Greeley City Council Agenda

Special Meeting
Tuesday, July 30, 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/81700584805 Webinar ID: 817 0058 4805

NOTICE:

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

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

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

Watch Meetings:

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

Meetings are televised live on GTV8 on cable television.

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

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

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

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

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1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. A resolution authorizing the City Manager to execute a Memorandum of Understanding with the Water Valley Company
5. 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
6. Adjournment

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.

Council Agenda Summary

July 30, 2024
Key Staff Contact: John Hall, Economic Development Director, Stacey Aurzada, City Attorney

Title:

A resolution authorizing the City Manager to execute a Memorandum of Understanding with the Water Valley Company

Summary:

The Water Valley Company has expressed interest in working with the City to evaluate the viability, feasibility and public benefit of a public-private partnership for the possible development of a mixed-use, transit-oriented, entertainment district development. In anticipation of this evaluation, the City has negotiated a non-binding Memorandum of Understanding (MOU) with The Water Valley Company, which will set forth each party's responsibilities and commitments towards evaluating possible development opportunities. This Resolution will authorize the City Manager to execute the MOU.

Fiscal Impact:

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

Legal Issues:

The Memorandum of Understanding has been reviewed by the City Attorney. If Council adopts the Resolution, changes to the Memorandum of Understanding may be made only if the changes are consistent with the terms, conditions, and objectives of the Memorandum of Understanding presented to Council, and only with the approval of the City Attorney.

Other issues and Considerations:

None.

Strategic Focus Area:

Business Growth

Community Vitality

Infrastructure and Mobility

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. 24, 2024
2. Memorandum of Understanding with the Water Valley Company

CITY OF GREELEY, COLORADO
RESOLUTION NO. 24, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE WATER VALLEY COMPANY

WHEREAS, as a home rule municipality of the State of Colorado, the City has plenary legislative power with respect to matters of local concern as well as matters of mixed statewide and local concern as to which the general assembly of the State has not already acted; and

WHEREAS, support for economic development within the City, including the creation of reliable sources of tax revenue, the attraction of tourism related industries, and the development of housing are all legitimate and desirable subjects of action by the City and serve an important public purpose; and

WHEREAS, The Water Valley Company is interested in working with the City to evaluate the viability, feasibility and public benefit of a public-private partnership for the possible development of a mixed-use, transit oriented, entertainment district development to be located in the City; and

WHEREAS, the parties have negotiated a non-binding Memorandum of Understanding which will set forth their responsibilities and commitments towards evaluating possible development opportunities; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City to authorize execution of the Memorandum of Understanding with The Water Valley Company.

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

Section 1. The City Manager is authorized to finalize and execute a Memorandum of Understanding with The Water Valley Company, in a form modified and approved by the City Attorney consistent with the terms, conditions, and objectives of the Memorandum of Understanding presented to Council.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 30th DAY OF JULY, 2024.

ATTEST	**THE CITY OF GREELEY, COLORADO**
By:______________________________	**By:**______________________________
City Clerk	**Mayor John Gates**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), dated ________ __, 2024, is by and between The Water Valley Company ("TWVC"), and the City of Greeley, Colorado (the "City"). TWVC and the City may each be referred to in this MOU as a "Party" and collectively as the "Parties." This MOU sets forth the understanding of TWVC and the City with respect to the actions that each will undertake in connection with the evaluation of the viability, feasibility and public benefit of a possible development of certain real property located on the west side of the City as described in Exhibit A (the "Property").

I. Background

The City and TWVC wish to evaluate the viability, feasibility and public benefit of a public-private partnership for the possible development of the Property into a mixed-use, transit oriented, entertainment district development that includes a new arena and ice center, a new transit center/multimodal hub with connections to local, intercity and national bus service, retail, lodging (which is anticipated to include a water park hotel), and mixed-income and affordable housing (collectively, the "West Side Project"). The West Side Project is intended to be a catalyst for development on the west side of the City that will provide significant social and economic benefits to the City and its residents, including job creation, public transportation options and increased tax revenue.

TWVC is a long-standing local company that possesses significant and relevant experience in commercial, residential, entertainment / recreation, and public infrastructure real estate development, collaboration with public entities, the creation and use of public / private financing methods, and marketing, branding, and managing projects of a similar size, scope, and nature to be a valuable partner to the City in connection with the possible development of the West Side Project on the Property.

The purpose of this MOU is to describe certain preliminary actions that the City and TWVC wish to pursue in connection with the evaluation of the viability, feasibility and public benefit of the possible development of the West Side Project on the Property.

II. Preliminary Actions

The Parties agree that they will take the following actions in connection with evaluating the viability, feasibility and public benefit of the possible development of the West Side Project:

A. The City will:

   i. Analyze and evaluate options for, and the feasibility and public benefit of, financing and constructing a new 8,600 seat arena and ice center with at least three sheets of ice, and the associated parking, public spaces and other amenities.
   ii. Analyze and evaluate utility and infrastructure feasibility and costs to serve the new arena, ice center, and the overall West Side Project.
   iii. Evaluate available public financing tools that could be used for the development of portions of the West Side Project, including tax rebate agreements, tax increment

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financing, direct contributions, bond issuances, and public improvement fees and related credits.

iv. Evaluate options for the creation of quasi-municipal entities, including general improvement districts, metropolitan districts, and regional transportation authorities, and nonprofit corporations that could be used to finance portions of the West Side Project.

v. Analyze and evaluate transit center/intermodal hub and transit-oriented development feasibility, costs, and public benefit, and potential financing options, including Transportation Infrastructure Finance and Innovation Act (TIFIA) financing options and Railroad Rehabilitation and Improvement Financing (RRIF) options.

vi. Analyze and evaluate the City's current water supply and its ability to serve the West Side Project at full buildout.

vii. Evaluate options for purchasing or otherwise compensating TWVC for the acquisition of the arena site.

viii. Commence work to secure protection for a trademark and logo for the West Side Project.

ix. Conduct a feasibility study and evaluate project feasibility for the entire West Side Project.

x. Conduct an economic impact study of the proposed arena, ice center, and waterpark hotel to determine the temporary economic impact associated with their construction as well as the permanent economic benefits associated with the ongoing operation of these facilities, including the impact on employment, spending, tourism, and tax revenues, and the potential downstream economic benefits created or caused by these new facilities.

xi. Other items as needed.

B. TWVC will:

i. Develop a conceptual plan for the development of a new water park hotel, events complex, and other public amenities to be located adjacent to the new arena.

ii. Assess the market for various uses of the Property, including commercial and residential uses, gauge the interest of retailers and other commercial users that TWVC would attempt to attract to the Property, and produce a market report.

iii. Provide the City with information regarding the Colorado Eagles' financial performance at Blue Arena and projected performance at the new arena as the new ice arena's anchor tenant.

iv. Provide the City with updates on its efforts to have the Northern Colorado Youth Hockey program move to the West Side Project and occupy the new ice center.

v. Develop a marketing plan for the promotion and development of attractions to be located within the West Side Project.

vi. Provide the City with analysis, designs, plans, projections, pro forma, and other work product related to the Developer's vision for the development of the West Side Project.

vii. Other items as needed.

C. The City and TWVC will jointly:

i. Establish a shared vision and shared goals for the development of the West Side Project and develop an overall plan for the development of the West Side Project on the Property.

ii. Review and evaluate project viability, feasibility and public benefit, and potential financing responsibilities and mechanisms for different portions of the West Side Project, including the necessary public infrastructure and utilities, the arena, the water park hotel, the transit center/multimodal hub, and the private residential and commercial improvements.

iii. Establish the proposed phasing for the West Side Project and determine which Party will own the site for the specific phases and whether any property will need to be acquired from unrelated third parties.

iv. Identify the roles that each Party will take in connection with the development of different portions of the West Side Project, how development services will be procured and paid for and how revenues from portions of the West Side Project will be allocated.

v. Establish a proposed infrastructure plan.

vi. Establish a tentative timeline for completing certain deliverables and achieving specific milestones in connection with the evaluation of the viability, feasibility and public benefit of the West Side Project, and the planning, design and construction of the West Side Project.

vii. Other items as needed.

III. <u>Costs</u>

TWVC and the City, subject to prior appropriation by the City Council, shall bear the costs of their respective deliverables as outlined above. Where there are additional deliverables identified as necessary in this process, the cost sharing shall be agreed upon in advance with the general principle being – those costs that are for the benefit of the arena and the ice center, and the public infrastructure related thereto, shall be borne by the City, subject to prior appropriation by the City Council, and those costs that are specific to the private development proposal (such as market studies and conceptual vertical construction pricing) shall be borne by TWVC. Those costs that shall benefit both the City and TWVC (such as project feasibility analysis, public amenity design, and conceptual infrastructure cost estimates that serve the development at large) shall be shared equitably, subject to prior appropriation by the City Council for the City's share. Any financial obligation which the City determines to undertake will be subject to prior appropriation by the City Council.

IV. <u>Negotiation of a Public Private Partnership Agreement; Exclusive Right to Negotiate</u>

A. The Parties anticipate that if the preliminary work contemplated in this MOU shows that development of the West Side Project on the Property meets the shared vision and goals of the Parties and is viable, financially feasible and provides a demonstrated public benefit, the Parties intend to negotiate a definitive development, public financing or other type of public-private partnership agreement (the “PPP Agreement”) for the financing and development of some or all of the West Side Project.

B. TWVC and the City shall have a one-year exclusive right from the date of this MOU to negotiate a PPP Agreement acceptable to the Parties for the proposed development of the West Side Project. The Parties agree to work together in good faith to determine whether development of the West Side Project meets the shared vision and goals of the Parties and is viable, financially feasible, and provides a demonstrated public benefit and, if so, to work together in good faith to negotiate and agree to a PPP Agreement. The one-year exclusive right period may be extended upon the mutual written agreement of the parties.

V. Miscellaneous

A. Neither Party may assign this MOU or any of its rights hereunder without the prior written consent of the other Party.

B. Nothing contained herein shall be construed to require TVWC or the City to undertake the West Side Project, execute any agreement or grant any approval in connection with the West Side Project.

C. This MOU may be executed in counterparts by manual or facsimile signature, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

D. The laws of the State of Colorado shall govern this MOU.

E. The terms and conditions outlined in this MOU are not an exhaustive list of all the material terms, conditions or actions required to evaluate the viability, feasibility and public benefit of the West Side Project. This MOU is conceptual and does not create a binding agreement by the Parities, except for as set forth in Section IV regarding the Parties exclusive right to negotiate a PPP Agreement. All terms and conditions set for the herein, except as set forth in Section IV regarding the Parties exclusive right to negotiate a PPP Agreement, are contingent upon and subject to the final agreements and approvals of TWVC and the City, following review and approval as to legal form.

F. The Parties do not intend to form a partnership or other joint venture by executing this MOU.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have set forth their respective hands as of the date first written above.

THE WATER VALLEY COMPANY

By: ______________________________
Name: Martin Lind
Title: President

CITY OF GREELEY, COLORADO

By: ______________________________
Name: Raymond C. Lee III
Title: City Manager

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EXHIBIT A

Property to be located on the west side of Greeley—generally west of Promontory with close proximity to Highway 34 and within the previously established and defined growth management area

City Council Special Meeting
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