

Greeley City Council Agenda

Regular Meeting
Tuesday, July 16, 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/83020598460>

NOTICE:

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

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

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

Watch Meetings:



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



Meetings are televised live on GTV8 on cable television.



Meetings are livestreamed on the City's website, Greeleygov.com as well as YouTube at [Youtube.com/CityofGreeley](https://www.youtube.com/CityofGreeley)

Comment in real time:

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



In person attendees can address the Council in the Chambers.



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

Submit written comments:



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



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

If you need the following documents in an alternative format for accessibility purposes, please contact the City Clerks Office at cityclerks@greeleygov.com or 970-350-9740.



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 Regular Meeting Agenda

Tuesday, July 16, 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/83020598460>

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

Consent Agenda

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

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

9. A motion to approve the City Council Meeting Proceedings of June 4 and June 18, 2024, and the Work Session Proceedings of June 11 and June 25, 2024
10. A motion to set a special meeting for July 30, 2024, for the purpose of considering a Memorandum of Understanding (MOU) regarding property development in the City of Greeley
11. A motion to appoint Scott K. James to the Greeley Housing Authority as a Weld County representative for a term through September 30, 2026
12. A resolution authorizing the City Attorney to sign a participation and release form to "opt in" to a settlement with the Kroger Company

13. A resolution approving the proposed amendment to the Cooperation Agreement between the City of Greeley and the Greeley Urban Renewal Authority (GURA)
14. A resolution authorizing a grant agreement with the State of Colorado Department of Local Affairs (DOLA) to receive grant funds through the supportive housing for Olmstead Advancement Program
15. Introduction and first reading of an ordinance amending Campaign Finance Contribution Limits and creating an administrative process for election requirements, complaints and enforcement issues
16. Introduction and first reading of an ordinance submitting to the registered electors of the City of Greeley at the November 5, 2024 Coordinated Municipal Election, a question regarding an amendment of the Greeley Municipal Charter regarding collective bargaining for police sergeants
17. Introduction and first reading of an ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Police Officers' Association (GPOA) and the City of Greeley, Colorado, which agreement by its terms is for a period commencing January 1, 2025, through December 31, 2027
18. Introduction and first reading of an ordinance to acquire Real Property by Purchase or Exercise of Eminent Domain (Poudre River Ranch Stormwater Drainage Improvement Project)
19. Introduction and first reading of an ordinance making assessments against the lots and lands included within the Local Improvement District No. 343795 to recover the approved maximum costs of construction for sanitary sewer infrastructure in Greeley, Colorado (Ashcroft Draw Basin Sanitary Sewer Infrastructure)
20. Introduction and first reading of an ordinance authorizing and approving a loan from the Colorado Water Resources and Power Development Authority (CWRPDA) for the purpose of financing capital improvements to the water system; approving a loan agreement and the issuance of a bond to evidence the loan; providing for the payment of the bond from the operation of the water system on the terms and conditions providing in the bond ordinance

End of Consent Agenda

21. Pulled Consent Agenda Items
22. Public hearing and second reading of an ordinance relating to the acquisition of real property by purchase or exercise of Eminent Domain (37th Street Bridge Improvement Project)
23. Public hearing and second reading of an ordinance relating to the acquisition of real property by purchase or exercise of Eminent Domain (4th Street and 83rd Avenue Improvement Project)
24. Public hearing and second reading of an ordinance relating to the acquisition of real property by purchase or exercise of Eminent Domain (4th Street -5th Street and 23rd Avenue Improvement Project)
25. Public hearing and second reading of an ordinance to establish Local Improvement District No. 346590 for the Westgate Non-Potable Pump Station under Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code

26. Appointment to Boards and Commissions - Youth Commission, Commission on Disabilities, and Golf Advisory Board
27. A motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances
28. Scheduling of Meetings, Other Events
29. A motion to go into Executive Session for the purpose of receiving legal advice related to potential settlement of litigation
30. Adjournment



Council Agenda Summary

Title:

Recognitions and Proclamations

Summary:

Introductions

Deputy City Manager of Intentional Growth & Strategic Infrastructure Rachel Flynn
Emergency Management Director Peter Perez
Homeless Solutions Director Mandy Shreve

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

Attachments:

Item 5 – What's Great About Greeley Presentation



City Council Meeting
July 16, 2024

An aerial photograph of a city, likely Denver, with a large white banner overlaid in the center. The banner has a torn, paper-like edge. The background shows a vast cityscape with green trees, buildings, and parking lots, leading up to a range of mountains under a clear sky.

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

- Athenian Oath

Greeley Officers Von Felt and Kucharski Awarded the MADD Director's Award

- MADD – Mothers Against Drunk Driving
- Recognized for compassion and empathy during DUI investigation.



Local Hive™ Wins Honey Product of the Year from Mindful Awards

- Headquartered in Greeley
- Honey sourced exclusively from American beekeepers.
- Celebrating 100th Anniversary



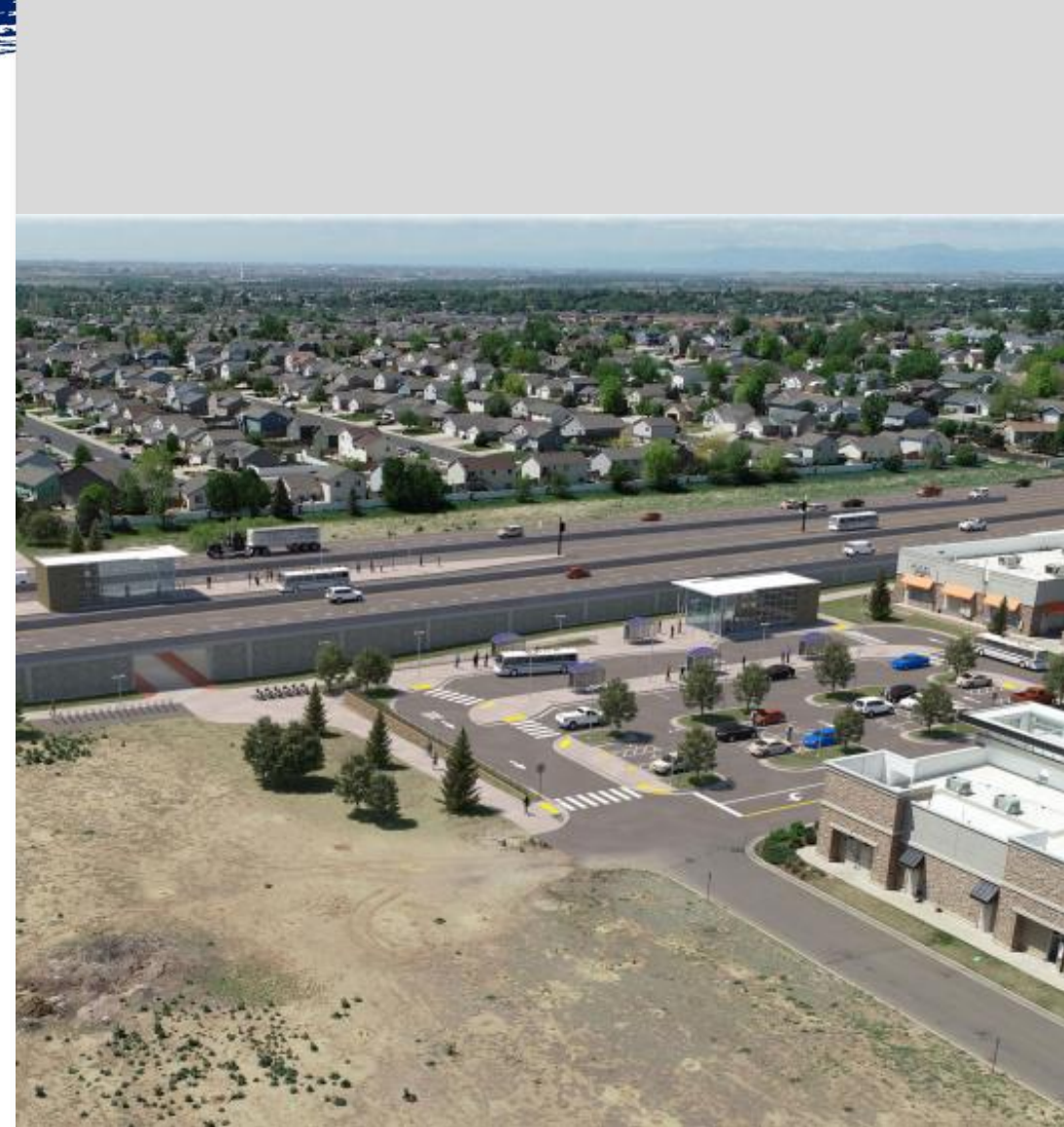
Greeley City Councilmember Dale Hall Re-elected to Colorado Municipal League Executive Board

- Large city category: 60,000-249,999



Greeley Receives \$20.5 Million RAISE Grant from U.S. Department of Transportation

- RAISE – Rebuilding American Infrastructure with Sustainability and Equity
- MERGE – Mobility Expansion for Regional Growth and Equity
- MERGE project improves regional connectivity on US34 at 35th and 47th Avenues



Greeley City Planners Chosen to Attend Planner's Day at the Capital

- City planners April Medeiros, Michael Franke and Paulina Somosa Avalos represented Greeley
- Met with legislators on key bills and to promote good planning practices.







Council Agenda Summary

Title

Citizen Input

Summary

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

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

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



Council Agenda Summary

Title

Reports from Mayor and Councilmembers

Summary

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



Council Agenda Summary

Title

Initiatives from Mayor and Councilmembers

Summary

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

Initiatives will generally fall into three categories:

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

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

Attachments

Status Report of Council Initiatives and Related Information

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	•Next grant application expected May 2023	•The RAISE grant was submitted on February 28, 2024. Discussions continue with CDOT for next steps in the process	Paul Trombino
03-2023	Butler	Campaign Contribution Limits	February 7, 2023 Council Meeting	•Presented at Nov 28 Work Session	•Intro/1st Rdg Ordinance scheduled for July 16, 2024. Council Meeting; 2nd Rdg Ordinance scheduled for August 6, 2024.	Stacey Aurzada/ 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	•Survey complete, will reach 60% design by end of May. Still on track for construction by end of year.	PW
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 •Council work session late 3rd quarter or early 4th 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	•Received a \$45,000 planning grant from the State Trails program in Colorado Parks and Wildlife, and PRTC is contributing \$25,000 toward the design process at this integral section of the trail. Natural Areas and Trails division of CPRD has contracted Otak to conduct geotechnical analysis for the Narrows section of the Poudre River Trail in west Greeley. After completing several test bores in the area in late March, the consultant is completing analysis of the testing and will be hosting a workshop with CPRD and Public Works staff, along with representatives from the Poudre River Trail Corridor, Inc. (PRTC) a non-profit board in May.	Diana Frick
14-2023	Butler	Charter Review	12/19/2023	Asked Staff to start process of Charter review	Received two quotes and will hold a meeting to plan next steps	CAO/CCO
2-2024	Butler	Ballot Language for the Police Sergeant initiative	January 16, 2024 City Council Meeting	Asked CAO staff to create more descriptive language for the police sergeant ballot question for 2024	Pending CAO Scheduling of a Council Meeting	CAO
3-2024	Butler	Requested a Budget Retreat for 2025 Budget	April 2, 2024 City Council Meeting	Requested a Budget Retreat for 2025 Budget	Budget Retreat is scheduled for July 17, 2024	Caleb Weitz

4-2024	Butler	Requested Work Session for information on the Lincoln Park Redesign- to include status of project, timeline of project and overview of the coming outreach Work Session	April 2, 2024 City Council Meeting	Requested Work Session for information on the Lincoln Park Redesign- to include status of project, timeline of project and overview of the coming outreach Work Session	The City of Greeley has engaged Kimley Horn and Agora Partners for the Reimagine Lincoln Park project, aimed at creating a vibrant and innovative public space in the downtown. The vision for the project includes building a coalition around Lincoln Park, fostering an environment where people of all ages gather to recreate, thrive, and come together. Engagement is scheduled to begin at the end of July.	CPRD
5-2024	Hall	Impact Fee Study Structure	May 7, 2024 Council Meeting	Requested staff bring a report to a future work session explaining more in depth the Impact Fee Study Structure - how the ratio is calculated, review process, timeline of review, and development fees	Meeting with staff Work session tentatively scheduled for September	Allena Portis/Robert Miller
6-2024	Butler	Sidewalk Funding Projects	May 21, 2024 Council Meeting	Requested staff to come to a work session to report on sidewalk work and plans being done	Public Works is tentatively planning for a council workshop presentation in September	Paul Trombino



Council Agenda Summary

July 16, 2024

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

A motion to approve the City Council Meeting Proceedings of June 4 and June 18, 2024, and the Work Session Proceedings of June 11 and June 25, 2024

Summary:

The regular meetings of the City Council were held in City Council Chambers on June 4 and June 18, 2024, and Work Sessions of the City Council were held in City Council Chambers on June 11 and June 25, 2024.

The draft proceedings of each meeting are presented for the Council's review and approval.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
---	----

Legal Issues:

Legislative

Other issues and Considerations:

None

Strategic Focus Area:



High-Performance Government

Decision Options:

- 1) Approve the motion; or
- 2) Amend the motion and approve as amended; or
- 3) Deny the motion; or
- 4) Continue consideration of the motion to a future date.

Council's Recommended Action:

Approve the motion.

Attachments:

1. City Council Proceedings June 4, 2024
2. City Council Proceedings June 18, 2024

3. Council Work Session Minutes June 11, 2024
4. Council Work Session Minutes June 25, 2024

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
June 4, 2024

1. Call to Order

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

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

Heid Leatherwood, City Clerk called the roll.

The following were present:
Councilmember Tommy Butler
Councilmember Deb DeBoutez
Mayor Pro Tem Dale Hall
Councilmember Brett Payton
Councilmember Johnny Olson
Councilmember Melissa McDonald
Mayor John Gates

4. Approval of the Agenda

None.

5. Recognitions and Proclamations

Proclamations:

Mayor Gates read the National Pride Month proclamation at 6:01 p.m. Pat and Tim Kennedy as well as Jan Scales representing Parents and Families of Lesbians and Gays (PFLAG), and Andromeda DiAngelo Stanfield with the Justice, Equity, Diversity, and Inclusion (JEDI) Advocacy Council of Greeley were present in Council Chambers to accept.

What's Great About Greeley

Mayor Pro Tem Hall presented the *What's Great about Greeley?* presentation at 6:05 p.m.

6. Citizen Input

1. Mike Huffman spoke about a car accident he was in 4 years ago. He was displeased with the Greeley Police Department charges against him as he claimed he was not at fault.

2. Steve Teets spoke about dogs in grocery stores and other public spaces as he believes it is a health and safety issue.
3. Laura Gomez stated she was recently affected by the flood. She thanked the City for all the help they have received, but also requested dumpsters be brought out again for flood cleanup. Mayor Gates said he understood the situation and asked for her to leave her information with staff for follow up.

7. Reports from Mayor and Councilmembers

Councilmember Olson reported he had attended his last Front Range Passenger Rail District meeting, and that they had voted to postpone the tax initiative. He mentioned that Weld County was no longer a part of the district.

Councilmember McDonald attended the Blues Jam. She thanked City employees for their hard work on the storm cleanup. She cautioned citizens to carefully investigated contractors going around, especially roofing companies. Lastly, she thanked Greeley Police Department as she participated in a “ride along”.

Councilmember Butler thanked all involved, including City employees, for the grand opening of the Habitat for Humanity Community. He was very excited at the media coverage, and proud of the model the City has been for this type of community planning.

Mayor Gates spoke about the storm, and the significant amount of rain and damage he saw. He was very thankful to the staff that helped with the cleanup and safety of the community. He also spoke about the Habitat for Humanity Grand Opening, and the Linn Grove Cemetery 150th Anniversary celebration. He read a letter of appreciation to the City and Parks and Recreation Department from the Colorado High Schools Activities Association expressing appreciation for hosting of the 3A State Baseball Tournament.

8. Initiatives from Mayor and Councilmembers

None.

Consent Agenda

9. **A motion to approve the City Council Work Session Proceedings of May 7, 2024, and City Council Work Session Proceedings of May 14, 2024**
10. **A resolution of the City Council of the City of Greeley, Colorado, extending the City of Greeley Local Disaster Declaration of May 31, 2024, related to flooding**
11. **A resolution authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation for the 5th Street and 23rd Avenue bridge improvements**
12. **A resolution authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation for the 37th Street bridge improvements**

13. **Introduction and first reading of an ordinance authorizing a salary and certain benefits for the City Attorney, Stacey Aurzada**

End of Consent Agenda

Councilmember Butler moved to approve the Consent Agenda Items 9-13. Mayor Pro Tem Hall seconded the motion. The motion passed 7-0 at 6:32 p.m.

14. **Pulled Consent Agenda Items**
None.

15. **A resolution adopting the 10th Street Area Plan**

Community Development Director Brian McBroom introduced the item at 6:33 p.m. with a presentation.

The City of Greeley obtained a grant from the Colorado Department of Local Affairs to hire a consultant (Development Strategies) to complete a Housing Needs Assessment, conceptual area plan, and to adopt a qualifying strategy to facilitate and incentivize affordable housing development. The project was completed in 2023 and the conceptual plan was presented to the Council in a work session in August 2023. It was then tabled. The grant requires the Council to act on the area plan. The grant contract with the state expires on June 30, 2024.

The 10th Street Area Plan is composed of development goals, a concept plan, design standards framework, and an implementation plan. It includes public space opportunities, shopping center redevelopment, public space opportunities, enhanced streetscape, as well as parking and signage opportunities.

Mayor Pro Tem Hall asked for a brief overview on how this would be implemented. Mr. McBroom replied that there were two keyways. The first, was to attract new private investment, and second was the upcoming housing development plan, which will identify many different strategies for affordable housing. There may also be future incentives that the City can offer. Mayor Pro Tem Hall asked if property owners had been contacted and notified about redevelopment. Mr. McBroom responded that they had been notified.

Mayor Pro Tem Hall moved to approve the motion. Councilmember McDonald seconded the motion. The motion passed with a roll call vote 7-0 at 6:41 p.m.

16. **Public hearing and second reading of an ordinance amending Title 24 of the Greeley Municipal Code relating to an affordable housing parking reduction**

Caleb Jackson with Community Development introduced the item at 6:41 p.m. with a presentation.

The proposed ordinance incorporates feedback received and satisfies the grant condition for the City to adopt an incentive for affordable housing. In July of 2023 the Planning Commission recommended approval of a reduction for up to 80% Average Monthly Income (AMI). City Council discussed parking reductions in November of 2023, directing staff to move forward and tailor a parking reduction.

Community Development is proposing a 75% parking reduction option for deed-restricted affordable housing for 0-30% AMI. Adoption of the incentive would provide real benefit to affordable housing projects and satisfy the DOLA grant requirements.

Councilmember Butler asked how this would work since it is hard to find 30% AMI housing. Mr. Jackson explained that if there were 2 units meeting this percentage, then 2 parking spots would be reduced.

Councilmember Olson asked about a new state law going into effect in January of 2025, and wanted to know if this ordinance would meet those requirements. Mr. Jackson said he believed additional changes would be necessary to meet the new state statutes. SB24-174 will require local governments (1,000+) to conduct housing needs assessments (by Jan. 1, 2025) and update them every six years and develop housing action plans outlining strategies (by Jan. 1, 2028).

Mayor Pro Tem Hall asked about the Planning Commission's recommendation of 80% and the proposal is only 75%. Mr. Jackson explained that the original proposal had three tiers, with 50% reduction up to 60% AMI, 75% reduction up to 30% AMI, and 25% reduction up to 80% AMI. The current proposal only focuses on the lowest income bracket.

The public hearing opened at 6:48 p.m.

1. Jodi Hartman, Executive Director of High Plains Housing Development spoke in support of the ordinance. She explained the opening of Star Rise apartments had just happened last week and all 58 units are 0-30% AMI. The development qualified for the reduced parking, and she felt this was extremely important in reducing the cost of development to make this housing possible.
2. Steve Teets expressed his concerns with reduced parking and felt that public transportation needed to be addressed before implementing.

The public hearing closed at 6:53 p.m.

Councilmember Butler stated that he did not feel parking would be impacted much, due to the 0-30% AMI group being served, and some families cannot afford more than one vehicle. He would like to see higher AMI reductions in the future.

Councilmember Payton voiced his concerns about the State pushing to reduce parking and the public's ability to travel. He expressed he was conflicted as this would relieve burden on developers, but eventually lead to a parking shortage. He stated he was inclined to vote "Nay" due to that fact.

Councilmember Olson agreed with Councilmember Payton and mentioned that parking is going to be an issue in the future, but he was in favor of the reduction today.

Councilmember DeBoutez moved to approve the motion. Councilmember McDonald seconded the motion. The motion passed with a roll call vote 6-1 at 6:57 p.m.

17. Sign Code Audit Update to City Council

Don Threewitt, Deputy Director of Community Development introduced this item with a presentation.

Based on City Council direction, staff began a review of the Chapter 8 Sign Code in August 2023. The original work plan intended to provide rapid updates in Q2 2024 followed by a comprehensive audit and code update in Q3 and Q4 2024. Today's update intends to provide status information and next steps. The goals of sign regulation are to clarify, streamline, and calibrate. The new code will require simple language and graphics, concise regulation and sign types, and updated size requirements.

To date, two revision drafts have been evaluated by staff, and a public draft is in development. Staff intends to release the public draft for review and feedback in June, followed by a final round of revisions based on that feedback, and ultimately pursue adoption in or before September 2024. A public draft will be posted on Speak Up Greeley, as well as at the June 13th HOA Workshop, followed by a virtual and in-person Open House on June 17, 2024, for public feedback.

Councilmember Olson stated this was a tough assignment and the department was doing a great job. He mentioned that the Colorado Department of Transportation should be part of the conversation, as their sign code is far more restrictive for 10th, Highway 34, and 85th.

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

Councilmember Payton moved to approve the motion. Councilmember Butler seconded the motion. The motion passed with a voice vote 7-0 at 7:06 p.m.

19. Scheduling of Meetings Other Events

None.

20. Adjournment

With no further business to come before the Council, Mayor Gates adjourned the meeting at 7:06 p.m.

Approved:

John Gates, Mayor

Attest:

Heidi Leatherwood, City Clerk

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
June 18, 2024

1. Call to Order

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

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

Heidi Leatherwood, City Clerk called the roll.

The following were present:

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Mayor Pro Tem Dale Hall

Councilmember Brett Payton

Councilmember Johnny Olson

Councilmember Melissa McDonald

Mayor John Gates

4. Approval of the Agenda

None.

5. Recognitions and Proclamations

Proclamations:

Mayor Gates read the Greeley Stampede Proclamation at 6:01 p.m. Greeley Stampede Committee General Chair Julie Jensen and Stampede committee members, Jesse Leos, Jen Baiamonte, Junior Barrios, Stephen Walker and Jon Patton were present in Council Chambers to accept.

Mayor Gates read the World Refugee Day Proclamation at 6:05 p.m. Araceli Calderon, Syukur Manaf, Yodit Abraha from the Immigrant and Refugee Center of Northern Colorado and Alex Kloen, Jelden, Jean Roberto Gasarasi, and Margie Moo from Lutheran Family Services Rocky Mountains were present in Council Chambers to accept.

Mayor Gates read the Parks & Recreation Month proclamation at 6:10 p.m. Director Culture, Parks, and Recreation Diana Frick, Recreation Division Manager Daniel Lawrence, Parks Division Manager Eric Bloomer, Business Manager Benjamin Alexander, Island Grove Division Manager Casandra Keller, Golf Division Manager

Chris Colling, and Forestry Manager Shiloh Hatcher were present in Council Chambers to accept.

Mayor Gates read the proclamation recognizing Juneteenth Independence Day at 6:15 p.m. City of Greeley Housing Director Deb Callies was present in Council Chambers to accept.

What's Great About Greeley

Councilmember Olson presented the *What's Great about Greeley?* presentation at 6:18 p.m.

6. Citizen Input

1. Mariah Foster, from the Immigrant and Refugee Center of Northern Colorado, spoke about her work educating students through the center. She explained that the students value health and family. She thanked Council.
2. Linde Thompson with Historic Greeley Preservation, the preservation the First Baptist Church, Armory, and the Greeley Museum. She was excited to highlight the opening of the Boys and Girls Club Center and reuse a historic building. She thanked the Council.

7. Reports from Mayor and Councilmembers

Councilmember Butler spoke about the upcoming Family Field Day at Lincoln Park. He extended an invitation for everyone to attend, and mentioned he be participating in the dunk tank.

Mayor Gates added that he would also be participating in the dunk tank. Proceeds from the event will go to support local Special Olympics.

Mayor Pro Tem Hall attended the University of Northern Colorado (UNC) Legislative Update. He thanked Senator Kirkmeyer and Representative Mary Young for putting together a good team. He also spoke about the Colorado Municipal League (CML) Conference in Loveland and encouraged others to attend. He enjoyed the Alquist Tour with Assistant City Manager Juliana Kitten and other CML attendees.

8. Initiatives from Mayor and Councilmembers

None.

Consent Agenda

9. **A motion to approve the City Council Meeting Proceedings of May 21, 2024, and City Council Work Session Proceedings of May 28, 2024**
10. **A resolution appointing Stacey Aurzada to the position of City Attorney**
11. **A resolution supporting the grant application for a Generation Wild Planning Grant from the State Board of the Great Outdoors Colorado Trust Fund and the completion of Generation Wild of Greeley**

12. **A resolution authorizing the City Attorney’s Office to institute legal action for the purpose of recovering damages against companies who manufacture, market, and sell aqueous film-forming (AFFF) foam and/or products containing per- and polyfluoroalkyl (PFAS) substances**
13. **Introduction and first reading of an ordinance relating to acquiring Real Property by Purchase or Exercise of Eminent Domain (37th Street Bridge Improvement Project)**
14. **Introduction and first reading of ordinance relating to acquire Real Property by Purchase or Exercise of Eminent Domain (4th Street and 83rd Avenue Improvement Project)**
15. **Introduction and first reading of an ordinance relating to acquiring Real Property by Purchase or Exercise of Eminent Domain (4th Street - 5th Street and 23rd Avenue Project)**
16. **Introduction and first reading of an ordinance to establish Local Improvement District No. 346590 for the Westgate Non-Potable Pump Station under Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code**

End of Consent Agenda

Councilmember Butler moved to approve the Consent Agenda Items 9-16
Councilmember Olson seconded the motion. The motion passed 7-0 at 6:33 p.m.

17. Pulled Consent Agenda Items

None.

18. Public hearing and second reading of an ordinance authorizing a salary and certain benefits for the City Attorney, Stacey Aurzada

Chief People Officer Kimberly Southern-Weber introduced the item at 6:33 p.m.

Senior Assistant Attorney Jenny Lopez-Filkins attended virtually to answer any questions.

The City Council selected Stacey Aurzada to be appointed as the Greeley City Attorney. The City Council negotiated a contract with Ms. Aurzada which was presented to the Council for adoption of the ordinance.

The public hearing opened at 6:34 p.m.

1. Steven Girard Sulavsky from Merino, Ohio began by asking a question of the City Attorney. Mayor Gates paused him because this public hearing was only to address the salary and benefits of the position. He advised him that he could speak during “Citizen Input” at a Regular City Council meeting.

The public hearing closed at 6:36 p.m.

Councilmember Payton moved to approve the motion. Councilmember DeBoutez seconded the motion. The motion passed 7-0 at 6:36 p.m.

Mayor Gates welcomed Stacey Aurzada as the new City Attorney and thanked her for loyal service throughout the years.

19. Appointments to Boards & Commissions

City Clerk Heidi Leatherwood announced the appointments:

- Water & Sewer Board – 5-year term - Fred Otis and Matthew Anderson
- Museum Board – 3-year term – Scott Chartier
- Downtown Development Authority – 4-year term - Andy Feinstein, Kevin Ross, Linda Winter

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

Councilmember Butler moved to approve the motion. Councilmember Payton seconded the motion. The motion passed with a voice vote 7-0 at 6:38 p.m.

21. Scheduling of Meetings Other Events

None.

22. Adjournment

With no further business to come before the Council, Mayor Gates adjourned the meeting at 6:38 p.m.

Approved:

John Gates, Mayor

Attest:

Heidi Leatherwood, City Clerk

City of Greeley, Colorado
CITY COUNCIL WORK SESSION REPORT
June 11, 2024

1. Call to Order

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

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

City Clerk Heidi Leatherwood called the roll.

The following members of Council were present:

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Mayor Pro Tem Dale Hall

Councilmember Payton

Councilmember Johnny Olson

Councilmember Melissa McDonald

Mayor John Gates

4. Reports from Mayor and Council Members

Councilmember McDonald attended the Water & Sewer Tour to learn about water rights and the Greeley's water history. She thanked staff.

Mayor Gates and Councilmember McDonald thanked Randy Gustafson for his knowledge and expertise in guiding the Mountain Reservoir Tour.

Councilmember Butler mentioned the new progress of Chimney Hallow.

5. Water and Sewer Board Interviews

Mayor Gates introduced the item at 6:03 p.m.

The Water & Sewer Board has two seats available with terms that expired on June 1, 2024. Applications for this position were accepted through May 31, 2024.

Fred Otis and Matthew Anderson were invited to join Council at the presentation table. The Mayor and Councilmembers conducted both interviews at the same time with question being asked in a round-robin style.

Appointments to the Water and Sewer Board will be made at the June 18, 2024, City Council Meeting.

6. Greeley Fire Department Organizational Assessment Overview

Fire Chief Brian Kuznik introduced the item at 6:19 p.m.

In September 2023, the City of Greeley hired AP Triton, a third-party consulting firm, for the purposes of conducting an organizational assessment of the Greeley Fire Department (GFD). The purpose of the assessment was to evaluate GFD as it exists today and to assist in developing strategies and recommendations for the future.

This presentation provided an overview of the department and the results of the organizational assessment.

Mayor Gates thanked Fire Staff and Emergency Medical Staff (EMS) Responders and read a quote from AP Triton which expressed “these recommendations provide enhancements to an already exemplary program.”

Councilmember Olson echoed gratitude for the Greeley Fire Department. He asked how much money is required, and what is the implementation priority. Chief Kuznik replied that the most important priority, was to increase staff, and then to build a fire station and training center.

Councilmember Olson asked to discuss staffing needs and how it would relate to the 2025 and 2026 budgets. EMS Training is important, however perhaps not as important as the other priorities. Chief Kuznik added that EMS oversight is critical and currently lacking.

Mayor Gates asked if the number of candidates applying for positions has decreased. Chief Kuznik confirmed candidate applications have decreased significantly, however, a high level of quality has been maintained. Recruitment has become a challenge in fire service.

Councilmember DeBoutez asked more could be done to lessen the load on calls, perhaps by increasing community education. Chief Kuznik agreed that prevention education for the community helps reduce risk, and that additional staff would assist with community education as well as business inspections.

Councilmember DeBoutez asked about the training facility that was opened in 2015. Chief Kuznick explained that the building is inadequate to meet training needs. It does not have the technology needed for a classroom setting and is too small. What is needed is updated technology within a classroom facility and office space for training staff.

Councilmember DeBoutez requested additional information on Station 6 in the Promontory area and planning for the 15,000 houses. Chief Kuznick responded that a new fire station needs to be built to meet the increased demand.

Mayor Gates asked if there were any statistics on the benefit of Squad One taking calls. Chief Kuznick noted that the initial mission of Squad One was to help alleviate the call load. What has happened, is that Squad One is essentially servicing both the 911 side and proactive, preventative casework. It is too much work to operate in both systems.

Councilmember Butler asked for a timeframe on Firehouse 8 and clarification on the Battalion Chief. Chief Kuznick indicated that the Firehouse 8 Project will need to start as quickly as possible once imminent growth projects are confirmed. The ask is for Battalion Chiefs to be part of the relief package.

7. Administrative and Maintenance Facilities Update

Public Works Director Paul Trombino introduced the item at 7:06 p.m. and Deputy Public Works Director Will Jones was available for questions.

At the City Council Work Session on March 14, 2024, staff provided an update on the challenges with city facilities. Mr. Trombino provided information on new issues and impacts of the May 28-29 rainstorm and its effect on the buildings.

Councilmember Butler requested clarity on what the plans were to move staff. Mr. Trombino provided a summary of the placement for staff.

Councilmember DeBoutez asked about the flooding plan for all downtown City facilities. Mr. Trombino provided a brief overview of the City's investment in facilities throughout the years. It would require significant underground work to address the surfaces.

Councilmember Hall asked if the issues are the same for City Center North. Mr. Trombino explained that City Center North was not built with a tall enough foundation so this will be a long-term issue the city faces.

Councilmember McDonald asked for information on the 2016 assessment. Mr. Trombino and Mr. Jones provided a brief summary of the history of the downtown facilities. The building plans are developed with growth projections and department expansion expectations.

Councilmember McDonald added that we need to be proactive to ensure city staff remain safe.

Councilmember Payton asked about emergency plans for unexpected events, such as this recent storm. Mr. Trombino summarized the cleanup efforts that were conducted. Mr. Jones provided an overview of the Public Works Emergency Response Playbook. It covers emergency procedures for responding to anything from flooding to traffic events so that the City can preplan for situations such as the recent weather event. Staff receive alerts and use a specialized weather forecasting system for Greeley that is monitored daily to stay ahead of events. In this situation, as this was an unplanned event, the real-time execution of the emergency response began at 9:53 p.m. and immediately began working to dispatch the crew and respond to the event.

Mayor Gates added that he would like the best plan possible for the employees and expressed concern regarding the condition of City Hall.

Councilmember Butler asked about the plan in the case that City Hall becomes a historic building. There are many problems with the building, and he would like to see additional details for the repair costs. He asked for an estimate of how long it would take to move people. Mr. Trombino referred to the slide presentation and highlighted the potential schedule, noting that City Hall has exceeded the building's life expectancy.

Councilmember Butler asked for clarification on the plans for the 8th Street maintenance facility. Mr. Trombino committed to bringing plans and schedules back to Council.

Council consensus was to support the plan that Mr. Trombino presented and proceed in acquiring appropriate leases.

8. Scheduling of Meetings, Other Events

None.

9. A motion to go into Executive Session for the purpose of receiving legal advice related to, and determining positions, developing strategy, and instructing negotiators all related to the 2024 Greeley Police Officers' Association collective bargaining agreement negotiations

Recommended Motion:

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Section 24-6-402(4)(b) and 24-6-402(4)(e)(I), Greeley Municipal Code Sections 2-151(a)(2) and 2-151(a)(5):

To receive legal advice related to GPOA collective bargaining agreement negotiations and determine positions, develop strategy, and instruct negotiations regarding collective bargaining with GPOA.

Councilmember McDonald moved to approve the motion. Councilmember Payton seconded the motion. The motion passed 7-0 at 8:16 p.m.

The mayor added that Council will not return to the meeting after the adjournment of the Executive Session.

10. Adjournment

Mayor Gates adjourned the meeting at 8:17 p.m.

9. Executive Session for the purpose of discussing collective bargaining related to 2024 Greeley Police Officers' Association.

The Executive Session was called to order at 8:25 p.m. for the purpose of receiving legal advice related to, and determining positions, developing strategy, and instructing negotiators all related to the 2024 Greeley Police Officers' Association collective bargaining agreement negotiations.

All members of Council were present to participate in the executive session, which was convened in person and on zoom platform, in the Colorado Room of City Center South.

In addition, the following staff members attended:

Raymond Lee
Stacey Aurzada
Ned Chapin
Kimberly Southern-Weber
Caleb Weitz
Adam Turk
Mike Zeller

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

The meeting concluded at 9:09 p.m.

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

John D. Gates, Mayor

Attest:

Heidi Leatherwood, City Clerk

City of Greeley, Colorado
CITY COUNCIL WORK SESSION REPORT
June 25, 2024

1. Call to Order

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

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

City Clerk Heidi Leatherwood called the roll.

The following members of Council were present:

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Mayor Pro Tem Dale Hall

Councilmember Brett Payton

Councilmember Johnny Olson

Councilmember Melissa McDonald

Mayor John Gates

4. Reports from Mayor and Council Members

Councilmember Hall shared that he had been reelected for the Colorado Municipal League (CML) Executive Board and will serve for another two (2) years.

Councilmember DeBoutez shared that while she enjoyed her visit with the Longmont Downtown Development Authority (DDA) tour with Councilmember Butler, she exclaimed: "Greeley's Got It!"

Councilmember Butler shared that Field Day and the dunk tank event was a success.

5. Metropolitan District Enhancements Update

Community Development Director Brian McBroom presented this item at 6:03 p.m.

Staff presented a brief overview of Metropolitan District ("District") updates, and a general recommendation of qualitative changes to the Metro district regulations for Council discussion.

Staff requested Council consensus to refine eligible activities and conduct a series of

open houses for the community, development, and real estate professionals to provide further input. This is the second phase of the overall District policy review process: to consider adding new approval criteria that increase required enhancements in Districts to provide more oversight into creating high-quality neighborhoods.

Metropolitan districts are quasi-governmental entities with taxing authority that are used to finance necessary public infrastructure and services that the City cannot otherwise provide. A District is a type of special district derived from Title 32 Colorado's Special District Act. Greeley's regulations are outlined in Title 24, Chapter 12. Districts shall provide at least two types of services—fire, mosquito, parks and recreation, safety protection, sanitation, solid waste disposal, street improvement, television relay, transportation, water—and are created in accordance with the Special District Act (Title 32, Article 1, C.R.S.).

Districts can levy taxes and fees, and issue debt to finance infrastructure, operations, and maintenance. Often, developers and related parties may purchase these bonds, sit on District boards, and determine expenditures consistent with an approved service plan. In March 2023, Council considered and adopted a series of updates to District regulations to strengthen application requirements, to create a minimum debt limit instead of geographic size as a threshold, to add a dissolution requirement, and to align noticing with the development code. The full text of Title 24, Chapter 12 as currently adopted was provided to Council. For more background information about Colorado Districts, a Colorado Municipal League presentation was also provided.

Mayor Gates inquired if the amenities-based approach had been a deterrent for developers. Mr. McBroom explained that the research had been conducted on communities, not developers, but there was no apparent deterrent.

Councilmember Olson asked if amenities-based and performance-based approaches can be combined. Councilmember Butler added that attainable housing is the biggest amenity.

Councilmember Olson commented on mixed use and Councilmember DeBoutez clarified the definition of mixed use. Mr. Lee provided clarification and expressed that some of this has come up through the Council's Planning Retreat and the City is viewing metro districts holistically. Mr. McBroom added that updates are important in preparation for the new metro districts that are coming.

Councilmember Olson commented on the subarea plans. Mr. Lee clarified that the subarea plans provide visuals of what we're looking for.

Councilmember Butler shared favor for the points-based and performance-based approaches. He would like to see a performance-based approach that is more robust and includes entry-level homeownership.

Councilmember Olson states that the metro districts were set up to build infrastructure. He would like to see potable water component included in the amenities approach. Mr. McBroom confirmed that it could be, if it is not a base standard, it could be included in metro district regulations.

Councilmember Payton would like to explore the amenities-based approach. He stated that metro districts are a financing arm and is intrigued on how this can occur equitably.

Mayor Pro Tem Hall added that without an amenity that corresponds with the financial element, something must be done to create value.

Mayor Gates clarified that this is an exploratory effort. Mr. McBroom confirmed the intent and that code amendments would be brought back to Council.

Council consensus was in favor of an amenities-based approach.

6. Overview of Key Economic Development Incentive and Public Finance Tools

Deputy City Manager and Chief Financial Officer Allena Portis presented this item at 6:35 p.m.

Director of Economic Development and Urban Revitalization John Hall was present for questions.

The City's Strategic Plan identifies Business Growth as a key focus area. Business growth offers the opportunity for new job creation, the generation of new sales tax revenue, and new private investment in Greeley. Economic development incentives and public finance tools are mechanisms used to stimulate business growth. These tools can be categorized into various types, each serving different purposes.

The presentation provided an overview of some key incentives and tools that can potentially be seen in future projects brought to Council. By utilizing these instruments, governments can create a conducive environment to improve the overall quality of life for citizens. Each tool can be tailored to address specific economic goals and regional needs.

Councilmember DeBoutez asked for clarification on the general improvement district. Dalton Kelley of Butler Snow LLP explained that general improvement district formation would require an election unless 100% of the property owners' consent to formation, debt or tax issues a TABOR action is always required. Councilmember asked for clarification on usage for Public Improvement Fee (PIF). Mr. Kelley confirmed the funds must go to things that touch and concern the property, the most tangible ones are improvements. Other uses may be using the funds to support a Farmers Market to the benefit of the area. Mr. Kelley explained that the funds must be spent in the development area and provided

guidance on add-on and credit PIFs. Mr. Hall added commentary on engaging in dialogue about how funds are used.

7. Scheduling of Meetings, Other Events

Mayor Gates reminded Council that the July 2, 2024, Council Meeting has been cancelled due to the July 4th holiday.

8. A motion to go into an Executive Session: Economic Development Project

Recommended Action:

A motion to go into executive session to discuss possible acquisition of real property, and to receive instructions regarding negotiation for real property acquisition, and negotiation of economic development incentives, as provided for in C.R.S. § 24-6-402(4)(a) and § 24-6-402(4)(e)(I) and Greeley Municipal Code § 2-151 (a)(1) and § 2-151 (a)(5); and if necessary to receive advice from the City Attorney related to these matters as provided for in C.R.S. § 24-6-402(4)(b) and Greeley Municipal Code § 2-151(a)(2).

Councilmember Payton moved to approve the motion. Mayor Pro Tem Hall seconded the motion. The motion passed 7-0 at 6:57 p.m.

The mayor added that Council will not return to the meeting after the adjournment of the Executive Session.

9. Adjournment

Mayor Gates adjourned the meeting at 6:57 p.m.

8. Executive Session: Economic Development Project

The Executive Session was called to order at 7:05 p.m. for the purpose of staff updates to City Council about a possible acquisition of real property for an economic development project. Additionally, staff requested instructions from Council related to negotiations for economic development incentives and real property acquisitions for this project.

Present for participation in the executive session, which was convened in person and on zoom platform, in the Colorado Room of City Center South, were all councilmembers.

In addition, the following staff members attended:

Stacey Aurzada

Raymond Lee

John Hall

Blair Snow

Dalton Kelley

Jason Simmons

Allena Portis

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

The meeting concluded at 8:00 p.m.

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

Approved:

John D. Gates, Mayor

Attest:

Heidi Leatherwood, City Clerk



Council Agenda Summary

July 16, 2024

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

A motion to set a special meeting for July 30, 2024, for the purpose of considering a Memorandum of Understanding (MOU) regarding property development in the City of Greeley

Summary:

The request is to call a special meeting on July 30, 2024, in Council Chambers located at 1001 11th Avenue, beginning at 6 p.m. for the purpose of considering a Memorandum of Understanding (MOU) regarding property development in the City of Greeley.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
---	----

Legal Issues:

Consideration of this matter is legislative.

Other issues and Considerations:

None

Strategic Focus Area:



Business Growth



Community Vitality



High-Performance Government



Infrastructure and Mobility



Quality of Life

Decision Options:

- 1) Approve the motion as presented; or
- 2) Amend the motion and approve as amended; or

- 3) Deny the motion; or
- 4) Continue consideration of the motion to a certain date.

Council's Recommended Action:

Approve the motion as presented.

Attachments:

None



Council Agenda Summary

July 16, 2024

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

A motion to appoint Scott K. James to the Greeley Housing Authority as a Weld County representative for a term through September 30, 2026

Summary:

On February 1, 2000, City Council adopted a Resolution authorizing that the local Housing Authority shall be composed of seven commissioners appointed by the Mayor pursuant to the newly enacted Sections of C.R.S. 29-4-205. On June 16, 2020, City Council adopted a resolution expanding the membership to 9 commissioners by adding two additional seats that are recommended by the Board of County Commissioners of Weld County for appointment by the Mayor.

The Weld County Board of Commissioners recommends that Scott K. James be appointed to said board as a Weld County Representative, with a term to expire September 30, 2026.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
---	----

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:



Community Vitality

Decision Options:

- 1) Approve the appointment of Scott K. James; or
- 2) Deny the appointment

Council's Recommended Action:

A motion to approve the appointment of Scott K. James to the Greeley/Weld County Housing Authority.

Attachments:

1. Letter of Recommendation - Scott K. James Greeley Housing Authority
2. Weld County Resolution of Recommendation - Scott K. James Greeley Housing Authority



OFFICE OF THE BOARD OF COMMISSIONERS

PHONE: 970-400-4200

FAX: 970-336-7233

1150 O STREET

P.O. BOX 758

GREELEY, CO 80632

June 11, 2024

The Honorable John Gates
Mayor of Greeley
1001 11th Avenue
Greeley, Colorado 80631

RE: Housing Authority of City of Greeley

Dear Mayor Gates,

In accordance with the City of Greeley resolution dated June 16, 2020, regarding membership of the Greeley Housing Authority, the Board of Commissioners passed a resolution recommending the appointment of Scott K. James as a Weld County Representative.

Enclosed is a copy of our resolution stating we recommend appointment. Please advise our office of your decision.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Kevin D. Ross, Chair

C: Juliana Kitten

RESOLUTION

RE: APPROVE RECOMMENDATION FOR APPOINTMENT OF SCOTT K. JAMES TO GREELEY HOUSING AUTHORITY

WHEREAS, the Board of County Commissioners of Weld County, Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

WHEREAS, a vacancy currently exists on the Greeley Housing Authority, and

WHEREAS, the Weld County Board of Commissioners recommends to the Mayor of the City of Greeley that Scott K. James be appointed to said board as a Weld County Representative, with a term to expire September 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Weld County, Colorado, that Scott K. James be, and hereby is, appointed to the Greeley Housing Authority, with a term to expire September 30, 2026.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 10th day of June, A.D., 2024.

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

ATTEST: Jason G. Lesick

Weld County Clerk to the Board

BY: Jason M. Warwick
Deputy Clerk to the Board

Kevin D. Ross
Kevin D. Ross, Chair

Perry L. Buck
Perry L. Buck, Pro-Tem

Mike Freeman
Mike Freeman

APPROVED AS TO FORM:

Randy Saine
County Attorney

Scott K. James
Scott K. James

Date of signature: 6/10/24
Lori Saine



cc: Bocc (KF)
06/10/24

2024-1504
HA0003



Council Agenda Summary

July 16, 2024

Key Staff Contact: Stacey Aurzada, City Attorney

Title:

A resolution authorizing the City Attorney to sign a participation and release form to "opt in" to a settlement with the Kroger Company

Summary:

In October 2019, the City of Greeley filed a complaint in Colorado District Court against various defendants related to the ongoing opioid crisis. In November 2022, the City of Greeley entered into a Memorandum of Understanding (MOU) with the State of Colorado which provides a cooperative process for the distribution of funds resulting from the multidistrict litigation. The City has received several disbursements from the State of Colorado pursuant to the MOU. These funds have been used for opioid abatement purposes.

In May 2024, The Kroger Co. ("Kroger") reached a \$1.2 billion settlement in the nationwide multidistrict opioid litigation. Although the City did not file a complaint against Kroger, the State of Colorado is participating in the settlement and therefore, the City can also participate in the settlement by signing a participation form to "opt in" to the settlement. Settlement proceeds from the Kroger settlement will be distributed in accordance with the City's MOU with the State of Colorado. Funds received by the City from the Kroger settlement will be used for opioid abatement purposes.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
---	----

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:



Safe and Secure Communities

Decision Options:

- 1) Adopt the resolution as presented; or
- 2) Amend the resolution and adopt as amended; or
- 3) Deny the resolution; or

- 4) Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution as presented.

Attachments:

1. Res No. 21, 2024 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 21, 2024**

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SIGN A PARTICIPATION AND RELEASE FORM TO OPT-IN
TO SETTLEMENT WITH THE KROGER CO.**

WHEREAS, in January, 2019 the City of Greeley filed a complaint against numerous manufacturers and distributors of opioids, joining a nationwide multi-district litigation which was filed in response to the opioid crisis; and

WHEREAS, in November, 2022 the City of Greeley entered into a Memorandum of Understanding (“MOU”) with the State of Colorado which provides a cooperative process for the distribution of funds resulting from the multi-district litigation; and

WHEREAS, in May, 2024 The Kroger Co. (“Kroger”) reached a \$1.2 billion settlement in the nationwide multi-district opioid litigation; and

WHEREAS, although the City did not file a complaint against Kroger, the State of Colorado is participating in the settlement and therefore City can also participate in the settlement by signing a participation form to opt-in to the settlement; and

WHEREAS, if local jurisdictions do not opt-in to the settlement, the amount of funds that are distributed to the State of Colorado will be reduced; and

WHEREAS, all settlement proceeds will be distributed in accordance with the City’s MOU with the State of Colorado; and

WHEREAS, settlement proceeds related to the multi-district litigation are used by the City for opioid abatement purposes; and

WHEREAS, it is in the best interests of the citizens of the City of Greeley to opt-in to the settlement with Kroger.

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

Section 1. That pursuant to Section 6-3 of the City’s Charter, the City Attorney is authorized to sign the participation and release form attached hereto as Exhibit A in order to opt-in to the settlement with Kroger and to release any further claims the City may have against Kroger related to the distribution of opioids.

Section 2. That the City Attorney is hereby authorized to make changes and modifications to the participation and release form, and to take any and all additional actions necessary to opt-in to the settlement with Kroger.

Section 2. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 16th DAY OF JULY 2024.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Greeley city, CO
Reference Number: CL-790047

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT WITH KROGER. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with The Kroger Co. ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Colorado is participating in the Kroger settlement.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding](#) that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" to direct funds to the Region, or to "opt-in" to receive your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the [Colorado Opioid Settlement Dashboard Local Government page at: coag.gov/opioids/dashboard/local](https://coag.gov/opioids/dashboard/local).

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is

sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Greeley city	State: CO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





Council Agenda Summary

July 16, 2024

Key Staff Contact: John Hall, Economic Development Director

Title:

A resolution approving the proposed amendment to the Cooperation Agreement between the City of Greeley and the Greeley Urban Renewal Authority (GURA)

Summary:

In 1969, the City of Greeley established the Greeley Urban Renewal Authority (GURA). This was done to help preserve the City's overall public health, safety and welfare by working to revitalize older parts of town that showed signs of physical, economic and social decline.

GURA is governed by a seven-member board, of which individuals are appointed by City Council. The Director of Economic Development serves as the Board Secretary. The GURA Board operates under both statutory authority and through a Cooperation Agreement with the City. Under the existing agreement, GURA has two broad areas of responsibility. The first area includes administration of urban renewal powers as articulated under C.R.S. § 3-25-105 and the operation of four Tax Increment Financing or "TIF" districts. The second area of responsibility described and defined through the Cooperation Agreement relates to the administration of Community Planning and Development funds as received from the Department of Housing and Urban Development. This includes Community Development Block Grant (CDBG) funds and HOME Investment Partnership Program (HOME) funds.

Until 2023, the City's economic development, urban renewal, and housing functions were administered by a single department – the Department of Economic Health and Housing. In 2023, and then formalized through the 2024 budget, these functions were separated into two different operational arms of the organization – the Department of Economic Development and Urban Revitalization, and the Department(s) of Housing and Homeless Solutions. Under the existing Cooperation Agreement, decisions related to Community Planning and Development dollars (CDBG, HOME, G-Hope) still require approval of the GURA Board and execution by the GURA Secretary.

The intent moving forward is to better reflect the current organizational structure and to enhance the efficiency and caliber of service to customers. Therefore, staff recommends updating the Cooperation Agreement. The proposed amendments to the agreement would provide for a clear separation of TIF monies and federal entitlement dollars, more straightforward alignment with Colorado Revised Statutes governing urban renewal authorities as single purpose entities, and provide better focus for the complementary, but independent, work plans to address the related topics of redevelopment and housing.

An updated Cooperation Agreement will reflect that GURA retains authority for responsibilities as outlined in state statute, specifically responsibility for our four TIF districts, the revenue they generate, and overall redevelopment initiatives. Responsibility for administration of HUD Community Planning and Development funds and other housing related monies would no longer be the responsibility of

GURA. Administration for housing related planning and dollars would be determined through a separate process that will be recommended to City Council by the City Manager's Office and Housing Department staff.

The purpose of this item is to request council to adopt the ordinance amending the Cooperation Agreement between the City and GURA.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
---	----

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:



Business Growth



Community Vitality



Quality of Life

Decision Options:

- 1) Adopt the resolution as presented; or
- 2) Amend the resolution and adopt as amended; or
- 3) Deny the resolution; or
- 4) Continue consideration of the resolution to a date certain.

Council's Recommended Action:

A motion to adopt the resolution.

Attachments:

1. Resolution No. 22, 2024 with Exhibit A

CITY OF GREELEY, COLORADO
RESOLUTION NO. 22, 2024

**A RESOLUTION APPROVING AN AMENDED AND RESTATED COOPERATION
AGREEMENT BETWEEN THE CITY OF GREELEY AND THE GREELEY URBAN
RENEWAL AUTHORITY**

WHEREAS, the City of Greeley, Colorado (the “City”) is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the City's Charter; and

WHEREAS, the Greeley Urban Renewal Authority (the “Authority”) was organized, established and authorized in 1969 by the City to transact business and exercise its powers as an urban renewal authority, all under and pursuant to Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Act"); and

WHEREAS, the Act, and Section 18 Article XIV of the Colorado Constitution authorize the City and the Authority to enter into cooperative agreements; and

WHEREAS, the City and the Authority entered into a Cooperation Agreement authorizing administration of the Greeley Home Ownership Program for Employees ("G-HOPE") on March 11, 2015 (the "G-HOPE Cooperation Agreement"); and

WHEREAS, the City and the Authority entered into a separate Cooperation Agreement related to redevelopment expenditures in its tax increment financing districts on December 15, 2015 (the "TIF Cooperation Agreement"); and

WHEREAS, the City and the Authority entered into an intergovernmental agreement that replaced all previous cooperation agreements between the parties with a single document that restated, affirmed, and updated the expectations and roles that the Authority and the City will perform in connection with urban renewal activities on February 27, 2020 (the "Original IGA"); and

WHEREAS, the G-HOPE Cooperation Agreement and the Original IGA both provide that the Authority will manage City programs and funds which the Council now finds can be better managed by the City's newly created Housing Department; and

WHEREAS, the City and the Authority now desire to enter into a restated Cooperation Agreement to memorialize all updated aspects of the relationship between the City and the Authority, including that the Authority will no longer manage Community Planning and Development Funds or the G-HOPE program; and

WHEREAS, the City Council finds that entering into a restated Cooperation Agreement with the Authority is in the best interests of the citizens of the City of Greeley.

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

Section 1. That the Amended and Restated Cooperation Agreement between the City of Greeley and the Greeley Urban Renewal Authority, attached hereto as Exhibit A and incorporated by reference, is hereby approved.

Section 3. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 16th DAY OF JULY, 2024.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

**AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN
THE CITY OF GREELEY, COLORADO, AND THE GREELEY URBAN RENEWAL
AUTHORITY**

THIS AMENDED AND RESTATED COOPERATION AGREEMENT (the "Cooperation Agreement") dated as of the ____ day of _____, 2024, is entered into by and between the City of Greeley, Colorado (the "City"), a home rule municipal corporation of the State of Colorado, and the Greeley Urban Renewal Authority (the "Authority"), a body corporate and politic duly organized and existing as an urban renewal authority under the laws of the State of Colorado.

RECITALS:

WHEREAS, the City is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the City's Charter;

WHEREAS, the Authority is a body corporate and was duly organized, established and authorized in 1969 by the City to transact business and exercise its powers as an urban renewal authority, all under and pursuant to Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Act");

WHEREAS, pursuant to C.R.S. § 31-25-109 of the Act, the Authority has the power and authority to issue or to incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances or other obligations including refunding obligations (collectively, the "Obligations"), for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the projects in accordance with an adopted urban renewal plan and the Act as approved by the City;

WHEREAS, the City and the Authority entered into a Cooperation Agreement authorizing administration of the Greeley Home Ownership Program for Employees ("G-HOPE") on March 11, 2015 (the "G-HOPE Cooperation Agreement");

WHEREAS, the City and the Authority entered into a separate Cooperation Agreement related to redevelopment expenditures in its tax increment financing districts on December 15, 2015 (the "TIF Cooperation Agreement");

WHEREAS, the City and the Authority entered into an intergovernmental agreement that replaced all previous cooperation agreements between the parties with a single document that restated, affirmed, and updated the expectations and roles that the Authority and the City will perform in connection with urban renewal activities on February 27, 2020 (the "Original IGA");

WHEREAS, the G-HOPE Cooperation Agreement and the Original IGA both provide that the Authority manages programs and funds which the Parties now desire to be managed by a different department within the City, the City's Housing and Homeless Solutions Department;

WHEREAS, the City and the Authority now desire to enter into this Amended and Restated Cooperation Agreement to memorialize all updated aspects of the relationship between the City and the Authority, including that the Authority will no longer manage Community Planning and Development Funds ("CPDF") or the G-HOPE program; and

WHEREAS, the Act, and Section 18 Article XIV of the Colorado Constitution authorize the City and the Authority to enter into cooperative agreements such as this Cooperation Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the City and the Authority hereby agree to this Amended and Restated Cooperation Agreement as follows:

SECTION I: DEFINITIONS

- A. **"Authority"** means the Greeley Urban Renewal Authority, comprised of the individuals now serving on the Board of Commissioners of the Authority, and any individuals subsequently appointed in accordance with the Act.
- B. **"Urban Renewal Activities"** includes any and all of the activities carried out by the Authority pursuant to and consistent with the Act, including without limitation the acquisition, disposal, improvement and redevelopment of real property contained within an approved redevelopment area and which improvements are consistent with the goals and objectives of any adopted urban renewal plans of the City for such areas.
- C. **"Urban Renewal Employees"** means those individuals employed by the City who are assigned primarily to perform duties associated with urban renewal.
- D. **"Urban Renewal Boundary"** means the geographic areas, established by the City, and known as the "Redevelopment Districts" or "Districts", within which the Authority principally focuses and carries out its authorized Urban Renewal Activities.
- E. **"Redevelopment and Tax Increment Districts"** means those geographic urban renewal areas within the City of Greeley that have been designated by the Greeley City Council as areas within which the collection of property and/or sales tax increment is authorized by the approval of such urban renewal plans in accordance with the Act. Within such areas, the City Council has authorized the creation of four independent Redevelopment and Tax Increment Finance Districts, known as the "W. 10th Street Commercial Corridor", the "Greeley Mall Area", the "Western Sugar Factory Area", and "East 8th Street Corridor".
- F. **"Bylaws"** the Board has adopted a set of bylaws, which it may amend from time to time, that define its membership, officers, board members, personnel, duties, meetings, quorum, and other rules of procedure.

SECTION II: URBAN RENEWAL FUNCTIONS AND ACTIVITIES

1. Use of City Employees. The City hereby authorizes the Authority to utilize the services of certain specified City employees to assist the Authority in work related to urban renewal projects in the City.

- A. The Authority shall have the use of Urban Renewal Employees in order to carry out Urban Renewal Activities, and may give general direction to those employees in connection with those Authority activities.
- B. Such authorization shall not entitle the Authority to cause the Urban Renewal Employees to violate any of the general rules and policies pertaining to City employees.
- C. The Urban Renewal Authority Employees are considered full-time employees compensated by the City, and, as such, the Authority shall not supplement the compensation of the Urban Renewal Employees with funds from any source.
- D. The Authority may designate any one of the Urban Renewal Employees or the City supervisor of those employees as the executive director of the Authority for convenience in carrying out Authority activities.

2. Property Acquisition and Disposal.

- A. Land and other real property acquired by the Authority in the execution of its Urban Renewal Activities shall be titled in the name of the Authority, except when such acquisition is undertaken with the intent for the City to hold or improve the property for a public purpose;
- B. Disposition of any property acquired by the Authority shall be in conformance with federal regulations when such federal funds are utilized, and shall be in compliance with C.R.S. § 31-25-106 of the Act;
- C. The Authority will cooperate with the City in distinguishing the purpose for the property acquisition prior to its purchase; and
- D. The City will continue to insure all real property purchased by the Authority, until such property is disposed for urban renewal purposes.

SECTION III: TAX INCREMENT DISTRICTS

3. The City has determined that area conditions, as defined by state law, exist sufficient to warrant the designation of each Tax Increment District as "blighted" and eligible for Tax Increment Financing support as follows:

- A. The City has determined that the purposes and goals for its establishment of its four Redevelopment and Tax Increment Financing Districts, each of which have been established for ten years or less, remain valid, relevant, and essential

to address the original conditions of blight, which have not been adequately remediated at the date of execution of this Agreement.

- B. The Tax Increment Financing revenue generated independently from each of the referenced Redevelopment and Tax Increment Financing Districts shall be pledged as an obligation of the Authority to accomplish the Urban Renewal Plan.
- C. The Authority will establish a line of credit from the City in the amount of \$750,000, subject to annual appropriation; or, alternately, with a private lender, against which the Authority may borrow funds on a short-term basis to accomplish approved Urban Renewal Activities and for which tax increment revenues are pledged for repayment.
- D. The Authority will continue to expend the tax increment revenues generated from each of the Redevelopment and Tax Increment Financing Districts for the remaining life of each district or until their urban renewal objectives under each Urban Renewal Plan are fully accomplished, whichever occurs first.
- E. The foregoing shall constitute the full and complete Agreement between the City and the Authority as it relates to on-going authorization for the expenditures related to tax increment financing, except that for each activity or project for which the Authority would borrow funds from the City as a line of credit for repayment from its tax increment fund, a promissory note and individual cooperation agreement shall first be approved by the City and the Authority.

SECTION IV. TRANSFER OF CERTAIN FUNCTIONS TO THE CITY

4. Upon the effective date of this Cooperation Agreement, the City and the Authority shall cause all functions of the Authority previously performed under the G-Hope Cooperation Agreement and such functions of the Authority which involved the management of the Community Planning and Development Funds ("CPDF") to be transferred from the Authority to the City. The Parties hereby ratify any actions of the Authority involving the functions, management and operation by the Authority of such activities under the G-Hope Cooperation Agreement and such functions of the Authority which involved the management of the Community CPDF, and the Parties agree that all such functions after the effective date of this Agreement shall be the responsibility of the City. The Authority shall take all necessary actions to transfer the above functions to the City as provided hereunder.

SECTION V: GENERAL PROVISIONS

5. Term. This Agreement shall remain in full force and effect until terminated by mutual decision or by unilateral action of one party, upon at least thirty days' written notice to the other party.

6. Governing Law. This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and shall be subject to the limitations if any that are applicable under the Charter or ordinances of the City.

7. Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first-class mail postage prepaid addressed as follows:

If to the City:

Attn: City Manager
1000 10th Street
Greeley, Colorado 80631

With copy to:

Attn: City Attorney
1000 10th Street
Greeley, Colorado 80631

If to the Authority:

John Hall
Urban Renewal Secretary
1100 10th Street
Greeley, Colorado 80631

With copy to:

Corey Y. Hoffmann
Authority Counsel
510 16th Street, Suite 610
Denver, CO 80202

The City or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

8. Subject to Annual Appropriation. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City or the Authority that are not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City or the Authority hereunder shall extend only to monies currently appropriated.

9. Severability. In the event that any provision of this Cooperation Agreement shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision hereof.

10. Entire Agreement — Amendments. This Amended and Restated Cooperation Agreement restates and reaffirms the terms of all prior agreements between the parties. There are no promises, terms, conditions, or obligations other than those contained within this Amended and Restated Cooperation Agreement. This Amended and Restated Cooperation Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto relating to the matters set forth herein. This Agreement may be further amended by written agreement between the City and the Authority. The parties, from time to time, each may enter into separate agreements for specific projects that are in the nature of Urban Renewal Activities that are not specifically included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Cooperation Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

CITY OF GREELEY, COLORADO

By: _____
John Gates, Mayor

Attest:

, City Clerk

GREELEY URBAN RENEWAL AUTHORITY

By: _____
Jediah Cummins, Board Chair

Attest:

John Hall, Board Secretary



Council Agenda Summary

July 16, 2024

Key Staff Contact: Mandy Shreve, Housing Solutions Director

Title:

A resolution authorizing a grant agreement with the State of Colorado Department of Local Affairs (DOLA) to receive grant funds through the supportive housing for Olmstead Advancement Program

Summary:

The City of Greeley has applied for and been awarded funding from the Colorado Department of Local Affairs (DOLA) Division of Housing through the Supportive Housing for Olmstead Advancement Program in the amount of \$108,000.00 and as part of the grant requirements, the City and North Range will provide matching funds in the amount of \$266,286. The DOLA Grant funds will be spent on costs directly related to tenancy support services. To receive the grant funds the City must execute a Grant Agreement with the State of Colorado, a copy of which are attached as Exhibit A and incorporated herein by reference. If Council accepts grant funds it will be reflected in the October appropriation for the 2024 budget as an increase of \$108,000 to fund 176 as a result of new grant revenue. The City of is authorized by Section 3-5 of the Greeley City Charter and Section 2-186 of the Greeley Municipal Code to enter into intergovernmental agreements to furnish governmental services.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	No
What fund of the City will provide Funding?	176
What is the source of revenue within the fund?	State of Colorado Department of Local Affairs Division of Housing, City of Greeley, North Range Behavioral Health
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes, \$266,286 from City of Greeley and North Range Behavioral Health
Is this grant onetime or ongoing?	Onetime with possibility for renewal depending on

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None.

Strategic Focus Area:



Housing For All

Decision Options:

- 1) Adopt the resolution as presented; or
- 2) Amend the resolution and adopt as amended; or
- 3) Deny the resolution; or
- 4) Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution as presented.

Attachments:

1. Resolution No. 23 , 2024 with Exhibit A
2. City of Greeley Award Letter

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 23 2024**

**A RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE STATE OF
COLORADO, DEPARTMENT OF LOCAL AFFAIRS, TO RECEIVE GRANT FUNDS
THROUGH THE SUPPORTIVE HOUSING FOR OLMSTEAD ADVANCEMENT
PROGRAM**

WHEREAS, the City of Greeley has applied for and been awarded funding from the Colorado Department of Local Affairs Division of Housing through the Supportive Housing for Olmstead Advancement Program in the amount of \$108,000.00 and as part of the grant requirements, the City and North Range will provide matching funds in the amount of \$266,286; and

WHEREAS, the DOLA Grant funds will be spent on costs directly related to tenancy support services; and

WHEREAS, to receive the grant funds the City must execute a Grant Agreement with the State of Colorado, a copy of which are attached as Exhibit A and incorporated herein by reference; and

WHEREAS, if Council accepts grant funds it will be reflected in the October appropriation for the 2024 budget as an increase of \$108,000 to fund 176 as a result of new grant revenue; and

WHEREAS, the City of is authorized by Section 3-5 of the Greeley City Charter and Section 2-186 of the Greeley Municipal Code to enter into intergovernmental agreements to furnish governmental services.

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

Section 1. The City Council hereby authorizes the City to enter into an Intergovernmental Agreement with the State of Colorado, Department of Local Affairs for acceptance of a grant, and authorizes the City Manager to sign the grant agreement.

Section 2. This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 16th DAY OF JULY,
2024 *nunc pro tunc* to July 2, 2024.**

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

STATE OF COLORADO
GRANT AGREEMENT

COVER PAGE

State Agency Department of Local Affairs, for the benefit of the Division of Housing.	Contract Encumbrance Number H5BA0133928
	CMS # 190576
Grantee City of Greeley Grantee UEI N/A – State Funds	Agreement Performance Beginning Date The Later of the Effective Date or July 1, 2024
	Initial Agreement Expiration Date June 30, 2025
Agreement Maximum Amount \$108,000.00	Fund Expenditure End Date June 30, 2025
Agreement Authority - Authority for this Agreement arises from CRS §24-32-721. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and the required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.	
Agreement Purpose Provide Tenancy Support Services (TSS) to participants of a supportive housing program per the parameters of the Supportive Housing for Olmstead Advancement Program and the Grantee’s associated application.	
Exhibits - The following Exhibits and attachments are included with this Agreement: Exhibit A - Applicable Laws Exhibit B - Statement of Project Exhibit C - Reserved Exhibit D – Reserved Exhibit E – PII Certification Exhibit F – Reserved Exhibit G - Sample Option Letter	
Order of Precedence In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Colorado Special Provisions in §19 of the main body of this Agreement. 2. The provisions of the other sections of the main body of this Agreement. 3. Exhibit B, Statement of Project 4. Exhibit A, Applicable Laws 5. Exhibit E, PII Certification 6. Exhibit G, Sample Option Letter	
Principal Representatives For the State: Alison George, Director Division of Housing Department of Local Affairs 1313 Sherman Street, Rm 320 Denver, CO 80203 Alison.george@state.co.us For Grantee: Raymond C. Lee III, City Manager City of Greeley 1000 10 th Street Greeley, CO 80631 Raymond.lee@greeleygov.com	

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE CITY OF GREELEY By: <u>DocuSigned by: Raymond Lee BB0FD0744BA543F...</u> Raymond C. Lee III, City Manager Date: <u>7/2/2024 8:21 AM MDT</u>	STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Maria De Cambra, Executive Director By: <u>DocuSigned by: Maria De Cambra 0920A07707B9482...</u> Maria De Cambra, Executive Director Date: <u>7/2/2024 1:17 PM MDT</u>
	DIVISION OF HOUSING Contract Reviewer By: <u>DocuSigned by: Kristin Toombs 065E27694A9C4BB...</u> Kristin Toombs, Office of Homeless Initiatives Date: <u>7/2/2024 8:45 AM MDT</u>
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: <u>DocuSigned by: Beulah Messick - DDA DFA04368247F476...</u> Beulah Messick, Controller Delegate Effective Date: <u>7/2/2024 4:37 PM MDT</u>	

TABLE OF CONTENTS

	COVER PAGE	1
	SIGNATURE PAGE	2
1.	PARTIES	3
2.	TERM AND EFFECTIVE DATE	3
3.	DEFINITIONS	5
4.	STATEMENT OF WORK	8
5.	PAYMENTS TO GRANTEE	8
6.	REPORTING - NOTIFICATION	10
7.	GRANTEE RECORDS	11
8.	CONFIDENTIAL INFORMATION-STATE RECORDS	12
9.	CONFLICTS OF INTEREST	13
10.	INSURANCE	14
11.	BREACH OF AGREEMENT	18
12.	REMEDIES	18
13.	DISPUTE RESOLUTION	20
14.	NOTICES AND REPRESENTATIVES	20
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	21
16.	STATEWIDE CONTRACT MANAGEMENT SYSTEM	22
17.	RESTRICTIONS ON PUBLIC BENEFITS	22
18.	GENERAL PROVISIONS	22
19.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)	26
	EXHIBIT A - APPLICABLE LAWS	1
	EXHIBIT B - STATEMENT OF PROJECT	1
	EXHIBIT C - [RESERVED]	1
	EXHIBIT D - [RESERVED]	1
	EXHIBIT E - PII CERTIFICATION	1
	EXHIBIT F - [RESERVED]	1
	EXHIBIT G - SAMPLE OPTION LETTER	1

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO (the “State”) acting by and through the Department of Local Affairs (“DOLA”) for the benefit of the Division of Housing (“DOH”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE**A. Effective Date**

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. The total duration of this Agreement including the exercise of any options to extend shall not exceed five (5) years from its Effective Date without approval of the Colorado Office of the State Controller.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than sixty percent (60%) completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Reserved.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. "Award"** Reserved.
- C. "Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. "Budget"** means the budget for the Work described in **Exhibit B, §5.2**.
- E. "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- F. "CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- G. "CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- H. "Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- I. "End of Term Extension"** means the time period defined in **§2.D**.

- J.** “**Exhibits**” means the exhibits and attachments included with this Grant as shown on the Cover Page for this Agreement.
- K.** “**Extension Term**” means the time period defined in §2.C.
- L.** “**Federal Award**” Reserved.
- M.** “**Federal Awarding Agency**” Reserved.
- N.** “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- O.** “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- P.** “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- Q.** “**Initial Term**” means the time period defined in §2.B.
- R.** “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- S.** “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- T.** “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- U.** “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S. , and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et seq.*, C.R.S.
- V.** “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- W.** “**Project**” means the overall project described in Exhibit B including, without limitation, the Work and the Services.
- X.** “**Subject Property**” means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.
- Y.** “**Recipient**” Reserved.
- Z.** “**Services**” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- AA.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- BB.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- CC.** “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- DD.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- EE.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- FF.** “**Subrecipient**” Reserved.
- GG.** “**Tax Information**” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- HH.** “**Uniform Guidance**” Reserved.
- II.** “**Work**” means the Goods delivered and Services performed pursuant to this Agreement.
- JJ.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work.

“Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Satisfactory performance of the terms of this Agreement is a condition precedent to the State’s obligation to pay Grantee.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within forty-five (45) days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within forty-five (45) days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of one percent (1%) per month, as required by §24-30-202(24) (a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within thirty (30) days following the earlier to occur of Grantee’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The

calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Federal Recovery

Reserved.

C. Matching Funds

Grantee shall provide Matching Funds as provided in **Exhibit B**. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit B** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit B** and §5.A for all allowable costs described in this Grant and shown in the Budget in **Exhibit B**, except that Grantee may adjust the amounts between each line item of the Budget as provided for in §5.2 of **Exhibit B**, without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement

or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit B**. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to §5.2.2.1 of **Exhibit B** and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

DOLA shall not release final payment until Grantee has met its close-out obligations, which include, without limitation, completion of the Project, and compliance with all monitoring reporting requirements. Grantee shall close out this Award within forty-five (45) days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State may withhold up to 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Periodic Reports

In addition to any reports required pursuant to §§6, 7 & 16 of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit B**.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State as provided in §7 of **Exhibit B** and no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing

an evaluation and review of Borrower's performance and the final status of Borrower's obligations hereunder.

D. Violations Reporting

Grantee shall immediately disclose, in a timely manner, in writing to notify the State in writing, all violations of Federal or State criminal law as provided in §14, of any civil lawsuit, criminal charge or notice of violation, currently pending, hereinafter filed or entered in a court of law, against Grantee, a principal of Grantee, the Responsible Administrator, or Other Key Personnel identified in §§4.1 and 4.2 of Exhibit B, involving theft, fraud, bribery, or gratuity violations, embezzlement, professional negligence or malfeasance potentially affecting the Agreement. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three (3) years following the Project Close-Out Date, as defined in §2 of **Exhibit B** or three (3) years following termination of this Agreement, whichever is longer. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at

any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable; **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ; and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to

Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et seq.*, C.R.S., Borrower, including, but not limited to, Borrower's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Borrower is given direct access to any State databases containing PII, Borrower shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Borrower's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Borrower has direct access to any State databases containing PII. If Borrower uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Borrower shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's

employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

- D.** Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Borrower further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one (1) fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

This section ☒ shall | ☐ shall not apply to this Grant.

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

This section ☒ shall | ☐ shall not apply to this Grant.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §10.A through §10.E above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

H. Property Insurance

If Grant Funds are provided for the acquisition, construction, or rehabilitation of real property, insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

I. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or

hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §10.H above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

J. Builder's Risk Insurance

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- i. The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.
- ii. All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed \$10,000.
- iii. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's and Subcontractor's services and expenses required as a result of such insured loss.
- iv. Builders Risk coverage shall include partial use by Grantee and/or property owner.
- v. The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

K. Pollution Liability Insurance

If Grantee and/or its Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. The Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor.

L. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

M. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

N. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven (7) days of Grantee's receipt of such notice.

O. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

P. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Grantee's execution of the subcontract. No later than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or

inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with

noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

f. Technical Assistance

State may elect to conduct on-site monitoring and work closely with Grantee until the Project is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee's business operations.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within ten (10) Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S. and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact

information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

Reserved.

ii. Patents

Reserved.

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. RESTRICTIONS ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS 24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,
- B. Execute a Residency Declaration attached as Form 1, or a substantially similar form as determined by the State.

18. GENERAL PROVISIONS**A. Applicable Laws**

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended including, without limitation, those set forth on **Exhibit A, Applicable Laws**. Grantee also shall require compliance with such laws and regulations by Subcontractors under subcontracts permitted by this Grant.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

C. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Binding Effect

Except as otherwise provided in **§17.B** and **Exhibit B**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

E. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

F. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

G. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

J. Jurisdiction and Venue

Reserved.

K. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount, and in the

Statement of Work (**Exhibit B**), adjust the Project Budget, modify the Service Area, the Milestones, the Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to **Exhibit G**, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

iii. Items not Requiring Modification - Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent.

L. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

M. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

N. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

O. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

P. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political

subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

Q. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.B** of this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

R. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

S. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

T. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

U. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

V. Indemnification [Reserved].

W. Compliance with State and Federal Law, Regulations, and Executive Orders

Reserved.

X. Accessibility

- i. Grantee shall comply with Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103(2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the

State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

- ii. The State may require Borrower's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Borrower's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. Statutory Approval. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S. then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. Vendor Offsets and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments

under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A - APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621, et seq.
3. Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d).
5. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359.
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, implementing regulations at 24 CFR Part 8.
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, et seq.
9. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq.
10. CRS 24-34-301, et seq. (Colorado Civil Rights).
11. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, implementing regulations at 24 CFR Part 135.
12. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq., implementing regulations at 49 CFR Part 24.
13. Davis-Bacon Act, 40 U.S.C. 3141, et seq., implementing regulations at 29 CFR Parts 1, 3, 5, 6, and 7.
14. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701, et seq., implementing regulations at 29 CFR Part 5.
15. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), 2 CFR Part 200.
16. Colorado Local Government Audit Law, CRS 29-1-601, et seq.
17. Colorado Housing Act of 1970, CRS 24-32-701 et seq.
18. CRS 24-75-601, et seq. (Funds – Legal Investments).
19. McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.).

EXHIBIT B
STATEMENT OF WORK
TENANCY SUPPORT SERVICES

1. GENERAL REQUIREMENTS

- 1.1. Project Description.** Grantee shall use the Grant Funds to provide Tenancy Support Services (“TSS”) in a supportive housing model to approximately thirty (30) Households (as defined in §2 of this Exhibit B) within the Supportive Housing for Olmstead Advancement project who have been matched with a State Housing Voucher (SHV). Grantee shall conduct in-reach and outreach, housing search, counseling services, and other services as described herein as TSS that support each Household’s ability to transition to stable housing and successfully maintain tenancy. In providing TSS, Grantee will follow services standards as defined herein.
- 1.2. Preference.** Grantee shall give a preference to Households based on the preferences listed in the DOH-approved Participant Selection Plan.
- 1.3. Service Area.** Grantee’s performance of services shall occur in the City of Greeley.
- 1.4. Grantee’s Obligations.**
- 1.4.1.** Grantee shall implement the Project, administer this Agreement, and provide required documentation to the State as specified herein.
- 1.4.2.** Grantee shall enter into written agreement(s), the content of which meet DOH’s requirements, with the following individuals or entities prior to disbursing any funds:
- 1.4.2.1.** Any Subcontractor engaged by Grantee to aid in performance of the Work.
- 1.4.2.2.** Reserved.
- 1.4.3. Assignment.** Grantee’s rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 1.4.4. Time of Performance.** Grantee shall commence performance of its obligations on the Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with §2C of the main body of this Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Key Personnel at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.
- 1.4.5. Tenancy Support Services.** Grantee shall provide TSS in a manner consistent with the descriptions of TSS provided herein, including the following services standards:

- 1.4.5.1. Grantee shall have a staff-to-client ratio of no less than one case manager to every 15 households.
 - 1.4.5.2. Grantee shall identify internal funding sources and/or work with community partners to ensure a minimum \$7,200 per household per year in services, unless otherwise approved by DOH. This minimum is based on best practices in supportive housing.
 - 1.4.5.3. Staff should have relevant education and experience to implement TSS and other supportive services for quality supportive housing.
 - 1.4.5.4. Staff should be community-based and multi-disciplinary.
 - 1.4.5.5. TSS should be implemented using current best practices, as described and defined herein. Other services and treatment models may be coordinated with or incorporated into the services programming based on the individuals served.
 - 1.4.5.6. The delivery of services should be guided by the principles of cultural competence, recovery and resiliency, with an emphases on building individuals' strengths and resources in the community, with family, and with peer/social network.
 - 1.4.5.7. Following Housing First, services must be voluntary and driven by individual choice. Recognizing that individuals may initially or periodically refuse assistance or services, the applicant must demonstrate that staff will assertively and creatively engage participants including outreaching participants multiple times and in multiple settings to maximize participation in services. When implemented to fidelity, connection to services, resources, healthcare, and other programs should increase for participants.
 - 1.4.5.8. TSS should be provided in a manner that supports residents while reducing the potential spread of COVID-19. In Colorado and across the U.S., COVID-19 is hitting low- and extremely low-income individuals and families who were already severely cost-burdened especially hard, increasing their risk of experiencing an episode of sheltered or unsheltered homelessness. It is also estimated that persons experiencing homelessness infected with COVID-19 are twice as likely to be hospitalized, two to four times as likely to require critical care, and two to three times as likely to die from the illness as the general population. TSS is an effective means of resolving homelessness, increasing housing stability, and reducing emergency system utilization for the target population. These strategies help reduce the associated risk related to COVID-19.
- 1.4.6. **Collaboration.** Grantee shall work collaboratively with community-based partners and referral sources as necessary to ensure that all Households served acquire and maintain housing as efficiently as possible. Grantee may attend and participate in case conferencing meetings to identify eligible Households for the Project and assist in process improvements as necessary. Grantee shall work in

conjunction with the project voucher administrator and property management as necessary to ensure the intentions and outcomes of this Agreement.

1.4.7. Homeless Management Information System: Grantee shall utilize the local Continuum of Care (CoC) Homeless Management Information System (HMIS) for intake, program enrollment, move-in (if applicable), service provision (if applicable), annual assessments, and exit data collection. If Grantee does not have access to CoC HMIS, Grantee shall seek approval from DOH to partner with an agency that has access. Grantee agrees to fully comply with all HMIS rules and regulations including, without limitation, the following:

1.4.7.1. Grantee shall perform data entry within five (5) days of intake, program enrollment, move-in (if applicable), service provision (if applicable), and discontinuance of participation by a Household.

1.4.7.2. Grantee shall run regular data quality checks to ensure data is accurate.

1.4.7.3. Grantee shall sign all required CoC HMIS agreements and adhere to all CoC HMIS policies and procedures. (These agreements are available from the CoC HMIS administrator for each CoC.)

1.4.7.4. Grantee shall submit and update data in the HMIS Database as requested/necessary to complete TSS performance reports (per §7.3 of this Exhibit B), as well as any other reports required by the CoC.

1.4.7.5. Grantee shall provide other information as requested by DOH for reporting and program evaluation purposes including, without limitation, the number of Households, the status of each Household, the location of units, the progress of the Households, and any other information deemed relevant by DOH.

1.4.7.6. Grantee shall ensure there is a current HMIS Client Consent Form on file for each Household.

2. DEFINITIONS

The following terms pertain to the Statement of Work, and shall be construed and interpreted as follows:

2.1 Administrative Plan. “Administrative Plan” means DOH’s Housing Choice Voucher (HCV) and Rental Assistance Programs (RAP) Administrative Plan, which is available on the DOH website.

2.2 Area Median Income. The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. DOH sets voucher payment standards annually using HUD income limits.

2.3 Behavioral Health. “Behavioral Health” is the scientific study of the emotions, behaviors and biology relating to a person’s mental well-being, their ability to function

in everyday life and their concept of self. Behavioral health conditions include: substance use disorders; alcohol and drug addiction; and serious psychological distress, including suicide ideation and mental disorders.

2.4 Beneficiaries. Reserved.

2.5 Chronically Homeless. Reserved.

2.6 Continuum of Care. “Continuum of Care” means a regional or local planning body that coordinates a strategic system of housing and services for homeless families and individuals within a defined geographic area.

2.7 Coordinated Entry. “Coordinated Entry” means is a regional, client-centered process that enables communities to assess and identify the housing and support needs of individuals experiencing homelessness. Coordinated Entry Systems also match the right level of service and housing intervention as quickly and efficiently as possible, while being respectful of client choice and local providers.

2.8 DOH. “DOH” means the Colorado Department of Local Affairs, Division of Housing.

2.9 Extremely Low Income. “Extremely Low Income” means a household whose income is at or below 30% of Area Median Income as determined by HUD.

2.10 Harm Reduction. “Harm Reduction” means a set of practical approaches aimed to reduce the harm associated with substance use rather than on the prevention of substance use itself. Harm reduction approaches recognize that individuals can be at different stages of recovery and that effective interventions should be individually tailored to each individual’s stage. Such strategies have been effective in reducing morbidity and mortality for such individuals by incorporating strategies from safer use, to managed use, to abstinence. Individuals are allowed to make choices about use and treatment, and regardless of the choices, are not treated adversely, housing status is not threatened, and help continues to be available.

2.11 Homeless Management Information System (HMIS). “Homeless Management Information System” is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD’s data collection, management, and reporting standards.

2.12 Housing First. “Housing First” means homeless assistance approach that prioritizes providing non-time limited housing to people experiencing homelessness, thus ending their homelessness. It serves as a platform from which individuals can pursue personal goals and improve quality of life. This approach is guided by the belief that people need basic necessities, such as food and housing before attending to other goals of self-sufficiency, such as employment, budgeting, substance use treatment.

2.13 Housing Quality Standards (HQS). “HQS” are the minimum quality standards for rental assistance programs to ensure the housing unit is safe, decent, and sanitary. HQS are required both at initial occupancy and during the duration of housing assistance.

2.14 Household. “Household” means an extremely low-income individual or head of household over the age of 18 who requires long-term supportive services in order to

maintain stable housing; is experiencing homelessness or would be upon discharge/release; and has a disabling condition, disabilities, or special needs, such as those with a behavioral health condition, as verified by a knowledgeable professional. Further eligibility criteria for households in this program are dictated in the DOH-approved Tenant or Participant Selection Plan.

- 2.15 HUD.** “HUD” is the United States Department of Housing and Urban Development.
- 2.16 Indirect Costs.** “Indirect Costs” means those costs that have been incurred for shared or joint objectives and cannot be readily identified with any particular activity. After direct costs have been determined and assigned directly to the grant award, or other work as appropriate, indirect costs are those that remain to be allocated. Examples include: office rent, utility, insurance, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; and purchases, transportation, and staff expenses that benefit multiple program areas. Further guidance on indirect costs is provided in 2 CFR Part 200, Subpart E.
- 2.17 Lack Housing or Homeless.** “Lacking Housing” or “Homeless” refers to a household that is living unsheltered, in a place not meant for human habitation or in a homeless shelter, or is at risk of losing their housing within 14 days. Homelessness is defined as living in a place not meant for human habitation, in emergency shelter, in temporary housing (e.g. - safe haven, transitional housing, bridge housing, or rapid rehousing), or exiting an institution where the person temporarily resided.
- 2.18 Other Funds.** “Other Funds” means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.
- 2.19 Pre-Agreement Costs.** Reserved.
- 2.20 Project Close-Out Date.** “Project Close-Out Date” shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.
- 2.21 Public Housing Authority.** “Public Housing Authority,” also called “Public Housing Agency” or “PHA,” means an entity established under the U.S. Housing Act of 1937 tasked with providing decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. The Department of Local Affairs, Division of Housing is one of more than 3,300 PHAs across the United States responsible for administering and maintaining Public Housing programs in partnership with the U.S. Department of Housing and Urban Development, including the Housing Choice Voucher program and State Housing Voucher program.
- 2.22 Rental Assistance.** “Rental Assistance” means Housing Assistance Payments (HAP) paid on behalf of households by a Public Housing Authority (PHA) directly to property owners/landlords. Rental Assistance is non-time limited and units must meet HQS standards before rental assistance payments can be made. Rental Assistance must follow the PHA’s Voucher Administrative Plan policies, procedures and regulations.
- 2.23 SAMHSA.** Reserved.
- 2.24 Serious Mental Illness (“SMI”).** Reserved.

- 2.25 State Housing Voucher (SHV).** “State Housing Voucher” means a tenant-based voucher provided through DOH state-funded sources. SHVs provide rental and security deposit assistance to assist eligible households in leasing safe, decent, and affordable rental housing.
- 2.26 Substantial Completion.** “Substantial Completion” means that Grantee has achieved the milestones and targets identified in §3.2 of this Exhibit B and served the Households identified in §1.1 of this Exhibit B.
- 2.27 Supportive Housing.** “Supportive Housing,” also known as Permanent Supportive Housing (PSH), means decent, safe, affordable, community-based housing that provides tenants with the rights of tenancy, Tenancy Support Services, and links to other intensive supportive services using best practices, particularly the Housing First model, as well as Harm Reduction and Trauma-informed approaches. Supportive Housing is designed to allow tenants to live as independently as possible.
- 2.28 Tenancy Support Services (TSS).** “Tenancy Support Services” or “TSS” means housing-related activities and services that support an individual or household’s ability to prepare for and transition to housing, and support the individual or household in being a successful tenant in the housing arrangement and thus able to sustain tenancy. TSS are deployed using the Supportive Housing model and include: in-reach and outreach, housing search and counseling service (including lease-up assistance, engagement, and on-going tenancy support services). Utilization of TSS by a household is voluntary and driven by individual choice.
- 2.29 Trauma-Informed Care.** “Trauma-Informed Care” is an approach to the delivery of behavioral health services that includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through a cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events. A trauma-informed approach realizes the widespread impact of trauma; understands potential paths for healing; integrates knowledge of trauma into policies and practices; and seeks to actively prevent re-traumatization.
- 2.30 Voucher Administrator.** “Voucher Administrator” means the Agency contracted to administer Rental Assistance Vouchers in accordance with an Administrative Plan.

3. DELIVERABLES

- 3.1 Outcome.** Full implementation of the Project and achievement of all Performance Measures.
- 3.1 Performance Measures.** Grantee shall comply with the following Benchmarks and Measures.
- 3.1.1 Benchmark A: Secure successful permanent housing as quickly as possible for participants.**
- 3.1.1.1 Measure 1:** Enroll and serve at minimum the number of households anticipated to serve as stated in grant agreement within the grant period.
- 3.1.1.2 Measure 2:** An average of 60 days from project start date to move-in date.

3.1.2 Benchmark B: Reduce recidivism to homelessness, incarceration, or hospitalization.

3.1.2.1 Measure 1: At least 85 percent of adult participants who enter housing maintain stable, permanent housing.

3.1.2.2 Measure 2: At least 85 percent of adult participants are referred to and successfully connected with primary care, specialty care, and/or behavioral health services within one year of program enrollment.

3.1.3 Benchmark C: Increase stability of project participants.

3.1.3.1 Measure 1: At least 80 percent of adult participants increase, secure, and/or maintain non-cash benefits after one year or upon program exit.

3.1.3.2 Measure 2: At least 80 percent of adult participants increase, secure, and/or maintain income (unearned and earned) after one year or upon program exit.

3.1.3.3 Measure 3: At least 80 percent of adult participants secure and/or maintain health insurance (including Medicaid) after one year or upon program exit.

3.1.3.4 Measure 4: At least 80 percent of adult participants participate in employment, educational, and/or volunteer opportunities (digital or in-person) provided through the Supportive Housing program or available through the broader community within one year of program enrollment.

3.1.3.5 Measure 5: At least 80 percent of adult participants participate in one or more community-building events or social activities (digital or in-person) provided through the Supportive Housing program or available through the broader community within one year of program enrollment.

4. KEY PERSONNEL

4.1 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Juliana Kitten, Assistant
City Manager for Homelessness and Housing
City of Greeley
1000 10th Street, Greeley, CO 80631
Juliana.kitten@greeley.gov.com

4.2 Other Grantee Key Personnel. Emma Carroll, Business Analyst,
emma.carroll@greeleygov.com

4.3 DOH Key Personnel. Ash Obermeyer, Homeless Programs Specialist,
Ash.obermeyer@state.co.us

4.4 Replacement Personnel. If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant

to this subsection shall be sent in accordance with §14 of the main body of the Agreement, with a copy to DOH Key Personnel. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING

The Agreement Maximum Amount to be provided by the State is set forth on the Cover Page of the Grant Agreement and is shown for convenience in §5.2.1 as “Grant Funds (DOLA)”.

5.1 Other Funds. Grantee shall provide all funds necessary to complete the Project. All Sources, other than the DOLA Grant Funds and Matching Funds (if any), are good faith estimates.

5.2 Project Budget.

5.2.1 Sources.

Source	Amount
Grant Funds (DOLA)	\$108,000.00
Matching Funds	\$266,286.00
Total	\$374,286.00

5.2.2 Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4.1). A detailed description of uses is provided in §5.2.3.

Use	Amount
Tenancy Support Services Delivery	\$104,760.00
Tenancy Support Services Administrative Costs	\$3,240.00
Total	\$108,000.00

5.2.2.1 Pre-Agreement Costs. [Reserved].

5.2.3 Descriptions of Uses. Following are descriptions of the Uses listed in §5.2.2.1.

5.2.3.1 Shortened Timeframe for “Incur by 6/30/24” Line Items. [Reserved].

5.2.3.2 Tenancy Support Services Delivery. “Tenancy Support Services Delivery” shall include the following:

5.2.3.2.1 In-reach & Outreach: Connecting with the target population while experiencing homelessness, to ensure eligible households are referred through Coordinated Entry or another DOH-approved coordinated referral process.

5.2.3.2.2 Housing Search and Counseling Services, including Lease-up Assistance: Assisting in locating and/or securing suitable housing and be a liaison between the landlord and/or property management and the household. Assisting in the collection and preparation of required documentation for eligibility and/or housing and rental subsidy applications, such as homeless status, disability, family status, reasonable accommodation, and income verification. Working with DOH Voucher Administrator and property management to complete

necessary initial and on-going housing paperwork, including lease negotiations, signing, and other lease-up and recertification documents.

5.2.3.2.3 Engagement: Work to engage households after housing placement to encourage, but not require participation in: Tenancy Support Services; other supportive services such as behavioral health care; development of an individualized housing stability plan; and other residential activities such as community building events. Make on-going efforts to encourage all households to connect to services and will develop a housing stability plan used to guide the Household's goals towards improved well-being, self-sufficiency, and housing stability.

5.2.3.2.4 Long-term Support Services: Make regular and frequent contact with each household to ensure needs are met and daily living skills are sufficient to remain safely housed. Act as liaison between landlords/property management, voucher administering agency, and households to assist with conflict resolution in an effort to maintain housing. Respond to landlord/property management as swiftly as possible. The level of need for, the types of, and the frequency of services will be determined by the household with support by the program staff and will be outlined in the plan. Supports may include, but are not limited to: Acquiring necessary furnishings and household goods, Moving assistance, Tenancy rights and responsibilities education, Eviction prevention supports, Coordination of access to healthcare related services including: primary care, substance use treatment, mental health care, vision and dental care, and emergency, crisis, and inpatient services, Transportation assistance related to housing stability, Entitlements assistance, Independent living skills coaching, De-escalation support, Linkages to education, job skills training, and employment support, Support groups, Re-engagement and relocation support.

5.2.3.2.5 Personnel Costs. Personnel Costs directly related to the delivery of TSS include salary and fringe benefits.

5.2.3.2.6 Indirect Costs. Pursuant to 2 CFR § 200.414, Grant Funds may be used to pay for indirect costs in accordance with 2 CFR Part 200, Subpart E. Prior to requesting reimbursement for indirect costs, Grantee must discuss the indirect cost rate with DOH Key Personnel and submit corresponding documentation to DOH Key Personnel as requested.

5.2.3.3 Tenancy Support Services Administrative Costs. "Tenancy Support Services Administrative Costs" shall include costs directly related to the administration of the Tenancy Support Services Delivery, such as the planning and execution of grant activities, including general management, oversight, coordination, evaluation, and reporting on grant activities.

5.3 Matching Funds. Grantee shall provide the funds identified as "Matching Funds" in §5.2.1, above, unless otherwise approved in writing by DOH. The funds identified as "Matching Funds" were determined per best practices listed in §1.4.5.2 of this Exhibit B. Matching Funds may only be used for the eligible costs described in §5.2.3 of this Exhibit B.

5.4 Project Budget Line Item Adjustment.**5.4.1** Reserved.**5.4.2** Reserved.**6. PAYMENTS TO GRANTEE**

Payments to Grantee shall be made in accordance with the provisions of **§5** of the main body of the Agreement, and **§6** of this **Exhibit B**.

- 6.1 Payment Schedule.** Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20th (to the extent possible) in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. Grantee shall submit pay requests to the DOH Key Personnel listed in **§4.3**. DOH shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment. Payments may be withheld, at DOH's reasonable discretion, pending submission by Grantee and approval by DOH of any reports or completion by Grantee of any administrative requirements set forth in the main Grant Agreement or this Exhibit B.

Payment	Amount	
All payments	100% of Payment Request	Paid upon DOLA's receipt of actual expense documentation and written requests from the Grantee for reimbursement of eligible approved Project costs.
Total	\$108,000.00	

Any excess Grant Funds shall be returned to DOLA via deobligation letter from Grantee within 60 days of end of project.

- 6.2 Pay Request Process.** Payment requests shall be submitted to DOH Key Personnel via the cloud-based program administration platform Neighborly Software. Each request shall include all required/appropriate information and documentation necessary, per guidance provided by DOH, in order for DOH to verify eligibility of expenses.
- 6.3 Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the main body of the Agreement:

City of Greeley 1000 10 th Street Greeley, CO 80631
--

- 6.4 Interest.** If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to \$500 per year for administrative expenses. All interest earned in excess of \$500 shall be remitted to DOLA.

7. ADMINISTRATIVE REQUIREMENTS – STATE

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this **Exhibit B**.

- 7.1 Accounting.** Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** of this Exhibit B above.
- 7.2 Audit Report.** If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit a copy of the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203
Or email to: dola.audit@state.co.us and
Ash.obermeyer@state.co.us

- 7.3 Reporting.** In addition to any reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee pursuant to **§6.1** of this Exhibit B.
- 7.3.1 Quarterly Performance Reports.** Within 20 calendar days after the end of each quarter, Grantee shall submit a quarterly performance report. The quarterly performance report shall be completed using the reporting template which DOH shall provide and shall include reporting on the expected deliverables as described in **§3** and **§1.4.7** (HMIS) of this Exhibit B. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.
- 7.3.2 Annual Report.** Within 30 calendar days after the first twelve months of the grant period and annually thereafter, Grantee shall submit an annual report. In the event that the grant term is shorter or longer than twelve months, Grantee shall use the reporting deadlines provided by the DOH Key Personnel. The annual report shall be completed using the reporting template which DOH shall provide and shall include reporting on the expected deliverables as described in **§3** and **§1.4.7** (HMIS) of this Exhibit B. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.
- 7.4 Monitoring.** The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and **§§7B** and **C** of the main body of the Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

7.4.1 DOH at its discretion may monitor files, policies, or other program documentation either on site or through a request of documents.

7.4.2 Reserved.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT C -
[RESERVED]**

**EXHIBIT D -
[RESERVED]**

**EXHIBIT E -
PII CERTIFICATION****STATE OF COLORADO
THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH
A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____

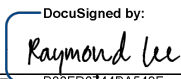
Printed Name: _____

Date: _____

EXHIBIT E-PII CERTIFICATION**STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO
PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Raymond Lee, on behalf of City of Greeley (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: 
Printed Name: Raymond Lee
Title: City Manager
Date: 7/2/2024 | 8:21 AM MDT

**EXHIBIT F -
[RESERVED]**

**EXHIBIT G -
SAMPLE OPTION LETTER**

State Agency Department of Local Affairs, for the benefit of the Division of Housing	Grantee [Grantee's full legal name.]
Encumbrance Number H5BA0100000	Option Letter Number (1, 2, 3, etc.)
(Current) Agreement Maximum Amount \$000,000.00	(New) Agreement Maximum Amount \$000,000.00
(Current) Initial Agreement Expiration Date Month, Day, Year	(New) Initial Agreement Expiration Date [Month, Day, Year]
Existing CMS Number(s) 000000, 000000, 000000	(New) CMS Number (This Option Letter) 000000
Effective Date The date this Option Letter is signed by the State Controller.	

OPTIONS: *(Select all that are applicable.)* In accordance with **§18K** of the Original Agreement referenced above, as amended, the State hereby exercises its option to modify the following:

- ☐ A. Initial Agreement Expiration Date.
- ☐ B. Agreement Maximum Amount.
- ☐ C. Project Budget.
- ☐ D. Payment Schedule.
- ☐ E. Milestones.
- ☐ F. Service Area.
- ☐ G. Responsible Administrator.
- ☐ H. Remittance Address.

REQUIRED PROVISIONS:

- 1. For use with Option 1(A):** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.
- 2. For use with Options 1(B):** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.
- 3. For use with Option 1(C):** The Project Budget in **§5.2** of the Statement of Work (**Exhibit B**), as amended, is deleted and replaced with the following:

5.2 Project Budget

5.2.1 Sources.

Source	Amount
[Source]	\$x.xx
Total	\$x.xx

5.2.2 Uses.

Use	Amount
[Use]	\$x.xx
Total	\$x.xx

5.2.2.1 Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4.1). A detailed description of uses is provided in §5.2.3.

Eligible Use	Amount
[Eligible Use]	\$x.xx
Total	\$x.xx

5.2.2.2 Pre-Agreement Costs. [Reserved].

4. **For use with Option 1(D):** The **Payment Schedule** table in §6.1 of the Statement of Work (Exhibit B), as amended, is deleted and replaced with the following:

6.1 Payment Schedule

Payment	Amount	
Interim Payment(s)	\$x.xx	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$x.xx	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$x.xx	

5. **For use with Option 1(E):** The Performance Measures in §3.2 of Exhibit B, as amended, is deleted and replaced with the following:

3.2. **Performance Milestones.** Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
[Milestone]	[Date]
[Milestone]	[Date]
[Milestone]	[Date]

6. **For use with Option 1(F):** The Service Area in §1.3 of Exhibit B, as amended, is deleted and replaced with the following:

1.2. Service Area. Grantee's performance of services shall occur in: [Area], State of Colorado.

7. For use with Option 1(G): The Responsible Administrator in §4.1 of Exhibit B, as amended, is deleted and replaced with the following:

4.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Name, Title
Agency Name
Street Address
City, CO. Zip
email

8. For use with Option 1(H): The Remittance Address in §6.3 of Exhibit B, as amended, is deleted and replaced with the following:

6.3 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §14 of the Agreement:

[Grantee Name]
[Street Address]
[City, State Zip Code]

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE OF COLORADO Jared S. Polis, Governor Department of Local Affairs By: _____ Maria De Cambra, Executive Director Date: _____	STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Beulah Messick, Controller Delegate Option Effective Date: _____
---	--



April 17, 2024

Raymond Lee, City Manager
1000 10th Street
Greeley, CO 80631

Re: 2024-2025 Award for Tenancy Support Services (TSS) for City of Greeley OA TSS

Dear Raymond Lee,

The Colorado Division of Housing (DOH), Office of Homeless Initiatives (OHI) is recommending a continuation of DOH grant funding for City of Greeley's Tenancy Support Services (TSS) program made in response to an application submitted through DOH's TSS 2022 Olmstead Request for Applications (RFA). Based on City of Greeley's performance during the initial and subsequent funding periods, OHI is recommending a new award of \$108,000 for a 12-month grant period from July 1, 2024 - June 30, 2025.

I concur with the recommendation of OHI staff and am offering to enter into a new TSS grant agreement with City of Greeley.

This project is Categorically Excluded Not Subject to Other Laws/Requirements regarding Environmental Review. Since no further action is required, you may proceed directly to contracting. Expenditures made prior to the full execution of an agreement cannot be reimbursed by the State, except as otherwise permitted pursuant to the terms of the award funds.

Congratulations and best wishes to you on the continued successful implementation of your program! Your grant contacts, Ash Obermeyer and Amanda Munsey, will reach out to with information on how to proceed. You can also reach out to them at ash.obermeyer@state.co.us (Ash) and amanda.munsey@state.co.us (Amanda) with questions in the meantime.

Sincerely,

Maria de Cambra
Executive Director

cc: Kevin Priola, Senator, District 13
Mary Young, Representative, District 50
Dorothy Leyba, Supportive Housing Team Manager
Kristin Toombs, Director, Office of Homeless Initiatives





Council Agenda Summary

July 16, 2024

Key Staff Contact: Stacey Aurzada, City Attorney, Heidi Leatherwood, City Clerk

Title:

Introduction and first reading of an ordinance amending Campaign Finance Contribution Limits and creating an administrative process for election requirements, complaints and enforcement issues

Summary:

New state legislation will impose limits on campaign contributions for local municipal elections as of August 7, 2024. Currently, the City of Greeley Municipal Code has no limits set. The new legislation will not apply to those home rule municipalities that have enacted their own limitations.

At the February 7, 2023, City Council meeting, Council asked that staff research and gather information from other municipalities about current campaign contribution limits. The City Attorney provided a memo with this information to the City Council on August 10, 2023.

At the Council Work Session on November 28, 2023, staff shared information on potential limits. Recommended limits suggested by staff were \$1,250.00 for councilmember candidates and \$2,500.00 for mayoral candidates. The consensus of the Council was to return with an ordinance establishing these campaign contribution limits with consideration for adjustments in accordance with the US Bureau of Labor Statistics every 2 years and create an administrative process for addressing disclosure requirements, complaints, and enforcement issues.

Staff has provided an ordinance to set contribution limits, set up processes for handling complaints, violations, and filing matters with the City Clerk's Office.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
---	----

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:



High-Performance Government

Decision Options:

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

Council's Recommended Action:

Introduce the ordinance and schedule the public hearing and second reading for August 6, 2024.

Attachments:

1. Ordinance No. 21, 2024 with Appendix A & B

CITY OF GREELEY, COLORADO
ORDINANCE NO. 21, 2024

AN ORDINANCE AMENDING TITLE 2, CHAPTER 2, ARTICLE I OF THE GREELEY MUNICIPAL CODE, AND ADDING ARTICLE V TO TITLE 2, CHAPTER 2 OF THE CODE RELATING TO MUNICIPAL ELECTION CONTRIBUTIONS AND ESTABLISHING AN ADMINISTRATIVE PROCEDURE TO ADDRESS MUNICIPAL CAMPAIGN FINANCE COMPLAINTS AND ALLEGED VIOLATIONS

WHEREAS, during the 2023 legislative session, the Colorado General Assembly enacted House Bill 23-1245, amending the Fair Campaign Practices Act, C.R.S. §1-45-101, *et seq.* (“FCPA”), to add limits to municipal election contributions;

WHEREAS, under the amendment, the maximum amount an individual or political party may contribute will be \$400.00 and the maximum amount a candidate’s “small donor committee” (as defined in Colo. Const., Art. XXVIII, § 2(14)(a)) may accept will be \$4,000.00;

WHEREAS, the amendments became effective on January 1, 2024, and are applicable to any campaigns for municipal elections held after that date unless the City Council adopts its own ordinance governing campaign contributions;

WHEREAS, during the 2024 legislative session the Colorado General Assembly enacted House Bill 24-1283 which further amends the FCPA to add procedural requirements regarding campaign finance complaints; and

WHEREAS, House Bill 24-1283 becomes effective on August 7, 2024

WHEREAS, the Colorado Constitution Article XX, Section 6, makes clear that municipal elections are matters of local (and not state) concern;

WHEREAS, as a home rule municipality, in accordance with the FCPA at C.R.S. §1-45-116, Greeley may adopt its own campaign contribution limit ordinance;

WHEREAS, the Greeley Charter, Sec. 8-1, confirms City Council’s power to “provide for comprehensive election procedures”;

WHEREAS, in furtherance of the public’s interest in shedding light on the expenditure of money to influence the outcome of Greeley’s elections, Council desires to amend the Greeley Municipal Code (“Code”) to establish its own limits on municipal election contributions;

WHEREAS, pursuant to House Bill 24-1283, complaints alleging a violation of the FCPA in “connection with a municipal campaign finance matter must be filed with the Clerk of the applicable municipality”;

WHEREAS, if authorized by City ordinance, House Bill 24-1283 authorizes the City Clerk to refer a campaign finance complaint to the Secretary of State if the complaint presents an actual or potential conflict;

WHEREAS, Council desires to establish a review and hearing process for complaints arising out of campaign finance matters;

WHEREAS, the Code at §2-28, currently provides that violations of elections rules are classified as misdemeanor offenses and heard by the Municipal Court; and

WHEREAS, rather than enforce violations of campaign finance requirements through the Municipal Court, Council desires to establish an administrative process for investigation of complaints and enforcement of violations.

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

Section 1. That Section 2-23 and 2-28 contained in Chapter 2 of Title 2 of the Greeley Municipal Code be amended as shown in Appendix A, attached hereto and incorporated herein.

Section 2. That Article V, Campaign Finance Regulations, be added to Chapter 2 of Title 2 of the Greeley Municipal Code as shown in Appendix A.

Section 3. Appendix B, attached hereto and incorporated herein, contains a copy of the existing ordinances to be amended as required by the Greeley Charter, Sec. 3-16.

Section 4. The city clerk shall provide a copy of this ordinance to the Colorado Secretary of State immediately upon final passage in accordance with C.R.S. § 1-45-111.7(10)(d).

Section 3. This Ordinance shall take effect on the fifth day following its final publication, as provided by the Greeley Charter, Sec. 3-16.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 6th DAY OF AUGUST, 2024.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Ordinance No. 21, 2024

Appendix A

AN ORDINANCE AMENDING TITLE 2, CHAPTER 2, ARTICLE I OF THE GREELEY MUNICIPAL CODE, AND ADDING ARTICLE V TO TITLE 2, CHAPTER 2 OF THE CODE RELATING TO MUNICIPAL ELECTION CONTRIBUTIONS AND ESTABLISHING AN ADMINISTRATIVE PROCEDURE TO ADDRESS MUNICIPAL CAMPAIGN FINANCE COMPLAINTS AND ALLEGED VIOLATIONS

Section 1. That Sections 2-23 and 2-28 contained in Chapter 2 of Title 2 of the Greeley Municipal Code be amended to read as follows:

Sec. 2-23. Election codes adopted.

- (a) The city adopts by reference the Colorado Municipal Election Code of 1965 (~~C.R.S. title 31, art. 10~~ (C.R.S. §31-10-101, et seq.), hereinafter “municipal election code”), with all subsequent supplements thereto.
- (b) In accordance with the municipal election code, the city hereby adopts by reference the Uniform Election Code of 1992 (C.R.S. ~~title 1, arts. 1-13~~ §1-1-101, et seq., hereinafter “uniform election code”), with all subsequent supplements thereto, in lieu of the municipal election code, for the purpose of participating in any coordinated election with the county which is conducted by the county clerk and recorder.
- (c) The city adopts by reference the Colorado Mail Ballot Election Act (~~C.R.S. title 1, art. 7.5~~ (C.R.S. §1-7.5-101, et seq.), hereinafter “Mail Ballot Election Act”), with all subsequent supplements thereto, for the purpose of conducting mail ballot elections, except that the city clerk shall not be required to obtain approval from the secretary of state for a mail ballot plan.
- (d) ~~The city council shall, by motion, select the election code/act to be used in any general or special election, and shall direct the city clerk to follow the procedures set forth in the selected election code/act.~~ The city adopts by reference the Fair Campaign Practices Act (C.R.S. §1-45-101, et seq., hereinafter “FCPA”), with all subsequent supplements thereto, except to the extent modified herein.
- (e) The city council shall, by motion, select the election code/act to be used in any general or special election, and shall direct the city clerk to follow the procedures set forth in the selected election code/act. Upon selection of one of the codes/acts contained in this

section, the selected code/act provisions shall be followed exclusively and shall supersede any and all conflicting provisions of any other election code/act.

- (f) Nothing contained in this section shall supersede the provisions of the city Charter, as amended. In the event of conflict between the city Charter and any selected election code/act, the city Charter shall supersede only the conflicting provisions of the selected code/act, and the remaining provisions of the selected code/act shall remain in full force and effect.

Sec. 2-28. Penalties ~~for election offenses~~: for violation of this chapter or election codes.

Any person violating the provisions of this chapter or the election codes, as adopted by the city, shall be subject to the procedures and penalties provided for in chapter 9 of title 1 of this Code.
article V of this chapter.

Section 2. That Article V, Campaign Finance Regulations, be added to Chapter 2 of Title 2 of the Greeley Municipal Code to read as follows:

ARTICLE V. CAMPAIGN FINANCE REGULATIONS.

Sec. 2-126. Municipal Campaign Contribution Limits.

- (a) For any particular election cycle, no person shall make contributions, including contributions in-kind, to a candidate and/or committee (as the term is used in Colo. Const. Art. XXVIII, §§2(3), (10), (12), and (14)) that, in the aggregate, exceed the following amounts: Councilmember \$1,250.00; Mayor \$2,500.00.
- (b) No candidate committee shall accept any contributions, including contributions in-kind, from any person if that person's contributions on behalf of the candidate have an aggregate amount or value in excess of the amounts listed in subsection (a). Any contribution or portion thereof that exceeds the limits in subsection (a) shall be returned to the contributor within seventy-two (72) hours of receipt.
- (c) The limitations imposed by subsections (a) and (b) of this section shall not apply to contribution of a candidate's personal funds to the candidate's own campaign, or to any loan which is personally guaranteed by the candidate or is secured by property owned by the candidate.

- (d) Each election-cycle limit on contributions described in subsection (a) of this section shall be adjusted by an amount based upon the percentage change over a two-year period in the United States bureau of labor statistics consumer price index for Denver-Boulder-Greeley, all items, all consumers, or its successor index, rounded to the nearest lowest \$5.00. The first adjustment shall be made in the first quarter of 2025 and then every two years thereafter. The city clerk shall calculate such an adjustment in each limit and specify the adjusted limits in rules promulgated by the city clerk.

Sec. 2-127. Municipal Campaign Finance Reporting Requirements.

Candidates, candidate committees and all other committees permitted in accordance with state campaign finance laws and regulations shall file with the city clerk all reports and disclosures as required by the FCPA and in accordance with the schedule set forth in the FCPA.

Sec. 2-128. Municipal Campaign Finance Complaints and Enforcement.

- (a) Complaint filed. Any person (as defined in Colo. Const., Art. XXVIII, § 2(10)) who believes that a municipal campaign finance violation under Article XXVIII of the Colorado Constitution, the FCPA, or this code has occurred in a municipal election (“complainant”) may file a written complaint with the city clerk in conformance with subsection (b) below. This section shall apply to any purported violations relating to a municipal campaign finance matter, which refers to any matter exclusively related to a municipal campaign, including matters involving a candidate for a municipal office; a municipal ballot issue or ballot question; and contributions or expenditures made by any person, committee, or group to support or oppose any candidate for municipal office, or municipal ballot issue or ballot question.
- (b) Complaint contents. Written complaints shall be filed on forms provided by the city clerk and the Secretary of State and shall include the following:
- (1) The name, home or business address, e-mail address, telephone number, and signature of complainant (and if complainant is represented by legal counsel, legal counsel’s name, business address, e-mail address, telephone number, and signature);

- (2) The name, home or business address, email address, and telephone number of the candidate or committee (as the term is used in Colo. Const. Art. XXVIII, §§2(3), (10), (12), and (14)) alleged to have committed a violation (“respondent”); and
 - (3) The particulars of the violation and any available documentation or evidence supporting the allegation.
 - (c) Complaint filing date.
 - (1) Such complaint shall be filed with the city clerk no later than thirty (30) calendar days after complainant knew or should have known by the exercise of reasonable diligence of the alleged violation.
 - (2) If the city clerk notifies complainant that the complaint is incomplete, complainant may cure the deficiencies within three (3) business days of notification from the city clerk that the complaint was incomplete.
 - (d) Initial Review of Complaint. Within fifteen (15) business days of receipt of a complaint the city clerk deems complete the city clerk may take any of the actions described below.
 - (1) Request for additional information. Within such timeframe, if the city clerk determines that a completed complaint asserts violations not curable as described in subsection (e) of this section, but requires additional information, the clerk shall notify complainant that additional information is needed.
 - (2) The city clerk shall dismiss a complaint if the clerk determines that, even with additional information, the complaint:
 - (i) was not timely filed;
 - (ii) has not identified any specific violations of Article XXVIII of the Colorado Constitution, the FCPA, or this code pertaining to a municipal campaign finance matter, or rules promulgated by the city clerk concerning municipal campaign finance matters; or
 - (iii) does not allege specific facts or provide information sufficient to support a legal and factual basis for the complaint.
 - (3) In the case of dismissal, the city clerk shall notify the complainant and respondent of the reasons for dismissal in writing. The city clerk’s dismissal is a final decision, and subject to review under Rule 106 of the Colorado Rules of Civil Procedure.

(e) Curable deficiencies. Within such timeframe, if the city clerk determines that the complaint asserts one or more deficiencies curable under this section, the city clerk will notify respondent(s) and provide an opportunity to cure the deficiencies in accordance with this section.

(f) Curing violations by respondent.

- (1) Upon the city clerk's determination that a complaint alleges a failure to file or otherwise disclose required information, or other curable violation, the city clerk will notify the respondent(s) by e-mail, or by registered mail or certified mail, return receipt requested, if e-mail is unavailable, of the curable deficiencies alleged in the complaint.
- (2) Respondent(s) shall have ten (10) business days from the date the notice is mailed to cure any deficiencies specified in the notice.
- (3) The city clerk may ask the respondent(s) to provide additional information and may grant extension(s) of time upon written request and good cause shown by respondent(s).
- (4) After the period for cure has passed, the city clerk will determine, within five (5) business days, whether respondent(s) cured the violation(s), and if so, whether respondent(s) substantially complied with the legal requirements under Article XXVIII of the Colorado Constitution, the FCPA, this code, and rules promulgated by the city clerk concerning municipal campaign finance matters.
 - (i) If the city clerk determines that respondent(s) substantially complied with the legal requirements, the clerk will dismiss the complaint as set forth in subsection (d)(2) of this section.
 - (ii) If the city clerk determines that respondent(s) did not substantially comply with the legal requirements, the city clerk will take the action as set forth in Section 2-129.
- (5) In determining whether respondent(s) "substantially complied," the city clerk shall consider:
 - (i) The extent of any noncompliance;
 - (ii) The purpose of the provision violated and whether that purpose was substantially achieved despite the noncompliance; and

(iii) Whether the noncompliance can properly be viewed as an intentional attempt to mislead the electorate or elected officials.

(g) Conflicts of Interest. If, after initially reviewing a campaign finance complaint pursuant to subsection (d) of this section, the city clerk determines that the complaint satisfies the requirements of subsection (b) of this section but presents an actual or potential conflict for the city clerk or the city clerk's staff, the clerk shall refer the complaint to the Secretary of State, in a form and manner determined by the Secretary of State.

(1) The city clerk's determination that the complaint presents an actual or potential conflict of interest for the city clerk or the clerk's staff shall be made in writing.

(2) Such referral shall be made within fourteen (14) business days of receiving the complaint.

(3) The city clerk shall notify the complainant and the respondent of the referral to the Secretary of State within three (3) days of the referral.

(4) In the event the city clerk refers a complaint to the Secretary of State pursuant to this section, the Secretary of State is authorized to use the provisions of Sections 1-45-111.7(3) - (7), C.R.S. to process, investigate and resolve the complaint, except that the determination of whether the complaint was timely filed shall consider the time for filing a complaint established in subsection (c) of this section.

(5) The city is directed to cooperate with the Secretary of State with regard to the processing and investigation of any complaint referred to the Secretary of State in compliance with this subsection.

(6) The city disclaims all interest in any fines collected by the Secretary of State in connection with a referred complaint.

Sec. 2-129. Enforcement of Municipal Campaign Finance Violations.

(a) Hearing officer, hearing, and determination.

(1) After the city clerk has determined that a completed complaint asserts violations not curable as described in Section 2-128(d) or not cured as described in Section 2-128(e), the city clerk shall notify the city manager of the complaint. The city manager, in consultation with the city clerk, shall refer the complaint to an administrative hearing officer to hear such complaint in order to determine

whether there was a violation of Article XXVIII of the Colorado Constitution, the FCPA, this code, or rules promulgated by the city clerk concerning municipal campaign finance matters. Such referral shall occur within ten (10) business days of the conclusion of the city clerk action set forth in subsections (d)(3) or (f)(4)(ii) of section 2-128.

- (2) The hearing officer shall schedule a hearing to be held within fifteen (15) calendar days of referral of the complaint to the hearing officer.
- (3) Notice of the hearing and any applicable rules governing the hearing process shall be sent to complainant and to respondent(s), who shall also receive a copy of the complaint received by the city clerk, within two (2) business days of the date of referral of the complaint to the hearing officer. Notice may be delivered by e-mail to the address of the complainant shown on the complaint form and to the respondent(s) at the address provided by respondent(s). Notice shall be sent by registered mail or certified mail, return receipt requested, if e-mail is unavailable.
- (4) Upon the request of either party, the hearing officer may issue an administrative subpoena requiring the attendance of a witness or party in relation to an alleged municipal campaign finance violation, which shall be served on the witness or party to whom it is directed by the requesting party pursuant to C.R.C.P. Rule 4. A witness or party who fails to comply with such a subpoena commits a misdemeanor infraction punishable in accordance with section 2-1042 of this code.
- (5) The hearing officer may grant the respondent(s) a continuance of up to thirty (30) calendar days upon a written showing of good cause.
- (6) The hearing shall be electronically audibly recorded and held in substantial accordance with section 2-1029 of this code. At the hearing, complainant shall have the burden to prove, by a preponderance of the evidence, that a violation occurred. Respondent(s) and complainant may present evidence to the hearing officer in the form of testimony, documents, rebuttal testimony, and opening and closing statements.
- (7) Complainant and respondent(s) may be represented by an attorney. Neither party will be represented by the city attorney's office.

- (8) The hearing officer shall issue a written decision within seven business days following the hearing.
- (b) If the hearing officer determines that respondent(s) violated Article XXVIII of the Colorado Constitution, the FCPA, this code, or rules promulgated by the city clerk concerning municipal campaign finance matters, the hearing officer's order shall include any appropriate order, sanction, or relief authorized hereunder and may include, without limitation, sanctions as follows:
- (1) Penalty of at least double, and up to five (5) times, the amount contributed, received, or spent in violation of any contribution prohibition or limitation or in violation of a contribution reporting requirement.
 - (2) Penalty of fifty dollars (\$50.00) per day for each day that a statement or other information required to be filed pursuant to Article XXVIII of the Colorado Constitution or the FCPA is not filed by the close of business on the day due.
 - (3) Disclosure of the source and amount of any undisclosed contributions or expenditures.
 - (4) The return to the donor of any contribution made that was the subject of the violation.
- (c) Personal liability. Candidates shall be personally liable for penalties imposed upon the candidate's committee.
- (d) Collection of penalties. The city may collect civil penalties in accordance with applicable law and may engage the use of a private collection agency.

Section 2-130. Further rules and regulations promulgated.

The city clerk shall be authorized to adopt rules and regulations as may be required to implement the provisions of this article.

APPENDIX B

Sec. 2-23. Election codes adopted.

- (a) The city adopts by reference the Colorado Municipal Election Code of 1965 (C.R.S. title 31, art. 10 (C.R.S. § 31-10-101 et seq.), hereinafter “municipal election code”), with all subsequent supplements thereto.
- (b) In accordance with the municipal election code, the city hereby adopts by reference the Uniform Election Code of 1992 (C.R.S. title 1, arts. 1-13, hereinafter “uniform election code”), with all subsequent supplements thereto, in lieu of the municipal election code, for the purpose of participating in any coordinated election with the county which is conducted by the county clerk and recorder.
- (c) The city adopts by reference the Colorado Mail Ballot Election Act (C.R.S. title 1, art. 7.5 (C.R.S. § 1-7.5-101 et seq.), hereinafter “Mail Ballot Election Act”), with all subsequent supplements thereto, for the purpose of conducting mail ballot elections, except that the city clerk shall not be required to obtain approval from the secretary of state for a mail ballot plan.
- (d) The city council shall, by motion, select the election code/act to be used in any general or special election, and shall direct the city clerk to follow the procedures set forth in the selected election code/act.
- (e) Upon selection of one of the codes/acts contained in this section, the selected code/act provisions shall be followed exclusively and shall supersede any and all conflicting provisions of any other election code/act.
- (f) Nothing contained in this section shall supersede the provisions of the city Charter, as amended. In the event of conflict between the city Charter and any selected election code/act, the city Charter shall supersede only the conflicting provisions of the selected code/act, and the remaining provisions of the selected code/act shall remain in full force and effect.
(Code 1994, § 2.02.030; Ord. No. 24, 1990, § 1, 5-1-1990; Ord. No. 55, 1997, § 1, 9-2-1997; Ord. No. 46, 2005, § 1, 8-2-2005)

Sec. 2-24. Write-in votes for municipal office candidates.

No write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the city clerk, by the person whose name is written in, prior to 20 days before the day of election indicating that such person desires the office and is qualified to assume the duties of that office if elected.
(Code 1994, § 2.02.040; Ord. No. 66, 1981, § 1, 10-6-1981; Ord. No. 55, 1997, § 1, 9-2-1997; Ord. No. 46, 2005, § 1, 8-2-2005)

Sec. 2-25. Election costs.

The costs of a municipal election shall be paid by the city except as follows:

- (1) In the case of elections held pursuant to section 14-4(f) or 14-4(i) of the city Charter regarding unresolved collective bargaining issues.
- (2) In the case of elections held pursuant to section 1-7 of the city Charter regarding detachment from the city by any owner or owners from the city. If such question of detachment is the sole ballot content for the city, said owner or owners of the property proposed to be detached shall pay the expense of the election as provided by the Charter. If such question of detachment shares the city

ballot, said owner or owners of the property proposed to be detached shall pay one-half of the expense of the election.

(Code 1994, § 2.02.050; Ord. No. 24, 1990 § 2(part), 5-1-1990; Ord. No. 55, 1997, § 1, 9-2-1997; Ord. No. 46, 2005, § 1, 8-2-2005)

Sec. 2-26. Scheduling of runoff elections.

In any election in which a runoff is necessary, such runoff election shall be held on the second Tuesday of the next month following the general election.

(Prior Code, § 10-5(a); Code 1994, § 2.02.060; Ord. No. 64, 1982, § 2, 9-21-1982; Ord. No. 55, 1997, § 1, 9-2-1997; Ord. No. 46, 2005, § 1, 8-2-2005)

Sec. 2-27. Conduct of runoff elections.

The runoff election shall be conducted as nearly as practicable in the same manner as regular elections, and the city council shall determine the method of election. The same election judges and other election officials appointed for the general election shall serve, to the extent practical, for the runoff election without further action, notice or publication by the city council or the city clerk.

(Prior Code, § 10-5(b); Code 1994, § 2.02.070; Ord. No. 55, 1997, § 1, 9-2-1997; Ord. No. 46, 2005, § 1, 8-2-2005)

Sec. 2-28. Penalties for election offenses.

Any person violating the provisions of this chapter or the election codes, as adopted by the city, shall be subject to penalties provided for in chapter 9 of title 1 of this Code.

(Code 1994, § 2.02.080; Ord. No. 24, 1990, § 2(part), 5-1-1990; Ord. No. 55, 1997, § 1, 9-2-1997; Ord. No. 46, 2005, § 1, 8-2-2005)



Council Agenda Summary

July 16, 2024

Key Staff Contact: Stacey Aurzada, City Attorney

Title:

Introduction and first reading of an ordinance submitting to the registered electors of the City of Greeley at the November 5, 2024 Coordinated Municipal Election, a question regarding an amendment of the Greeley Municipal Charter regarding collective bargaining for police sergeants

Summary:

In response to initiative 2-2024, this ordinance, if approved by the Council, will place a question on the November 5, 2024, ballot asking the citizens of Greeley to determine whether the City's charter should be amended to allow police sergeants to become members of the police officers' collective bargaining unit.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
---	----

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:



Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

Introduce the ordinance and schedule the public hearing and second reading for August 6, 2024.

Attachments:

1. Ordinance No. 22, 2024

CITY OF GREELEY, COLORADO

ORDINANCE NO. 22, 2024

**AN ORDINANCE SUBMITTING TO THE REGISTERED
ELECTORS OF THE CITY OF GREELEY AT THE NOVEMBER 5, 2024
COORDINATED MUNICIPAL ELECTION, A QUESTION REGARDING AN
AMENDMENT TO THE GREELEY MUNICIPAL CHARTER REGARDING
COLLECTIVE BARGAINING FOR POLICE SERGEANTS**

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

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

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

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

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

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

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

Section 1. There is hereby placed on the ballot of the Coordinated Municipal Election set for November 5, 2024, a question asking the qualified electors of the City of Greeley whether to amend portions of the City of Greeley’s Charter regarding the collective bargaining rights of Police Officers to include employees holding a rank of sergeant within the bargaining unit.

Section 2. The following ballot title shall be placed on the November 5, 2024, Greeley Coordinated Municipal Election ballot:

Shall subsection a of Section 14-4(b) of the City of Greeley Charter be amended to change the definition of the term “Police Officer” to include police sergeants, which would allow police sergeants the right to bargain collectively as members of the existing bargaining unit?

- ☐ Yes
- ☐ No

Section 3. If the ballot question receives approval of the majority of the registered electors voting at the general election on November 5, 2024, the City of Greeley Charter shall be amended as follows effective January 1, 2025 without further action taken by City Council:

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

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

- a. The term "police officer" shall mean the members of the civil service of the Police Department of the City of Greeley except: any person holding the rank of ~~above~~ sergeant or above, including ~~sergeants~~, lieutenants, commanders, captains, deputy chiefs and the Chief of the Department and any other position created with the rank equivalent of ~~sergeant~~ commander or above after the adoption of this Article.

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

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

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

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

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

Section 9. Should the ballot question receive approval of the majority of the registered electors voting at the general election on November 5, 2024, it shall be deemed to take effect on January 1, 2025 without further action taken by the City Council.

INTRODUCED, READ, AND ORDERED PUBLISHED THIS 16TH DAY OF JULY 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE THIS ____ DAY OF _____, 2024.

ATTEST:

CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

July 16, 2024

Key Staff Contact: Kimberly Southern-Weber, Chief Human Capital Officer

Title:

Introduction and first reading of an ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Police Officers' Association (GPOA) and the City of Greeley, Colorado, which agreement by its terms is for a period commencing January 1, 2025, through December 31, 2027

Summary:

The City of Greeley and the Greeley Police Officers' Association have negotiated a tentative agreement for a three-year contract for the period of January 1, 2025 to December 31, 2027. The terms and duration of the contract were developed considering the City's current financial situation and future financial outlook. The highlights of the tentative agreement are summarized below:

- Article VIII regarding salary has been amended to provide for wage increases of 5% in the first year, 4% in the second year, and 5% in the third year.
- Article VIII regarding salary has been amended to provide for city defined contribution increases of 1% in the first year, 0% in the second year, and 0.5% in the third year.
- Article XII regarding holidays has been amended to add Juneteenth as a paid holiday for Police Officers.
- Article XIII regarding PTO, Vacation, and Leaves of Absence has been amended to provide the addition of an average of 1.7 PTO hours per pay period, effective in 2026.
- Article IX regarding Health and Welfare and the Post Employment Health Plan (PEHP) has been amended to allow for City/Employee matched contributions, milestone contributions, and match-up payments.

The tentative agreement was presented to the Greeley Police Officers' Association local membership and was approved by a vote of 58 in favor and 3 opposed.

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

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$600,000
What is the annual impact?	\$8.4M (Three-year recurring impact)
What fund of the City will provide Funding?	General Fund
What is the source of revenue within the fund?	Various

Legal Issues:

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

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

Other issues and Considerations:

None

Strategic Focus Area:



Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 6, 2024

Attachments:

1. Ord. No. 23, 2024 with Appendix A

**THE CITY OF GREELEY, COLORADO
ORDINANCE NO. 23, 2024**

**AN ORDINANCE RATIFYING AND ADOPTING THE COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE GREELEY POLICE OFFICERS' ASSOCIATION
AND THE CITY OF GREELEY, COLORADO, WHICH AGREEMENT BY ITS TERMS
IS FOR A PERIOD COMMENCING JANUARY 1, 2025, THROUGH DECEMBER 31,
2027**

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

Section 1. The City Council ratifies and adopts the Collective Bargaining Agreement between the City of Greeley and the Greeley Police Officer's Association which agreement by its terms is for the period commencing January 1, 2025 through and including December 31, 2027. A copy of the contract is attached hereto and incorporated herein as Appendix A.

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

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS 6th DAY OF AUGUST
2024.**

ATTEST:

THE CITY OF GREELEY, COLORADO

**By: _____
CITY CLERK**

**By: _____
MAYOR**

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GREELEY POLICE OFFICERS' ASSOCIATION
AND
CITY OF GREELEY, COLORADO
JANUARY 1, 2025 - DECEMBER 31, 2027

Table of Contents

AGREEMENT	3
ARTICLE I SUBORDINATION.....	3
ARTICLE II RECOGNITION	3
ARTICLE III RIGHTS OF MANAGEMENT	3
ARTICLE IV NONDISCRIMINATION.....	5
ARTICLE V STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE.....	5
ARTICLE VI ASSOCIATION ACTIVITY AND DUES CHECK OFF	5
ARTICLE VII HOURS OF WORK AND OVERTIME.....	6
ARTICLE VIII SALARY	8
ARTICLE IX HEALTH AND WELFARE	10
ARTICLE X DEATH AND DISABILITY	12
ARTICLE XI SICK LEAVE	12
ARTICLE XII HOLIDAYS	14
ARTICLE XIII PTO, VACATION AND LEAVES OF ABSENCE	15
ARTICLE XIV CLOTHING AND EQUIPMENT.....	22
ARTICLE XV LAYOFF AND RECALL.....	23
ARTICLE XVI GRIEVANCE PROCEDURE	24
ARTICLE XVII WAIVER AND NOTICE	27
ARTICLE XVIII ENTIRE AGREEMENT	27
ARTICLE XIX SEVERABILITY	29
ARTICLE XX LIMITATION ON ECONOMIC ISSUES.....	29
ARTICLE XXI TERM OF AGREEMENT	29

AGREEMENT

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

ARTICLE I SUBORDINATION

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

ARTICLE II RECOGNITION

The City recognizes the Association as the sole and exclusive agent for all regular full-time commissioned Police Officers of the Police Department of the City of Greeley, except those Police Officers holding the rank of Sergeant and above.

ARTICLE III RIGHTS OF MANAGEMENT

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

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

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

ARTICLE IV
NONDISCRIMINATION

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

ARTICLE V
STRIKES AND OTHER DISRUPTIONS
OF NORMAL WORK ROUTINE

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

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

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

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

ARTICLE VI
ASSOCIATION ACTIVITY AND DUES CHECK OFF

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

6.2 Neither the Association, nor its Officers, agents, representatives, or members will intimidate, interfere with, or coerce either union or non-union Police Officers. No union activity or union business of any kind will be carried on during working hours without express permission in advance from the Police Chief. Violations of this Section by any Police Officers shall be just cause for disciplinary action. Failure of the City to enforce any of the provisions of

this section in any one or more instances shall not be considered a waiver of any of its provisions.

6.3 The City will accept a signed dues deduction authorization, by any member of the bargaining unit covered by this Agreement, as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or initiation fees or assessments uniformly required by the Association (certified by the Treasurer of the Association as the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such authorization may be revoked by a Police Officer on a written notice by electronic mail to the City payroll department with a copy sent to the Association.

6.4 Deduction of Association dues shall be made on each paycheck following the pay period in which the authorization was received. Deductions provided herein shall be remitted to the Treasurer of the Association no later than five (5) working days following the payment date in which deductions were made and shall include all deductions made in that period. The City shall furnish with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction.

6.5 The Association shall indemnify the City and hold it harmless against all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article of the Collective Bargaining Agreement.

6.6 The Association expressly herein agrees that it will not institute or participate in, except as a co-defendant or co-plaintiff with the City, any claim, lawsuit or other legal proceeding, challenging the language of this contract as being violative or void under law.

The Association further expressly herein agrees that in the event that any claim, lawsuit or legal proceeding is filed or commenced by any member or members of the bargaining units, acting on their own personal behalf and not on behalf of the Association, challenging the language of this contract as being violative or void under law, the Association shall join with the City in defending, as a party defendant, the provisions and language of this contract.

ARTICLE VII HOURS OF WORK AND OVERTIME

7.1 Work Week. Except as otherwise specifically provided herein, the normal work week of Police Officers shall consist of forty (40) hours per week of work, exclusive of unscheduled interruptions, which shall be scheduled on consecutive days not to exceed five (5), except at a period of shift or unit reassignment, but such five (5) consecutive days will not necessarily occur during a "work week" as defined herein below. The work week will commence at 12:01 a.m. Thursday and continue through and until midnight the following Wednesday, except for shifts which overlap from one work week to the next. In the case of shift jobs not starting at midnight which would overlap into the next work week, the work week begins at the time the shift starts on Thursday (not Wednesday night). The Chief of Police or the Chief's designee shall determine the schedules of the divisions of the Police Department, consistent with the foregoing.

Effective with the first shift change in January 2019, Police Officers shall be granted a forty-five (45) minute paid meal break during the scheduled work day. Police Officers will be

allowed to take the meal break as scheduling allows. In addition Police Officers shall be entitled to one (1) fifteen-minute break during each scheduled full work day. Break times will not be used consecutively and will not be used at the beginning or end of the work day. In no event may break time be claimed as overtime. It is presumed that operational needs take precedence over all break times.

7.2 Overtime Pay. All time actually worked over forty (40) hours in the work week will be paid at time and one-half unless compensatory time is requested by the Officer and approved. For the purpose of determining entitlement to overtime pay, PTO, vacation time and holiday time will be included in the forty-hour work week. Schedules will not be adjusted solely to avoid payment of overtime during a work week in which the officer has earned overtime hours. Schedules outside a current work week may be adjusted to avoid the payment of overtime. The forty-hour work week will include mandatory pre-shift briefings.

7.3 On Call. “On Call” is when the City needs an Officer to be available for a possible call to duty outside the Officer’s regular shift. The Officer shall be free to engage in any endeavor of their choosing consistent with General Orders governing on call status, must provide the Police Department with the Officer’s cell home number, is required to carry the cell phone while on call, and must report to work within one hour of being called.

Except for the existing rotating on-call plan for investigations or the task force, assigned on call time shall not exceed eight (8) hours in any one (1) work week.

An Officer who is placed on call will receive pay at the rate of \$1.50 for each hour of on call duty. Pay for time on call will not exceed \$192 per week. An Officer actually called back to work after having left work and while on call will be paid a minimum of two hour’s pay at 1 ½ time the Officer’s regular rate of pay unless the time extends to the Officer’s regular work shift.

Members of the SWAT team may respond to possible calls to duty outside of the SWAT Officer’s regular shift. SWAT officers shall be free to engage in any endeavor of their choosing and are not subject to the existing rotation on-call plan for investigations. Cell phones will be made available to Officers on SWAT.

7.4 Court Appearances. Court appearances shall be defined as necessary appearances before courts and grand juries. When a Police Officer’s work requires a court appearance which is within regularly scheduled work hours or overlaps with the Officer’s regularly scheduled work hours, court time will be paid at straight time, overtime or compensatory time in accordance with the overtime and compensatory provisions of this Article. If a Police Officer’s work requires a court appearance that is not part of or does not overlap with an Officer’s scheduled work hours, the Officer shall be compensated for a minimum of three (3) hours of pay at the overtime rate, or the actual time in court, whichever is greater, at a rate of pay consistent with the overtime provisions of this Article.

7.5 No Pyramiding. There shall be no pyramiding of overtime under this Article or any Article of this Agreement.

7.6 Compensatory Time. Compensatory time off in lieu of cash payments for overtime will be permitted only upon the approval by the Chief of Police or designee. The total number of compensatory time hours will not exceed forty (40) at any given time. At the time of promotion

or termination, the Police Officer shall receive payment for any unused compensatory balance with such payment calculated based upon the Police Officer's regular straight time hourly rate of pay in effect on the date of promotion or termination.

Officers will be allowed to request compensatory time off at any time. The supervisor will make the final determination on granting that time based on staffing levels. When compensatory time is earned in a pay period, the Officer may be allowed to receive a portion of that compensation in leave time, and a portion in paid overtime.

7.7 No Guarantee. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

ARTICLE VIII SALARY

8.1 Police Officers covered by this Agreement shall be paid in accordance with the following position classifications:

Effective January 9, 2025 (5% Increase)

	Hourly	Monthly	Annually
Step A	38.57	6,684.83	80,218
Step B	39.91	6,917.83	83,014
Step C	42.48	7,363.67	88,364
Step D	45.24	7,842.17	94,106
Step E	48.16	8,348.25	100,179
Step F	53.24	9,227.42	110,729

Effective January 8, 2026 (4% Increase)

	Hourly	Monthly	Annually
Step A	40.11	6,952.25	83,427
Step B	41.51	7,194.58	86,335
Step C	44.18	7,658.25	91,899
Step D	47.05	8,155.83	97,870
Step E	50.09	8,682.17	104,186
Step F	55.36	9,596.50	115,158

Effective January 7, 2027 (5% Increase)

	Hourly	Monthly	Annually
Step A	42.11	7,299.83	87,598
Step B	43.58	7,554.33	90,652
Step C	46.39	8,041.17	96,494
Step D	49.41	8,563.67	102,764
Step E	52.59	9,116.25	109,395
Step F	58.13	10,076.33	120,916

Officers will be eligible for a step increase every twelve (12) months upon satisfactorily completing all requirements. New employees with prior law enforcement experience may be paid at a level above starting salary. The level at which new employees enter the salary schedule shall be determined by the Police Chief and the Human Resources Director. In the event that this occurs, thereafter, Officers will be eligible for a step increase every twelve (12) months upon satisfactorily completing all requirements.

The Police Chief may exercise discretion in delaying the eligibility of an increase due to pending disciplinary review. Depending on the outcome and circumstances, the Officers may receive their pay increase retroactive to their eligibility date.

8.2 Tuition Assistance. Police Officers who have completed the original probationary period are eligible for tuition assistance for job-related college-level courses up to \$2,000 per year and \$15,000 per lifetime as approved by the Chief of Police. Approval must be requested and received in advance of enrollment. Courses or degree programs must be administered by an accredited college, university or technical training center. Correspondence courses will not qualify for assistance. Reimbursements will be made only upon the satisfactory completion of courses (a grade “C” or higher for undergraduate work, a grade “B” or higher for graduate work). The cost of books is not eligible for reimbursement. Mandatory student fees as verified by the Registrar’s Office will be eligible for reimbursement. Tuition amounts paid by other sources (e.g. G.I. Bill) will not be eligible for tuition reimbursement. When employees enroll in programs that are not local, the amount of tuition reimbursement will be the amount charged by the closest university to Greeley which is offering a comparable program. Police Officers who terminate for any reason before the expiration of three hundred sixty five (365) days from the date of completion of the subject courses(s), shall be responsible for reimbursing the City for any monies paid for tuition for said course(s).

8.3 Collateral Assignment. Police Officers in the collateral assignment of Field Training Officer (FTO) or acting in the capacity of the FTO shall receive one hour of pay at the Officer’s regular rate for each full working day performing as an FTO or one half hour of pay at the Officer’s regular rate for each half working day performing as an FTO.

8.4 Defined Contribution Plan Contributions. Effective January 9, 2025, the City shall make an eleven and one-half percent (11.5%) contribution to an Officer’s defined contribution

plan, while the Officer's contribution shall be nine and one-half percent (9.5%). Effective January 7, 2027, the City shall make a twelve percent (12%) contribution to an Officer's defined contribution plan, while the Officer's contribution shall be nine and one-half percent (9.5%).

ARTICLE IX HEALTH AND WELFARE

9.1 Health Insurance Contribution. The City agrees to continue its current contribution toward the current health insurance plan. Maximum contributions of the City will be 80% for family coverage and 80% for single coverage. The City reserves the right to provide this insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City.

9.2 Dental Insurance Contribution. The City agrees to provide the Police Officers with the same dental insurance plan provided to other City employees. The City reserves the right to provide this dental insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the insurance plan is subject to the rules and regulations of the insurance carrier.

9.3 Life Insurance Contribution. The City agrees to provide Police Officers with one and one-half (1 ½) times annual salary life insurance with Accidental Death and Dismemberment. The City will continue to provide \$1,000 of dependent life insurance coverage for dependents. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the life insurance plan is subject to the rules and regulations of the insurance carrier.

9.4 Physical Examinations. Any physical, psychological, or fitness-for-duty examinations required of Police Officers by the City shall be at City expense and the results thereof shall be submitted to the City. Upon request, the Police Officer shall be afforded an opportunity to review the results. The above shall not be construed to include examinations for work-related injuries or illnesses covered by the City's worker's compensation program.

9.5 Line of Duty Death. If a Police Officer is killed in the line of duty, the City shall pay fifty thousand dollars (\$50,000.00) to the Police Officer's estate.

If a Police Officer is killed in the line of duty, the City shall pay 100% of the health, dental and/or vision insurance premiums for the first twelve months of COBRA coverage for a surviving spouse and eligible dependents of the Police Officer enrolled in the City's health, dental and/or vision insurance plans at the time of the line of duty death.

9.6 Post Employment Health Plan. Police Officers shall be required to contribute \$250 annually to a Post Employment Health Plan (PEHP) or similar retirement savings plan in accordance with the terms and conditions of the plan's participation agreement. The City agrees to deduct \$9.62 from the biweekly paycheck of each Police Officer. The Association agrees that the City will not be responsible for administrative or other fees or costs associated with administration of the plan.

- A. Employees shall contribute to a Post Employment Health Plan (PEHP) based on the contribution in Schedule A below.
- B. The City shall sponsor and contribute to a PEHP on behalf of the bargaining unit members based on years of service to the City and employment with the Greeley Police Department as a Police Officer, based on the contribution in Schedule A below.

C. Schedule A

Years of Service	Percent of Contribution (each, Employer and Employee)
0-9.99 years of service	1.25% of base salary (STEP A)
10-19.99 years of service	1.50% of base salary (STEP A)
20 years of service until retirement	1.75% of base salary (STEP A)

- D. Employees shall have the right to invest the contributions how they wish in accordance with applicable guidelines and according to the PEHP's investment options. A payroll deduction account shall be designated whereby the contributions are deducted and deposited directly into the employee's PEHP on behalf of the employee in accordance with the applicable guidelines.
- E. When eligible employees pass one of the milestone anniversaries (based upon cumulative service with GPD as a Police Officer) listed in the table below, the City will make a one-time contribution in an employee's PEHP consistent with the amounts in the table immediately below. This contribution will be made no later than the first pay period after the end of the quarter if the employee is employed on the date of the agency employment milestone anniversary.

Agency Employment Milestone Anniversary	One-time PEHP contribution
5 year	\$1,000
10 year	\$3,000
15 year	\$7,500
20 year	\$10,000

- F. Additionally, as a one-time "catch-up," for those eligible employees who have already passed one of the milestone anniversaries (based upon cumulative service to GPD as a Police Officer) noted above by December 31, 2024, and are still employed as of that date, the City will make a one-time contribution in the employee's PEHP in amount equal to one thousand dollars (\$1,000) per year of service. As an example, an

Officer who had been employed by the City for twelve (12) years as of December 31, 2024 would receive a “catch-up” payment of twelve thousand dollars (\$12,000). Catch-up payments will be dispersed by January 31, 2025.

ARTICLE X
DEATH AND DISABILITY

10.1 The City of Greeley will pay the full amount of the premium charged for the statewide death and disability plan for Police Officers hired on or after January 1, 1997.

ARTICLE XI
SICK LEAVE

11.1 Traditional sick leave is available if selected by Police Officers hired prior to January 1, 2016. The Police Officer shall be entitled to accrue sick leave at the rate of three-point-seven (3.7) hours after each biweekly period the Police Officer is in a pay status; up to a maximum of nine hundred and sixty (960) hours. Police Officers with more than nine hundred and sixty (960) hours of sick leave as of January 4, 2012 will be grandfathered and allowed to bank any hours above 960. Banked hours can be accessed at any time while the Police Officer is an active employee until the hours are exhausted. Police Officers shall not accrue sick leave for any pay period which they are on layoff, leave of absence or other forms of unpaid status, or while engaged in conduct in violation of Article V of this Agreement.

11.2 When a Police Officer is absent due to an incapacitating personal illness or injury, or required medical, dental, or optical examination, the Police Officer shall personally notify a supervisor as soon as the Police Officer knows the Police Officer will not be able to report to work. Time off for non-emergency doctor, dental, or optical appointments should be scheduled on off-duty time when possible. Each Police Officer shall be paid at their regular straight-time rate for each regular workday, or portion thereof, missed because of said absence to the extent the Police Officer has available sick leave.

11.3 A Police Officer may use up to forty (40) hours of available sick leave annually for the illness or injury of a Police Officer’s spouse, dependent child, or parent. At the Chief’s discretion, the forty (40) hour cap shall not apply in the case of a major illness or injury of a Police Officer’s spouse or dependent child.

11.4 No Police Officer shall be entitled to claim the benefits of this Article unless the Police Officer informs the Police Chief or the Chief’s designee of their illness. The Police Chief or the Chief’s designee shall forward the request for payment for said absence to the appropriate payroll person for processing.

11.5 A doctor’s certificate or examination by a City designated physician may be required by the City as verification of illness. Any abuse of the sick leave privileges shall be subject to disciplinary action. Police Officers returning to work after a major or potentially incapacitating illness must submit a doctor’s written release before returning to duty.

11.6 It is the intent of this Article that no Police Officer absent from work due to such illness, injury, examination or treatment, shall receive more compensation per any work week than forty (40) hours of pay at their regular straight-time pay, including other sources of

compensation to which they are entitled, such as Workmen's Compensation, under applicable State laws.

11.7 No Police Officer shall be allowed to receive cash for accrued sick leave except upon termination as set forth in Paragraph 11.9. At no time shall sick leave be converted to vacation, holiday leave, or any other time off with pay.

11.8 Upon termination from employment, a Police Officer hired prior to January 1, 1991 and who did not elect to participate in the Paid Time Off program, will be paid for:

- 1) One-half of their sick leave accrual at the time of termination; or
- 2) One-half of their sick leave accrual as of December 31, 1990, whichever is less.

In either case, payment will not exceed a maximum of sixty (60) working days (480 hours). Employees hired after January 1, 1991 will not receive pay for accumulated sick leave balances at the time of termination.

11.9 Injury Leave. If an employee has been disabled due to an on-the-job injury and is entitled to receive benefits under the Worker's Compensation Law of the State of Colorado for temporary partial disability or temporary total disability, work time missed shall be charged as injury leave as follows:

If an employee misses work due to an on-the-job injury, the employee is permitted to be off work only when a designated physician has certified the time off as related to the injury, in writing, prior to the taking of the time off. In cases involving an emergency, the Officer's physician's certification for time off must be received as soon as practical.

An employee's leave time will be charged to injury leave unless there is some question as to whether the claim will be admitted for liability by the third-party administrator. Injury leave is paid at the employee's normal rate of pay for a maximum of ninety (90) calendar days per injury. Injury leave pay will be reduced by payments provided by other sources (e.g. State Police Pension Plan, Social Security). The employee shall submit to the City evidence of such payments.

If a question arises concerning liability for the claim, leave time will be charged to the employee's accrued sick, vacation or other leave balance until there is an admission of liability by the third-party administrator. If an admission of liability is entered, the employee's sick, vacation, or other leave time will be reinstated.

Appointments for treatment related to an on-the-job injury must be made outside normal working hours; time absent due to medical appointments cannot be charged to injury leave. If scheduling appointments outside of normal work hours is not possible due to the medical provider's schedule, time missed for the length of the medical appointment only (not travel time) may be charged to injury leave.

Injury leave shall terminate after ninety (90) calendar days or as it applies below:

- 1) On the date a ruling of permanent disability is made.

- 2) At such time as the employee is declared capable of performing their normal duties by a City designated physician.
- 3) At such time as the employee is declared capable of participating in the alternate duty program by a designated physician, if an alternate duty assignment is available.
- 4) When the employee reaches maximum medical improvement (MMI).

Employees who exhaust the 90 calendar days of injury leave may be eligible to continue to receive compensation at a rate equal to two-thirds (2/3) of their regular pay as administered through the third-party administrator. If the employee is not released to return to their regular job duties by the expiration of the injury leave period, the employee will be considered for reassignment to an available position for which the employee meets the essential job functions. If such reassignment is not possible the employee may be terminated.

An employee who is injured while on duty and/or acting within the scope of their employment with the City of Greeley will be entitled to injury leave.

11.10 Sick Leave Incentive. After the last pay check of the year is processed, each Police Officer's leave usage for all time paid that year will be totaled (approximately equal to 12 months) to determine whether the Police Officer qualifies for the sick leave incentive program. Police Officers who have worked for the City for a full 12 month period and who use 30 hours or less of sick leave, will receive an additional 16 hours of vacation.

Police Officers who qualify for additional vacation hours will be credited with the additional hours in February of the following calendar year.

ARTICLE XII HOLIDAYS

12.1 Police Officers shall be granted twelve (12) days (96 hours) of holiday leave each year in lieu of taking the actual holiday off. For the purpose of calculating holiday accruals for new and terminating employees, holiday accrual is based on 8 hours for each full month worked.

The holiday leave will be granted to each Officer by January 1 of each calendar year. Holiday leave must be taken by December 31 of each calendar year or it will be forfeited with the exception that holidays that are canceled by the Police Chief or the Chief's designee may be rescheduled and must be taken within thirty (30) days of the date the Officer was notified of the cancellation.

Holidays shall not accrue during a period of layoff, leave of absence, other forms of unpaid status or while engaged in conduct in violation of Article V of this Agreement.

Time spent on holiday leave will be considered time worked for overtime purposes.

- A) Except as provided for above, there shall be no credit for holidays carried over from one calendar year to the next.
- B) Scheduling holiday leave must be approved by the Police Chief or the Chief's designee.

C) Holiday leave shall not be taken in increments of less than one (1) hour.

12.2 Police Officers hired after January 1 will be granted holiday leave on a pro-rated basis at the time of hire.

12.3 The following shall be paid holidays:

New Year's Day	Veteran's Day
President's Day Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	
Martin Luther King Jr. Day	

12.4 No Police Officer shall be allowed to receive cash in lieu of time off except upon termination as set forth in Paragraph A below.

- A) Upon termination, total holiday hours to which the Police Officer is entitled will be calculated based on the number of full months worked and the Police Officer shall:
- 1) Be paid for unused holiday hours; or
 - 2) Receive an adjustment from the Officer's final paycheck deducting the hours used in excess of the hours earned.
- B) Police Officers assigned to any of the following functions or positions: Community Services Officer, Crime Prevention, Inspectional Services or any other administrative function or position created by the Chief of Police, may be required by the Chief of Police or the Chief's designee, in the Chief's sole discretion, to take a given listed holiday when City offices are closed depending on the work assignment of such Officer.

ARTICLE XIII PTO, VACATION AND LEAVES OF ABSENCE

Paid Time Off

13.1 Police Officers hired on or after January 1, 2016, and current Police Officers who elected to transfer to the Paid Time Off (PTO) plan by completing enrollment paperwork prior to November 15, 2015, shall accrue PTO hours for each biweekly pay period in which the Police Officer has been in paid status effective with the pay period beginning January 7, 2016, pursuant to the schedule below. PTO can be used for rest, recreation, personal illness/injury or time off to meet other personal needs such as doctor, dentist or EAP appointments with supervisory approval as outlined below.

After the first full pay period following completion of two months of employment with the City, Police Officers will be credited with 16 hours of PTO and begin accruing PTO at the rate listed below. The maximum PTO accrual for full-time Police Officers is listed below:

Effective January 9, 2025:

<u>Length of Service</u>	<u>Bi-weekly Accrual (Hours)</u>	<u>Annual Accrual (Hours)</u>	<u>Maximum Accrual (Hours)</u>	
			<u>Hired prior to 12-31-15</u>	<u>Hired On or After 1-1-16</u>
Initial employment through 2 nd yr	4.64 hrs	120.6	300	240
3 rd through 5 th year	5.24	136.2	300	240
6 th through 10 th year	6.14	159.6	300	280
11 th through 15 th year	7.04	183.0	300	280
16 th through 20 th year	7.74	201.2	320	300
21 st year or more	8.04	209.0	320	300

Effective January 8, 2026:

<u>Length of Service</u>	<u>Bi-weekly Accrual (Hours)</u>	<u>Annual Accrual (Hours)</u>	<u>Maximum Accrual (Hours)</u>	
			<u>Hired prior to 12-31-15</u>	<u>Hired On or After 1-1-16</u>
Initial employment through 5 th yr	5.85	152.1	300	240
6 th through 10 th year	7.69	199.9	300	280
11 th through 15 th year	8.92	231.9	300	280
16 th through 20 th year	9.85	256.1	320	300
21 st year or more	10.46	272.0	320	300

At the discretion of the Chief, at time of hire laterals may be offered a commensurate accrual rate and upon successful completion of the FTO program, may be afforded up to 40 PTO hours.

All PTO hours accrued but not taken are paid upon termination. A Police Officer must work the full pay period to accrue PTO for that pay period. PTO can be taken with supervisory approval. Requests must be submitted and approved in advance except as otherwise indicated below.

Unscheduled Use of PTO

PTO may be used without prior approval for Police Officer or family illness or emergencies. If advance notice is not possible, the Police Officer must notify his/her supervisor of the need for the request of the time off prior to the beginning of the Police Officer's work shift. A Police Officer must keep his/her supervisor informed of his/her condition. Additionally, the Police Officer may be required to provide a doctor's certification or other documentation related to the unscheduled leave, except that when unscheduled leave is taken for illness, certification or documentation will only be required if the unscheduled leave exceeds three days. Unscheduled use of PTO which interferes with job performance or City operations may subject the Police Officer to disciplinary action as may be appropriate under City policies and state and federal law.

For Police Officers with Banked Sick Leave time off due to personal illness or injury (including medical appointments) whether scheduled or unscheduled should be charged to the "Unscheduled PTO" pay code. After charging a minimum of 32 hours per payroll calendar year to Unscheduled PTO, a Police Officer is eligible to charge time off due to personal illness or injury to Banked Sick Leave and is responsible for coding the timekeeping system with the appropriate pay code.

Banked Sick Leave

Banked Sick Leave refers to those sick leave hours that have been accrued by Police Officers as of December 16, 2015. These sick leave hours are placed in a bank and may be used in the following ways:

- To supplement Short Term Disability (STD) payments to 100% of regular salary during the term of the disability;
- For personal illness or injury (including medical appointments) after 32 hours of time charged to the unscheduled PTO code have been taken in a payroll calendar year;
- For illness or injury (including medical appointments) of family members (spouse, civil union partner, dependent child or parent) up to 40 hours in a year calculated based on the pay periods paid in the calendar year.

On the January 7, 2016 paycheck Police Officers hired prior to January 1, 1991 who elected to transfer to the PTO plan will be paid for:

- One-half of their sick leave accrual as of December 16, 2015; or
- One-half of their sick leave accrual as of December 31, 1990, whichever is less.

The hours paid out will be deducted from the Police Officer's banked sick leave hours.

Police Officers will not receive pay for banked sick leave balances at time of termination of employment.

Short Term Disability

Short Term Disability (STD) is income coverage that is provided by the City in the event a Police Officer is unable to perform the essential functions of his/her job due to medical incapacity for scheduled work hours after any consecutive fourteen (14) calendar day period (referred to as the "elimination period"). The STD benefit will be paid at the rate of 70% of the Police Officer's normal base salary. STD payments are considered taxable income to the Police Officer.

Leave time charged to STD will be considered as part of and administered in accordance with the Family and Medical Leave policy. Time charged as STD is included to calculate the 12-week maximum Family and Medical Leave period.

Police Officers are eligible for STD effective the first day of the month following completion of four full months of employment. A Police Officer must be actively at work on the scheduled work day before the scheduled effective date of STD or STD will not be effective until the day after the Police Officer completes one full day of active work. A 90 day pre-existing exclusion will apply with the 90 day waiting period beginning the day just before STD becomes effective.

To be eligible for STD, scheduled work hours for the first fourteen (14) consecutive days of any period of medical incapacity relating to the same personal illness or injury will be charged to available leaves or leave without pay.

Written application for STD must be made through the Human Resources Department as soon as possible after a Police Officer is aware of the potential need for STD. It is the Police Officer's responsibility to submit the application to Human Resources although a relative or friend may submit the application if the Police Officer is unable to do so. Application for STD must be received in the Human Resources Department no later than fifteen (15) days after the first day of medical incapacity or fifteen (15) days from the date Short Term Disability paperwork is mailed to the Police Officer's home, whichever date occurs first. Retroactive STD payments will not be made after the shorter of these fifteen (15) day periods. The company hired by the City as the STD plan administrator will make decisions regarding eligibility for STD.

The written application for STD must be accompanied by a signed statement from a licensed medical doctor to be submitted to the City of Greeley's STD plan administrator: (1) verifying that the Police Officer is medically unable to perform assigned duties; (2) identifying the medically incapacitating condition involved; (3) estimating the anticipated length of the required absence. The City reserves the right to require a Police Officer to submit to an examination by one or more City-designated physicians at any time during the duration of the STD leave. Second medical opinions requested by the plan administrator when making the initial determination regarding eligibility for STD will be paid for by the City. All other physician examinations will be the responsibility of the Police Officer or the Police Officer's health plan. Leave associated with childbirth and/or conditions arising there from will be treated as any other temporary disability, where applicable.

If approved, STD will provide coverage for the period of disability in excess of the fourteen (14) calendar day period for a combined maximum period of 90 calendar days. Separate periods of STD that may or may not include intermittent or reduced work hours resulting from the same or related causes will be considered one period of STD unless separated by at least two consecutive weeks of the Police Officer's return to a full work schedule.

STD will be paid at 70% of the pre-disability rate of pay for the duration of the STD. Available leave hours may be used to supplement STD pay to 100% during the disability. Under no circumstances will a Police Officer receive a combination of paid leave and STD which exceeds 100% of the Police Officer's normal base pay. A Police Officer must make a one-time decision at the beginning of the STD period regarding use of available leave to supplement STD. Police Officers receiving or eligible to receive partial or total disability whether permanent, temporary, or vocational under workers' compensation either through the City or through the workers' compensation administrator will not be eligible for STD.

If a Police Officer's initial application for STD is not approved by the STD plan administrator prior to the end of the first pay period in which the STD hours would be entered, leave hours will be charged to STD pending approval from the STD administrator. If a Police Officer's application for STD is denied or delayed beyond the initial pay period in which STD hours would be entered, leave hours charged to STD will be reversed and charged to other available leave or leave without pay.

In the event that a Police Officer chooses to use leave time to supplement STD or STD is denied or delayed the leave time will be charged to the Police Officer in the following order:

- Sick/Banked Sick Leave
- Holiday
- Compensatory time
- Paid Time Off (PTO)/Vacation
- Leave without pay

Benefits will continue during the period of STD as set forth below:

- City and Police Officer contributions to health, dental, vision and life insurance premiums for the Police Officer will continue during the period of STD.
- City and Police Officer contributions to the Pension Plan will continue during the period of STD and will be based on the compensation received during STD.
- Police Officer contributions to a flexible spending account will continue unless the Police Officer is eligible and makes a change due to a change in status.
- Accrual of all leave will continue during any period of STD and holiday hours occurring during the time a Police Officer is on STD will be charged to holiday leave and not to STD. Holiday leave will also be charged to holiday leave and not to STD for Police

Officers granted holiday leave in a lump sum at the beginning of each year when the Police Officer's period of STD encompasses a City-designated holiday. Holiday hours charged during a period of STD will count toward the STD maximum period.

On the Police Officer's return from STD leave, s/he must bring a fitness for duty release from the physician in all cases except for the delivery of a child without medical complications.

In some situations, alternate duty assignments may be available for Police Officers otherwise eligible for STD. Police Officers offered, but who refuse an alternate duty assignment, will not be eligible for STD on or after the date the alternate duty would begin. Such Police Officers may take applicable accrued leave, Banked Sick Leave or leave without pay if approved.

Eligibility for STD for Terminated Police Officers

If a Police Officer qualifies for STD while employed in a regular position and employment ends prior to the end of the STD period, STD payments will continue. The City, in its sole discretion, will determine whether STD will be administered through the regular payroll process or another process as deemed appropriate by the City. An individual who is employed at the beginning of the STD period but whose employment ends at any point during the STD period will not be eligible for any benefits as described above other than STD. The STD benefit will be paid at the rate of 70% of the individual's base salary on the individual's last full day of employment prior to disability. STD payments are considered taxable income.

Paid Time Off Sell Back

A Police Officer may also be eligible to cash in ("sell back") accrued PTO hours one time during each calendar year if the Police Officer has been employed in a regular position for at least two years and the following conditions are met:	Full-Time
Maximum hours eligible to be sold back	80
Have used a minimum number of PTO hours in the 12 month period prior to request	40
Minimum PTO balance at the time of the sell back request	80

Paid Time Off Sell Back forms may be accessed via the current Human Resources Information System. Contact Human Resources for detailed instructions.

13.2 Traditional Vacation (if selected by Police Officers hired prior to January 1, 2016).

Every Police Officer who has been in the continuous service of the City for more than six (6) months shall be eligible for paid vacation on the following basis:

<u>YEARS OF SERVICE COMPLETED</u>	<u>VACATION HOURS PER PAY PERIOD</u>
6-10 years	4.6 hours per pay period (120 hours/year)
11-15 years	5.5 hours per pay period (144 hours/year)
16-20 years	6.2 hours per pay period (160 hour/year)
21 years and up	6.5 hours per pay period (168 hours/year)

Vacation shall be earned at the rates detailed above and will be accrued on a bi-weekly basis for periods in which the Police Officer is in a pay status. No vacation may be taken in advance of the pay period in which it is earned.

- A. Police Officers shall not accrue vacation for any pay period during which they are on layoff, leave of absence, other forms of unpaid status, or while engaged in conduct in violation of Article V of this Agreement.
- B. The rate of vacation pay shall be the Police Officer's regular, straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.
- C. Vacation leave will be scheduled at the discretion of the City in accordance with Department Policy.
- D. The maximum vacation accrual for Police Officers is 280 hours.
- E. No Police Officer shall be allowed to receive cash in lieu of time off except as set forth in Paragraphs F and G below.
- F. A Police Officer who terminates for any reason shall receive vacation pay for the actual amount of vacation accrued at the time of their separation from employment with the City. The amount of payment for said vacation shall be calculated based upon the Police Officer's regular straight time hourly rate of pay in effect for the Police Officer's regular job on the Police Officer's last work day.
- G. Police Officers may sell back to the City up to eighty (80) hours of vacation one (1) time during the calendar year. To be eligible to sell back vacation hours, the Officer must be employed a minimum of two (2) years, must have used 40 hours of vacation during the previous twelve (12) month period and must have a minimum balance of eighty (80) hours at the time of the sell-back request. The vacation leave will be paid by the City at the Police Officer's regular straight time hourly rate of pay on the day of the receipt of the request.

13.3 Military Leave.

- A. A Police Officer is eligible for leave without pay for military service as defined by Congress in the Selective Service Act of 1977. An affected Police Officer should notify the Officer's supervisor in writing immediately after receiving orders for active duty and furnish copies of such orders to the supervisors. Said Police Officer shall not receive any termination pay (i.e. accrued sick leave, vacation, holidays). If the Police Officer applies for reinstatement within the time period provided by law after discharge from such military service, the Police Officer will be reinstated with pay commensurate with what the Police Officer would have obtained in the Police Officer's vacated position, but for the military service, if the Police Officer is found to be mentally and physically qualified to do so. If the Police Officer is not found to be able to perform the duties of the vacated position, the

employee may be placed in a different classification at an appropriate pay rate if such position is available, or terminated.

- B. Police Officers belonging to guard or reserve units will be allowed to: (i) use their PTO or (ii) take up to fifteen (15) calendar days per year of unpaid time off ("Unpaid Military Leave") from their regular duties for military training. In the event the Police Officer takes Unpaid Military Leave, if the Police Officer's salary from the Armed Services, exclusive of travel allowance, is less than the gross pay from the City, the Officer will receive the difference between the two salaries for a period not to exceed fifteen (15) days for annual training, except that in no event shall the total pay for such period exceed the normal pay of the Police Officer. Police Officers taking Unpaid Military Leave shall be required to submit to the City proof of the pay they received from the military. PTO and Unpaid Military Leave may not be used simultaneously.

13.4 Funeral Leave.

- A. In the event of a death in the Police Officer's immediate family a Police Officer may be granted up to forty (40) consecutive hours, or the equivalent of one (1) week, of funeral leave for the purpose of allowing the Police Officer to attend the funeral and handle the personal affairs of the deceased. During such time a Police Officer shall be paid at their regular straight time rate for regularly scheduled work hours missed because of said absence. Time spent on funeral leave will not be considered as hours worked for purposes of overtime calculations. For purposes of funeral leave, immediate family is defined as spouse, civil union partner, child, parent, grandparent, grandchildren, brother, sister (these include step, half and in-law relationships), aunt, uncle, niece, nephew and first cousin.
- B. A Police Officer desiring additional time off with pay in conjunction with funeral leave may request PTO or vacation leave in accordance with the provisions of this Article.

13.5 Jury Duty.

- A. When Police Officers are called for jury duty at a time which conflicts with their regular work schedule, they shall be compensated for time lost from the job at the regular straight time hourly rate, for regularly scheduled work hours missed because of said absence but in no case more than forty (40) hours per week, up to a maximum of thirty (30) working days. Time spent on jury duty will not be considered in overtime calculations.
- B. The Police Officer must sign over to the City the compensation received for jury duty.
- C. If scheduled for work, the Police Officer shall be expected to report back to work within thirty (30) minutes from the time the Police Officer is excused

from jury duty.

- D. If a Police Officer is excused and does not serve on the jury, the Officer will be required to work a regular shift.
- E. A Police Officer may be required to show evidence of jury duty upon request by the Police Chief or the Chief's designee.

13.6 Leave Without Pay. Police Officers covered by this Agreement may request, in writing, a leave of absence from the Chief of Police, who may grant a leave of absence to a Police Officer who has been in the bargaining unit for not less than one (1) year, for such period as the Police Chief sees fit, not to exceed ninety (90) calendar days. Upon written request, an extension of leave of absence may be granted at the sole discretion of the Chief of Police. Said extension shall not exceed an additional ninety (90) calendar days. An additional extended period of leave without pay cannot be requested until the Police Officer has been at work for not less than twelve (12) months. Leaves of absence shall not be granted to Police Officers to accept remunerative employment elsewhere.

As a condition to such leave being granted, the Police Officer may be required to waive all rights to immediate reinstatement in the Officer's position upon termination of the leave and to retain only the right to be appointed to the first vacancy for the position in which the Officer has been employed.

A Police Officer granted a leave of absence shall continue to accrue leave and be eligible for benefits for only the first thirty (30) days of leave without pay. A Police Officer must pay in advance to the City the full cost of insurance or other benefits requiring the payment of a cash premium, if the Officer wishes to retain such benefits after the thirty-day period.

In the event the Police Officer does not desire to retain such benefits, the Officer shall sign a waiver releasing the City from any and all liability resulting from the discontinuance of such benefits. The Police Officer must agree in writing to pay for any costs associated with resuming such benefit coverage and shall be subject to the term and conditions of benefit plans as they exist at the date of reinstatement.

13.7 Family/Medical Leave. All provisions of Family/Medical Leave (FMLA) will be administered in accordance with the Family and Medical Leave City policy with detailed information available through the Human Resources Department.

ARTICLE XIV CLOTHING AND EQUIPMENT

14.1 New Police Officers shall receive the following uniform clothing which will be paid for in full by the Police Department.

Four (4)	Short Sleeve Shirts
Four (4)	Long Sleeve Shirts
Four (4)	Pairs of Pants
One (1)	Winter Coat
One (1)	Hat
One (1)	Light Coat

One (1)	Winter Hat
One (1)	Set of Rain wear

Such uniform clothing must be obtained at a City-designated supplier.

14.2 Each Police Officer with 12 or more months of service as of January 1 shall receive eight hundred dollars (\$800) annually, 50% of which shall be paid on the pay date following January 1 and the remaining 50% on the pay date following July 1, for the purchase of clothing and duty related equipment and for uniform and clothing cleaning and maintenance. Those hired on or after January 1 will receive one half of the allotted annual uniform allowance upon hire, and, if still employed with GPD, will receive the second half on July 1. Those hired on or after July 1 will receive one half of the allotted annual uniform allowance upon hire. Uniforms and duty-related equipment shall be defined and approved by the Police Department.

14.3 In consideration of the uniform allowance provided under Section 14.1 above, all uniformed Police Officers shall provide their own uniforms in accordance with City specifications. The City will provide insignia, name plates and badges required to be worn. Police Officers not required to wear uniforms shall wear clothing in conformity with departmental requirements.

14.4 All Police Officers shall be responsible for maintaining their work clothing in a proper manner (including repairing, dry cleaning and laundering as required). They shall also be responsible for replacing any worn out or lost uniform articles.

14.5 The City agrees to issue each Police Officer the following equipment: one concealable vest, one exterior vest carrier, rifle plates, duty pistol, holster, magazines, ammunition, inner and outer belt, keepers, two sets of handcuffs, baton, flashlight, weapon light, gas mask, tourniquet, rifle with light and optical sights, and leather gear or equivalent for all issued equipment. The City will select and obtain issued equipment in a responsible, professional manner. All equipment issued to the Police Officer is and shall remain City property. Any equipment damaged through the abuse or neglect of the Police Officer shall be repaired or replaced at the expense of that Police Officer. Upon termination of employment, all City equipment shall be returned to the City in good working condition prior to the issuance of the Police Officer's final paycheck.

14.6 The City agrees to provide each member of the Tactical Team with appropriate clothing and equipment.

14.7 The City agrees to provide lockers for the use of Police Officers in accordance with departmental standards.

14.8 Personal items belonging to Police Officers which are damaged, broken, or destroyed in the line of duty, through no fault of the Officer shall be repaired or replaced at City expense. In no event will repair or replacement expense exceed the value of the item or items at the time of damage or destruction.

ARTICLE XV LAYOFF AND RECALL

15.1 For purposes of this Agreement, "continuous service" shall mean the period of

continuous employment in the Police Department from the most recent date of hire without break or interruption; provided that any suspension for disciplinary purposes or absences on authorized leave without pay shall not constitute a break or interruption of service within the meaning of this section. A list of Police Officers arranged in order of continuous service shall be made available for examination by all Police Officers at the end of each calendar year. Where two (2) or more Police Officers were appointed on the same date, their continuous service standing shall be determined in the order of their ranks on the Civil Service eligibility list from which they were hired.

15.2 The City, in its sole discretion, shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, Police Officers will be laid off in the following order:

- A. Probationary Police Officers. The probationary Officer serves a probationary period of twelve (12) months in which there is an opportunity for the supervisor to train, observe, and evaluate the employee. During the twelve month original probationary period, the employee may be demoted, laid off, or terminated without cause at the discretion of the City; and
- B. In the event of further reductions in force, Police Officers will be laid off from the affected classification in accordance with their continuous service and their ability to perform the remaining work available without further training. When two (2) or more Police Officers have relatively equal experience, skill, ability, and qualifications to do the work without further training, the Police Officer(s) with the least continuous service will be laid off first.

15.3 Police Officers who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, Police Officers who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Police Officers recalled under this section shall not be required to take a Civil Service written examination or participate in a Civil Service oral interview but may be required to successfully complete all other phases of the screening process.

15.4 Police Officers who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the Police Officers by certified or registered mail, provided that the Police Officer must notify the Police Chief of the Officer's intention to return within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Police Officer, it being the obligation and responsibility of the Police Officer to provide the Police Chief with the Officer's latest mailing address.

ARTICLE XVI GRIEVANCE PROCEDURE

16.1 A grievance is a claim that the City has violated any expressed provision of this Agreement and does not include any disciplinary matters. Any appeals related to disciplinary matters will follow the appeal procedures as outlined in the Civil Service Rules and Regulations

manual. Officers cannot use the grievance procedures contained in this contract and the Civil Service Rules and Regulations interchangeably.

16.2 A grievance may be initiated by an individual officer or by the Association on behalf of one or more members of the bargaining unit. The grievant must reduce the entire grievance and all the reasons therefore to writing and present the written grievance and the provisions of this Agreement which the grievant feels have been violated, signed and dated by the grievant, to the Deputy Chief or the Deputy Chief's designee with a copy to the Police Chief or the Chief's designee, the City Attorney, and the Human Resources Director within ten (10) calendar days of the date the grievant knew or should have known the facts which gave rise to the grievance. Otherwise, the grievance shall not be entitled to consideration. A grievant may, upon request, be represented at any level of the grievance procedure by a representative of the Association, or by counsel. The time limits set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision.

16.3 In the event of failure to answer a grievance within the time limit provided, it shall be considered a denial and the grievant may appeal the grievance to the next step of the procedure in accordance with the time limitations specified. Extensions of time may be requested by either party. To be effective, any extension of time must be set forth in writing.

All grievances shall be settled in the following manner:

Step 1. The grievance shall be discussed first between the grievant and the Deputy Chief or the Deputy Chief's designee. The Deputy Chief must give an answer to the grievant within seven (7) calendar days of the holding of such meeting.

Step 2. If the grievant is not satisfied with the answer obtained at Step 1, the Police grievant may appeal the grievance to Step 2, providing that the appeal is presented to the Police Chief or the Chief's designee within seven (7) calendar days of receipt by the grievant of the Step 1 answer. Within seven (7) calendar days of receipt of the appeal, the Police Chief or the Chief's designee shall discuss the grievance with the grievant. The Police Chief or the Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meetings.

Step 3. If the grievant is not satisfied with the answer obtained at Step 2, the grievant may appeal the grievance to Step 3, providing that the appeal is presented to the City Manager or the Manager's designee, with a copy to the Human Resources Director, within seven (7) calendar days of receipt by the grievant of the Step 2 answer. Within seven (7) calendar days of receipt of the appeal, the City Manager or the Manager's designee shall discuss the grievance with the grievant. The City Manager or the Manager's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

Step 4. If the grievant is not satisfied with the answer obtained at Step 3, the Association President must give written notice of intent to seek advisory fact-finding to the City Manager of the City, with a copy to the Human Resources Director, within fourteen (14) calendar days. The advisory fact-finding board shall consist of:

1. Appointee of the City;
2. Appointee of the Association;
3. The representative of each party shall select the third member of the advisory fact finding board, who shall be the chairman;
4. If within twenty-one (21) calendar days, the representatives of the City and the Association fail to select a third member, either party or its representative may refer the matter to either the American Arbitration Association or the Federal Mediation and Conciliation Service for the selection of an impartial advisory fact-finder to act as the third member of the advisory fact-finding board, in accordance with the Rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, as may be applicable. The cost of advisory fact-finding shall be shared equally by the City and the Association.

The majority of the advisory fact-finding board shall render a decision within thirty (30) calendar days of hearing the grievance, and failing to reach a majority, the decision of the chairman shall prevail.

The advisory fact-finding board shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, nor shall the board have jurisdiction to determine that the parties by practice or implication have amended or supplemented this Agreement. The advisory fact-finding board shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The advisory fact-finding board shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The advisory fact-finding board shall have no authority to make a recommendation on any issue not so submitted or raised. The advisory fact-finding board shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The advisory fact-finding board shall not, in any way, limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. The recommendation shall be advisory only.

After receipt of the decision of the advisory fact-finding board, the President of the Association and the chief spokesman for the City bargaining committee shall meet within seven (7) calendar days and attempt resolution of the grievance based upon the findings and recommendations of the advisory fact-finding board. In the event that either party is not available to meet within seven (7) calendar days, the time limits described herein will be extended as appropriate.

16.4 Anything in this Agreement to the contrary notwithstanding, the following matters are not subject to the grievance procedures of this Agreement:

- A. Any grievance which is not filed in accordance with the provisions of this Article or does not meet the definition of a grievance as set forth in this Article; or
- B. Any matter reserved solely to the Rights of Management or to the discretion of the City

or the Police Chief by the terms of this Agreement, except as to resolution of whether or not a specific matter is a management right; or

- C. Any matter which would require a change from the wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment as set forth in this Agreement; or
- D. Any matter which is not covered by this Agreement; or
- E. Any matter covered by the Charter of the City of Greeley, the Rules and Regulations and the Official Order Book of the Greeley Police Department in effect on the signing date of this Agreement, the Rules and Regulations of the Civil Service Commission of the City of Greeley, City Ordinances, Statutes and Constitutional provisions except to the extent that any such matter is addressed in this Agreement and the grievance alleges that the City has violated an express provision of this Agreement.

ARTICLE XVII WAIVER AND NOTICE

17.1 Failure of the City or the Association to enforce, or insist upon, the performance of any term, condition or provision of this Agreement in any one or more instances, shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of this Agreement shall be deemed waived by the City or the Association unless such waiver is reduced to writing and signed by the City Manager or the Manager's designee or the President of the Association or the President's designee. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition, or provision, which is the subject matter of the waiver.

17.2 Where any provision of this Agreement requires any notice of information be given by the Association to the City or by the City to the Association within a specified time, such requirement will not be met unless the official of the City or the Association specified herein, who has actual authority to receive such notice, actually receives the notice or information within the time limit specified in this Agreement.

ARTICLE XVIII ENTIRE AGREEMENT

18.1 The City shall not be bound by any requirement which is not specifically stated in this Agreement.

18.2 This Agreement constitutes the entire agreement between the parties; and no past practice, stipulations or understandings, memoranda or bulletins shall be construed as in any way modifying, altering, or amending the terms or conditions hereof.

18.3 The Association and the City agree that this Agreement is intended to cover all matters affecting wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment and similar or related subjects, and that during the term of this Agreement neither the City nor the Association will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

ARTICLE XIX
SEVERABILITY

19.1 If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable laws, statutes, and regulations of the United States of America and the State of Colorado, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if both parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

ARTICLE XX
LIMITATION ON ECONOMIC ISSUES

20.1 In the event that it is determined the terms and conditions in this Agreement exceed any limitations imposed upon the City of Greeley by Article XI, Section 20, of the Colorado Constitution, the Articles VIII, IX, XI, XII, XIII and XIV of this Agreement may be open to further collective bargaining as provided by this Section. The determination shall be reduced to writing by the City, specifically citing the nature and extent of the prospective violation by any existing term or condition of this Agreement.

ARTICLE XXI
TERM OF AGREEMENT

21.1 This agreement shall be effective January 1, 2025 and shall continue to and include December 31, 2027.

This contract is subject to appropriation and availability of City funds on an annual basis.

21.2 This agreement shall continue for the duration of the contract. This agreement shall then automatically continue from year to year for successive terms of one (1) year each unless the City or the Association shall give to the other written notice of request for collective bargaining no later than March 1 of the year the contract expires stating its desire to modify or terminate this agreement.

In the event that either the City or the Association gives written notice of a request for collective bargaining, and no new agreement is executed prior to the expiration of the current agreement, the terms of the current agreement shall continue in full force and effect during the period of time that the City and the Association are engaged in Advisory Fact-Finding pursuant to Section 14-4, subsections f-h of the City of Greeley Municipal Charter. The agreement may be further extended by mutual agreement of the parties so that it may continue in full force and effect during the period following Advisory Fact-Finding up through the conclusion of the special election authorized by Section 14-4(i) of the City of Greeley Municipal Charter.

Approved as to Legal Form:

Approved as to Substance:

City Attorney

City Manager

Approved as to Availability of Funds:

Union Representative:

Director of Finance

President



Council Agenda Summary

July 16, 2024

Key Staff Contact: Paul Trombino, Public Works Director

Title:

Introduction and first reading of an ordinance to acquire Real Property by Purchase or Exercise of Eminent Domain (Poudre River Ranch Stormwater Drainage Improvement Project)

Summary:

This ordinance authorizes the acquisition of property interests by purchase or by exercise of power of eminent domain, if deemed necessary, required to construct stormwater drainage improvements near the Poudre River Ranch neighborhood.

The purpose of the project is to reduce potential impacts to the Poudre River Ranch neighborhood and its stormwater infrastructure due to stormwater and farm drainage from upstream locations. As part of the project development, additional stormwater detention capacity will be constructed along the south boundary of the Poudre River Ranch neighborhood. The project will also improve stormwater infrastructure within the neighborhood and the City will assume ownership of the stormwater infrastructure in the neighborhood. The project will alleviate flooding and reduce sediment flow from the upstream areas to the Cache la Poudre River. The improvements are vital to address the recurring impacts to the quality of life, health, and safety of the neighborhood residents.

The Project will require the acquisition of tracts of fee simple right of way, permanent easements, and temporary construction easements within and outside the Poudre River Ranch neighborhood. City staff have begun discussions with owners and homeowner associations within the project area. As the Project progresses, staff will continue to work with owners to meet the goals of the project, address site considerations, and acquire the property interests necessary for the project. Staff fully intend to negotiate in good faith and follow a uniform acquisition process for all affected owners; however, if an agreement cannot be reached, and it is deemed necessary to meet the schedule and budget requirements of the project, the City may consider the use of eminent domain.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	To be negotiated
What is the annual impact?	None
What fund of the City will provide Funding?	432
What is the source of revenue within the fund?	Stormwater Fees

Legal Issues:

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

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

Other issues and Considerations:

The Colorado Constitution and the Greeley City Charter authorize the City to acquire interests in real property for public purposes, including by eminent domain when deemed necessary.

Strategic Focus Area:



Community Vitality



Infrastructure and Mobility



Quality of Life

Decision Options:

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

Council's Recommended Action:

Introduce the ordinance and schedule the public hearing and second reading for August 6, 2024.

Attachments:

1. Ordinance No. 24 , 2024 with Exhibit A

THE CITY OF GREELEY, COLORADO

ORDINANCE NO. 24, 2024

AN ORDINANCE AUTHORIZING THE CITY OF GREELEY TO ACQUIRE INTERESTS IN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO FOR STORMWATER DRAINAGE IMPROVEMENTS AND ASSOCIATED FACILITIES, WHETHER BY PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN, PURSUANT TO SECTION 15 OF ARTICLE II, SECTION 7 OF ARTICLE XVI, AND SECTIONS 1 AND 6 OF ARTICLE XX, OF THE COLORADO CONSTITUTION AND TITLES 31 AND 38 OF THE COLORADO REVISED STATUTES (POUDRE RIVER RANCH STORMWATER IMPROVEMENT PROJECT)

WHEREAS, the City of Greeley (“City”) is a Colorado home rule municipality authorized by Section 15 of Article II, Section 7 of Article XVI, and Sections 1 and 6 of Article XX, of the Colorado Constitution, as affirmed by Section 1-3 of the City of Greeley City Charter, to exercise the power of eminent domain to acquire interests in real property for public purposes, including, without limitation, the purposes of constructing, operating, and maintaining transportation systems and other public works such as stormwater drainage improvements, upon the payment of just compensation; and,

WHEREAS, Article 15 of Title 31, and Article 1 of Title 38, of the Colorado Revised Statutes, set forth the statutory authority and procedures by which the City may exercise the power of eminent domain to acquire real property interests as described above; and

WHEREAS, the City has determined that public infrastructure improvements to the stormwater facilities located near the Poudre River Ranch neighborhood in the City of Greeley, are necessary for the public purposes of maintaining general public safety, effectively managing stormwater drainage, alleviating potential flooding, and reducing sediment runoff to the Cache la Poudre River, and thereby, promoting the health, safety, and welfare of its citizens and the general public; and

WHEREAS, accordingly, the City has determined it necessary to acquire the interests in real property located in Weld County and more particularly identified on Exhibit A, attached hereto and incorporated herein, for the public purposes described above, whether by purchase or exercise of the City’s power of eminent domain.

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

Section 1. The City Council hereby finds and determines that it is necessary and in the interest of the health, safety, and welfare of its citizens and the general public, to acquire, whether by purchase or exercise of the power of eminent domain, the real property interests identified on Exhibit A for public infrastructure improvements to the stormwater facilities located near the Poudre River Ranch neighborhood in the City of Greeley, which are necessary for the public purposes of maintaining general public safety, effectively managing stormwater drainage,

alleviating potential flooding, and reducing sediment runoff to the Cache la Poudre River.

Section 2. The City Council hereby directs City staff to undertake all action necessary to acquire the real property interests identified on Exhibit A by eminent domain, including, without limitation, obtaining immediate possession of such real property interests pursuant to the provisions of the Colorado Revised Statutes set forth above, in the event that City staff is unsuccessful in negotiating a mutual agreement for the purchase of such real property interests.

Section 3. The City Council hereby ratifies any actions previously undertaken by City staff and legal counsel concerning the City's acquisition of the real property interests identified on Exhibit A, including, without limitation, concerning notice of the City's intent to acquire such real property interests and any offers previously extended to purchase such real property interests. Nothing contained in this ordinance is intended or shall be construed as precluding City staff from continued good faith negotiations with the owners of such real property to purchase the interests identified on Exhibit A.

Section 4. This ordinance shall take effect on the fifth (5th) day following its final publication, as contemplated by Section 3-16 of the City of Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 6th DAY OF AUGUST 2024.

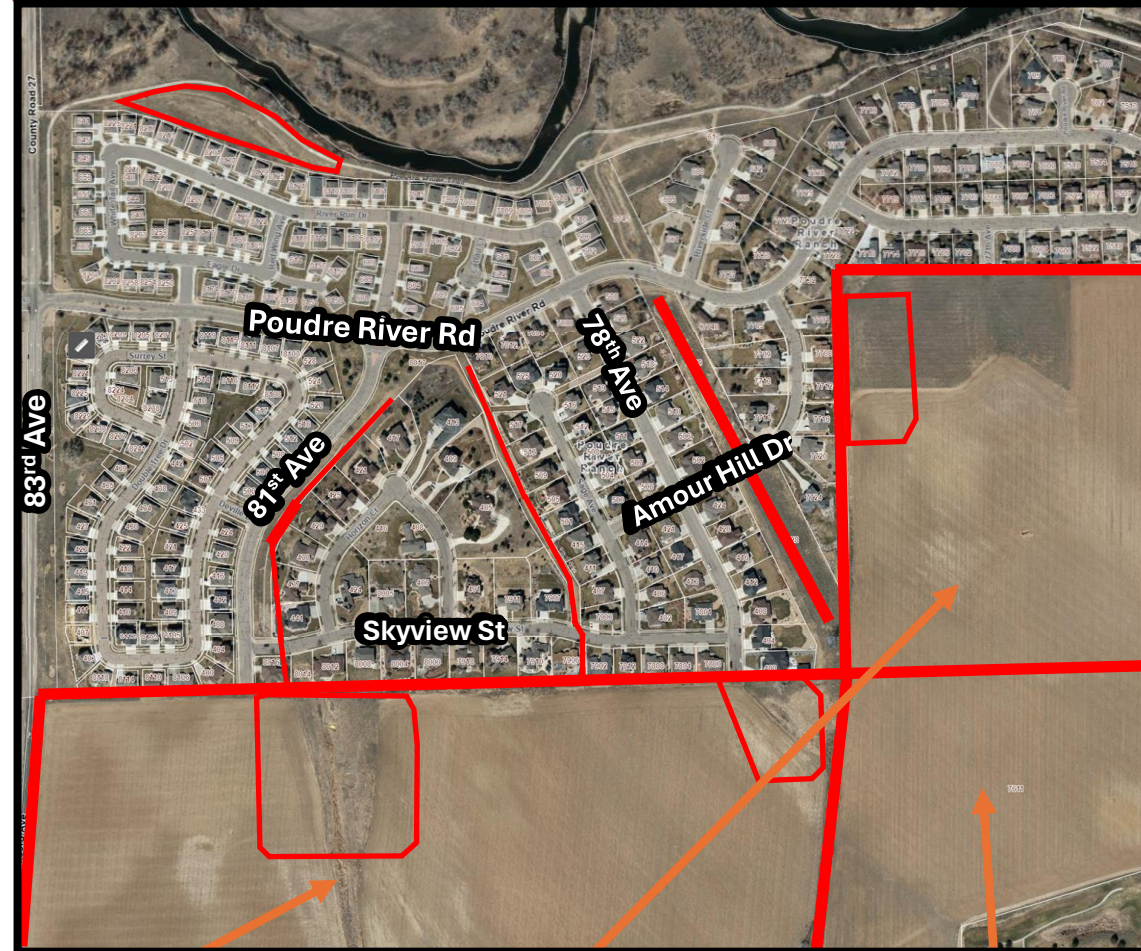
ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Poudre River Ranch Storm Water Improvement Project

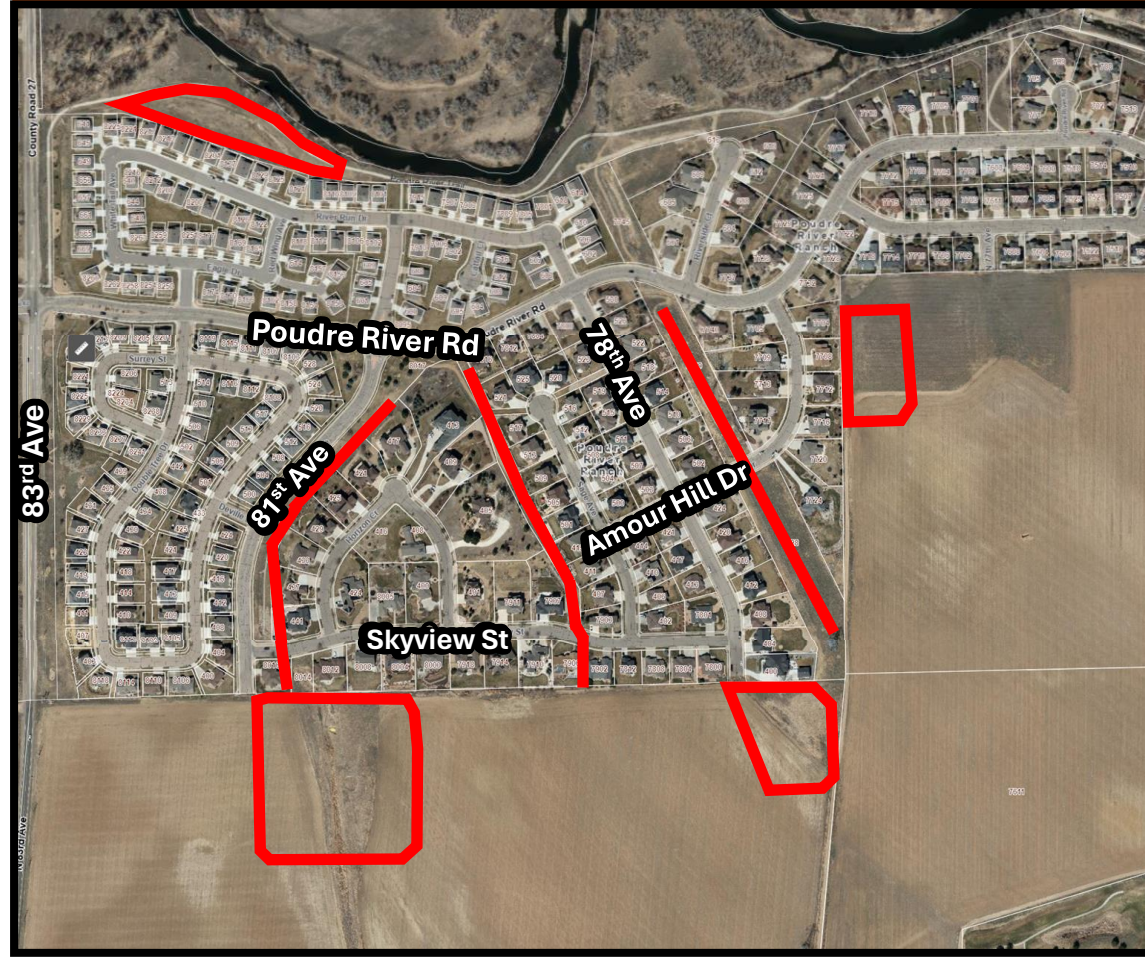


Wiedeman Family Farm LLC
Parcel ID: 095905000043

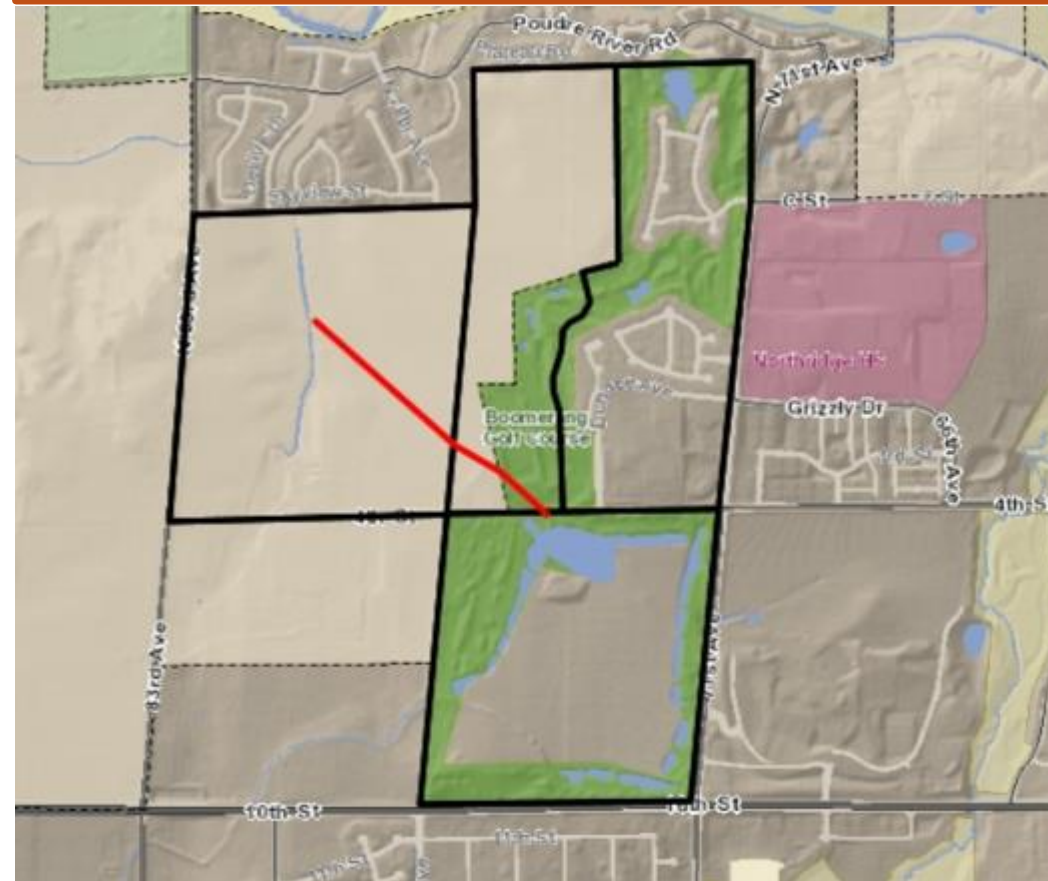
Wiedeman Family Farm LLC
Parcel ID: 080532400008

Wiedeman Family Farm LLC
Parcel ID: 095905100077

Poudre River Ranch Storm Water Improvement Project



Poudre River Ranch Storm Water Improvement Project*



* Existing stormwater pipe (easement to be acquired as part of this project)



Council Agenda Summary

July 16, 2024

Key Staff Contact: Sean Chambers, Water & Sewer Director, Adam Prior, Chief Engineer

Title:

Introduction and first reading of an ordinance making assessments against the lots and lands included within the Local Improvement District No. 343795 to recover the approved maximum costs of construction for sanitary sewer infrastructure in Greeley, Colorado (Ashcroft Draw Basin Sanitary Sewer Infrastructure)

Summary:

The City Council established a Local Improvement District (LID) No. 343795 for construction of a regional wastewater lift station and gravity sewer line to serve existing and future developments. The 2.9 Million Gallons per Day (MGD) full build out capacity lift station will be located adjacent to the southeast corner of existing St. Michaels Subdivision along 65th Ave. Wastewater treatment for the residents in St Michaels Subdivision and surrounding future developments were historically served by the City of Evans (Evans), While Evans had provided treatment in this basin from 2013 to 2022 and had limited development potential within Greeley's Ashcroft Draw Basin. In 2018, Evans upgraded their wastewater plant, which significantly increased the monthly sewer rates, for which Greeley had paid the difference prior to the new lift station. Evans has continued to limit wastewater treatment plant capacity, which would have limited Greeley's development potential in the basin and further increase sewer rates. In May 2021, Greeley and Evans updated the Intergovernmental Agreement (IGA) to address temporary treatment rates and allow for Evans to provide emergency overflow for the constructed Ashcroft Lift Station.

The Ashcroft Lift Station started construction in June 2021 and became operational in September 2022, which allows Greeley to provide wastewater treatment for existing and future developments in Greeley within the Ashcroft Draw Basin. The final completion of the Ashcroft Lift Station was completed in May 2024.

The Water and Sewer Department is seeking an ordinance setting forth the final tap fee based on actual project cost, and setting forth the property to be included and the names of the apparent owners of the property LID no. 343795. The final determination of lots and lands to be included within local improvement district 343795 as set forth in section 18-379(d) of the Greeley Municipal Code.

The LID is setting forth two rates, 1) properties only tributary to the downstream proposed gravity sewer, and 2) properties tributary to the proposed lift station, force main, and gravity sewer as depicted in Exhibit A of the Ordinance. The Lift Station service area is approximately 900 acres, while the gravity sewer service area is approximately 1080 acres, with 180 acres of the service area being directly tributary to the gravity sewer main.

The basis of repayment for the LID will be water service tap size and ¾" equivalents. The lift station will have a ¾" equivalent capacity of 5156 and the downstream gravity sewer has a ¾" equivalent of

7,051. The LID 343795 set the maximum gravity sewer cost of \$425,000 or \$60.28 per ¾” equivalent water meter size and lift station and force main maximum cost of \$4,875,000 or \$945.50 per ¾” equivalent water meter size. Actual construction costs of the gravity main were \$468,252 and the lift station and force main costs were \$5,297,756. The construction costs came in higher for labor, materials, and installation due to post-COVID inflations and significant cost increases in easement for the lift station and force main.

This Ordinance will set the final LID rates, 1) properties only tributary to the downstream proposed gravity sewer with a rate of \$60.28 per ¾” equivalent water meter size, and 2) properties tributary to the proposed lift station, force main, and gravity sewer rate of \$945.50 per ¾” equivalent water meter size as depicted in Exhibit A of the Ordinance.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Water and Sewer has already funded total project costs of \$5,766,008. Water and Sewer's portion of the project is \$440,924.47 for existing development within St. Michaels subdivision and \$466,008 to cover the project costs exceeding the maximum costs of LID 343795.
Additional Comments:	The Local Improvement District will enable the City to recover the costs of the regional lift station, force main, and gravity sewer from the undeveloped parcels that are benefiting from the sewer infrastructure.

Legal Issues:

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

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

Other issues and Considerations:

None

Strategic Focus Area:



Infrastructure and Mobility

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 20, 2024 (minimum of 28 days).

Attachments:

1. Ordinance No. 25, 2024 with Exhibit A & B
2. ORD 21, 2021-Final

CITY OF GREELEY, COLORADO
ORDINANCE NO. 25, 2024

**AN ORDINANCE MAKING ASSESSMENTS AGAINST THE LOTS AND LANDS INCLUDED WITHIN
LOCAL IMPROVEMENT DISTRICT NO. 343795 TO RECOVER THE APPROVED MAXIMUM
COSTS OF CONSTRUCTION FOR SANITARY SEWER INFRASTRUCTURE IN GREELEY,
COLORADO (ASHCROFT DRAW BASIN SANITARY SEWER INFRASTRUCTURE)**

WHEREAS, the City of Greeley, Colorado ("City") is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX, and Section 7 of Article X of the Colorado Constitution to, *inter alia*, levy assessments against real property within the City for municipal purposes, including, without limitation, for local improvements; and

WHEREAS, the Charter for the City of Greeley, Colorado further empowers the City to establish local improvement districts, for the purpose of, *inter alia*, constructing local improvements and assessing the costs thereof upon the property especially benefitted by such improvements; and

WHEREAS, Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code sets forth the particular authority and procedures by which the City may establish such local improvement districts; and

WHEREAS, the City adopted Ordinance No. 21, 2021 on July 20, 2021, to establish Local Improvement District No. 343795 for the construction of municipal sanitary sewer infrastructure improvements for the benefit of properties within the Ashcroft Draw Basin in Greeley ("Ashcroft Draw Basin Sanitary Sewer Infrastructure"); and

WHEREAS, the Chief Engineer of the Water and Sewer Department has presented a final report to the City Council on such construction and the costs incurred thereby, as required by Section 18-392 of the Greeley Municipal Code, a copy of which report is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the City Council has considered such final report and desires to assess the lots and lands included within Local Improvement District No. 343795 for the costs of the Ashcroft Draw Basin Sanitary Sewer Infrastructure described above.

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

Section 1. Finding of Construction Completion and Total Costs. The City Council hereby finds that construction of the Ashcroft Draw Basin Sanitary Sewer Infrastructure described above and more particularly described in Ordinance No. 21, 2021 has been completed, and that the total cost to be assessed against the lots and lands within Local Improvement District No. 343795 is \$5,300,000.00, of which \$4,875,000.00 is attributable to the Lift Station and Force Main portions of the project and \$425,000.00 is attributable to the Gravity Main portion of the project.

Section 2. Ashcroft Draw Basin Sanitary Sewer Infrastructure Capacity. The Lift Station and Force Main portions of the Ashcroft Draw Basin Sanitary Sewer Infrastructure have a maximum capacity of 5156 three-quarter inch (¾") tap equivalents. The Gravity Main portion of the Ashcroft Draw Basin Sanitary Sewer Infrastructure has a maximum capacity of 7051 three-quarter inch (¾") tap equivalents.

Section 3. City Portion of Ashcroft Draw Basin Sanitary Sewer Infrastructure Costs. The City shall be responsible for the portion of the total cost attributable to 466.34 three-quarter inch (¾") tap equivalents that will be served by the Ashcroft Draw Basin Sanitary Sewer Infrastructure, in the total amount of \$440,924.47.

Section 4. Manner of Property Assessments and Interest. The City Council hereby finds that the portion of such costs to be assessed shall be first allocated between two divisions of properties within Local Improvement District No. 343795 – those properties benefitted by the Lift Station, Force Main, and Gravity Main aspects of the overall project, and those properties benefitted only by the Gravity Main aspect of the project, as is shown on the map attached hereto as Exhibit A. Within such allocations, the costs, expenses, and interest shall then be assessed proportionally in accordance with the water tap size and ¾” tap equivalents as a surcharge against sanitary sewer taps requested on the lots and lands within Local Improvement District No. 343795. Assessments shall be due from the property owner at the time sanitary sewer plant investment fees are collected, and any unpaid portions of such assessments shall bear interest at a rate of 4.4 percent per annum, which rate was recommended by the Director of Finance and is reflective of the prevailing interest rates on local or special improvement district bonds to finance comparable improvements.

<u>Water Tap Size</u>	<u>¾” Tap Equivalents</u>
¾”	1
1”	1.67
1½”	3.33
2”	5.33
3”	10.67
4”	16.67
6”	33.33
8”	53.33

Section 5. Assessment of Costs. The following lots and lands, all of which were included within Local Improvement District No. 343795 pursuant to Ordinance No. 21, 2021, are hereby assessed as follows.

- Owner(s): Edward Rose Development Company, LLC
Mailing Address of Owner(s): P.O. Box 3015
Kalamazoo, MI 49003-3015
Address of LID Property: N/A
Weld County Parcel No.: 095921104001
Legal Description of LID Property:

LOT 1 29TH ST MULTI-FAMILY SUBDIVISION

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾” tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾” tap equivalent
- Owner(s): Edward Rose Development Company, LLC
Mailing Address of Owner(s): P.O. Box 3015
Kalamazoo, MI 49003-3015
Address of LID Property: N/A
Weld County Parcel No.: 095921104002
Legal Description of LID Property:

TRACT 1 29TH ST MULTI-FAMILY SUBDIVISION

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

3. Owner(s): Spirit Hospitality, LLC
Mailing Address of Owner(s): 4836 S. College Avenue
Fort Collins, CO 80525
Address of LID Property: N/A
Weld County Parcel No.: 095921281001
Legal Description of LID Property:

LOT 1 VILLAGE AT ST MICHAELS 3RD RPLT

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

4. Owner(s): Michael Lannon and Alexis Lannon
Mailing Address of Owner(s): 6714 W. 31st Street Road
Greeley, CO 80634
Address of LID Property: 6714 W. 31st Street Road
Greeley, CO 80634
Weld County Parcel No.: 095921282001
Legal Description of LID Property:

Lot 9A ST MICHAELS 4TH MINOR

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

5. Owner(s): Jeremy Hayden and Kristin Hayden
Mailing Address of Owner(s): 3105 67th Avenue Place
Greeley, CO 80634
Address of LID Property: 3105 67th Avenue Place
Greeley, CO 80634
Weld County Parcel No.: 095921232005
Legal Description of LID Property:

GR STM L5 BLK32 ST MICHAELS

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

6. Owner(s): Greeley Cobblestone Investments, LLC
Mailing Address of Owner(s): 430 N. College Avenue, Suite 410
Fort Collins, CO 80524-2674

Address of LID Property: N/A
Weld County Parcel No.: 095920000018
Legal Description of LID Property:

GR 17606-B PT NE4 & SE4 20 5 66 (HURST ANNEXATION) BEG NE COR NE4 S0D58'E 1274.46' TO TRUE POB TH CONT S ALG E LN SEC S0D58'E 1378.53' TO E4 COR SEC & AGAIN S0D59'E 1054' TH N62D02'W 873' N43D01'W 875' TH ACROSS ASHCROFT DRAW N40D30'E 35.21' TH N36D44'W 151.07' N45D26'W 235.41' N56D21'W 687.89' N18D52'W 180.13' N49D23'E 225.72' S44D29'E 236.53' N51D43'E 96.55' N32D39'E 372.53' S85D15'W 404.26' N56D59'W 46.95' TO N BANK GREELEY-LOVELAND IRRIGATION DITCH TH ALG SD N BANK N68D16'E 193.42' N83D37'E 230.14' N59D55'E 575.32' N86D02'E 508.51' S62D29'E 422.11' S77D46'E 238.34' TO POB AKA PARCEL B AMD SUB EXEMPT SE-162 (3.98R3D)

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

7. Owner(s): Greeley Cobblestone Investments, LLC
Mailing Address of Owner(s): 430 N. College Avenue, Suite 410
Fort Collins, CO 80524-2674
Address of LID Property: 7460 W. 28th Street
Greeley, CO 80634
Weld County Parcel No.: 095920000012
Legal Description of LID Property:

GR 17608 PT NE4 20 5 66 (BASTDOFBA ANNEX) COMM NE COR THENCE S0D58'E 2652.99' TO SE COR NE4 S0D59'E 1054' N62D03'W 873' N43D01'W 875' TO TRUE POB THENCE S89D47'W 1274.97' N01D18'W 1169.01' N88DE 449.08' N75D58'E 150.88' S56D59'E 61.11' N85D15'E 404.26' S32D39'W 372.53' S51D43'W 96.55' N44D29'W 236.53' S49D23'W 225.72' S18D52'E 180.13' S56D21'E 687.89' S45D26'E 235.41' S36D44'E 151.07' S40D30'W 35.21' TO TRUE POB AKA LOT A AMD SUB EXEMPT SE-162 (1D)

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

8. Owner(s): Gary W. Wiedeman
Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: N/A
Weld County Parcel No.: 095920400069
Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 1ST ANNEX) BEG E4 COR S01D21'E 1120.66' TO TRUE POB S01D21'E 107.03' S88D38'W 20' N01D21'W 184.88' S62D45'E 22.78' S01D21'E 66.94' TRUE POB

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

9. Owner(s): Gary W. Wiedeman

Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: N/A
Weld County Parcel No.: 095920400070
Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 2ND ANNEX) BEG E4 COR S01D21'E 1227.69' TO TRUE POB
S88D38'W 20' N01D21'W 184.88' N62D45'W 45.56' S01D21'E 226.68' N88D38'E 20' S01D21'E
336.05' N88D38'E 20' N01D21'W 336.05' N88D38'E 20' N01D21'W 20' TRUE POB

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

10. Owner(s): Gary W. Wiedeman
Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: N/A
Weld County Parcel No.: 095920400071
Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 3RD ANNEX) BEG E4 COR S01D21'E 1247.69' TO TRUE POB
S01D21'E 1078.16' S88D38'W 20' N01D21'W 722.11' S88D38'W 20' S01D21'E 722.11' S88D38'W
20' N01D21'W 1078.16' N88D38'E 20' S01D21'E 336.05' N88D38'E 20' N01D21'W 336.05' N88D38'E
20' TRUE POB

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

11. Owner(s): Gary W. Wiedeman
Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: N/A
Weld County Parcel No.: 095920400072
Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 4TH ANNEX) BEG E4 COR S01D21'E 2325.85' TO TRUE POB
S01D21'E 297.19' S89D36'W 812.69' N1973.87' S62D45'E 804.09' S01D21'E 1304.84' N88D38'E 20'
N01D21'W 772.11' N88D38'E 20' S01D21'E 722.11' N88D38'E 20' TRUE POB

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

12. Owner(s): Gary W. Wiedeman
Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: 7727 County Road 27
Greeley, CO 80634
Weld County Parcel No.: 095920400073

Legal Description of LID Property:

GR PT S2 20-5-66 (WIEDEMAN 5TH ANNEX) BEG E4 COR S01D21'E 2623.04' S89D36'W 812.69' TO TRUE POB S89D36'W 1798.35' S89D11'W 1440.74' N29D44'E 730.86' N23D40'E 95.64' S86D25'E 308.53' N29D19'E 306.47' S79D36'E 36.40' S73D0'E 146.25' N86D34'E 71.57' N54D52'E 111.32' N43D02'E 71.79' N36D06'E 288.57' N30D25'E 81.42' N22D57'E 44.85' N15D40'E 35' N0D46'E 705.36' N09D04'W 76.82' N18D44'W 314.19' N14D14'W 134.48' N89D18'E 1292.17' S43D12'E 875' S1973.87' TRUE POB

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

13. Owner(s): Lundvall, LLC
Mailing Address of Owner(s): 2201 95th Avenue
Greeley, CO 80634-9069
Address of LID Property: N/A
Weld County Parcel No.: 095920000064
Legal Description of LID Property:

17607-A PT S2 20 5 66 LYING NLY & WLY OF C/L OF LOVELAND & GREELEY CANAL ALSO BEG AT SW COR SEC N65D19'E 1795.15' TO WLY LN OF LOVELAND & GREELEY CANAL & TRUE POB N29D46'E 210.36' N42D21'E 131.83' N71D05'E 79.38' S80D26'E 251.07' S30D08'W 336.1' N85D36'W 348.24' TO BEG (2.69R 5D)

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

14. Owner(s): Suncor Energy (USA) Pipeline Company
Mailing Address of Owner(s): c/o Right of Way/Claims
717 17th Street, Floor 29
Denver, CO 80202-3330
Address of LID Property: N/A
Weld County Parcel No.: 095919000008
Legal Description of LID Property:

17605-B PT SE4 19 5 66 BEG N0D29'E 30 & N88D47'W 30' OF SE COR SE4 N88D47'W 295.17' N45D51'E 414.78 S0D29'W 295.29' TO POB (1A M/L) EXC UPRR RES

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

15. Owner(s): Cynthia Dean Chismar 2012 Irrevocable
Trust; Dylan Alexander Chismar 2012 Irrevocable Trust; Alexis
Carol Chismar 2012 Irrevocable Trust
Mailing Address of Owner(s): 8310 Wellington Boulevard
Wellington, CO 80549-2191
Address of LID Property: N/A
Weld County Parcel No.: 095919000049

Legal Description of LID Property:

GR 17605-E S2 19 5 66 (LUNDVALL ANNEXATION) EXC E265' W2SW4 ALSO EXC BEG N0D29'E 30' & N88D47'W 30' OF SE COR SE4 N88D47'W 295.17' N45D51'E 414.78' S0D29'W 295.29' TO POB (8R)

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

16. Owner(s): Public Service Company of Colorado
Mailing Address of Owner(s): Tax Service Department
P.O. Box 1979
Denver, CO 80201-1979
Address of LID Property: N/A
Weld County Parcel No.: 095919000007
Legal Description of LID Property:

17605D E265' W2 19 5 66 EXC UPRR RES

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

17. Owner(s): Public Service Company of Colorado
Mailing Address of Owner(s): Tax Service Department
P.O. Box 1979
Denver, CO 80201-1979
Address of LID Property: N/A
Weld County Parcel No.: 095919000014
Legal Description of LID Property:

17605C S75' OF NE4 19 5 66 EXC UPRR RES

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

18. Owner(s): Dale L. Boehner
Mailing Address of Owner(s): 3207 83rd Avenue
Greeley, CO 80634-9041
Address of LID Property: 3207 83rd Avenue
Greeley, CO 80634-9041
Weld County Parcel No.: 095919000068
Legal Description of LID Property:

GR PT NE4 19-5-66 (LUNDVALL ANNEX) LOT A REC EXEMPT RE-1540 EXC UPRR RES (.25R)

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

19. Owner(s): Lundvall, LLC
Mailing Address of Owner(s): 2201 95th Avenue
Greeley, CO 80634-9069
Address of LID Property: N/A
Weld County Parcel No.: 095919000069
Legal Description of LID Property:

GR PT NE4 19-5-66 (LUNDVALL ANNEX) LOT B REC EXEMPT RE-1540 EXC UPRR RES
(1.14R)

Southern portion of LID Property, as shown on Exhibit A:
Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

Northern portion of LID Property, as shown on Exhibit A:
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent
20. Owner(s): Nicholas J. Noce and Julianne Noce
Mailing Address of Owner(s): 2815 83rd Avenue
Greeley, CO 80634-9009
Address of LID Property: 2815 83rd Avenue
Greeley, CO 80634-9009
Weld County Parcel No.: 095919000066
Legal Description of LID Property:

GR PT NE4 19-5-66 LOT A (WEST RIDGE AREA ANNEX) REC EXEMPT RE-867 EXC UPRR
RES (.38R)

Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent
21. Owner(s): Loren L. Johnson and Dorothy A. Johnson
Mailing Address of Owner(s): 8200 W. 28th Street
Greeley, CO 80634-9679
Address of LID Property: N/A
Weld County Parcel No.: 095920000067
Legal Description of LID Property:

GR PT W2NW4 20-5-66 (WEST RIDGE AREA ANNEX) PT LOT A AMENDED REC EXEMPT
AM-RE-800 DESC AS BEG NW4 COR THN N89D47'E 319.60' S300' S89D47'W 317.42' N0D11'E
299.99' TO POB (.41R)

Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent
22. Owner(s): Loren L. Johnson and Dorothy A. Johnson
Mailing Address of Owner(s): 8200 W. 28th Street
Greeley, CO 80634-9679
Address of LID Property: 8200 W. 28th Street

Weld County Parcel No.: Greeley, CO 80634-9679
095920000065
Legal Description of LID Property:

GR PT W2NW4 20-5-66 PT LOT A (WEST RIDGE AREA ANNEX) AMENDED REC EXEMPT AM-RE-800 DESC AS BEG NW COR SEC THN N89D47'E 319.60' TO TRUE POB THN CONT N89D47'E 293.33' S0D13'W 300' S89D47'W 293.33' N300' TO TRUE POB AKA LOT A RE-800 (.2R)

Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

23. Owner(s): Herbies Homes
Mailing Address of Owner(s): 2563 W. 28th Street
Greeley, CO 80634-8043
Address of LID Property: N/A
Weld County Parcel No.: 095920000068
Legal Description of LID Property:

GR PT W2NW4 20-5-66 (BASTDOFBA ANNEX) PT LOT B AMENDED REC EXEMPT AM-RE-800 DESC AS LOT B EXC BEG NW4 COR S30'N89'46'W 30' TO TRUE POB CONT N89'46'E 291 M/L THN S270' S89'46'W 291' M/L N270' TO TRUE POB (2.41R)

Southern portion of LID Property, as shown on Exhibit A:

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

Northern portion of LID Property, as shown on Exhibit A:

Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

24. Owner(s): Jerald L. Stugart
Mailing Address of Owner(s): 7700 W. 28th Street
Greeley, CO 80634-9678
Address of LID Property: 7700 W. 28th Street
Greeley, CO 80634-9678
Weld County Parcel No.: 095920000061
Legal Description of LID Property:

GR 17609 E2NW4 20 5 66 (BASTDOFBA ANNEX) (2D 1R)

Southern portion of LID Property, as shown on Exhibit A:

Lift Station and Force Main Improvements Assessment: \$945.50 per ¾" tap equivalent
Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

Northern portion of LID Property, as shown on Exhibit A:

Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

25. Owner(s): David C. Funderburk and Rebecca A. Funderburk
Mailing Address of Owner(s): 7520 W. 28th Street

Address of LID Property: Greeley, CO 80634-9678
7520 W. 28th Street
Greeley, CO 80634-9678
Weld County Parcel No.: 095920000037
Legal Description of LID Property:

GR 17606-A PT NW4NE4 20 5 66 (BASTDOFBA ANNEX) BEG AT PT 30'S OF N4 COR N89D47'E 1295' S55D25'W 350' S35D58'W 273.18' S89D47'W 844.65' TO PT ON W LINE NW4NE4 N1D17'W 423.60' (10.41A M/L) (.25R)

Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

26. Owner(s): David C. Funderburk and Rebecca A. Funderburk
Mailing Address of Owner(s): 7520 W. 28th Street
Greeley, CO 80634-9678
Address of LID Property: N/A
Weld County Parcel No.: 095920000058
Legal Description of LID Property:

GR PT NE4 20-5-66 (BASTDOFBA ANNEX) LOT A REC EXEMPT RE-376

Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

27. Owner(s): Linnea S. Dollard and Robert G. Dollard
Mailing Address of Owner(s): 7440 W. 28th Street
Greeley, CO 80634-9652
Address of LID Property: 7440 W. 28th Street
Greeley, CO 80634-9652
Weld County Parcel No.: 095920000052
Legal Description of LID Property:

GR 17606-C PT NE4 20 5 66 (BASTDOFBA ANNEX) BEG S01D18'E 1119.98' FROM NW COR OF NE4 THENCE S01D18'E 364.24' N88D0'E 449.08' N75D58'E 150.88' N08D26'E 317.88' S89D47'W 650.11' TO BEG (5A M/L)

Gravity Main Improvements Assessment: \$60.28 per ¾" tap equivalent

28. Owner(s): Greeley Cobblestone Investments, LLC
Mailing Address of Owner(s): 430 N. College Avenue, Suite 410
Fort Collins, CO 80524-2674
Address of LID Property: 7220 W. 28th Street
Greeley, CO 80634
Weld County Parcel No.: 095920100003
Legal Description of LID Property:

PT NE4 20 5 66 COMM NE COR S00D58E 197.56 N90D00W 1074.06 TO POB THENCE ALNG CURVE R 241.24 (R=1146 CH=N77D24W) N73D58W 147.90 S55D24W 225.60 S33D58W 273.18 S28D58W 136.89 N90D00E 677.82 N79D07E 106.37 N00D00E 360.87 TO POB

Gravity Main Improvements Assessment:

\$60.28 per ¾" tap equivalent

29. Owner(s): Greeley Cobblestone Investments, LLC
Mailing Address of Owner(s): 430 N. College Avenue, Suite 410
Fort Collins, CO 80524-2674
Address of LID Property: N/A
Weld County Parcel No.: 095920100004
Legal Description of LID Property:

PT NE4 20-5-66 (HURST ANNEXATION) BEG NE COR SEC S0D58'E 250' TPOB S0D58'E 1024.46' TO POINT ON N BANK GREELEY-LOVELAND IRRIGATION DITCH N77D46'W 238.34' N62D29'W 422.11' S86D02'W 508.51' S59D55'W 575.32' S83D37'W 230.14' S68D16'W 193.42' N56D59'W 14.16' N08D26'E 797.61' N28D58'E 221.62' N33D58'E 273.18' N55D24'E 25.60' S73D58'E 147.90' CURVE TO LEFT (R=1146' CHORD S79D51'E) N89D51'E 390.80' S85D28'E 588.10' TPOB EXC COMM NE COR S00D58'E 197.56 N90D00'W 1074.06 TO POB THENCE ALNG CURVE R 241.24 (R=1146 CH=N77D24'W) N73D58'W 147.90 S55D24'W 225.60 S33D58'W 273.18 S28D58'W 136.89 N90D00'E 677.82 N79D07'E 106.37 N00D00'E 360.87 TO POB

Gravity Main Improvements Assessment:

\$60.28 per ¾" tap equivalent

30. Owner(s): University of Colorado Health
Mailing Address of Owner(s): 12401 East 17th Avenue, MS A037
Aurora, CO 80045
Address of LID Property: N/A
Weld County Parcel No.: 095921253001
Legal Description of LID Property:

GR STM1R TRACT 1 ST MICHAELS 1ST RPLT

Gravity Main Improvements Assessment:

\$60.28 per ¾" tap equivalent

Section 6. Properties within Local Improvement District No. 343795 shall remain subject to all other requirements of the Greeley Municipal Code regarding City sanitary sewer service, including, without limitation, the requirement to construct additional sanitary sewer line extensions, if necessary, to facilitate connection to the Ashcroft Basin Sanitary Sewer Infrastructure, and the requirement to pay sanitary sewer plant investment fees.

Section 7. City staff is hereby authorized and directed to take all action required by the Title 18, Chapter 6 (Local Improvement Districts) of Greeley Municipal Code and such action as may otherwise be necessary and appropriate to administer and collect the assessments made by this ordinance, including, without limitation, recording this ordinance with the Weld County Clerk and Recorder.

Section 8. This ordinance shall take effect on the fifth (5th) day following its final publication, as set forth in Section 3-16 of the Greeley City Charter.

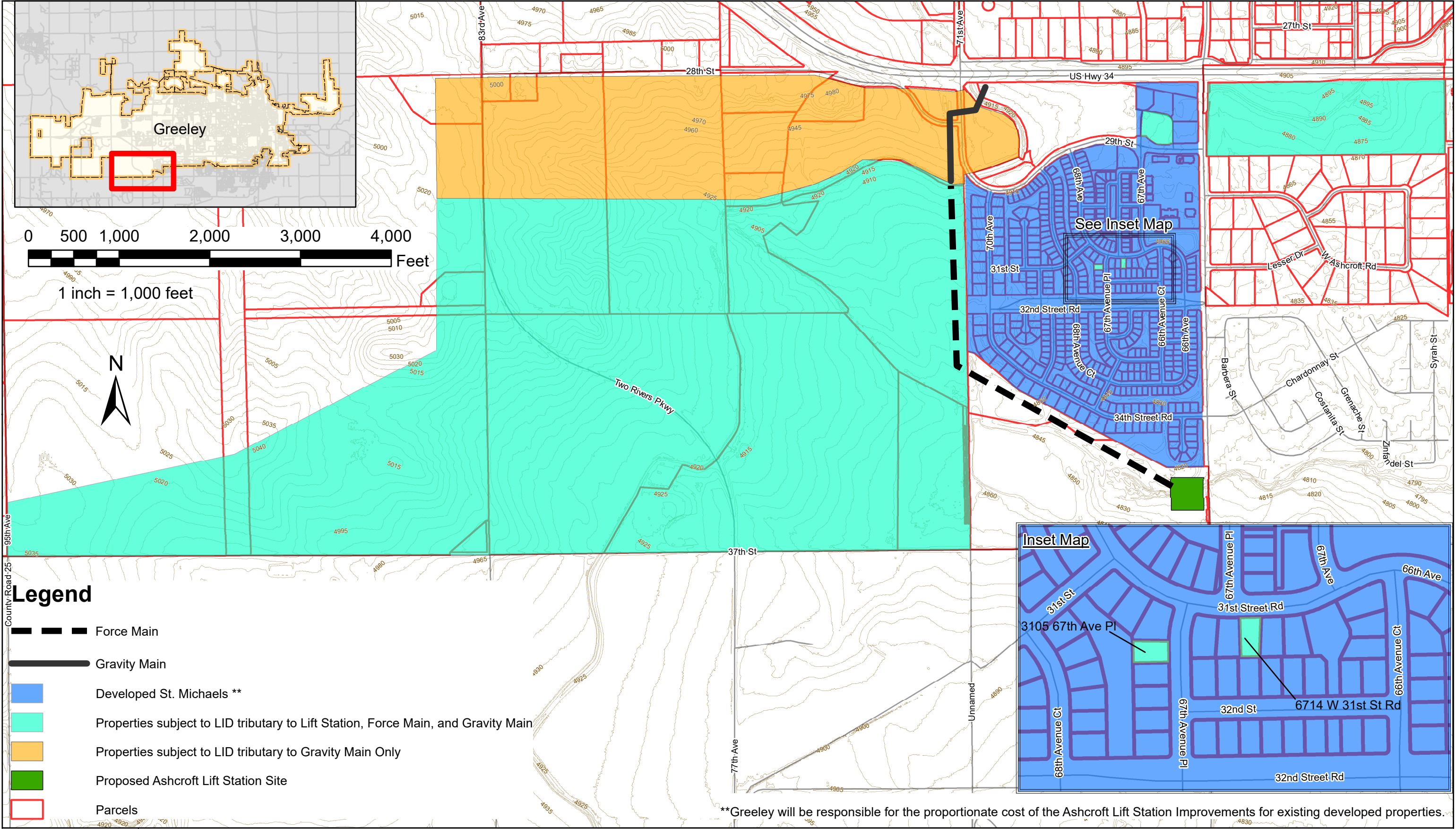
PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 20th DAY OF AUGUST 2024.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

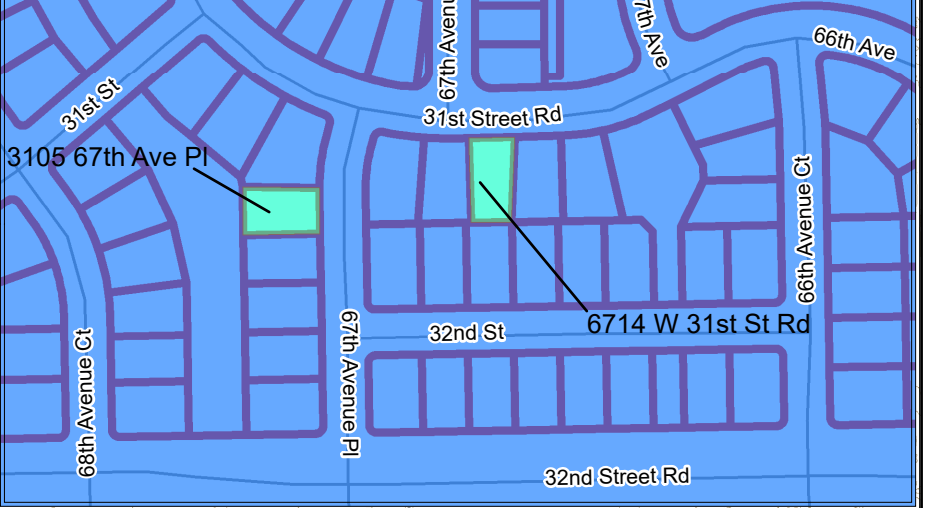
By: _____
Mayor



Legend

- Force Main
- Gravity Main
- Developed St. Michaels **
- Properties subject to LID tributary to Lift Station, Force Main, and Gravity Main
- Properties subject to LID tributary to Gravity Main Only
- Proposed Ashcroft Lift Station Site
- Parcels

Inset Map



**Greeley will be responsible for the proportionate cost of the Ashcroft Lift Station Improvements for existing developed properties.



Exhibit A - Local Improvement District 343795 - Ashcroft Draw Basin

Coordinate System: NAD 1983 HARN StatePlane Colorado North FIPS 0501 Feet
Units: Foot US

Date: 4/27/2021
Reference Scale: 1:12,000

Summary of Costs for Ashcroft Draw LID

The Ashcroft Draw Local Improvement District (LID) project is divided into two components. The *Gravity Main* and the *Lift Station and Force Main*. Costs are tracked separately as the LID assigns costs based on whether a customer is benefiting from the *Gravity Main* only or also from the *Lift Station and Force Main*.

Whiting and Turner were awarded the construction manager at risk (CMAR) contract for construction of both the *Gravity Main* and *Lift Station and Force Main*. Guaranteed Maximum Price (GMP) Contract #1 was for the bore under the Greeley and Loveland Irrigation Canal needed for the *Lift Station and Force Main*. To control costs and take advantage of efficiencies the city used one contract, Guaranteed Maximum Price (GMP) Contract #2 with Whiting Turner for the *Gravity Main* and the remainder of the *Lift Station and Force Main* construction. Total costs for both GMPs with Whiting Turner were split as \$396,925.70 towards the *Gravity Main* and \$4,223,845.22 towards the *Lift Station and Force Main*.

Utility Services expenditures were incurred to cover the diversion of wastewater to the City of Evans collection system during construction of the Lift Station and Force Main. The split of costs between the two project components in the GMPs was 8% for the *Gravity Main* and 92% for the *Lift Station and Force Main*. This split then determines the proportion of shared costs from the other accounts attributable to each project component. The construction line item was additional modifications to the lift station for additional grading, electrical, and SCADA systems. A table of expenditures follows:

	Gravity Main	Lift Station and Force Main
Whiting and Turner (CMAR)	\$396,925.70	\$4,223,845.22
Construction		\$215,667
Contingency	\$244.48	\$2,811.52
Land/Building Cost/Demolition	\$26,688.15	\$306,913.67
Miscellaneous	\$0	\$2.38
Permits, Fees, and Temp. Easements	\$1,794.02	\$20,631.22
Professional Services (Design)	\$34,393.24	\$395,522.29
Project Management (Labor)	\$8,207.08	\$94,381.48
Utility Services	\$0	\$37,984.36
Total	\$468,252.67	\$5,297,758.78

**CITY OF GREELEY, COLORADO
ORDINANCE 21, 2021**

**AN ORDINANCE ESTABLISHING LOCAL IMPROVEMENT DISTRICT NO. 343795
FOR THE CONSTRUCTION OF SANITARY SEWER INFRASTRUCTURE IN GREELEY, COLORADO;
DETERMINATION OF LOTS AND LANDS TO BE INCLUDED WITHIN LOCAL IMPROVEMENT DISTRICT
343795; SETTING FORTH THE MAXIMUM COSTS OF CONSTRUCTION; AND SETTING FORTH THE
PROPERTY TO BE INCLUDED AND NAMES OF THE APPARENT OWNERS OF PROPERTY TO BE
INCLUDED (ASHCROFT DRAW BASIN SANITARY SEWER INFRASTRUCTURE)**

WHEREAS, the City of Greeley, Colorado ("City") is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX, and Section 7 of Article X of the Colorado Constitution to, *inter alia*, levy assessments against real property within the City for municipal purposes, including, without limitation, for local improvements; and

WHEREAS, the Charter for the City of Greeley, Colorado further empowers the City to establish local improvement districts, for the purpose of, *inter alia*, constructing local improvements and assessing the costs thereof upon the property especially benefitted by such improvements; and

WHEREAS, Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code sets forth the particular authority and procedures by which the City may establish such local improvement districts; and

WHEREAS, the Ashcroft Draw Basin is a geographic area, a portion of which is located generally south of U.S. Highway 34, north of 37th Street, and east of 95th Avenue in southwest Greeley; and

WHEREAS, the City anticipates continued development within the Ashcroft Draw Basin and has accordingly identified the need for additional sanitary sewer infrastructure in this area; and

WHEREAS, the City Council desires, on its own initiative, to establish a local improvement district for the construction of municipal sanitary sewer infrastructure for the benefit of undeveloped properties without sanitary sewer service located within the Ashcroft Draw Basin in Greeley;

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

Section 1. Establishment of Local Improvement District 343795. Pursuant to the authority set forth in Section 18-379(d) of the Greeley Municipal Code, the City Council hereby orders the creation of a local improvement district for the construction of sanitary sewer infrastructure to the benefit of undeveloped properties within the Ashcroft Draw Basin in Greeley, Colorado ("Ashcroft Draw Basin Sanitary Sewer Infrastructure"). The local improvement district shall be assigned number 343795 and contain the lots and lands set forth in Section 7 below. The anticipated location of the Ashcroft Draw Basin Sanitary Sewer Infrastructure, and the currently undeveloped lots and lands to be included within Local Improvement District No. 343795, are shown on the map attached hereto as Exhibit A.

Section 2. Anticipated Infrastructure Capacity. The Lift Station and Force Main aspects of the Ashcroft Draw Basin Sanitary Sewer Infrastructure are anticipated to have a maximum capacity of 5156 three-quarter inch ($\frac{3}{4}$ ") tap equivalents. The Gravity Main aspect of the Ashcroft Draw Basin Sanitary Sewer Infrastructure is anticipated to have a maximum capacity of 7051 three-quarter inch ($\frac{3}{4}$ ") tap equivalents.

Section 3. Estimation and Description of Maximum Costs. The total maximum cost of construction and incidental expenses for the Ashcroft Draw Basin Sanitary Sewer Infrastructure is estimated at this time to be \$5,300,000.00. Incidental expenses may include those expenses associated with design, inspection, engineering, advertising, abstracting, publishing, postage, collections, and other similar expenses attributable to the construction of the Ashcroft Draw Basin Sanitary Sewer Infrastructure and the establishment of Local Improvement District 343795. Of the total estimated maximum cost, \$4,875,000.00 is attributable to the Lift Station and Force Main aspects of the project, and \$425,000.00 is attributable to the Gravity Main. This total estimated maximum cost includes expenses for which the City will be responsible, as described in Section 4.

Section 4. City Portion of Infrastructure Costs. Of the total estimated maximum cost set forth in Section 3, the City will be responsible for the construction and incidental expenses attributable to the 466.34 three-quarter inch ($\frac{3}{4}$ ") tap equivalents existing and associated with developed properties within the City of Greeley that will be served by the Ashcroft Draw Basin Sanitary Sewer Infrastructure.

Section 5. Assessments against Local Improvement District 343795 Properties. The final determination of assessments to be made against the lots and lands included in Local Improvement District 343795 shall be established by an ordinance adopted after completion of the Ashcroft Draw Basin Sanitary Sewer Infrastructure improvements described herein, and such assessments shall be based upon the costs of construction, incidental expenses, and a fair market rate of projected interest to be recommended by the Director of Finance and set forth in the assessment ordinance at the time it is adopted. Interest shall accrue on each assessment from the date of the City's final payment on construction costs until the assessment is paid in full. The portion of the total maximum cost of construction and incidental expenses for the Ashcroft Draw Basin Sanitary Sewer Infrastructure to be assessed against the lots and lands described in Section 7 below, and interest accrued thereon, shall be first allocated between two divisions of undeveloped properties within Local Improvement District 343795 – those properties benefitted by the Lift Station, Force Main, and Gravity Main aspects of the overall project, and those properties benefitted only by the Gravity Main aspect of the project, as is shown on the map attached hereto as Exhibit A. Within such allocations, the costs, expenses, and interest shall then be assessed proportionally in accordance with the water tap size and $\frac{3}{4}$ " tap equivalents against sanitary sewer taps requested on the lots and lands within Local Improvement District 343795. Assessments shall be due from the property owner at the time sanitary sewer plant investment fees are collected, and payable in accordance with the terms set forth in the assessment ordinance.

Water Tap Size	$\frac{3}{4}$ " Tap Equivalents
$\frac{3}{4}$ "	1
1"	1.67
1½"	3.33
2"	5.33
3"	10.67
4"	16.67
6"	33.33
8"	53.33

Section 6. City of Greeley staff shall perform construction of the Ashcroft Draw Basin Sanitary Sewer Infrastructure, or authorize it to be done, within a reasonable time after passage of this ordinance.

Section 7. Lots and Lands to be Included in Local Improvement District 343795; Owners. The lots and lands that shall be included within Local Improvement District 343795, the street addresses (if applicable) and legal descriptions of such lots and lands, and the current record owners of such lots and lands, according to the records of the Weld County Clerk and Recorder's Office, are as follows.

- Owner(s): Edward Rose Development Co., LLC
Mailing Address of Owner(s): 38525 Woodward Avenue
Bloomfield Hills, MI 48304-5011
Address of LID Property: 6070 Hwy 34 Bypass
Greeley, CO 80634
Weld County Parcel No.: 095921100005
Legal Description of LID Property:

PT NE4 21-5-66 EXC BEG AT A PT ON E LINE OF SEC 21 WHICH NE COR BEARS N0D08'E 170' TH N89D55'W 1173.70' S84D22'W 201' N89D55'W 1246.80' S0D18'E 276.90' S16D17'W 65.50' S83D42'W 31.30' N0D18'W 530' S89D55'E 2671.90' S0D08'W 170' TO BEG ALSO EXC ASHTON ESTATES SUB ALSO EXC COMM N4 COR S00D47E 1002.59 N89D23E 30 TO POB N00D47W 432.44 THENCE ALNG CURVE R 44.98 (R=376.50 CH=N02D37E) N15D47E 60.65 N00D47W 18.06 THENCE ALNG CURVE R 53.98 (R=376.5 CH=N22D04E) S07D13W 99.09 S02D08W 234.92 THENCE ALNG CURVE L 100.36 (R=1952 CH=S00D40W) THENCE ALNG CURVE R 21.87 (R=111 CH=S04D51W) THENCE ALNG CURVE L 18.72 (R=95 CH=S04D51W) S00D47E 129.83 S89D23W 8.5 TO POB ALSO EXC COMM N4 COR S00D47E 530 N89D12E 31.30 N15D47E 65.50 N00D47W 148.86 TO POB N00D47W 128.04 N89D34E 28.70 THENCE ALNG CURVE L 30.62 (R=69 CH=S12D01W) S00D47E 69.55 THENCE ALNG CURVE L 35.91 (R=436.5 CH=S36D48W) TO POB

2. Owner(s): Spirit Hospitality, LLC
Mailing Address of Owner(s): 4836 S. College Avenue
Fort Collins, CO 80525
Address of LID Property: N/A
Weld County Parcel No.: 095921281001
Legal Description of LID Property:

LOT 1 VILLAGE AT ST MICHAELS 3RD RPLT

3. Owner(s): Lotts, LLC
Mailing Address of Owner(s): c/o Boomerang Self Storage, LLC
7025 W. 8th Street
Greeley, CO 80634-1214
Address of LID Property: 6714 W. 31st Street Road
Greeley, CO 80634
Weld County Parcel No.: 095921282001
Legal Description of LID Property:

Lot 9A ST MICHAELS 4TH MINOR

4. Owner(s): Park Place Homes, LLC
Mailing Address of Owner(s): c/o Boomerang Self Storage, LLC
7025 W. 8th Street
Greeley, CO 80634-1214
Address of LID Property: 3105 67th Avenue Place
Greeley, CO 80634
Weld County Parcel No.: 095921232005
Legal Description of LID Property:

GR STM L5 BLK32 ST MICHAELS

5. Owner(s): Greeley Commons Investments, LLC
Mailing Address of Owner(s): 5189 Copper Blush Court
Castle Rock, CO 80108-8063
Address of LID Property: N/A
Weld County Parcel No.: 095920000018
Legal Description of LID Property:

GR 17606-B PT NE4 & SE4 20 5 66 (HURST ANNEXATION) BEG NE COR NE4 S0D58'E 1274.46' TO TRUE POB TH CONT S ALG E LN SEC S0D58'E 1378.53' TO E4 COR SEC & AGAIN S0D59'E 1054' TH N62D02'W 873' N43D01'W 875' TH ACROSS ASHCROFT DRAW N40D30'E 35.21' TH N36D44'W 151.07' N45D26'W 235.41' N56D21'W 687.89' N18D52'W 180.13' N49D23'E 225.72' S44D29'E 236.53' N51D43'E 96.55' N32D39'E 372.53' S85D15'W 404.26' N56D59'W 46.95' TO N BANK GREELEY-LOVELAND IRRIGATION DITCH TH ALG SD N BANK N68D16'E 193.42' N83D37'E 230.14' N59D55'E 575.32' N86D02'E 508.51' S62D29'E 422.11' S77D46'E 238.34' TO POB AKA PARCEL B AMD SUB EXEMPT SE-162 (3.98R3D)

6. Owner(s): Greeley Commons Investments, LLC

Mailing Address of Owner(s): 5189 Copper Blush Court
Castle Rock, CO 80108-8063
Address of LID Property: N/A
Weld County Parcel No.: 095920000012
Legal Description of LID Property:

GR 17608 PT NE4 20 5 66 (BASTDOFBA ANNEX) COMM NE COR THENCE S0D58'E 2652.99' TO SE COR NE4 S0D59'E 1054' N62D03'W 873' N43D01'W 875' TO TRUE POB THENCE S89D47'W 1274.97' N01D18'W 1169.01' N88DE 449.08' N75D58'E 150.88' S56D59'E 61.11' N85D15'E 404.26' S32D39'W 372.53' S51D43'W 96.55' N44D29'W 236.53' S49D23'W 225.72' S18D52'E 180.13' S56D21'E 687.89' S45D26'E 235.41' S36D44'E 151.07' S40D30'W 35.21' TO TRUE POB AKA LOT A AMD SUB EXEMPT SE-162 (1D)

7. Owner(s): Gary W. Wiedeman
Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: N/A
Weld County Parcel No.: 095920400069
Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 1ST ANNEX) BEG E4 COR S01D21'E 1120.66' TO TRUE POB S01D21'E 107.03' S88D38'W 20' N01D21'W 184.88' S62D45'E 22.78' S01D21'E 66.94' TRUE POB

8. Owner(s): Gary W. Wiedeman
Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: N/A
Weld County Parcel No.: 095920400070
Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 2ND ANNEX) BEG E4 COR S01D21'E 1227.69' TO TRUE POB S88D38'W 20' N01D21'W 184.88' N62D45'W 45.56' S01D21'E 226.68' N88D38'E 20' S01D21'E 336.05' N88D38'E 20' N01D21'W 336.05' N88D38'E 20' N01D21'W 20' TRUE POB

9. Owner(s): Gary W. Wiedeman
Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: N/A
Weld County Parcel No.: 095920400071
Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 3RD ANNEX) BEG E4 COR S01D21'E 1247.69' TO TRUE POB S01D21'E 1078.16' S88D38'W 20' N01D21'W 722.11' S88D38'W 20' S01D21'E 722.11' S88D38'W 20' N01D21'W 1078.16' N88D38'E 20' S01D21'E 336.05' N88D38'E 20' N01D21'W 336.05' N88D38'E 20' TRUE POB

10. Owner(s): Gary W. Wiedeman
Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: N/A
Weld County Parcel No.: 095920400072
Legal Description of LID Property:

GR PT SE4 20-5-66 (WIEDEMAN 4TH ANNEX) BEG E4 COR S01D21'E 2325.85' TO TRUE POB
S01D21'E 297.19' S89D36'W 812.69' N1973.87' S62D45'E 804.09' S01D21'E 1304.84'
N88D38'E 20' N01D21'W 772.11' N88D38'E 20' S01D21'E 722.11' N88D38'E 20' TRUE POB
11. Owner(s): Gary W. Wiedeman
Mailing Address of Owner(s): 5880 49th Street
Greeley, CO 80634-9643
Address of LID Property: 7727 County Road 27
Greeley, CO 80634
Weld County Parcel No.: 095920400073
Legal Description of LID Property:

GR PT S2 20-5-66 (WIEDEMAN 5TH ANNEX) BEG E4 COR S01D21'E 2623.04' S89D36'W
812.69' TO TRUE POB S89D36'W 1798.35' S89D11'W 1440.74' N29D44'E 730.86' N23D40'E
95.64' S86D25'E 308.53' N29D19'E 306.47' S79D36'E 36.40' S73D0'E 146.25' N86D34'E 71.57'
N54D52'E 111.32' N43D02'E 71.79' N36D06'E 288.57' N30D25'E 81.42' N22D57'E 44.85'
N15D40'E 35' N0D46'E 705.36' N09D04'W 76.82' N18D44'W 314.19' N14D14'W 134.48'
N89D18'E 1292.17' S43D12'E 875' S1973.87' TRUE POB
12. Owner(s): Lundvall, LLC
Mailing Address of Owner(s): 2015 Clubhouse Drive, Suite 101
Greeley, CO 80634-3644
Address of LID Property: N/A
Weld County Parcel No.: 095920000064
Legal Description of LID Property:

17607-A PT S2 20 5 66 LYING NLY & WLY OF C/L OF LOVELAND & GREELEY CANAL ALSO
BEG AT SW COR SEC N65D19'E 1795.15' TO WLY LN OF LOVELAND & GREELEY CANAL
& TRUE POB N29D46'E 210.36' N42D21'E 131.83' N71D05'E 79.38' S80D26'E 251.07'
S30D08'W 336.1' N85D36'W 348.24' TO BEG (2.69R 5D)
13. Owner(s): Suncor Energy (USA) Pipeline Company
Mailing Address of Owner(s): c/o Right of Way/Claims
717 17th Street, Floor 29
Denver, CO 80202-3330
Address of LID Property: N/A
Weld County Parcel No.: 095919000008
Legal Description of LID Property:

17605-B PT SE4 19 5 66 BEG N0D29'E 30 & N88D47'W 30' OF SE COR SE4 N88D47'W 295.17'
N45D51'E 414.78 S0D29'W 295.29' TO POB (1A M/L) EXC UPRR RES

14. Owner(s): Cynthia Dean Chismar 2012 Irrevocable Trust; Dylan Alexander Chismar 2012 Irrevocable Trust; Alexis Carol Chismar 2012 Irrevocable Trust
Mailing Address of Owner(s): 3051 Taliesin Way
Fort Collins, CO 80524-9383
Address of LID Property: N/A
Weld County Parcel No.: 095919000049
Legal Description of LID Property:

GR 17605-E S2 19 5 66 (LUNDVALL ANNEXATION) EXC E265' W2SW4 ALSO EXC BEG N0D29'E 30' & N88D47'W 30' OF SE COR SE4 N88D47'W 295.17' N45D51'E 414.78' S0D29'W 295.29' TO POB (8R)
15. Owner(s): Public Service Company of Colorado
Mailing Address of Owner(s): Tax Service Department
P.O. Box 1979
Denver, CO 80201-1979
Address of LID Property: N/A
Weld County Parcel No.: 095919000007
Legal Description of LID Property:

17605D E265' W2 19 5 66 EXC UPRR RES
16. Owner(s): Public Service Company of Colorado
Mailing Address of Owner(s): Tax Service Department
P.O. Box 1979
Denver, CO 80201-1979
Address of LID Property: N/A
Weld County Parcel No.: 095919000014
Legal Description of LID Property:

17605C S75' OF NE4 19 5 66 EXC UPRR RES
17. Owner(s): Dale L. Boehner
Mailing Address of Owner(s): 3207 83rd Avenue
Greeley, CO 80634-9041
Address of LID Property: 3207 County Road 27
Greeley, Colorado 80634
Weld County Parcel No.: 095919000068
Legal Description of LID Property:

GR PT NE4 19-5-66 (LUNDVALL ANNEX) LOT A REC EXEMPT RE-1540 EXC UPRR RES (.25R)
18. Owner(s): Lundvall, LLC
Mailing Address of Owner(s): 2015 Clubhouse Drive, Suite 101
Greeley, CO 80634-3644
Address of LID Property: N/A

Weld County Parcel No.: 095919000069
Legal Description of LID Property:

GR PT NE4 19-5-66 (LUNDVALL ANNEX) LOT B REC EXEMPT RE-1540 EXC UPRR RES (1.14R)

19. Owner(s): Nicholas J. Noce and Julianne Noce
Mailing Address of Owner(s): 2815 83rd Avenue
Greeley, CO 80634-9009
Address of LID Property: 2815 83rd Avenue
Greeley, CO 80634-9009
Weld County Parcel No.: 095919000066
Legal Description of LID Property:

GR PT NE4 19-5-66 LOT A (WEST RIDGE AREA ANNEX) REC EXEMPT RE-867 EXC UPRR RES (.38R)

20. Owner(s): Loren L. Johnson and Dorothy A. Johnson
Mailing Address of Owner(s): 8200 W. 28th Street
Greeley, CO 80634-9679
Address of LID Property: N/A
Weld County Parcel No.: 095920000067
Legal Description of LID Property:

GR PT W2NW4 20-5-66 (WEST RIDGE AREA ANNEX) PT LOT A AMENDED REC EXEMPT AM-RE-800 DESC AS BEG NW4 COR THN N89D47'E 319.60' S300' S89D47'W 317.42' N0D11'E 299.99' TO POB (.41R)

21. Owner(s): Loren L. Johnson and Dorothy A. Johnson
Mailing Address of Owner(s): 8200 W. 28th Street
Greeley, CO 80634-9679
Address of LID Property: 8200 W. 28th Street
Greeley, CO 80634-9679
Weld County Parcel No.: 095920000065
Legal Description of LID Property:

GR PT W2NW4 20-5-66 PT LOT A (WEST RIDGE AREA ANNEX) AMENDED REC EXEMPT AM-RE-800 DESC AS BEG NW COR SEC THN N89D47'E 319.60' TO TRUE POB THN CONT N89D47'E 293.33' S0D13'W 300' S89D47'W 293.33' N300' TO TRUE POB AKA LOT A RE-800 (.2R)

22. Owner(s): Herbies Homes
Mailing Address of Owner(s): 2563 W. 28th Street
Greeley, CO 80634-8043
Address of LID Property: N/A
Weld County Parcel No.: 095920000068
Legal Description of LID Property:

GR PT W2NW4 20-5-66 (BASTDOFBA ANNEX) PT LOT B AMENDED REC EXEMPT AM-RE-800 DESC AS LOT B EXC BEG NW4 COR S30'N89'46"W 30' TO TRUE POB CONT N89'46'E 291 M/L THN S270' S89'46"W 291' M/L N270' TO TRUE POB (2.41R)

23. Owner(s): Jerald L. Stugart and Joanne M. Stugart
Mailing Address of Owner(s): 7700 W. 28th Street
Greeley, CO 80634-9678
Address of LID Property: 7700 W. 28th Street
Greeley, CO 80634-9678
Weld County Parcel No.: 095920000061
Legal Description of LID Property:

GR 17609 E2NW4 20 5 66 (BASTDOFBA ANNEX) (2D 1R)

24. Owner(s): David C. Funderburk and
Rebecca A. Funderburk
Mailing Address of Owner(s): 7520 W. 28th Street
Greeley, CO 80634-9678
Address of LID Property: 7520 W. 28th Street
Greeley, CO 80634-9678
Weld County Parcel No.: 095920000037
Legal Description of LID Property:

GR 17606-A PT NW4NE4 20 5 66 (BASTDOFBA ANNEX) BEG AT PT 30'S OF N4 COR N89D47'E 1295' S55D25'W 350' S35D58'W 273.18' S89D47'W 844.65' TO PT ON W LINE NW4NE4 N1D17'W 423.60' (10.41A M/L) (.25R)

25. Owner(s): David C. Funderburk and
Rebecca A. Funderburk
Mailing Address of Owner(s): 7520 W. 28th Street
Greeley, CO 80634-9678
Address of LID Property: N/A
Weld County Parcel No.: 095920000058
Legal Description of LID Property:

GR PT NE4 20-5-66 (BASTDOFBA ANNEX) LOT A REC EXEMPT RE-376

26. Owner(s): Linnea S. Dollard and Robert G. Dollard
Mailing Address of Owner(s): 7440 W. 28th Street
Greeley, CO 80634-9652
Address of LID Property: 7440 W. 28th Street
Greeley, CO 80634-9652
Weld County Parcel No.: 095920000052
Legal Description of LID Property:

GR 17606-C PT NE4 20 5 66 (BASTDOFBA ANNEX) BEG S01D18'E 1119.98' FROM NW COR OF NE4 THENCE S01D18'E 364.24' N88D0'E 449.08' N75D58'E 150.88' N08D26'E 317.88' S89D47'W 650.11' TO BEG (5A M/L)

27. Owner(s): Greeley Commons Investments, LLC
Mailing Address of Owner(s): 5189 Copper Blush Court
Castle Rock, CO 80108-8063
Address of LID Property: 7220 W. 28th Street
Greeley, CO 80634
Weld County Parcel No.: 095920100003
Legal Description of LID Property:

PT NE4 20 5 66 COMM NE COR S00D58E 197.56 N90D00W 1074.06 TO POB THENCE
ALNG CURVE R 241.24 (R=1146 CH=N77D24W) N73D58W 147.90 S55D24W 225.60
S33D58W 273.18 S28D58W 136.89 N90D00E 677.82 N79D07E 106.37 N00D00E 360.87 TO
POB
28. Owner(s): Greeley Commons Investments, LLC
Mailing Address of Owner(s): 5189 Copper Blush Court
Castle Rock, CO 80108-8063
Address of LID Property: N/A
Weld County Parcel No.: 095920100004
Legal Description of LID Property:

PT NE4 20-5-66 (HURST ANNEXATION) BEG NE COR SEC S0D58'E 250' TPOB S0D58'E
1024.46' TO POINT ON N BANK GREELEY-LOVELAND IRRIGATION DITCH N77D46'W
238.34' N62D29'W 422.11' S86D02'W 508.51' S59D55'W 575.32' S83D37'W 230.14'
S68D16'W 193.42' N56D59'W 14.16' N08D26'E 797.61' N28D58'E 221.62' N33D58'E 273.18'
N55D24'E 25.60' S73D58'E 147.90' CURVE TO LEFT (R=1146' CHORD S79D51'E) N89D51'E
390.80' S85D28'E 588.10' TPOB EXC COMM NE COR S00D58E 197.56 N90D00W 1074.06
TO POB THENCE ALNG CURVE R 241.24 (R=1146 CH=N77D24W) N73D58W 147.90
S55D24W 225.60 S33D58W 273.18 S28D58W 136.89 N90D00E 677.82 N79D07E 106.37
N00D00E 360.87 TO POB
29. Owner(s): St. Michael's Commercial Enterprises, LLC
Mailing Address of Owner(s): c/o CMCL, Inc.
P.O. Box 1734
Eagle, CO 81631-1734
Address of LID Property: N/A
Weld County Parcel No.: 095921253001
Legal Description of LID Property:

GR STM1R TRACT 1 ST MICHAELS 1ST RPLT

Section 8. Assessments shall be collected only against properties requesting sanitary sewer taps that connect directly to, or upstream of, the Ashcroft Basin Sanitary Sewer Infrastructure associated with Local Improvement District 343795, and only against the properties described in Section 7 above.

Section 9. Properties within the boundaries of Local Improvement District No. 343795 remain subject to all requirements of the Greeley Municipal Code regarding City sanitary sewer

service, including, without limitation, the requirement to construct additional sanitary sewer line extensions, if necessary, to facilitate connection to the Ashcroft Basin Sanitary Sewer Infrastructure, and the requirement to pay sanitary sewer plant investment fees.

Section 10. This ordinance shall take effect on the fifth (5th) day following its final publication, as set forth in Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 20th DAY OF JULY, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO



A handwritten signature in cursive script, likely belonging to the City Clerk, positioned above a horizontal line.

City Clerk

A handwritten signature in cursive script, likely belonging to the Mayor, positioned above a horizontal line.

Mayor

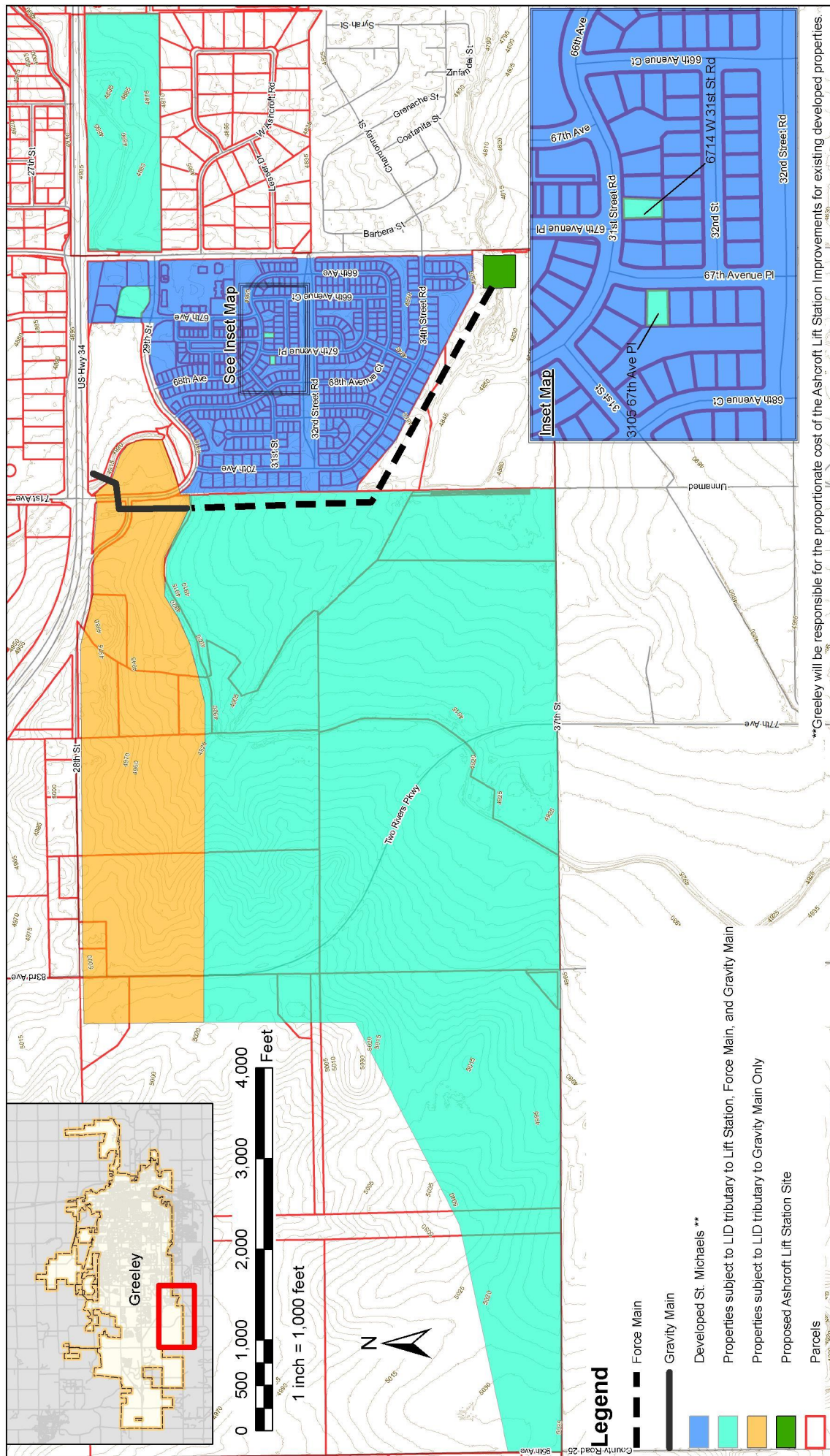


Exhibit A - Local Improvement District 343795 - Ashcroft Draw Basin

**Greeley will be responsible for the proportionate cost of the Ashcroft Lift Station Improvements for existing developed properties.



Coordinate System: NAD 1983 HARN StatePlane Colorado North FIPS 0501 Feet
Units: Foot US
Date: 4/27/2021
Reference Scale: 1:12,000



Council Agenda Summary

July 16, 2024

Key Staff Contact: Sean Chambers, Water & Sewer Director, Erik Dial, Deputy Director of Utility Finance

Title:

Introduction and first reading of an ordinance authorizing and approving a loan from the Colorado Water Resources and Power Development Authority (CWRPDA) for the purpose of financing capital improvements to the water system; approving a loan agreement and the issuance of a bond to evidence the loan; providing for the payment of the bond from the operation of the water system on the terms and conditions providing in the bond ordinance

Summary:

The Colorado Water Resources and Power Development Authority (CWRPDA) has authorized a \$21M loan from the Colorado Drinking Water Revolving Fund loan program for the City of Greeley's Lead Service Line Identification and Replacement program. The CWRPDA provides public drinking water systems in Colorado with low interest loans from federal and state funds for drinking water infrastructure. Notably, the CWRPDA approval of a loan for the City of Greeley includes \$10M in principal forgiveness.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Financing of \$20,910,725 for qualified components of the Lead Water Service Line Identification and Replacement Program repayable at a fixed interest rate of 3.50% for a term of up to 30 years. \$10M of the loan amount will be forgiven.
What is the annual impact?	Annual debt service of the full loan amount after principal forgiveness is \$493,230.65
What fund of the City will provide Funding?	Water Fund
What is the source of revenue within the fund?	Water Rate Revenue
Additional Comments:	While not a grant, the loan approval includes \$10M in principal forgiveness.

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:



Infrastructure and Mobility

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 20, 2024 (minimum 28 days).

Attachments:

1. Ordinance No. 26, 2024

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 26, 2024**

**AN ORDINANCE OF THE CITY OF GREELEY, COLORADO, ACTING
BY AND THROUGH ITS WATER ENTERPRISE, AUTHORIZING A
LOAN FROM THE COLORADO WATER RESOURCES AND POWER
DEVELOPMENT AUTHORITY FOR THE PURPOSE OF FINANCING
CAPITAL IMPROVEMENTS TO THE CITY'S WATER SYSTEM;
APPROVING A LOAN AGREEMENT AND THE ISSUANCE OF A BOND
TO EVIDENCE THE LOAN; PROVIDING FOR THE PAYMENT OF THE
BOND FROM THE OPERATION OF THE WATER SYSTEM; AND
PROVIDING OTHER DETAILS AND APPROVING RELATED
MATTERS IN CONNECTION WITH THE LOANS**

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

Section 1. Findings. The City Council of the City of Greeley, Colorado (the “Council” and the “City,” respectively) hereby finds and determines as follows (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 2 of this Ordinance):

(a) Section 5-18(d) of the Charter of the City (the “Charter”) provides that the City may, without an election, issue securities made payable solely from revenues derived from the operation of projects or improvements or from any source or sources or any combination thereof, other than ad valorem taxes of the City; and Section 5-23(c) of the Charter provides that the sale of all bonds (with certain exceptions not relevant to the subject matter of this ordinance) shall be based upon competitive bids.

(b) Pursuant to Article XVII of the Charter, including amendments thereto adopted at the general election in 1993, the City owns, operates and maintains a municipal water system (the “System”) as an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution. The System has been designated as an enterprise by such 1993 Charter amendments, by Section 20-23 of the Greeley City Code, and by related actions of the Council and the City’s Water and Sewer Board, and such designation is hereby ratified and confirmed. The Council has determined, and hereby determines, based in part upon advice of bond counsel, that the System currently meets all requirements applicable to an enterprise under said Article X, Section 20. Without limiting the generality of the foregoing, the Council has determined, and hereby determines, that in each fiscal year since the adoption of said Article X, Section 20, through and including the 2023 fiscal year, the System has received, and that for the 2024 fiscal year the City intends and reasonably expects that the System will receive, under 10% of annual revenue in grants from all Colorado state and local governments combined. Accordingly, no election is necessary under Article X, Section 20 of the Colorado Constitution to issue revenue bonds for the Water Enterprise are permitted under Title 31, Article 35, Part 4, C.R.S. and Title 37, Article 45.1, C.R.S.

(c) The Colorado Water Resources and Power Development Authority (the “CWRPDA”), a body corporate and political subdivision of the State, has established and administers a Drinking

Water Revolving Fund (“DWRF”) to enable the State to comply with the provisions of the federal Safe Drinking Water Act of 1996, as amended. In order to finance the costs of identifying and replacing lead service lines (“LSLs”) throughout the City’s service area (the “Project”), the City has requested financial assistance from the CWRPDA, and the governing body of the CWRPDA has approved the City for a DWRF loan in the approximate principal amount of \$20,910,725 (consisting of a repayable BIL LSL director loan for \$7,551,020, plus up to an additional \$10,000,000 of up-front Bipartisan Infrastructure Law (BIL) Lead Service Line (LSL) loan principal forgiveness and a base direct loan of approximately \$3,359,705) for a term of up to 30 years and bearing interest at a fixed interest rate of 3.50%.

(d) The terms of the CWRPDA loan are set forth in a loan agreement (the “Loan Agreement”) and the City’s repayment obligation under the Loan Agreement will be evidenced by a governmental agency bond (the “Bond”) to be issued by the City, acting by and through its Water Enterprise, to the CWRPDA, and which shall constitute a special revenue obligation of the City to be paid from the income and revenue derived from the operation and use of the System less reasonable and necessary current expenses of operating, maintaining and repairing the System.

(e) After consideration, the City Council has determined that the execution of the Loan Agreement and the issuance of the Bond to the CWRPDA is to the best advantage of the City.

(f) The City has heretofore duly authorized, issued, sold and delivered (i) its Water Revenue Refunding Bonds, Series 2014 (the “Series 2014 Bonds”); (ii) its Water Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”); (iii) its Water Revenue Bonds, Series 2018 (the “Series 2018 Bonds”); and (iv) its Water Revenue Refunding and Improvement Bonds, Series 2022 (the “Series 2022 Bonds”). There are no other outstanding bonds, notes or other obligations of the City secured by a pledge of or a lien on the Net Revenues. There are no ordinances, resolutions, contracts, agreements, or other enactments or commitments of the City which would prevent the City from issuing and performing its obligations with respect to the Series 2022 Bonds.

(g) The form of the Loan Agreement and the Bond have been reviewed by City staff and advisors, and presented to the City Council

(h) Pursuant to § 18-8-308, Colorado Revised Statutes (“C.R.S.”), all known potential conflicting interests, if any, with respect to the Loan Agreement, the Bond, and the expenditure of proceeds thereof have been disclosed to the Council and to the Colorado Secretary of State. No member of the Council has a personal or private interest, as such terms are used in § 24-18-109, C.R.S., in the Loan Agreement, the Bond, the Project, or any other subject matter of this ordinance, and no member of the Council has any interest, as such term is used in § 24-18-201, C.R.S., in the Loan Agreement, the Bond, or any other contract made or to be made pursuant to this ordinance.

Section 2. Definitions. The terms defined in this Section shall have the meanings assigned in this Section for all purposes of this ordinance (the “Ordinance”), the Exhibits hereto and any amendatory or supplemental ordinance, except where the context by clear implication requires otherwise. Other terms are defined elsewhere in this Ordinance.

“Additional Parity Lien Obligations” means Parity Lien Obligations, other than the Series 2014 Bonds, the Series 2016 Bonds, the Series 2018 Bonds, the Series 2022 Bonds, and the Bonds, which are issued by the City after the date of adoption of this Ordinance.

“Bond” means the governmental agency bond to be issued by the City to the CWRPDA pursuant to the Loan Agreement, the form of which is set forth in Exhibit D to the Loan Agreement.

“Bond Account” means special account of the City designated as the “CWRPDA BIL LSL Direct Loan Bond Account,” established by this Ordinance for the purpose of paying the principal of and interest on the Bond, which shall include a CWRPDA Interest Subaccount and a CWRPDA Principal Subaccount.

“Capital Improvements” means the acquisition of water and water rights, land, easements, facilities and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments and extensions, for use by or in connection with the System which, under GAAP, are properly chargeable as capital items.

“Charter” means the Home Rule Charter for the City.

“City” means the City of Greeley, Colorado, acting by and through its Water Enterprise.

“City Council” means the City Council of the City, acting as the governing body of the Water Enterprise.

“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented.

“CWRPDA” means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State.

“Debt Service Accounts” means the accounts and subaccounts within the Water Fund established for the payment of the debt service on Parity Lien Obligations and Subordinate Lien Obligations, including without limitation the Bond Accounts.

“Enabling Law” means the State Constitution, the Charter, the Water Activity Law, the Supplemental Public Securities Act, and all other laws of the State establishing the power of the City to complete the financings contemplated by this Ordinance.

“Financing Documents” means the Loan Agreement, the Bond and this Ordinance.

“GAAP” means generally accepted accounting principles for U.S. state and local governments, as established by the Government Accounting Standards Board (or any successor entity with responsibility for establishing accounting rules for governmental entities), in effect from time to time in the United States of America.

“Gross Revenues” means all income and revenues directly or indirectly derived from the operation and use of the System, or any part thereof, including without limitation, any rates, fees, system development charges, participation payment, tap fees, availability fees, tools and charges for the services furnished by, or the use of, the System, and all proceeds realized from any past or

future dispositions of System property or rights, or related contracts, settlements, or judgments, and including investment income accruing from moneys held to the credit of the Water Fund; provided however, that there shall be excluded from Gross Revenue: any moneys borrowed and used for providing Capital Improvements; any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account, pledged to the payment of any bonds or other obligations; any financial products receipts, any financial products termination payment, and any moneys received as grants or appropriations from the United States, the State of Colorado, other local governments or enterprises, or other sources, the use of which is limited or restricted to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom.

“Interest Subaccount” means the subaccount of the Bond Account established by the provisions hereof for the purpose of paying the interest on the Bond.

“Loan Agreement” means that certain Loan Agreement by and between the CWRPDA and the City, providing for a direct loan in the approximate principal amount of \$20,910,725.

“Net Revenues” Gross Revenues remaining after the payment of Operation and Maintenance Expenses.

“O&M Reserve Requirement” means an amount equal to the lesser of three (3) months of Operation and Maintenance Expenses as set forth in the Water Fund annual budget for the City’s current fiscal year.

“Obligations” means the Parity Lien Obligations and any Subordinate Lien Obligations.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City, paid or accrued, for operating, maintaining and repairing the System, including without limitation legal and overhead expenses of the City directly related to the administration of the System, insurance premiums, audits, professional services, salaries and administrative expenses, labor and the cost of materials and supplies for current operation; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance for depreciation, payments in lieu of taxes or franchise fees, expenses incurred in connection with Capital Improvements, and payments due in connection with any bonds or other obligations issued to provide Capital Improvements For purposes of the above definition expenses shall, to the extent possible, be determined in accordance with GAAP.

“Ordinance” means this Ordinance which authorizes the execution of the Loan Agreement and the issuance of the Bond, including any amendments properly made hereto.

“Parity Lien Obligations” means the Series 2014 Bonds, the Series 2016 Bonds, the Series 2018 Bonds, the Series 2022 Bonds, the Bonds and one or more series of additional bonds, notes, interim securities or other obligations, if any, issued by the City having a lien on the Net Revenues which is on a parity with the lien of the Series 2014 Bonds, the Series 2016 Bonds, the Series 2018 Bonds, the Series 2022 Bonds, and the Bonds.

“*Payment Date*” means, in relation to the Bond, each May 1 and November 1, or such other dates set forth in Exhibit C to the Loan Agreement for the payment of principal of and interest on the Bond.

“*Pledged Property*” means the Net Revenues, including all amounts on deposit in or credited to the Debt Service Account, and all amounts in respect of Net Revenues that are on deposit in or credited to any other account or subaccount of the Water Fund.

“*Prime Rate*” means the prevailing commercial interest rate established pursuant to the terms of the respective Loan Agreements.

“*Principal Subaccount*” means the subaccount of the Bond Account established by the provisions hereof for the purpose of paying the principal of the Bond.

“*Project*” means the identification and replacement of the lead service lines throughout the City’s service area, and other Capital Improvements as set forth in the Loan Agreement and as the Project may be later modified or supplemented.

“*Project Costs*” means the City’s costs properly attributable to the Project, or any parts thereof, and permitted by the provisions of the Enabling Law.

“*Pro Rata Portion*” means when used with respect to a required credit to or deposit in the applicable Debt Service Accounts, the dollar amount derived by dividing the amount of principal or interest to come due on the next scheduled principal or interest Payment Date, as applicable, by the number of months prior to such Payment Date.

“*State*” means the State of Colorado.

“*Subordinate Lien Obligations*” means one or more series of bonds, notes, interim securities or other obligations issued by the City in compliance with the Loan Agreement and having a lien on the Net Revenues which is subordinate or junior (in priority of payment and security interest) to the Parity Lien Obligations.

“*Supplemental Public Securities Act*” means Part 2 of Article 57 of Title 11, C.R.S.

“*Water Activity Law*” means Title 37, Article 45.1, C.R.S.

“*Water Fund*” means the proprietary fund of the City established for the purpose of accounting for the financial activity of the Water Enterprise in accordance with the Charter, including all accounts and subaccounts established thereunder.

“*Water Enterprise*” means the “enterprise” of the City, within the meaning of Article X, Section 20 of the State Constitution, established for the purpose of operating the System.

“*System*” means all of the City’s water facilities and properties now owned or hereafter acquired, whether situated within or without the geographical boundaries of the City, including all present or future improvements, extensions, enlargements, betterments, replacements or additions thereof or thereto, including but not limited to the Project.

Section 3. Approval of Loan Agreement and Authorization of Bond. Pursuant to and in accordance with the Enabling Law, the Bond shall be issued by the City acting by and through its Water Enterprise. The form of the Loan Agreement setting forth the terms, conditions and details of the Bond and the procedures relating thereto, is incorporated herein by reference and is hereby approved; all City officials and employees are hereby directed to take such actions as are necessary and appropriate to fulfill the obligations of the City under the Financing Documents. The City shall enter into the Loan Agreement and deliver the Bond in substantially the forms presented to the City at or prior to this meeting of the City Council with only such changes as are not inconsistent herewith; provided that such documents may be completed, corrected, or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance. The accomplishment of the Project and the payment of Project Costs are hereby authorized, approved, and ordered. It is hereby determined that the date of final maturity of the Bond does not exceed the estimated life of the Project.

Section 4. Details for the Bond. The Bond shall be in substantially the form set forth in Exhibit D to the Loan Agreement with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the City executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). The Bond shall be in an aggregate principal amount not to exceed \$21,000,000, shall bear interest at a rate not to exceed three and one-half percent (3.50%) per annum, and shall be payable semi-annually and mature not more than thirty-one years from the date of its issuance, all as more particularly set forth in the Loan Agreement. The Bond may provide for a late charge (penalty interest rate) in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one half of one percent per annum on late payments; provided however, such late charge rate shall not exceed the maximum rate permitted by law. For a period not to exceed one year from the effective date of this Ordinance, the Board hereby delegates to the [Authorized Official], or in their absence, the [Authorized Official], the right to determine, within the parameters established above, the final principal of, and loan term for, the Bond.

Section 5. Pledge for Payment of the Bond.

(a) ***Pledge of Net Revenues.*** The Pledged Property is hereby pledged, assigned and granted for the payment of the amounts due under the Financing Documents. The Loan Agreement (and corresponding Bond) shall constitute a first lien upon the Net Revenues and all other Pledged Property, on a parity with all other Parity Lien Obligations and senior to all other Obligations. Pursuant to and in accordance with Section 11-57-208, C.R.S., Net Revenues, as received by the City or otherwise credited to the Water Fund, shall immediately be subject to the lien of the pledge stated above without any physical delivery, filing, or further act. The lien of each such pledge, and the obligation to perform the contractual provisions made in this Ordinance and the other Financing Documents, shall have priority over any or all other obligations and liabilities of the City except for the Parity Lien Obligations. The lien of the above pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

(b) ***Establishment of Accounts.*** There is hereby reaffirmed the Water Fund which shall continue to be maintained by the City to carry out the terms and provisions of this Ordinance and the Loan Agreement. There shall be established and maintained by the City such accounts or

subaccounts within the Water Fund as are necessary or convenient to carry out the terms and provisions of this Ordinance and the Loan Agreement, including without limitation the Bond Account, within which are the Interest Subaccount and the Principal Subaccount, each established for the purpose of paying the debt service on the Bond in accordance with the Financing Documents. No payments shall be made from Debt Service Accounts established for the payment of principal of and interest on any Subordinate Lien Obligations, if any, unless and until the amounts due in connection with all Parity Lien Obligations are made on any Payment Date.

(c) ***Flow of Funds.*** The City shall credit to the Water Fund all Gross Revenues immediately upon receipt. The City shall pay from the Water Fund all Operation and Maintenance Expenses as they become due and payable. After such payment or the allocation of Gross Revenues to such payment, the City shall apply Net Revenues in the following order of priority:

FIRST, in respect of all Parity Lien Obligations, to the credit of or deposit in the applicable Debt Service Accounts, including without limitation the Interest Subaccount, the Pro Rata Portion equal to the interest coming due on the next succeeding Payment Date for the respective obligations;

SECOND, in respect of all Parity Lien Obligations, to the credit of or deposit in the applicable Debt Service Accounts, including without limitation the Principal Subaccount, the Pro Rata Portion equal to the principal coming due on the next succeeding Payment Date for the respective obligations;

THIRD, in respect of all Subordinate Lien Obligations, to the credit of or deposit in the applicable Debt Service Accounts an amount equal to the sum of the Pro Rata Portion of the principal and interest due on the next succeeding Payment Date for the Subordinate Lien Obligations in the same manner as specified in clauses FIRST and SECOND above for the Parity Lien Obligations;

FOURTH, to the credit of or deposit in any reserve accounts established for the payment of the Bond and any Parity Lien Obligations the amounts required in the ordinances or related documents authorizing and controlling the establishment of such reserve accounts; and

FIFTH, subject to any limitations otherwise established in connection with Parity Lien Obligations, to the credit of any other fund or account as may be designated by the City, to be used for any lawful purpose, any moneys remaining in the Water Fund after the payments and accumulations set forth in FIRST through FOURTH hereof.

(d) ***The Bond Does Not Constitute a Debt.*** The CWRPDA may not look to any general or other fund of the City for the payment of the principal of or interest on the Bond, except the funds and accounts pledged thereto pursuant to authority of this Ordinance, and the Bond shall not constitute a debt or an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; nor shall it be considered or held to be a general obligation of the City.

Section 6. Various Findings, Determinations, Declarations and Covenants. The City Council, having been fully informed of and having considered all the pertinent facts and circumstances,

hereby affirms the representations and covenants set forth in Article II of the Loan Agreement, and further finds, determines, declares and covenants that:

(a) ***Additional Obligations.*** No bonds, notes, interim securities or other obligations shall be issued payable from the Net Revenues and having a lien thereon which is superior to, on a parity with, or subordinate to the lien of the Bond unless there has been met the requirements set forth in EXHIBIT F of the Loan Agreement, under the caption entitled “Additional Bonds”.

(b) ***Maintenance of Rates and Coverage.*** The City hereby covenants that it will establish, maintain, enforce and collect rates, fees and charges for services furnished by or the use of the Water Utility System as required in provisions under the caption titled “Rate Covenant” set forth EXHIBIT F of the Loan Agreement. In the event that Gross Revenues at any time are not sufficient to make the payments required by said provision, the City covenants to promptly increase such rates, fees and charges to an extent which will ensure compliance with said covenants.

(c) ***Enterprise Status.*** The City has established, and covenants to continue to maintain, the System as an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution; provided, however, after calendar year 2024 the City may disqualify the System as an “enterprise” in any year in which said disqualification does not materially, adversely affect the enforceability of the covenants made pursuant to this Ordinance. In the event that the System is disqualified as an enterprise and the enforceability of the covenants made pursuant to this Ordinance are materially, adversely affected, the City covenants to immediately take all actions necessary to (i) qualify the System as an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution and (ii) permit the enforcement of the covenants made herein.

(d) ***Obligations Currently Secured by Net Revenues.*** Other than the outstanding Parity Lien Obligations, as of the date of this Ordinance the City has no outstanding debt, bonds, notes, loans or other multiple fiscal year obligation secured by a pledged of Net Revenues.

(e) ***Findings of the City Council.*** The City Council having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, declares and covenants with the CWRPDA that:

(i) the Water Enterprise has been duly established and is operating during the current calendar year as an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution;

(ii) the City Council elects to apply all of the provisions of the Supplemental Public Securities Act to the execution of the Loan Agreements and to the issuance and delivery of the Bond;

(iii) the execution of the Loan Agreement and the issuance and delivery of the Bond, and all procedures undertaken incident thereto, are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the Enabling Law, and all conditions and limitations of the Enabling Law and other applicable law relating to the execution of the Loan Agreement and the issuance and delivery of the Bond have been satisfied; and

(iv) it is in the best interests of the City and its residents that the Bond be authorized, issued and delivered at the time, in the manner and for the purposes provided in this Ordinance.

(f) ***Operations and Maintenance Reserve.*** The City hereby covenants to establish and maintain a reserve equal to the O&M Reserve Requirement, and in the event of shortfalls reestablish such amount as required by the Loan Agreement. Such reserve may be in the form of an unassigned fund balance in the Water Fund or other unobligated cash or securities (i.e., capital reserves) or may be in a separate segregated account and shall be maintained as a continuing reserve for payment of any lawful purpose relating to the System.

(g) ***Authorized Officers.*** Pursuant to Exhibit B of the Loan Agreement, the Director of Finance and the Deputy Director of Utility Finance and Customer Service are each designated as an Authorized Officer (as defined in the Loan Agreement) of the City for the purpose of performing any act or executing any document relating to the Loan, the Bond or the Loan Agreement.

Section 7. Amendment of Ordinance. This Ordinance may be amended only with the prior written consent of the CWRPDA.

Section 8. Limitation of Actions. As provided in Section 5-21 of the Charter, no action or proceedings, at law or in equity, to review any acts or proceedings, or to question the validity of or enjoin the issuance or payment of the Bond, or for any other relief against any acts or proceedings of the City done or had under Part Four (Sections 5-18 through 5-23, inclusive) of Article V of the Charter, shall be maintained against the City, unless commenced within 30 days after the performance of the act or final passage of the resolution or ordinance complained of, or else be thereafter perpetually barred.

Section 9. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council or by the officers and employees of the City directed toward the issuance of the Bond for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 10. Severability. If any section, subsection, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11. Ordinance Irrepealable. After the Bond has been issued, this Ordinance shall constitute a contract between the CWRPDA and the City, and shall be and remain irrepealable until the Bond and the interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

Section 12. Statutes Superseded; Inconsistent Enactments Suspended. Pursuant to Article XX of the State Constitution and the Charter, all statutes of the State which might otherwise apply in connection with the Bond are hereby superseded to the extent inconsistent with this Ordinance. Any ordinances or other enactments of the City inconsistent with this Ordinance or the transactions contemplated hereby are hereby superseded to the extent of such inconsistency and shall to such extent be inapplicable to such transactions.

Section 13. Publication and Effective Date. Following passage of this Ordinance on first reading, it shall be published in full in the Greeley Daily Tribune, a legal newspaper of general circulation in the City. Before this Ordinance shall be considered for final passage, there shall also be published a notice of hearing in accordance with the Charter and ordinances of the City. Pursuant to Section 3.17(f) of the Charter of the City, this Ordinance, if not amended in substance after first reading hereof, shall be published after second reading and final passage either by title or in full, as the Council may determine. This Ordinance shall take effect five days after publication following final passage.

[Remainder of Page Left Intentionally Blank]

Immediately upon its final passage, this Ordinance shall be recorded in the City book of ordinances kept for that purpose, shall be authenticated by the signatures of the Mayor and the City Clerk, and shall be published as required by law in the Greeley Daily Tribune. The City Clerk is hereby authorized to include in such publications any additional information the City Clerk may deem necessary or appropriate. This Ordinance shall take effect on the fifth day following its final publication.

INTRODUCED on 16th Day of July 2024.

ADOPTED AND APPROVED on _____, 2024.

[CITY SEAL]

By: _____
Mayor

Attest:

By _____
City Clerk



Council Agenda Summary

Title:

Pulled Consent Agenda Items

Summary:

Pulled Consent Agenda items will be considered in the order they appeared on the consent agenda.



Council Agenda Summary

July 16, 2024

Key Staff Contact: Paul Trombino, Public Works Director

Title:

Public hearing and second reading of an ordinance relating to the acquisition of real property by purchase or exercise of Eminent Domain (37th Street Bridge Improvement Project)

Summary:

This ordinance authorizes the acquisition of property interests by purchase or by exercise of power of eminent domain, if deemed necessary, required to construct the bridge and road improvement at the 37th Street Bridge over the Greeley Loveland Irrigation Company ditch.

The purpose of the project is to reconstruct the 37th Street bridge over the Greeley Loveland Irrigation Company ditch to improve traffic flow, safety, and multimodal infrastructure. The project will replace the existing structurally deficient bridge, geometry and safety issues and provide better connectivity for residents with a reinforced concrete box culvert. These improvements are vital to address the capacity needs on 37th Street and replace an obsolete bridge as the surrounding area is developed.

The Project will require the acquisition of tracts of fee simple right of way, permanent easements, and temporary construction easements along 37th Street. City staff will begin discussions with owners within the project area. As the Project progresses, staff will continue to work with owners to meet the goals of the project, address site considerations, and acquire the property interests necessary for the project. Staff fully intend to negotiate in good faith and follow a uniform acquisition process for all affected owners. However, if an agreement cannot be reached, and to meet the schedule and budget requirements of the project, the City may consider the use of eminent domain.

A motion to introduce the ordinance and schedule a public hearing and second reading for July 16, 2024, was approved with a 7-0 vote on June 18, 2024.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	To be negotiated
What is the annual impact?	None
What fund of the City will provide Funding?	334
What is the source of revenue within the fund?	Road Development Fees
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes, 20% (\$346,000)
Is this grant onetime or ongoing?	Onetime

Legal Issues:

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

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

Other issues and Considerations:

The Colorado Constitution and the Greeley Municipal Code authorize the City to acquire interests in real property for public purposes, including by eminent domain when deemed necessary.

Strategic Focus Area:



Community Vitality



Infrastructure and Mobility



Quality of Life

Decision Options:

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

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

1. Ordinance No. 16 , 2024 with Exhibit A
2. Item 20 - 37th Street Bridge Improvement Presentation

THE CITY OF GREELEY, COLORADO

ORDINANCE NO. 16, 2024

AN ORDINANCE AUTHORIZING THE CITY OF GREELEY TO ACQUIRE INTERESTS IN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO FOR ROAD IMPROVEMENTS AND ASSOCIATED FACILITIES BY PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN, PURSUANT TO SECTION 7 OF ARTICLE XVI, SECTION 15 OF ARTICLE II, AND SECTIONS 1 AND 6 OF ARTICLE XX OF THE COLORADO CONSTITUTION AND COLORADO REVISED STATUTES § 38-1-101, ET SEQ. (37TH STREET BRIDGE IMPROVEMENT PROJECT)

WHEREAS, the City of Greeley (“City”) is a Colorado home-rule municipality authorized by Article II, Section 15, and Article XX, Sections 1 and 6 of the Colorado Constitution, as affirmed by Section 1-3 of the City of Greeley City Charter, to exercise the power of eminent domain to acquire interests in real property for public purposes, including, without limitation, the purposes of constructing, operating, and maintaining transportation systems and other public works such as roadway improvements, upon the payment of just compensation; and,

WHEREAS, Article 15 of Title 31, and Article 1 of Title 38, of the Colorado Revised Statutes, set forth the statutory authority and procedures by which the City may exercise the power of eminent domain to acquire real property interests as described above; and

WHEREAS, the City has determined that the public infrastructure improvements to 37th Street in the City of Greeley, are needed for the public purpose of replacing an obsolete bridge, maintaining general public safety, improved traffic flow and for connectivity, and thereby, promoting the health, safety, and welfare of its citizens and the general public; and

WHEREAS, accordingly, the City has determined it necessary to acquire the interests in real property located in Weld County and more particularly identified on Exhibit A, attached hereto and incorporated herein, for the public purposes described above, whether by purchase or exercise of the City’s power of eminent domain.

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

Section 1. The City Council hereby finds and determines that it is necessary and in the interest of the health, safety, and welfare of its citizens and the general public, to acquire, whether by purchase or exercise of the power of eminent domain, the real property interests identified on Exhibit A for public infrastructure improvements to 37th Street bridge over the Greeley Loveland Irrigation Company ditch in the City of Greeley, which are necessary for the public purposes of replacing an obsolete bridge, maintaining general public safety, improved traffic flow and for connectivity.

Section 2. The City Council hereby directs City staff to undertake all action necessary to acquire the real property interests identified on Exhibit A by eminent domain, including, without limitation, obtaining immediate possession of such real property interests pursuant to the provisions of the Colorado Revised Statutes set forth above, in the event that City staff is unsuccessful in negotiating a mutual agreement for the purchase of such real property interests.

Section 3. The City Council hereby ratifies any actions previously undertaken by City staff and legal counsel concerning the City's acquisition of the real property interests identified on Exhibit A, including, without limitation, concerning notice of the City's intent to acquire such real property interests and any offers previously extended to purchase such real property interests. Nothing contained in this ordinance is intended or shall be construed as precluding City staff from continued good faith negotiations with the owners of such real property to purchase the interests identified on Exhibit A.

Section 4. This ordinance shall take effect on the fifth (5th) day following its final publication, as contemplated by Section 3-16 of the City of Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 16TH DAY OF JULY 2024.

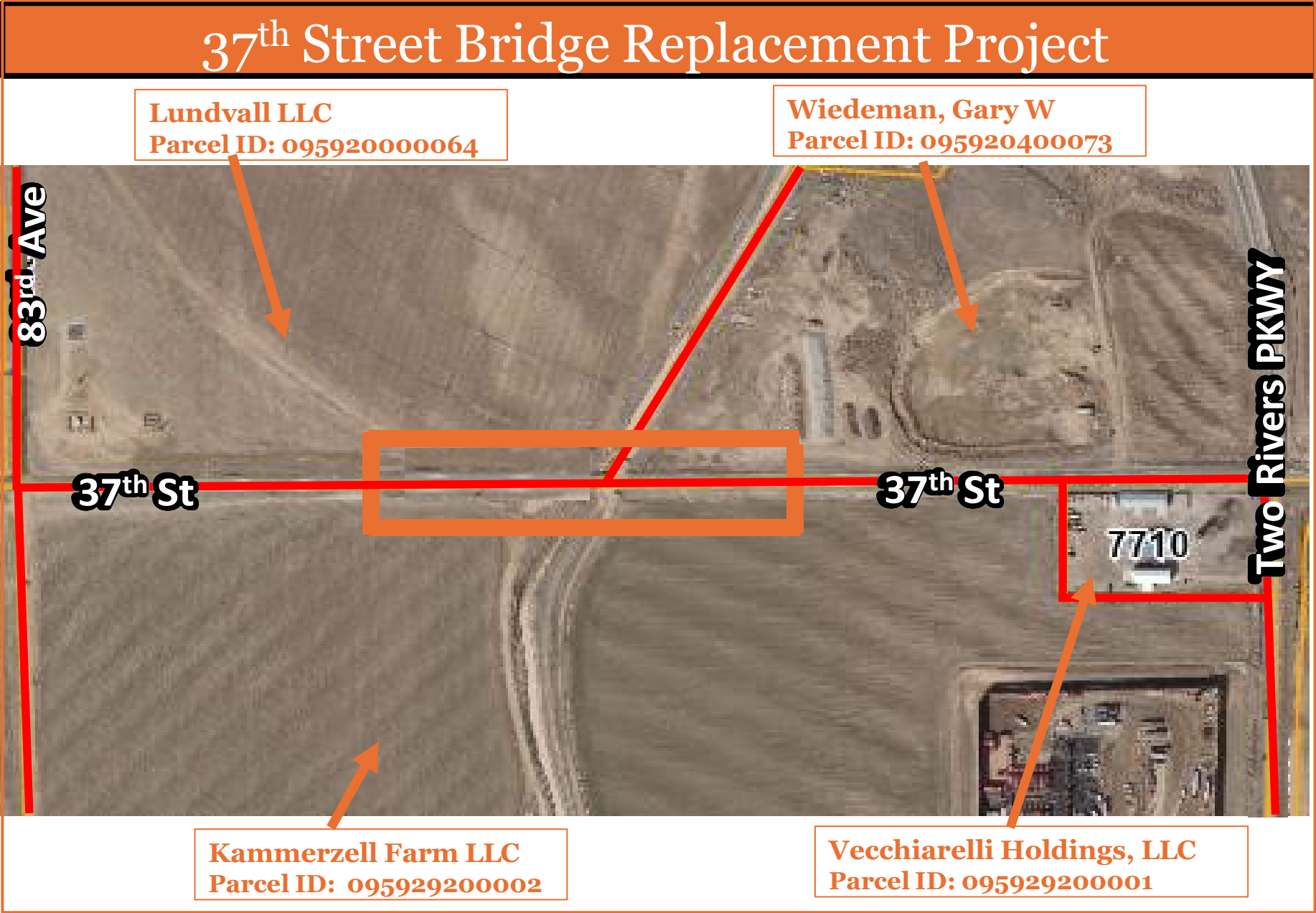
ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A: PROPERTY OWNERS MAP





37th Street Bridge Improvement

Request for Authorization to Acquire Real Property Interests by Purchase or Exercise of the Power of Eminent Domain

Bhooshan Karnik, PE, Deputy Director/Chief Engineer
Public Works Department
City Council Meeting – July 16, 2024



Agenda

- Project Description
- History
- Project Location and Property Map
- Project Acquisition Needs
- Purpose: Adopting the Ordinance

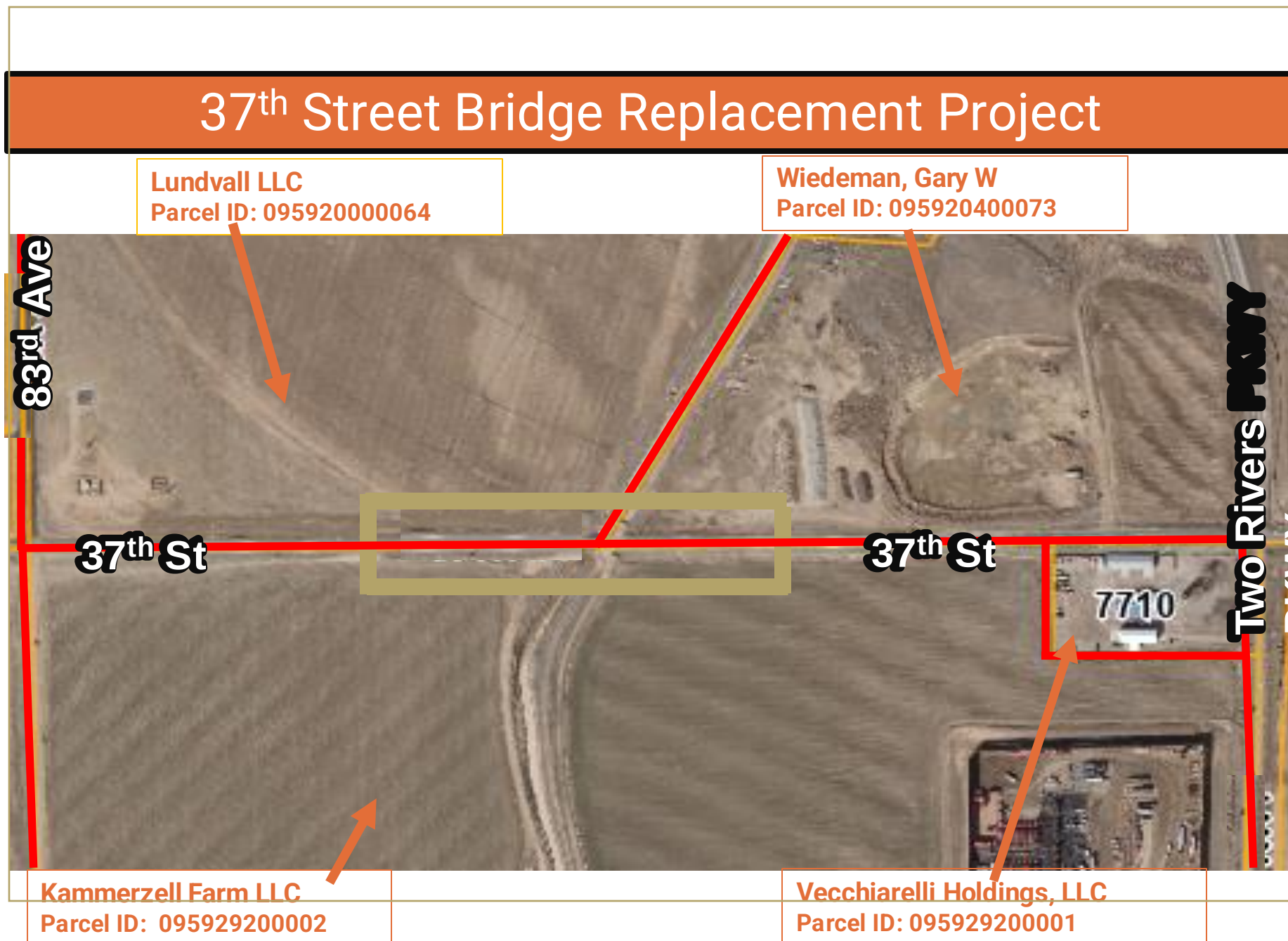
Project Description

- 37th Street is a vital road that serves as an access to the City of Greeley and to surrounding communities
- The 37th Street bridge over the Greeley Loveland Irrigation Company ditch was rated as poor by the Colorado Department of Transportation
- Project will replace the existing bridge with a reinforced box culvert to improve overall safety, mobility and future capacity expansion on 37th Street
- The project will include constructing the box culvert to accommodate a future three (3) lane section with bike path and sidewalk

History

- The 37th Street bridge over the Greeley Loveland Irrigation Company ditch is a two (2) lane single span steel girder bridge constructed in 1994
- The bridge was rated as “Structurally Deficient” as part of the Colorado Department of Transportation bridge inspection program
- The bridge deck is constructed on corrugated steel sheets that are corroded. The guardrails do not meet current standards and requirements
- City of Greeley received a grant of \$1,384,000 (80%) from Colorado Department of Transportation to replace the bridge with a reinforced concrete box culvert
- The new structure will be constructed to accommodate the future growth, bike path and sidewalks on 37th Street
- As a result, the City will need to acquire easement/Right-of-Way from the properties shown in the following slides

Project Location and Property Map



Project Acquisition Needs

- The City needs to acquire property interests from multiple property owners adjacent to the project limits to construct the project
- Property interests may include fee simple tracts, permanent easements, and/or temporary easements as determined by final project plans
- The City uses a uniform acquisition process, in accordance with law, to negotiate in good faith with all affected owners

This authorization is the first step in this process.

Purpose

Staff recommends approval of the ordinance relating to Acquire Real Property Interests by Purchase *or* authorization to Exercise the Power of Eminent Domain, for the project.

Thank you





Council Agenda Summary

July 16, 2024

Key Staff Contact: Paul Trombino, Public Works Director

Title:

Public hearing and second reading of an ordinance relating to the acquisition of real property by purchase or exercise of Eminent Domain (4th Street and 83rd Avenue Improvement Project)

Summary:

This ordinance authorizes the acquisition of property interests by purchase or by exercise of power of eminent domain, if deemed necessary, required to construct the intersection improvement at 4th Street and 83rd Avenue.

The purpose of the project is to redesign the intersection at 4th Street and 83rd Avenue to improve traffic flow, safety, and multimodal infrastructure. The project will resolve existing grade, geometry and safety issues and provide better connectivity for residents. 4th Street and 83rd Avenue in these project limits is currently in Weld County jurisdiction. As part of the project development, the limits of 4th Street and 83rd Avenue in the project limits will be annexed into the City of Greeley. The intersection improvements are vital to address the capacity needs on 4th Street and 83rd Avenue as the surrounding area is developed.

The Project will require the acquisition of tracts of fee, simple right of way, permanent easements, and temporary construction easements along 4th Street and 83rd Avenue. City staff have begun discussions with owners within the project area. As the Project progresses, staff will continue to work with owners to meet the goals of the project, address site considerations, and acquire the property interests necessary for the project. Staff fully intend to negotiate in good faith and follow a uniform acquisition process for all affected owners. However, if an agreement cannot be reached, and to meet the schedule and budget requirements of the project, the City may consider the use of eminent domain.

A motion to introduce the ordinance and schedule a public hearing and second reading for July 16, 2024, was approved with a 7-0 vote on June 18, 2024.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	To be negotiated
What is the annual impact?	None
What fund of the City will provide Funding?	332 - Road Development
What is the source of revenue within the fund?	Road Development Fees

Legal Issues:

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

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

Other issues and Considerations:

The Colorado Constitution and the Greeley Municipal Code authorize the City to acquire interests in real property for public purposes, including by eminent domain when deemed necessary.

Strategic Focus Area:



Community Vitality



Infrastructure and Mobility



Quality of Life

Decision Options:

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

Council's Recommended Action:

A motion to adopt the ordinance relating to acquire real property by purchase or exercise of Eminent Domain (4th Street and 83rd Avenue Improvement Project)

Attachments:

1. Ord No.17, 2024 with Exhibit A
2. Item 21 - 4th Street and 83rd Avenue Improvement Presentation

THE CITY OF GREELEY, COLORADO

ORDINANCE NO. 17, 2024

AN ORDINANCE AUTHORIZING THE CITY OF GREELEY TO ACQUIRE INTERESTS IN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO FOR STREETS, PUBLIC ROADWAY IMPROVEMENTS, AND ASSOCIATED FACILITIES, WHETHER BY PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN, PURSUANT TO SECTION 15 OF ARTICLE II, SECTION 7 OF ARTICLE XVI, AND SECTIONS 1 AND 6 OF ARTICLE XX, OF THE COLORADO CONSTITUTION AND TITLES 31 AND 38 OF THE COLORADO REVISED STATUTES (4th STREET AND 83rd AVENUE ROADWAY IMPROVEMENT PROJECT)

WHEREAS, the City of Greeley (“City”) is a Colorado home rule municipality authorized by Section 15 of Article II, Section 7 of Article XVI, and Sections 1 and 6 of Article XX, of the Colorado Constitution, as affirmed by Section 1-3 of the City of Greeley City Charter, to exercise the power of eminent domain to acquire interests in real property for public purposes, including, without limitation, the purposes of constructing, operating, and maintaining transportation systems and other public works such as streets and public roadway improvements, upon the payment of just compensation; and,

WHEREAS, Article 15 of Title 31, and Article 1 of Title 38, of the Colorado Revised Statutes, set forth the statutory authority and procedures by which the City may exercise the power of eminent domain to acquire real property interests as described above; and

WHEREAS, the City has determined that public infrastructure improvements to 4th Street, 83rd Avenue, and the intersection of the two public streets in the City of Greeley and Weld County, are necessary for the public purposes of maintaining general public safety, facilitating citizen mobility and multi-modal transportation, and alleviating potential traffic flow issues, and thereby, promoting the health, safety, and welfare of its citizens and the general public; and

WHEREAS, accordingly, the City has determined it necessary to acquire the interests in real property located in the City of Greeley and Weld County and more particularly identified on Exhibit A, attached hereto and incorporated herein, for the public purposes described above, whether by purchase or exercise of the City’s power of eminent domain.

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

Section 1. The City Council hereby finds and determines that it is necessary and in the interest of the health, safety, and welfare of its citizens and the general public, to acquire, whether by purchase or exercise of the power of eminent domain, the real property interests identified on Exhibit A for public infrastructure improvements to 4th Street, 83rd Avenue, and the intersection of the two public streets in the City of Greeley and Weld County, which are necessary for the public purposes of maintaining general public safety, facilitating citizen mobility and multi-modal transportation, and alleviating potential traffic flow issues.

Section 2. The City Council hereby directs City staff to undertake all action necessary to acquire the real property interests identified on Exhibit A by eminent domain, including, without limitation, obtaining immediate possession of such real property interests pursuant to the provisions of the Colorado Revised Statutes set forth above, in the event that City staff is unsuccessful in negotiating a mutual agreement for the purchase of such real property interests.

Section 3. The City Council hereby ratifies any actions previously undertaken by City staff and legal counsel concerning the City's acquisition of the real property interests identified on Exhibit A, including, without limitation, concerning notice of the City's intent to acquire such real property interests and any offers previously extended to purchase such real property interests. Nothing contained in this ordinance is intended or shall be construed as precluding City staff from continued good faith negotiations with the owners of such real property to purchase the interests identified on Exhibit A.

Section 4. This ordinance shall take effect on the fifth (5th) day following its final publication, as contemplated by Section 3-16 of the City of Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 16TH DAY OF JULY 2024.

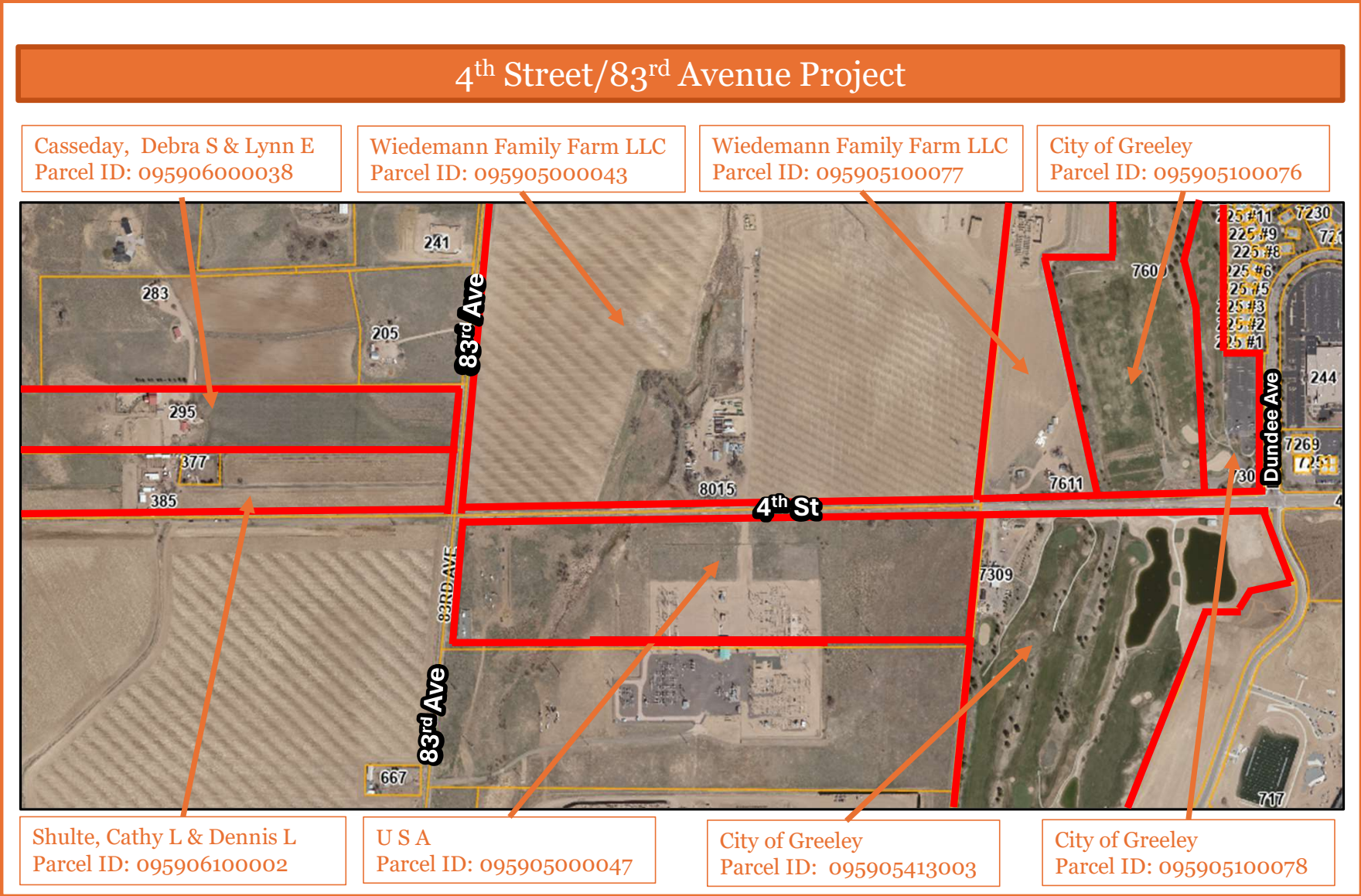
ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A: PROPERTY OWNERS MAP



PROJECT LOCATION MAP





4th Street & 83rd Avenue Improvement

Request for Authorization to Acquire Real Property Interests by Purchase or Exercise of the Power of Eminent Domain

**Bhooshan Karnik, PE, Deputy Director/Chief Engineer
Public Works Department
City Council Meeting – July 16, 2024**



Agenda

- Project Description
- History
- Project Location
- Property Map
- Project Acquisition Needs
- Purpose: Adopt the Ordinance

Project Description

- The 4th Street – 83rd Avenue intersection is a vital junction that serves multi-modal transportation modes within this region
- The surrounding community includes the new Union Colony Development, Boomerang Links Golf Course, Tointon Academy, Northridge High School, Poudre Learning Center, ball fields, churches, and businesses
- Improve overall safety, mobility, traffic flow, and aesthetics at the 4th Street/83rd Avenue intersection
- Widen 4th Street from the existing two (2) lane section to match the existing four (4) lane section at Dundee Ave
- With the significant development in the area, the need to improve the two arterial roads at 4th Street and 83rd Avenue is critical for the quality of life and community vitality for City residents

History

- 83rd Avenue from 10th St north to the south limits of the Poudre River Ranch neighborhood and 4th Street from Dundee Street west to intersection with 83rd Avenue in the project limits are currently in Weld County jurisdiction
- City staff and Weld County are coordinating to annex 83rd Avenue and 4th Street - both streets have been identified as arterial streets in the Greeley-on-the-Go Transportation Management Plan
- The City will reconstruct the intersection as part of the capacity expansion for 83rd Ave and 4th Street
- As a result, the City will need to acquire easement/Right-of-Way from the properties shown in the following slides

Project
Location



Property Map

EXHIBIT A

4th Street/83rd Avenue Project

Casseday, Debra S & Lynn E
Parcel ID: 095906000038

Wiedemann Family Farm LLC
Parcel ID: 095905000043

Wiedemann Family Farm LLC
Parcel ID: 095905100077

City of Greeley
Parcel ID: 095905100076



Shulte, Cathy L & Dennis L
Parcel ID: 095906100002

USA
Parcel ID: 095905000047

City of Greeley
Parcel ID: 095905413003

City of Greeley
Parcel ID: 095905100078

Project Acquisition Needs

- The City needs to acquire property interests from multiple property owners adjacent to the project limits to construct the project
- Property interests may include fee simple tracts, permanent easements, and/or temporary easements as determined by final project plans
- The City uses a uniform acquisition process, in accordance with law, to negotiate in good faith with all affected owners

This authorization is the first step in this process.

Purpose

Staff recommends approval of the ordinance relating to Acquire Real Property Interests by Purchase *or* authorization to Exercise the Power of Eminent Domain, for the project.

Thank you





Council Agenda Summary

July 16, 2024

Key Staff Contact: Paul Trombino, Public Works Director

Title:

Public hearing and second reading of an ordinance relating to the acquisition of real property by purchase or exercise of Eminent Domain (4th Street -5th Street and 23rd Avenue Improvement Project)

Summary:

This ordinance authorizes the acquisition of property interests by purchase or by exercise of power of eminent domain, if deemed necessary, required to construct the intersection improvement at the 4th St - 5th St and 23rd Avenue as part of the 4th Street – 5th Street and 23rd Avenue Improvement Project.

The purpose of the project is to redesign the intersection at the 4th Street - 5th Street and 23rd Avenue for improving safety and multimodal infrastructure in conjunction with the 5th Street over the Greeley Irrigation Ditch No. 3 bridge replacement. The project will resolve existing grade, geometry and safety issues and provide connectivity for residents and school children in the neighborhood. If not completed, the existing intersection will continue to be unsafe and provide minimum multimodal options to the residents.

The Project will require the acquisition of tracts of fee simple right of way, permanent easements, and temporary construction easements along 4th Street, 5th Street and 23rd Avenue. City staff have begun discussions with owners within the project area. As the Project progresses, staff will continue to work with owners to meet the goals of the project, address site considerations, and acquire the property interests necessary for the project. Staff fully intend to negotiate in good faith and follow a uniform acquisition process for all affected owners. However, if an agreement cannot be reached, and to meet the schedule and budget requirements of the project, the City may consider the use of eminent domain.

A motion to introduce the ordinance and schedule a public hearing and second reading for July 16, 2024, was approved with a 7-0 vote on June 18, 2024.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	To be negotiated
What is the annual impact?	None
What fund of the City will provide Funding?	332 - Road Development
What is the source of revenue within the fund?	Road Development Fees

Legal Issues:

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

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

Other issues and Considerations:

The Colorado Constitution and the Greeley Municipal Code authorize the City to acquire interests in real property for public purposes, including by eminent domain when deemed necessary.

Strategic Focus Area:



Community Vitality



Infrastructure and Mobility



Quality of Life

Decision Options:

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

Council's Recommended Action:

A motion to adopt the ordinance relating to acquire real property by purchase or exercise of Eminent Domain (4th Street - 5th Street and 23rd Avenue Improvement Project)

Attachments:

1. Ord No. 18 , 2024 with Exhibit A
2. Item 22 -4th Street - 5th Street and 23rd Avenue Improvement Presentation

THE CITY OF GREELEY, COLORADO

ORDINANCE NO. 18, 2024

AN ORDINANCE AUTHORIZING THE CITY OF GREELEY TO ACQUIRE INTERESTS IN REAL PROPERTY LOCATED IN GREELEY, COLORADO FOR ROAD IMPROVEMENTS AND ASSOCIATED FACILITIES BY PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN, PURSUANT TO SECTION 7 OF ARTICLE XVI, SECTION 15 OF ARTICLE II, AND SECTIONS 1 AND 6 OF ARTICLE XX OF THE COLORADO CONSTITUTION AND COLORADO REVISED STATUTES § 38-1-101, ET SEQ. (4th STREET – 5th STREET AND 23rd AVENUE - ROADWAY IMPROVEMENT PROJECT)

WHEREAS, the City of Greeley (“City”) is a Colorado home-rule municipality authorized by Article II, Section 15, and Article XX, Sections 1 and 6 of the Colorado Constitution, as affirmed by the City’s Charter, Sections 1-3, to exercise the power of eminent domain to acquire real property to construct, operate and maintain transportation systems and other public works and everything required to do so, with the payment of just compensation; and,

WHEREAS, Article 15 of Title 31, and Article I of Title 38, Colorado Revised Statutes, provide statutory authority and procedures for the exercise of the power of eminent domain by the City; and

WHEREAS, the City has determined that the public infrastructure improvements to 4th Street – 5th Street and 23rd Avenue, are needed for the public purpose of safety, improved traffic flow and for connectivity, and thereby, to promote growth and the health, safety, and welfare of the public; and

WHEREAS, accordingly, the acquisition of interests in real property in Weld County identified and depicted on Exhibit A, attached hereto and incorporated herein, either through purchase or exercise of the City’s power of eminent domain, is necessary.

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

Section 1. The City Council hereby finds and determines that it is in the interest of the health, safety and welfare of the public, serves a public purpose, and is necessary, to acquire, through the exercise of the power of eminent domain, the property or portions thereof generally described on Exhibit A (the “Property”), for improvements to 4th Street – 5th Street and 23rd Avenue, for safety, improved traffic flow and for connectivity.

Section 2. Should City staff be unsuccessful in negotiating a mutual agreement for the purchase of the Property, the City Council hereby directs City staff to begin acquisition by eminent domain, including, but not limited to, obtaining immediate possession of the Property, pursuant to the above- named statutes.

Section 3. The City Council hereby ratifies any previous actions by City staff in providing notice of the City's intent to acquire the Property and extending an offer to purchase the Property. Nothing contained in this ordinance shall be construed as precluding or preventing continued good faith negotiations by City staff in an effort to purchase the Property.

Section 4. This ordinance shall take effect five (5) days after its final publication as provided by the City’s Charter, Section 3-16.

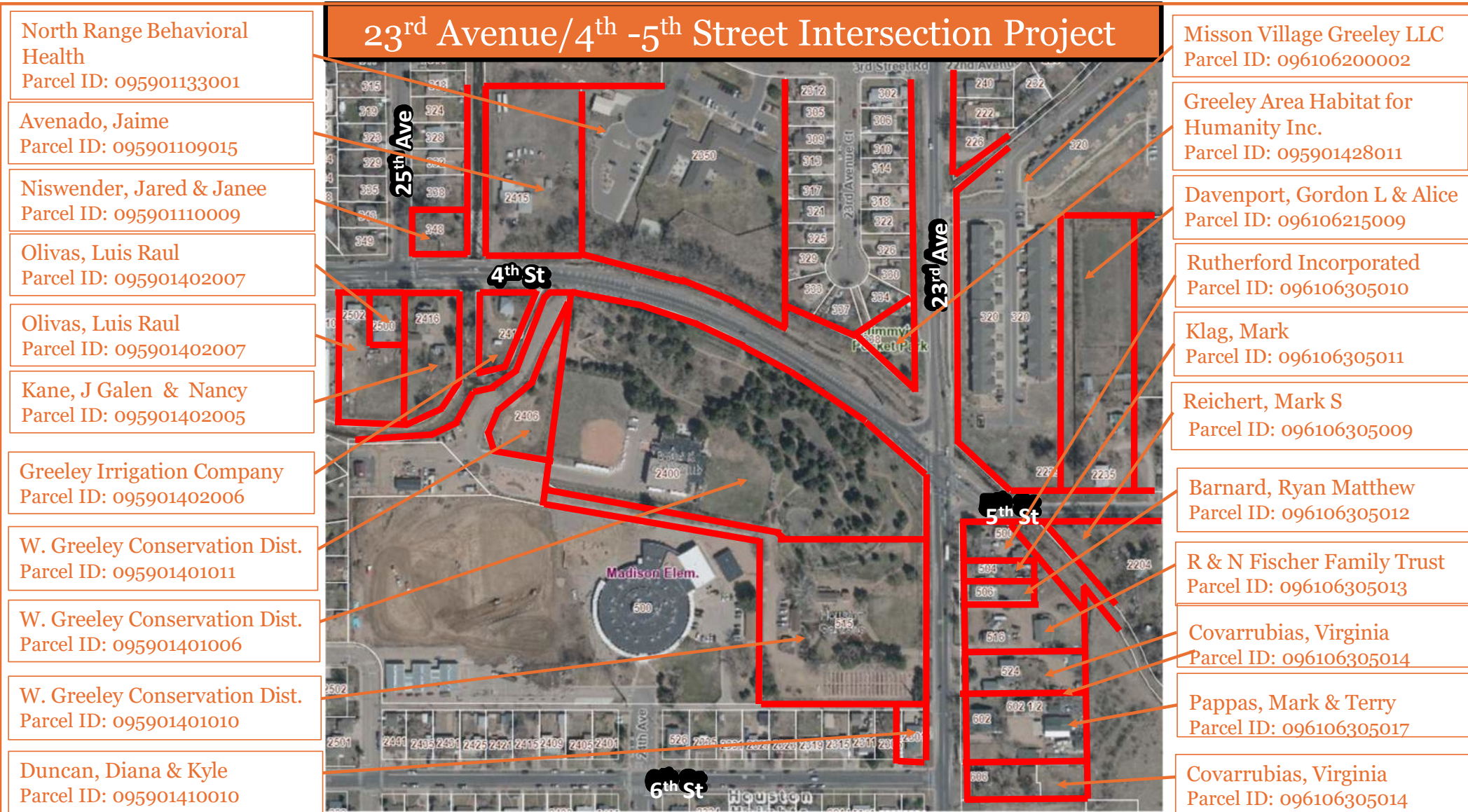
PASSED AND ADOPTED, SIGNED AND APPROVED THIS 16TH DAY OF JULY 2024

ATTEST: THE CITY OF GREELEY, COLORADO

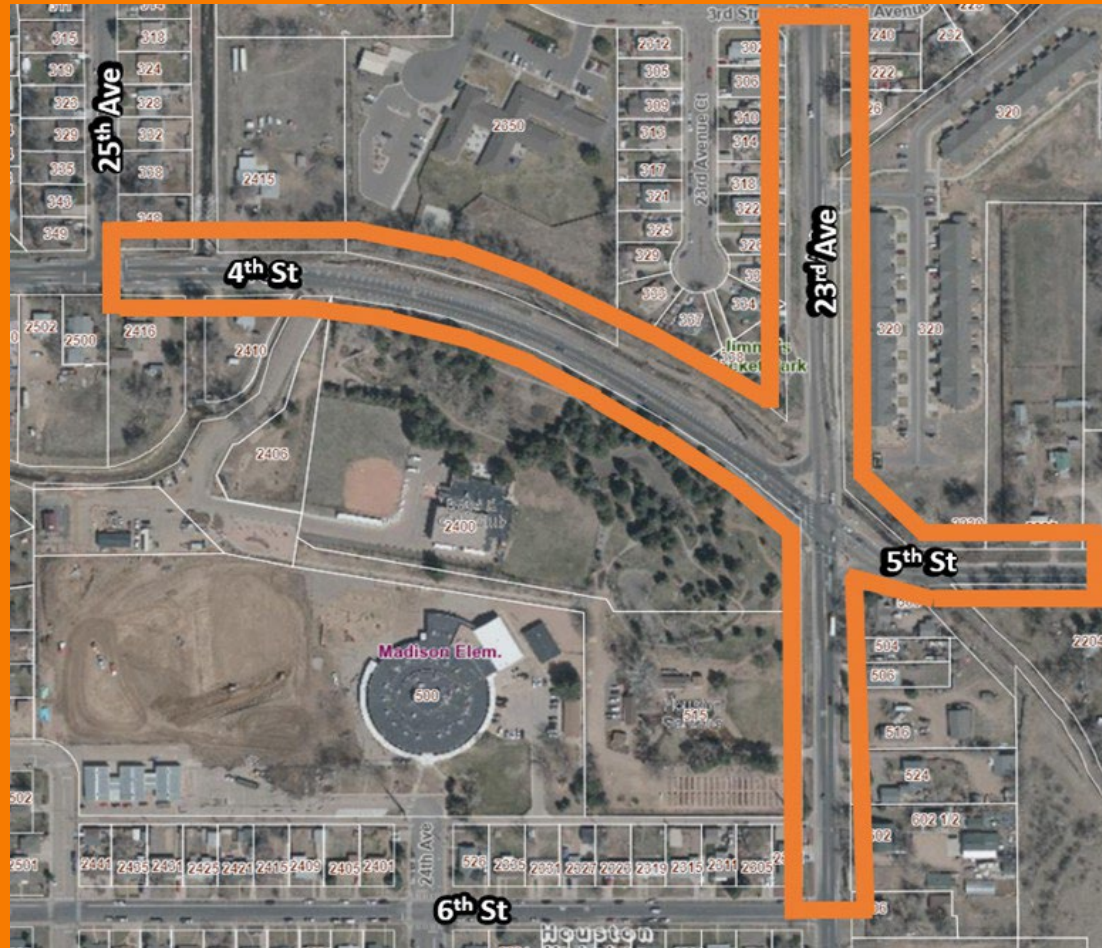
By: _____
City Clerk

By: _____
Mayor

EXHIBIT A: PROPERTY OWNERS MAP



PROJECT LOCATION MAP





4th Street-5th Street & 23rd Avenue Improvement

Request for Authorization to Acquire Real Property Interests by Purchase or Exercise of the Power of Eminent Domain

Bhooshan Karnik, PE, Deputy Director/Chief Engineer
Public Works Department
City Council Meeting – July 16, 2024



Agenda

- Project Description
- History
- Project Location
- Property Map
- Project Acquisition Needs
- Purpose: Adopt the Ordinance

Project Description

- The 4th Street – 5th Street/23rd Avenue intersection is a vital junction that serves multi-modal transportation modes within this region
- Surrounding community includes the James Madison STEAM Academy, Houston Gardens, parks, ball fields, churches, businesses, and over 350 residents within a quarter-mile perimeter
- Improve overall safety, mobility, traffic flow, and aesthetics at the 4th-5th Street/ 23rd Avenue intersection
- Address the skewed approaches and other designs to improve vehicle, pedestrian and bicycling facilities
- With the last major reconstruction in the 1970's, the intersection's infrastructure is aged and will require replacement as part of the project
- The Colorado Department of Transportation has awarded a \$800,000 grant for the 5th Street over Greeley Ditch No. 3 bridge replacement

History

- The 4th-5th Street/ 23rd Avenue intersection was constructed in the 1970's with skewed approaches and minimal design requirements for multi-modal facilities
- The 5th Street/Greeley Ditch #3 bridge needs to be replaced for structural integrity purposes
- The City will reconstruct the intersection to address the skewed approaches and deficient multi-modal facilities in conjunction with the bridge replacement project
- As a result, the City will need to acquire easement/Right-of-Way from the properties shown in the following slides

23rd Avenue/4th -5th Street Intersection Project



Project
Location

Property Map



Project Acquisition Needs

- The City needs to acquire property interests from multiple property owners adjacent to the project limits in order to construct the project
- Property interests may include fee simple tracts, permanent easements, and/or temporary easements as determined by final project plans
- The City uses a uniform acquisition process, in accordance with law, to negotiate in good faith with all affected owners

This authorization is the first step in this process.

Purpose

Staff recommends approval of the ordinance relating to Acquire Real Property Interests by Purchase *or* authorization to Exercise the Power of Eminent Domain, for the project.

Thank you





Council Agenda Summary

July 16, 2024

Key Staff Contact: Sean Chambers, Water & Sewer Director, Adam Prior, Chief Engineer

Title:

Public hearing and second reading of an ordinance to establish Local Improvement District No. 346590 for the Westgate Non-Potable Pump Station under Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code

Summary:

The city is nearing finalization of construction of the Westgate Area Irrigation Pump Station on South 71st Avenue that will serve the Westgate Subdivision and the surrounding development areas north of the Highway 34 Bypass. This new regional non-potable water irrigation pump station was constructed under the guidance of the non-potable master plan for the benefit of properties within the specific service area of the pump station. A Local Improvement District (LID) is a method to reimburse the city for area specific infrastructure and ensure that growth in this area has adequate public facilities. This Ordinance will establish the maximum fee per acre for each parcel yet to be developed within the LID to reimburse the City their proportional cost of the regional non-potable Westgate pump station.

The Westgate non-potable project LID was reviewed and recommended for approval by the Greeley Water & Sewer Board on February 21, 2024. An informational meeting was held on March 28, 2024, with landowners within the Westgate Local Improvement District to discuss the project, its costs, and to provide an opportunity to ask questions. Letters were mailed to the landowners in advance of the meeting. The meeting was held at the City Council Chambers with the option to attend virtually.

Background on Non-Potable Systems: The Westgate project and others were prioritized in the 2021 Non-Potable System Master Plan because it offers cost efficiency, service reliability, climate resiliency and supports a clean green and beautified city. Building regional non-potable pump stations with development provides for the opportunity to achieve economies of scale in infrastructure, an investment that will provide cost-effective irrigation water. A regional pump station is more cost-effective to operate than several smaller pump stations, and city operations and maintenance will provide a high standard of service and reliability (compared to some neighboring communities where O&M is an obligation of the metro district or HOA).

The city utilizes irrigation ditches to convey non-potable water (raw water) to storage ponds and then pumps the water to both city and private customers for landscape irrigation. This existing network of ditches, canals, buried pipes and lateral infrastructure that has been conveying irrigation water for more than 125 years is truly a blessing for our community and our water system. The city uses non-potable water for irrigation because it makes best use of very affordable lower Poudre River supplies that are not suitable quality for drinking and leverages the network of ditch infrastructure across the city that deliver raw water cost effectively. Furthermore, the use of lower quality raw water and non-potable infrastructure for irrigation allows the city to make the most efficient use of our water treatment facilities and pipeline capacities for drinking and commercial uses. For these reasons, the policy provides for a

discount on water Plant Investment Fees (PIFs) where non-potable water is used for irrigation, in some cases, a 50% discount on PIFs for aggressive non-potable use. The property owners also benefit from reduced water usage fees that are 30% lower than potable drinking water.

A motion to introduce the ordinance and schedule a public hearing and second reading for July 16, 2024, was approved with a 7-0 vote on June 18, 2024.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$1,381,152.61 to be recovered through Local Improvement District (LID) payments
What is the annual impact?	None
What fund of the City will provide Funding?	422 - Water Construction
What is the source of revenue within the fund?	Plant Investment Fees and LID reimbursement
Additional Comments:	The LID will enable the City to recover the costs of the regional pump station from the undeveloped parcels that are benefiting from the non-potable infrastructure.

Legal Issues:

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

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

Other issues and Considerations:

None

Strategic Focus Area:



Infrastructure and Mobility



Quality of Life

Decision Options:

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

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

1. Ord No. 19, 2024 with Exhibit A
2. Item 23 - Westgate Area Non-Potable Local Improvement District Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 19, 2024

**AN ORDINANCE ESTABLISHING LOCAL IMPROVEMENT DISTRICT NO. 346590
FOR THE CONSTRUCTION OF A NON-POTABLE IRRIGATION PUMP STATION IN
GREELEY, COLORADO; DETERMINATION OF LOTS AND LANDS TO BE INCLUDED
WITHIN LOCAL IMPROVEMENT DISTRICT 346590; SETTING FORTH THE MAXIMUM
COSTS OF CONSTRUCTION; AND SETTING FORTH THE PROPERTY TO BE INCLUDED
AND NAMES OF THE APPARENT OWNERS OF PROPERTY TO BE INCLUDED
(WESTGATE NON-POTABLE IRRIGATION PUMP STATION)**

WHEREAS, the City of Greeley, Colorado (“City”) is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX, and Section 7 of Article X of the Colorado Constitution to, *inter alia*, levy assessments against real property within the City for municipal purposes, including, without limitation, for local improvements; and

WHEREAS, the Charter for the City of Greeley, Colorado further empowers the City to establish local improvement districts, for the purpose of, *inter alia*, constructing local improvements and assessing the costs thereof upon the property especially benefitted by such improvements; and

WHEREAS, Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code sets forth the particular authority and procedures by which the City may establish such local improvement districts; and

WHEREAS, the City anticipates continued development in west Greeley, with new developments containing over two (2) acres of irrigable area being required to utilize non-potable water for irrigation purposes, and has accordingly identified a need for additional non-potable irrigation infrastructure in this general area; and

WHEREAS, the City has identified more specifically a near-term need for a non-potable irrigation pump station (“Westgate Non-Potable Irrigation Pump Station”) to serve the geographic area located generally south of 20th Street, north of Highway 34 Bypass, and west of 65th Avenue in southwest Greeley (“Westgate Non-Potable Irrigation Pump Station Service Area”); and

WHEREAS, the City Council desires, on its own initiative, to establish a local improvement district for the construction of the Westgate Non-Potable Irrigation Pump Station, for the benefit of properties that will be required utilize non-potable irrigation service within the Westgate Non-Potable Irrigation Pump Station Service Area in Greeley;

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

Section 1. Establishment of Local Improvement District 346590. Pursuant to the authority set forth in Section 18-379(d) of the Greeley Municipal Code, the City Council hereby orders the creation of a local improvement district for the construction of the Westgate Non-Potable Irrigation Pump Station, for the benefit of properties that will be required to utilize non-potable irrigation service within the

Westgate Non-Potable Irrigation Pump Station Service Area in Greeley. The local improvement district shall be assigned number 346590 and contain the lots and lands set forth in Section 7 below. The location of the Westgate Non-Potable Irrigation Pump Station and the lots and lands to be included within Local Improvement District No. 346590 are shown on the map attached hereto as Exhibit A.

Section 2. Westgate Non-Potable Irrigation Pump Station Service Area. The City anticipates that the Westgate Non-Potable Irrigation Pump Station will serve 417.284 bulk acres. Of that total service area acreage, 195.662 acres have been identified by the City as conversion areas. A conversion area is defined in Section 5 of the City's Design Criteria as "a previously developed parcel that is currently irrigated by potable water but may consider switching to non-potable irrigation in the future." The remaining 221.622 bulk acres of that total service area acreage may be required by the Greeley Municipal Code to connect to the City's non-potable irrigation infrastructure.

Section 3. Estimation and Description of Maximum Costs. The total maximum cost of construction for the Westgate Irrigation Pump Station Infrastructure is estimated at this time to be \$2,600,522 (i.e., \$6,232.02 per bulk acre). This total estimated maximum cost includes expenses for which the City will be responsible, as described in Section 4 below.

Section 4. City Portion of Infrastructure Costs. Of the total estimated maximum cost set forth in Section 3, the City will bear at a minimum the construction costs attributable to the 195.662 bulk acres associated with conversion areas described in Section 2 above and to those properties within the Westgate Non-Potable Irrigation Pump Station Service Area that are owned by the City. The minimum cost to be borne by the City is estimated at this time to be \$1,219,369.39.

Section 5. Assessments against Local Improvement District 346590 Properties. The final determination of assessments to be made against the lots and lands included in Local Improvement District 346590 shall be established by an ordinance adopted after completion of the Westgate Non-Potable Irrigation Pump Station improvements described herein, and such assessments shall be based upon the costs of construction and a fair market rate of projected interest to be recommended by the Director of Finance and set forth in the assessment ordinance at the time it is adopted. Interest shall accrue on each assessment from the date of the City's final payment on construction costs until the assessment is paid in full. The portion of the total maximum cost of construction for the Westgate Non-Potable Irrigation Pump Station not borne by the City shall be allocated to the 221.622 bulk acres within the Westgate Non-Potable Irrigation Pump Station Service Area that may be required by the Greeley Municipal Code to connect to the City's non-potable irrigation infrastructure, as is shown on the map attached hereto as Exhibit A. Within such allocation, the costs and interest shall then be assessed proportionally in accordance with the bulk acreage of each parcel that connects to the City's non-potable irrigation system. Assessments shall be due from the property owner at the earlier of: (i) final plat approval, or (ii) a request from the property owner for connection to the City's non-potable irrigation system, and payable in accordance with the terms set forth in the assessment ordinance.

Section 6. Construction of the Westgate Non-Potable Irrigation Pump Station commenced prior to the passage of this ordinance. The City shall ensure construction is completed within a reasonable time after passage of this ordinance.

Section 7. Lots and Lands to be Included in Local Improvement District 346590; Owners. The lots and lands that shall be included within Local Improvement District 346590, the street addresses (if applicable) and legal descriptions of such lots and lands, and the current record owners of such lots and lands, according to the records of the Weld County Clerk and Recorder's Office, are as follows.

1. Owner(s): Samad D. and Susan K. Aghajani
Mailing Address of Owner(s): P.O. BOX 200375
EVANS, CO 80620
Address of LID Property: N/A
Weld County Parcel No.: 095918101002
Legal Description of LID Property: LOT 2 GREELEY STORAGE MINOR
2. Owner(s): Noble Energy, Inc.
Mailing Address of Owner(s): c/o K.E. Andrews
1900 DALROCK ROAD
ROWLETT, TX 750885526
Address of LID Property: N/A
Weld County Parcel No.: 095918110001
Legal Description of LID Property: Lot 1 FRANCIS MINOR SUB
3. Owner(s): City of Greeley
Mailing Address of Owner(s): c/o Real Estate Management
1000 10th STREET
GREELEY, CO 80631-3808
Address of LID Property: N/A
Weld County Parcel No.: 095918108004
Legal Description of LID Property: GR TAL OUTLOT I TALON
4. Owner(s): City of Greeley
Mailing Address of Owner(s): c/o Real Estate Management
1000 10th STREET
GREELEY, CO 80631-3808
Address of LID Property: N/A
Weld County Parcel No.: 095917208007
Legal Description of LID Property: OUTLOT H TALON
5. Owner(s): Creek View Commercial Holdings, LLC
Mailing Address of Owner(s): 7251 W 20TH STREET, UNIT L-200
GREELEY, CO 80634-4626
Address of LID Property: N/A
Weld County Parcel No.: 095917232002
Legal Description of LID Property: TRACT 1 OWL RIDGE 5TH FG
6. Owner(s): Jim L. Ells
Mailing Address of Owner(s): 2435 71ST AVENUE
GREELEY, CO 80634-9609
Address of LID Property: 2435 71ST AVENUE
GREELEY, CO 80634
Weld County Parcel No.: 095917000027

- Legal Description of LID Property: GR PT SE4 17-5-66 (BRIGGS & ELLS ANNEX) BEG S0D22'W 435.6' OF E4 COR SEC S0D22'W 330' N89D57'W 739.35' S46D39'W 145.25' N87D45'W 898.87' N88D30'W 912.82' N0D07'W 807.69' S89D57'E 1662.31' S0D22'W 435.6' S89D57'E 1000' TO BEG (.25R)
7. Owner(s): Jim L. Ells
Mailing Address of Owner(s): 2435 71ST AVENUE
GREELEY, CO 80634-9609
Address of LID Property: 2423 71ST AVENUE
GREELEY, CO 80634
Weld County Parcel No.: 095917000024
Legal Description of LID Property: GR PT SE4 17-5-66 (BRIGGS & ELLS ANNEX) BEG AT E4 COR OF SEC W1000' S435.6' E1000' N435.6' EXC UPRR RES (.25R)
8. Owner(s): Green Keen Acres, LLC
Mailing Address of Owner(s): 254 ALABASTER WAY
JOHNSTOWN, CO 80534-9474
Address of LID Property: N/A
Weld County Parcel No.: 095916300025
Legal Description of LID Property: GR PT SW4 16 5 66 (WEST RIDGE AREA ANNEX) BEG SW COR SEC N0D05W 2191.13 N89D53E 580.8' TO TPOB TH CONT N89D53E 449.55' N59D30E 109.92' S0D14E 18' S12D09E 680.21' S90DW 688.63' N0D05W 446.43' N89D54E 1.97' TH N0D05W 180' TO TPOB
9. Owner(s): Jay E. Goza Trust No. 1
Mailing Address of Owner(s): c/o Calven Goza
40373 SKYLARK DRIVE
FORT COLLINS, CO 80524-9029
Address of LID Property: N/A
Weld County Parcel No.: 095916306000
Legal Description of LID Property: GR PA L1 & 8 BLK1 & L1-3 & 5-7 BLK2 (WEST RIDGE AREA ANNEX) PETERSON-ALEXANDER
10. Owner(s): Green Keen Acres, LLC
Mailing Address of Owner(s): 254 ALABASTER WAY
JOHNSTOWN, CO 80534-9474
Address of LID Property: N/A
Weld County Parcel No.: 095916300024
Legal Description of LID Property: GR PT SW4 16-5-66 (WEST RIDGE AREA ANNEX) BEG NE COR L1 PETERSON 1ST FG N90DW 434.16' TO POB TH CONT N90DW 310' N0D05W 1022' N90DE 688.63' S12D09E 110.79' S02D07E 400.82' N90DW 415.17' S0DW 513.15' TO TPOB
11. Owner(s): Amezcua Family Trust
Mailing Address of Owner(s): 2272 DEEDS COURT
LOVELAND, CO 80538-4877
Address of LID Property: 6815 28TH STREET

	Weld County Parcel No.:	GREELEY, CO 80634 095916300015
	Legal Description of LID Property:	GR 17590-D PT SW4 16-5-66 (WEST RIDGE AREA ANNEX) BEG NE COR L1 PETRSON SUB 1ST FILING W434.16' N513.15' E415.17' S02D07'E 513.50' TO BEG
12.	Owner(s):	Schroetlin Commercial Holdings, LLC
	Mailing Address of Owner(s):	2224 GLEN HAVEN DRIVE LOVELAND, CO 80538-4903
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916308012
	Legal Description of LID Property:	Lot 12A WESTRIDGE 5TH FG 2ND RPLT
13.	Owner(s):	Schroetlin Commercial Holdings, LLC
	Mailing Address of Owner(s):	2224 GLEN HAVEN DRIVE LOVELAND, CO 80538-4903
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916308003
	Legal Description of LID Property:	Lot 3A WESTRIDGE 5TH FG 2ND RPLT
14.	Owner(s):	Schroetlin Commercial Holdings, LLC
	Mailing Address of Owner(s):	2224 GLEN HAVEN DRIVE LOVELAND, CO 80538-4903
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916308002
	Legal Description of LID Property:	Lot 2A WESTRIDGE 5TH FG 2ND RPLT
15.	Owner(s):	Schroetlin Commercial Holdings, LLC
	Mailing Address of Owner(s):	2224 GLEN HAVEN DRIVE LOVELAND, CO 805384903
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916308001
	Legal Description of LID Property:	Lot 1A WESTRIDGE 5TH FG 2ND RPLT
16.	Owner(s):	Golden Eye Investments, LLC
	Mailing Address of Owner(s):	361 71ST AVENUE GREELEY, CO 80634-9782
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916308007
	Legal Description of LID Property:	Lot 7A WESTRIDGE 5TH FG 2ND RPLT
17.	Owner(s):	Golden Eye Investments, LLC
	Mailing Address of Owner(s):	361 71ST AVENUE GREELEY, CO 80634-9782
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916308006
	Legal Description of LID Property:	Lot 6A WESTRIDGE 5TH FG 2ND RPLT
18.	Owner(s):	Schroetlin Commercial Holdings, LLC
	Mailing Address of Owner(s):	2224 GLEN HAVEN DRIVE LOVELAND, CO 80538-4903

- Address of LID Property: N/A
Weld County Parcel No.: 095916308004
Legal Description of LID Property: Lot 4A WESTRIDGE 5TH FG 2ND RPLT
19. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 80634-9782
Address of LID Property: N/A
Weld County Parcel No.: 095916308005
Legal Description of LID Property: Lot 5A WESTRIDGE 5TH FG 2ND RPLT
20. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 80634-9782
Address of LID Property: N/A
Weld County Parcel No.: 095916308011
Legal Description of LID Property: Lot 11A WESTRIDGE 5TH FG 2ND RPLT
21. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 806349782
Address of LID Property: N/A
Weld County Parcel No.: 095916308010
Legal Description of LID Property: Lot 10A WESTRIDGE 5TH FG 2ND RPLT
22. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 806349782
Address of LID Property: N/A
Weld County Parcel No.: 095916308009
Legal Description of LID Property: Lot 9A WESTRIDGE 5TH FG 2ND RPLT
23. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303010
Legal Description of LID Property: GR 5WR1-4 L4 (WEST RIDGE AREA ANNEX) REPLAT OF
BLK1 WESTRIDGE 5TH FILING
24. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303009
Legal Description of LID Property: GR 5WR1-3 L3 (WEST RIDGE AREA ANNEX) REPLAT OF
BLK1 WESTRIDGE 5TH FILING
25. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904

Address of LID Property: N/A
Weld County Parcel No.: 095916303013
Legal Description of LID Property: GR 5WR1-2 L2 (WEST RIDGE AREA ANNEX) REPLAT OF BLK1 WESTRIDGE 5TH FILING

26. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303012
Legal Description of LID Property: GR 5WR1-1 L1 (WEST RIDGE AREA ANNEX) REPLAT OF BLK1 WESTRIDGE 5TH FILING
27. Owner(s): Angela and Jukka Koponen
Mailing Address of Owner(s): 205 CARROLL STREET
CENTER, TX 75935-3503
Address of LID Property: N/A
Weld County Parcel No.: 095916300011
Legal Description of LID Property: GR 17589-D PT SW4 16 5 66 (WEST RIDGE AREA ANNEX) ELY 200' OF FOL DESC PARCEL BEG 191.79' W OF S4 COR W489.17' N41D41'E 89.46' N464.21'E 386.87' S0D08'E 30.54' N41D44'E 57.90' S0D25'E 543.63' M/L TO BEG

Section 8. Properties within the boundaries of Local Improvement District No. 346590 remain subject to all requirements of the Greeley Municipal Code regarding City non-potable water service and irrigation, including, without limitation, the requirement to construct additional distribution main line extensions, if necessary, to facilitate connection to the Westgate Non-Potable Irrigation Pump Station.

Section 9. This ordinance shall take effect on the fifth (5th) day following its final publication, as set forth in Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 16TH DAY OF JULY 2024.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

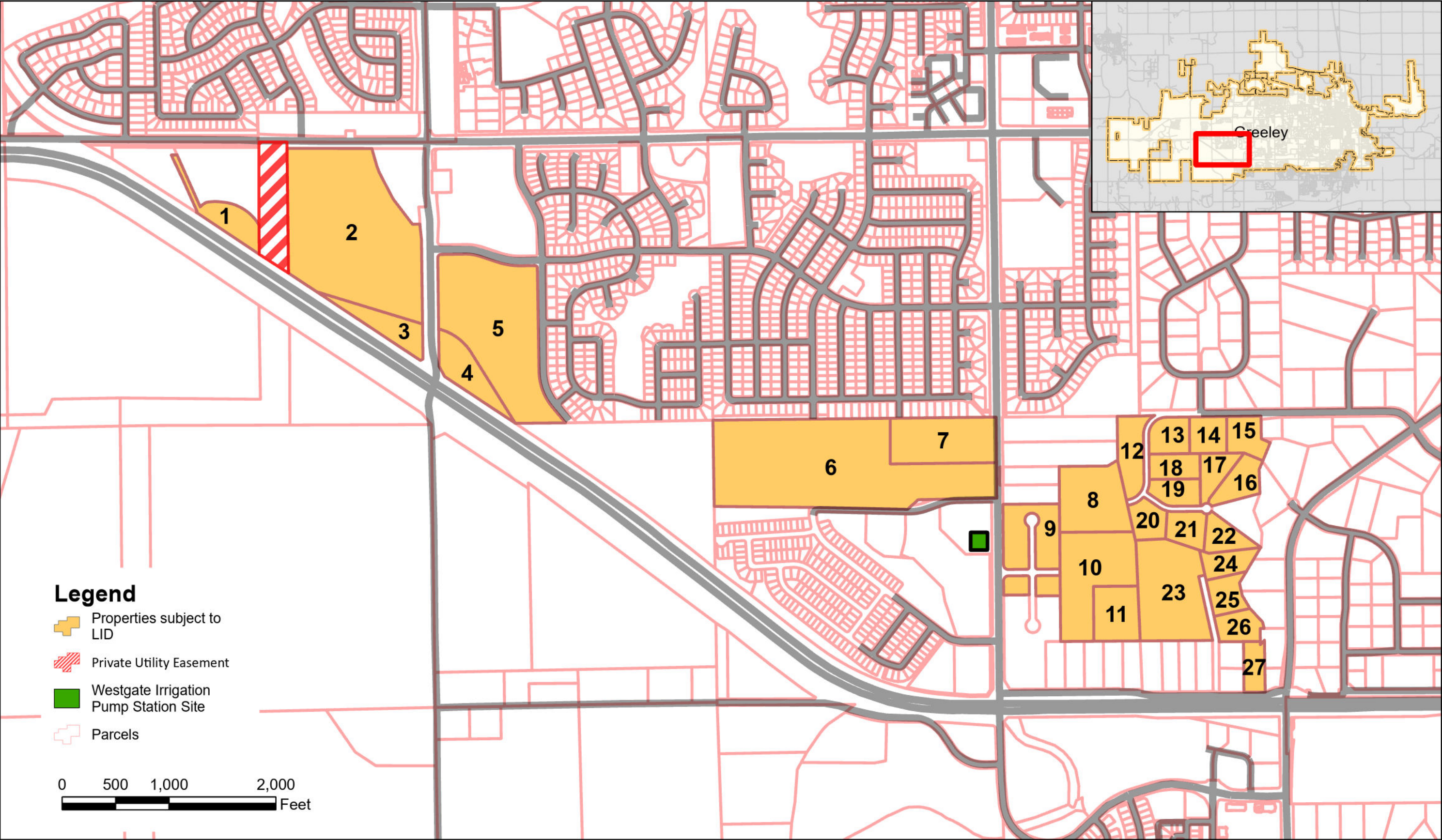


Exhibit - Local Improvement District No. 346590 - Westgate

Coordinate System: NAD 1983 HARN StatePlane Colorado North FIPS 0501 Feet
Units: Foot US

Date: 5/13/2024
WestgateLS_LID_02072024.mxd



Westgate Area Non-Potable Local Improvement District

Adam Prior, Water & Sewer Chief Engineer
Adam.Prior@Greeleygov.com | 970-573-0218
City Council Meeting – July 16, 2024



Infrastructure & Mobility

Agenda

- History of Non-Potable System & Master Plans
- Project Description & Maps
- Local Improvement District
- Westgate Local Improvement District & Costs
- Purpose: Adopt the Ordinance establishing Local Improvement District #346590 for the Westgate Non-Potable Irrigation Pump Station

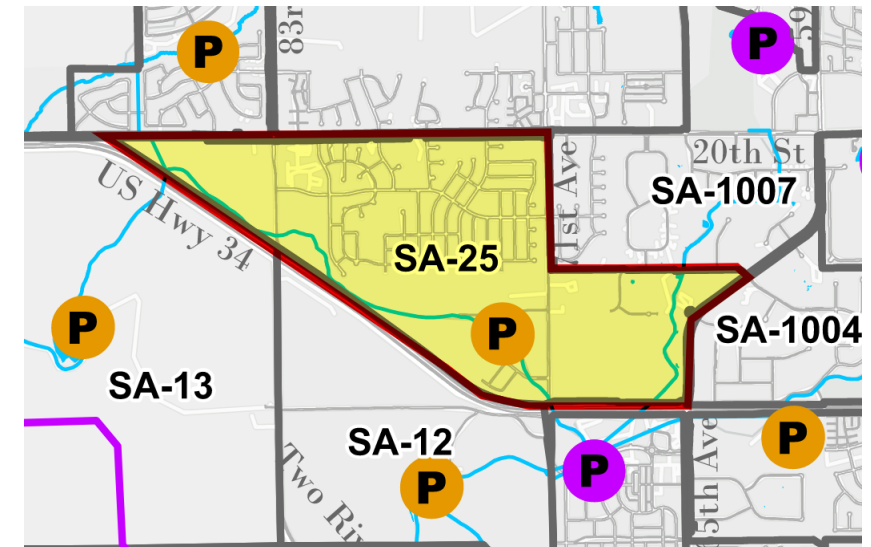
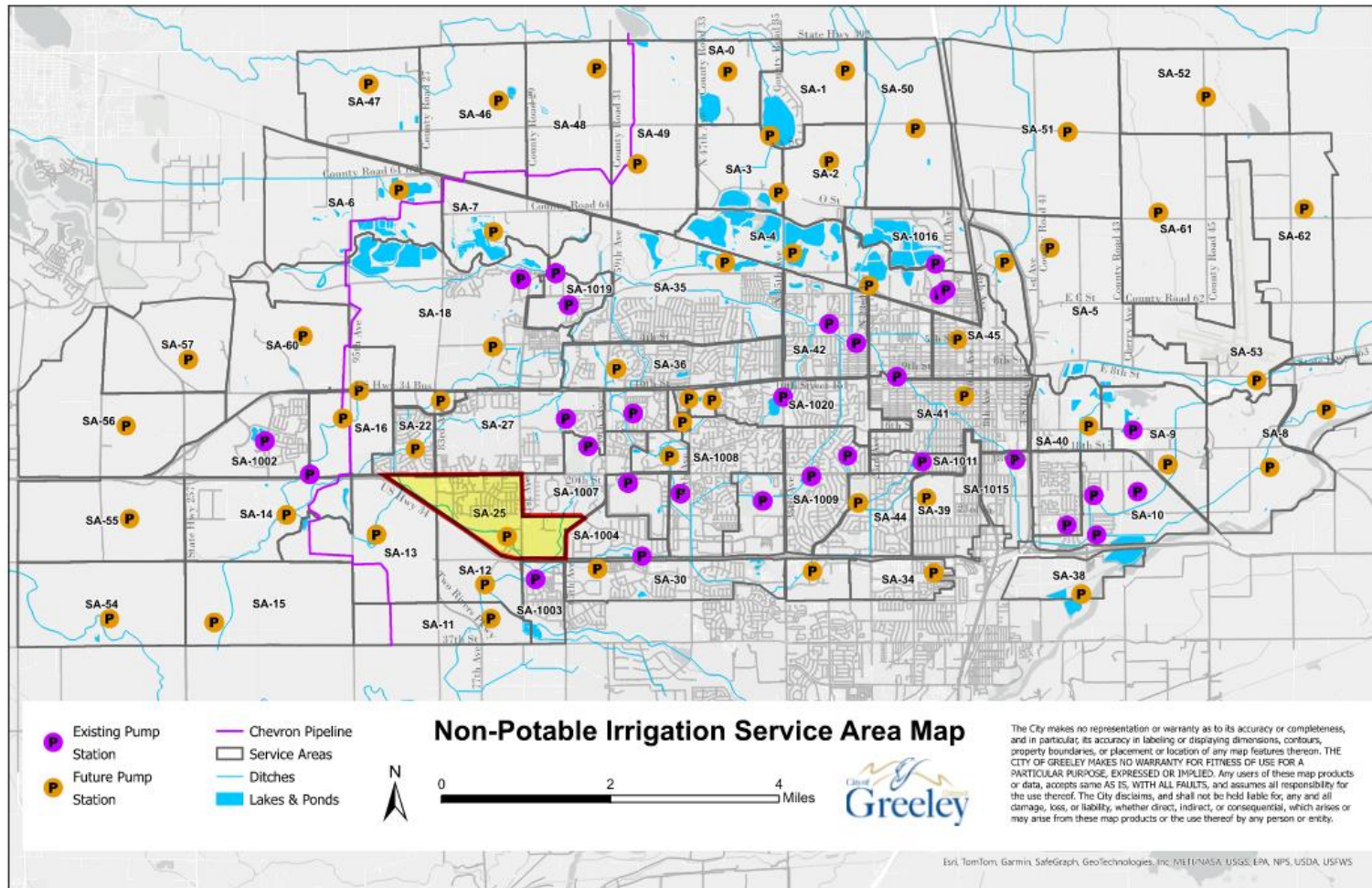
Non-Potable Irrigation Code

- **Adopted January 18, 2022**
- **Non-Potable (NP) Irrigation Required for:**
 - Residential detached estate lots with area of 13,000 square feet or more
 - All nonresidential lots and residential lots with more than four units if irrigated common space totals two or more acres
- **Reduced Potable Plant Investment Fees (PIF) - Up to 50%**

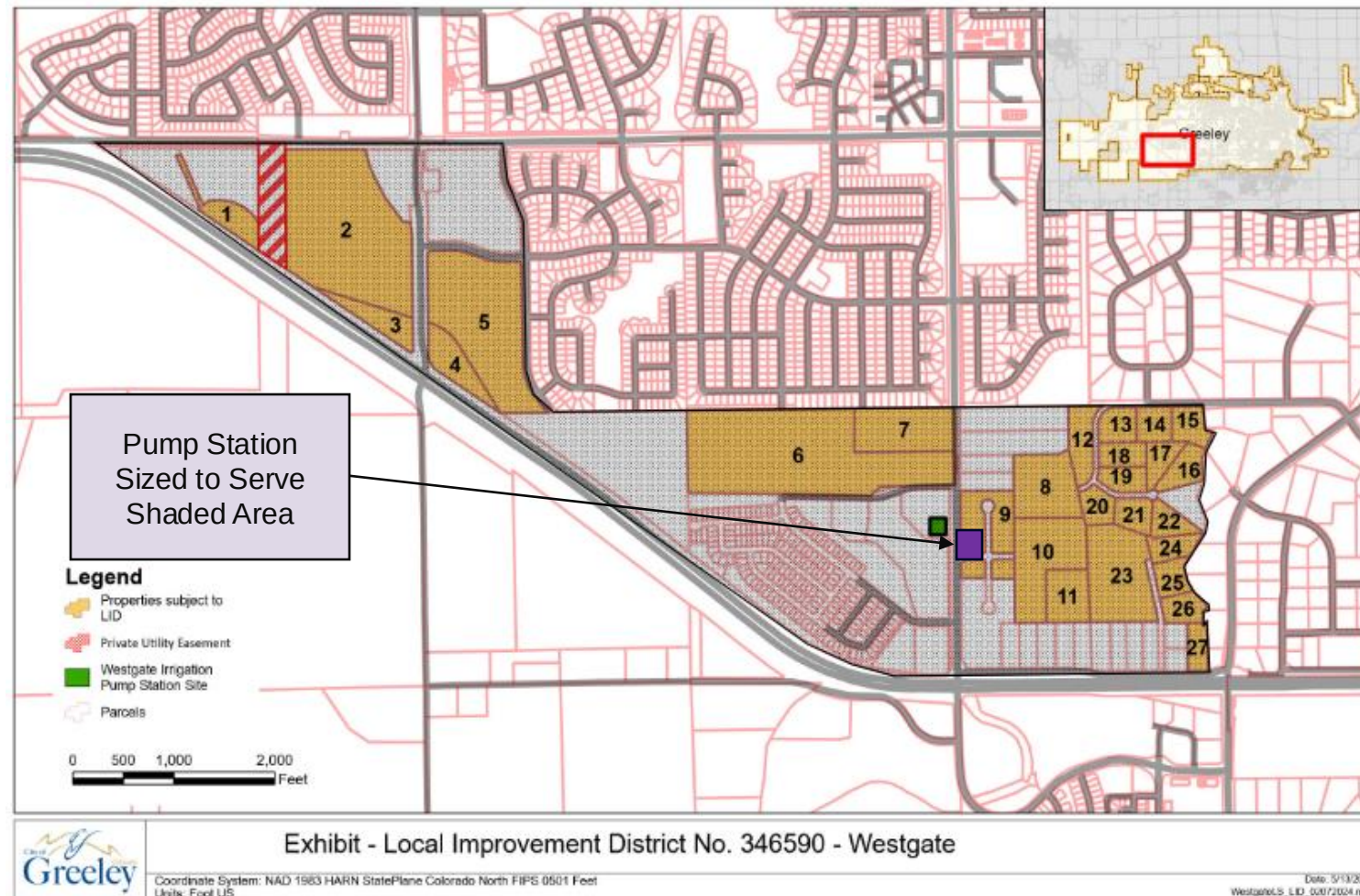
Source: Greeley Municipal Code, Chapter 3

WATER SERVICE, Sec. 20-252

Master Plan - Non-Potable Irrigation Service Areas



Pump Station Service Area



Local Improvement District

Local Improvement Districts (LIDs) are an infrastructure financing tool for making improvements of a special nature

- Applied to a specific limited area of the city that needs specific infrastructure
- Applied for the benefit of properties within the specific area
- Improvement districts can be used for the construction, extension maintenance or reconstruction of water, sewer, or stormwater infrastructure

Source: Greeley Municipal Code, Chapter 6

LOCAL IMPROVEMENT DISTRICTS, Sec. 18-379

Benefits of LID to Community

- City maintains the pump station, storage pond, and main lines to serve private properties
- Lower cost for construction compared many different private systems
- Regionalization lowers capital, operation, and maintenance costs
- Other developments do not have to dedicate land for pond and pump station
- Lower cost to irrigate vs potable water (30% less)

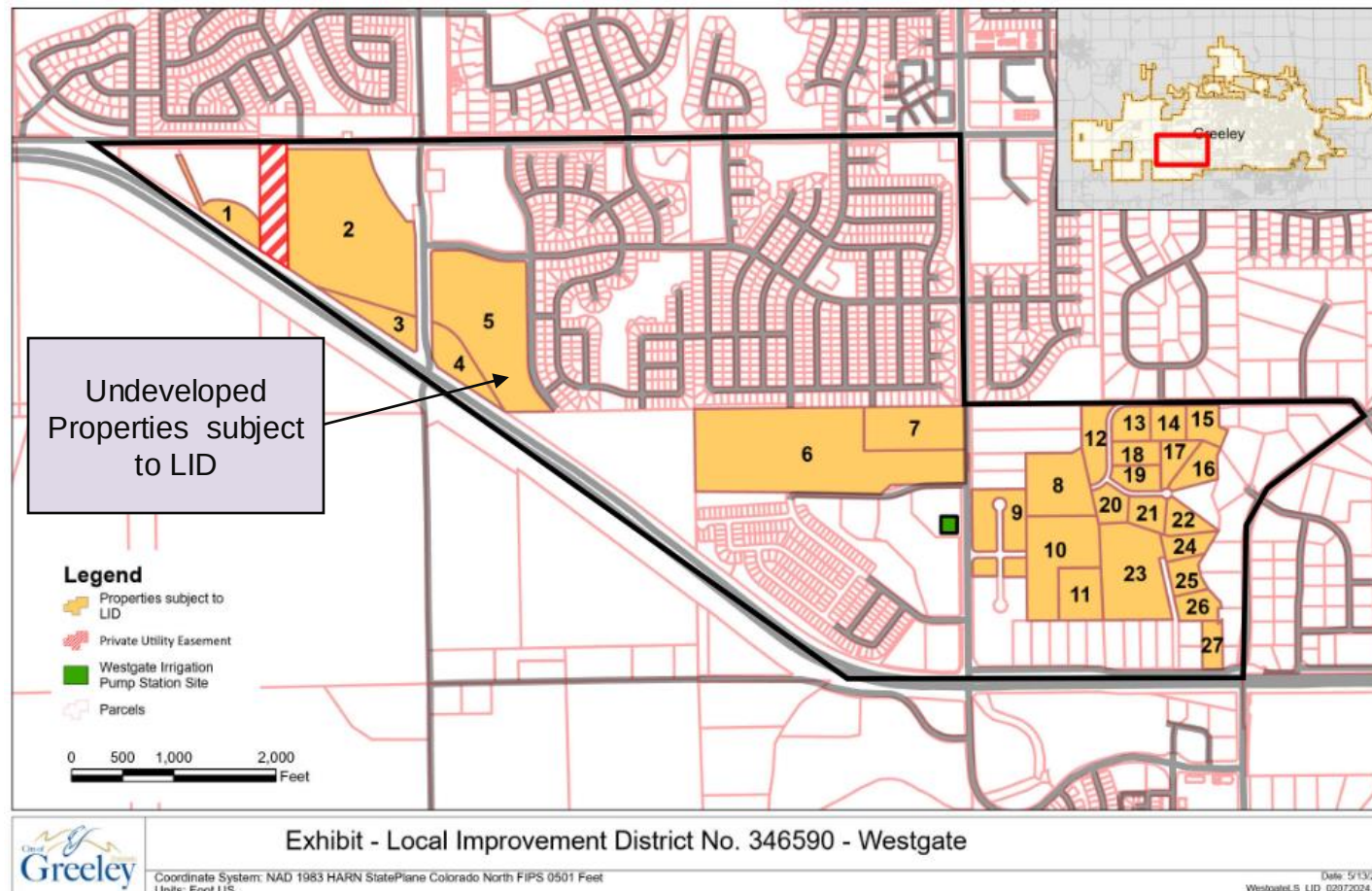


Benefits of LID to Community

- No irrigation tap fees
- Lower potable water tap fee based on amount of non-potable used (Up to 50%)
- Allows use of cheaper and untreatable water sources - \$8K vs \$60K/Acre Foot
- Frees up potable sources for use during droughts
- Allows for a Greener Greeley Community



Westgate Undeveloped LID Parcels



Westgate Service Areas:

- Undeveloped LID Parcels – 221.622 ac
- Developed Parcels (W&S) – 195.662 ac

LID Cost Methodology/Calculation

Total Construction Cost	\$2,600,522.00
Total Service Area Size	417.284 acres
Calculated Cost per Acre	\$6,232.02/acre
Developed Area Size	195.662 acres
Developed Area Portion	\$1,219,369.39 (City Cost)
Undeveloped Area Size	221.622 acres (LID)
Undeveloped Area Portion	\$1,381,152.61 (LID Cost)



Shaded/Service Area =
417.284 acres

LID Summary

- Only undeveloped properties included in LID
- Cost based on size of property being developed (bulk acreage)
- One-time fee to connect to system
- Payment due at final plat approval or at landowner's request for connection to system

Local Improvement District

LID Development Process

- Water & Sewer Board Recommendation – Completed on February 21, 2024
- Landowner Meeting – Completed on March 28, 2024

Funding Alternatives Evaluated

- Do Nothing
 - Cannot add NP water systems for existing and new developments
 - Each development must build individual NP systems for increased costs
- Increase PIF for All Development
 - \$1.3M represents about one third of the collected PIF revenue from 2023
 - Potential for increasing PIF by 32% for all developments
- Increase Water Rates for All Users: Additional \$91,000 per year in debt service paid for by all water rate payers
- Establish the Westgate Local Improvement District (Recommended): Allows costs allocated to users of Regional NP pump station

Recommended Action

- Westgate Non-Potable Irrigation Pump Station was recommended for approval by Water & Sewer Board and Department staff
- Recommend approval of the ordinance establishing Local Improvement District #346590 for the Westgate Non-Potable Irrigation Pump Station

Questions





Council Agenda Summary

July 16, 2024

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Appointment to Boards and Commissions - Youth Commission, Commission on Disabilities, and Golf Advisory Board

Summary:

Council appointments are needed due to vacancies and term expirations on the Youth Commission, Commission on Disabilities, and Golf Advisory Board and Stormwater Board. A Stormwater Board application was received but then later withdrawn by the applicant. City staff will continue recruiting for this vacancy.

Applicants were interviewed on July 10, 2024.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
---	----

Legal Issues:

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest. It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission. Should such conflicts arise, the Board or Commission member simply recuses themselves from that particular item. Such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Other issues and Considerations:

None.

Strategic Focus Area:



Business Growth



Community Vitality



High-Performance Government



Housing For All



Infrastructure and Mobility



Quality of Life



Safe and Secure Communities

Decision Options:

- 1) Appoint or reappoint the individuals to serve on an applicable board or commission
- 2) Direct staff to re-advertise applicable vacancy

Council's Recommended Action:

No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

Attachments:

1. Sample Ballot
2. July Transmittal



City of Greeley
Boards & Commissions
Appointment Ballot
July 16, 2024
Clerk's Tally

Applicants for the boards and/or commissions listed below are in alphabetical order and recommendations from the interview team are shown in bold. Virtual interviews are customarily held on the second week of each month, and appointments are decided during the second City Council meeting (third week of the month).

***** BALLOT *****

Youth Commission	
<i>9 Positions: 2 Year Term</i>	
☐ Phynix Stull	
☐ (Recruit for Additional Applicants)	

Golf Advisory Board	
<i>1 Position: 3 Year Term</i>	
☐ Melissa Jensen	
☐ (Recruit for Additional Applicants)	

Commission on Disabilities	
<i>1 Positions: 3 Year Term</i>	
☐ Todd "Micah" Page	
☐ (Recruit for Additional Applicants)	

(I) Incumbent

Boards & Commissions Transmittal

July 10, 2024

Key Staff Contact: Jennifer Middleton 970-350-9743

Interview Date

July 10, 2024

Council Interview Team

Councilmembers DeBoutez and Olson

Council Appointment Date

July 16, 2024

Boards and Commissions Being Interviewed

- **Youth Commission**
- **Golf Advisory Board**

- **Commission of Disabilities**

Council's Recruitment and Qualifications Policy

General recruitment efforts shall be made with special measures being taken to balance ward representation and attract minority and special population applicants. Generally, volunteers will be limited to serving on one board or commission at a time. (14.2. (c)(2) City Council, Policies and Protocol).

Demographic information of existing board members and any specialty requirements are contained within the attached Membership Rosters.

Legal Issues

The City Attorney's Office reviewed the applications and the attached memorandum addresses any potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Applicable Council Goal or Objective

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

Decision Options

1. Recommend candidates for appointment; or
2. Direct staff to re-advertise applicable vacancy.

Attachments

1. Interview Schedule
2. Conflict Memorandum from City Attorney's Office
3. Sample Ballot
4. Membership Rosters from above mentioned Boards and Commissions
5. Applications of those being considered for interview and/or considered for appointment

Transmittal reviewed by: RL Raymond Lee, City Manager HL Heidi Leatherwood, City Clerk



Council Agenda Summary

Title:

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



Council Agenda Summary

Title:

Scheduling of Meetings, Other Events

Summary:

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Planning Calendar and Schedule for City Council Meetings and Work Sessions and make any necessary changes regarding any upcoming meetings or events.

Attachments:

Council Meetings and Other Events Calendars

Council Meeting and Work Session Schedule/Planning Calendar

Council Meetings and Other Events Calendars

July 15 - August 10, 2024

Tuesday, July 16, 2024

- Greeley Fire Department - Deputy Chief Jeff Stranahan Retirement Ceremony 1155 10th Ave Fire Station 1
- City Council Meeting 6 p.m.

Wednesday, July 17, 2024

- Council Budget Retreat 8:30 a.m. Council Chambers (1001 11th Avenue Greeley, CO 80631)

Thursday, July 18, 2024

- Downtown Development Authority 7:30 a.m. 802 9th St #100, Greeley, CO 80631
 - Greeley Refugee Quarterly Community Consultation 10 a.m. 3001 8th Ave. Suite 100 Evans, CO 80631
 - Airport Authority 3:30 p.m. Greeley-Weld Airport, 600 Airport Road
-

Monday, July 22, 2024

- Greeley Chamber of Commerce 11:30 a.m.

Tuesday, July 23, 2024

- City Council Work Session Meeting 6 p.m.

Thursday, July 25, 2024

- Poudre River Trail 7:30 a.m.
- Annual Naturalization Ceremony 8 a.m. 1475 A St (1475 A St, Greeley, Colorado 80631)
- Dallas Trip

Friday, July 26, 2024

- Dallas Trip 8 a.m.

Saturday, July 27, 2024

- 2024 Arts Picnic 9 a.m. Lincoln Park (800 10th Ave, Greeley, CO 80631)

Sunday, July 28, 2024

- 2024 Arts Picnic 9 a.m. Lincoln Park (800 10th Ave, Greeley, CO 80631)
-

Tuesday, July 30, 2024

- CDOT Region 4 Support for MERGE Project Discussion 2 p.m. 1000 10th Street Greeley CO, 80631 (Olson and Gates)
- City Council Meeting Cancelled – 5th Tuesday

Wednesday, July 31, 2024

- Upstate Colorado Economic Development 7 a.m.

Thursday, August 1, 2024

- Poudre River Trail 7:30 a.m.
 - Island Grove Advisory Board 3:30 p.m.
 - North Front Range MPO Meeting 6 p.m.
-

Tuesday, August 6, 2024

- City Council Meeting 6 p.m.

City Council Meeting Scheduling 2024			
	7/9/2024		
	This schedule is subject to change		
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
July 16, 2024 Council Meeting	Introduction - Mandy Shreve, Director of Homeless Solutions	Mayor	Intro
	Introduction - Rachel Flynn Deputy City Manager IG & SIE	Mayor	Intro
	Introduction - Peter Perez Office of Emergency Management Director	Mayor	Intro
	Minutes - June 4 & June 18 CC; June 11 & June 25 WS	Heidi Leatherwood	Consent
	Motion- Special Meeting for July 30, 2024	Heidi Leatherwood	Consent
	Motion- Appointment to the Greeley/Weld County Housing Authority	Heidi Leatherwood	Consent
	Resolution - Authorizing City Attorney to Opt-in to Kroger Settlement	Stacey Aurzada	Consent
	Resolution - Amendment to Cooperation Agreement Between the City and GURA	John Hall	Consent
	Resolution - Agreement with DOLA Grant Funds Supportive Housing for Olmstead Advancement Program	Juliana Kitten	Consent
	Intro & 1st Rdg Ord - Campaign Contributions Limits and Election Amendments	Heidi Leatherwood/Stacey Aurzada	Consent
	Intro & 1st Rdg Ord - Ballot Initiative Collective Bargaining for Police Sergeants	Stacey Aurzada	Consent
	Intro & 1st Rdg Ord - GPOA Agreement	Kimberly Souhtern-Weber	Consent
	Intro & 1st Rdg Ord - Eminent Domain Poudre River Ranch Stormwater Drainage Improvement Project	Bhooshan Karnik/ Paul Trombino	Consent
	Intro & 1st Rdg Ord- Ashcroft Local Improvement District	Sean Chambers	Consent
	Intro & 1st Rdg Ord - Authorize a loan through Colorado Water Resources and Power Development Authority	Sean Chambers	Consent
	PH & 2nd Rdg Ord - Eminent Domain 37th Street Bridge Project	Bhooshan Karnik/ Paul Trombino	Regular
	PH & 2nd Rdg Ord - Request for Eminent Domain Authority for 83rd avenue and 4th Street Project	Bhooshan Karnik/ Paul Trombino	Regular
	PH & 2nd Rdg Ord - Request for Eminent Domain Authority for 23rd Avenue and 4th/5th Street Project	Bhooshan Karnik/ Paul Trombino	Regular
	PH & 2nd Rdg Ord - Westgate Non-Pot Local Improvement District	Ryan Duve/ Adam Prior/ Sean Chambers	Regular
	Boards & Commissions Appointments	Heidi Leatherwood	Regular
	Executive Session - Potential Settlement of Litigation	Stacey Aurzada	Executive Session
	Greeley/Weld Airport Future Vision	Paul Trombino	WS
	June Polling Results	Kalen Myers	WS
	Ballot Measure Decisions	Kalen Myers	WS
	Executive Session - West Greeley	John Hall	
August 06, 2024 Council Meeting	Minutes July 2, 2024 CC: July 9 WS	Heidi Leatherwood	Consent
	Resolution - IGA coordinate election with the County	Heidi Leatherwood	Consent
	Resolution - Private Activity Bonds Retention	Ashley Weesner	Regular
	Resolution - Union Colony Donation	Diana Frick	Consent
	Intro & 1st Rdg Ord - Ballot Measure	Kalen Myers	Consent
	Intro & 1st Rdg Ord- Ballot Measure	Kalen Myers	Consent
	Intro & 1st Rdg Ord - Ballot Measure	Kalen Myers	Consent

City Council Meeting Scheduling 2024			
	7/9/2024		
	This schedule is subject to change		
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
	Intro & 1st Rdg Ord - Amending Article X of Chapter 5 of Title 2 Greeley Municipal Code Relating to Museums	Chris Bowles/Diana Frick	Consent
	Intro & 1st Rdg Ord - Water Development Code Revisions	Sean Chambers	Consent
	PH & 2nd Rdg Ord - Campaign Contributions Limits and Election Amendments	Heidi Leatherwood/Stacey Aurzada	Regular
	PH & 2nd Rdg Ord - Ballot Initiative Collective Bargaining for Police Sergeants	Stacey Aurzada	Regular
	PH & 2nd Rdg Ord - GPOA Agreement	Kimberly Souhtern-Weber	Regular
	PH & 2nd Rdg Ord - Request for Eminent Domain Authority for Poudre River Ranch Stormwater Drainage Improvement Project	Bhooshan Karnik/ Paul Trombino	Regular
August 13, 2024 Council Work Session	1st and 2nd Quarter Finance Information	Tyra Litzau/Robert Miller	Work Session
	Image and Tourism Update	Jaqueline Villegas	Work Session
	Planning Commission Interviews	Heidi Leatherwood	Work Session
	Purchasing Code Updates	Caleb Weitz	Work Session
August 20, 2024 Council Meeting	Proclamations - National Public Lands Day Proclamation	Mayor	Intro
	Minutes - July 16 CC; July 23 WS	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Code amendment to change the retention period for Administrative Hearing Officer Records	Tasha Reynolds/ Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Purchasing Code Updates	Caleb Weitz	Consent
	Intro & 1st Rdg Ord - Housing for All Advisory Board	Deb Callies	Consent
	PH & 2nd Rdg Ord - Ballot Measure	Kalen Myers	Regular
	PH & 2nd Rdg Ord - Ballot Measure	Kalen Myers	Regular
	PH & 2nd Rdg Ord - Ballot Measure	Kalen Myers	Regular
	PH & 2nd Rdg Ord - Amending Article X of Chapter 5 of Title 2 Greeley Municipal Code Relating to Museums	Chris Bowles/Diana Frick	Regular
	PH & 2nd Rdg Ord- Ashcroft Local Improvement District	Sean Chambers	Regular
	PH & 2nd Rdg Ord - Authorize a loan through Colorado Water Resources and Power Development Authority	Sean Chambers	Regular
	Boards & Commissions Appointments	Heidi Leatherwood	Regular
August 27, 2024 Council Work Session	Open Space Naming and Updates	Diana Frick	WS
	Community Survey Results	Winna MacLaren	WS
	Poudre River Restoration Initiative Project Overview	Victoria McKennan/Paul Trombino	WS
	Council Policies and Protocol	Heidi Leatherwood	WS
September 03, 2024 Council Meeting	Minutes - August 6 CC; August 13 WS	Heidi Leatherwood	Consent
	Resolution - Council Policies and Protocol	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - H-P Tract 3A Rezone (Tentative)	Michael Franke/Brian McBroom	Consent
	PH & 2nd Rdg Ord - Water Development Code Revisions	Sean Chambers	Regular

City Council Meeting Scheduling 2024			
	7/9/2024		
	This schedule is subject to change		
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
	PH & 2nd Rdg Ord - Code amendment to change the retention period for Administrative Hearing Records	Tasha Reynolds/ Heidi Leatherwood	Regular
	PH & 2nd Rdg Ord - Purchasing Code Updates	Caleb Weitz	Regular
	PH & 2nd Rdg Ord - Housing for All Advisory Board	Deb Callies	Regular



Council Agenda Summary

July 16, 2024

Key Staff Contact: Stacey Aurzada, City Attorney

Title:

A motion to go into Executive Session for the purpose of receiving legal advice related to potential settlement of litigation

Summary:

The City Attorney's office has received a settlement offer. City Council may move for an executive session to request and receive legal advice to consider potential settlement of litigation. If Council concurs, a motion to adjourn into Executive Session is needed.

Fiscal Impact:

Legal Issues:

Other issues and Considerations:

Strategic Focus Area:



Safe and Secure Communities

Decision Options:

Council's Recommended Action:

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Sections 24-6-402(4)(b) and 24-6-402(4)(e)(I), Greeley Municipal Code Sections 2-151(a)(2) and 2-151(a)(5):

To receive legal advice to consider potential settlement of litigation.

Attachments:

None



Council Agenda Summary

Title

Adjournment