

Greeley City Council Agenda

Regular Meeting
Tuesday, August 6, 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/85706217450>

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.

Comment in real time:

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



In person attendees can address the Council in the Chambers.



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

Submit written comments:



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



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



Mayor

John Gates

Councilmembers

Tommy Butler - Ward I

Deb DeBoutez - Ward II

Johnny Olson - Ward III

Dale Hall - Ward IV

Brett Payton - At-Large

Melissa McDonald - At-Large



City Council Regular Meeting Agenda

August 6, 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/85706217450>

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 Work Session Proceedings of July 9, 2024
10. A resolution authorizing the city to enter into an Intergovernmental Agreement with Weld County to participate in the November 5, 2024, Coordinated Election, and authorizing the City Clerk to sign said Intergovernmental Agreement
11. Introduction and first reading of an ordinance amending Article X of chapter 5 of Title 2 of the Greeley Municipal Code relating to Museums
12. Introduction and first reading of an ordinance amending sections 6-29, 6-422, 6-445, 6-446, 6-477, 6-481, 20-151 and 20-152 of the Greeley Municipal Code

13. Introduction and first reading of an ordinance to amend Title 20, Chapter 3 of the Greeley Municipal Code relating to water and sewer service
14. 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 to Part 1, Article V of the Greeley Municipal Charter regarding financial operations
15. Introduction and first reading of an ordinance submitting to the registered electors of the City of Greeley at the coordinated election to be held November 5, 2024, the question of authorizing the City Council to extend the current sales tax on food
16. Introduction and first reading of an ordinance submitting to the registered electors of the City of Greeley, at the coordinated election to be held November 5, 2024, the question of authorizing the City to increase debt by \$65 Million in order to fund transportation improvements

End of Consent Agenda

17. Pulled Consent Agenda Items
18. Public hearing and second reading of an ordinance amending Campaign Finance Contribution Limits and creating an administrative process for election requirements, complaints and enforcement issues
19. Public hearing and second 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
20. Public hearing and second 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
21. Public hearing and second reading of an ordinance relating to the acquisition of Real Property by Purchase or Exercise of Eminent Domain (Poudre River Ranch Stormwater Drainage Improvement Project)
22. A resolution declaring the intent of the City of Greeley, Colorado to issue Revenue Bonds in connection with financing residential facilities for low and middle income families or persons
23. 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
24. Scheduling of Meetings, Other Events
25. 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

Title:

Recognitions and Proclamations

Summary:

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

Attachments:

Item 5 – What's Great About Greeley Presentation



City Council Meeting
August 6, 2024

An aerial photograph of a city, likely Denver, with a large white banner overlaid in the center. The banner contains the text "In all ways, we will transmit this City not only, not less, but greater and more beautiful than it was transmitted to us." in a bold, blue, italicized font. The city below shows various buildings, including a large brick building on the left, and a mix of green trees and urban development. In the background, a range of mountains is visible 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

Weld County Department of Humans Services Earns 2023 C-Stat Distinguished Performance Award

- Weld County is the only large county (population 100,000+) that received this recognition.



UCHealth Greeley Included on Lown Institute's 'Top 10 Acute Care Hospitals' List

- Institute reviewed 2,784 acute care hospitals
- Rankings based on equity, value and outcomes



City of Greeley Receives over \$3.5 Million from Federal Transit Administration for Regional Bus Route

- Funds will be used to purchase five compressed natural gas buses.
- Buses will be used on a new, limited-stop bus route between Greeley and Loveland.



Northridge Seniors Jeff Nguyen and David Rivera Jr. Take 2nd at National Problem-Solving Design Challenge

- TSA: Technology Student Association
- Jeff working with the City of Greeley as a planning intern through School District 6.



UNC Awarded African American Civil Rights Grant from National Park Service for Dearfield Project

- University of Northern Colorado will use funds to hire an architect, a general contractor, and support work on remaining structures at Dearfield
- Dearfield is located east of Greeley.



City of Greeley Awarded \$261,977 Grant from the Land and Water Conservation Fund

- Funds will be used to move a one mile section of the Poudre River Trail to lessen erosion and flooding issues.



166 District 6 Students Earned Prestigious AP Scholar Awards

- Greeley Central – 67 AP Scholars
- Greeley West – 41 AP Scholars
- Northridge – 39 AP Scholars







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 Meeting	•Next grant application expected May 2023	• City was awarded a RAISE grant for \$20.5 Million. City has submitted for a MPDG grant and is waiting on the results. Discussions continue with CDOT on the 1601 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	• Final plans due by August.	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 construction for this section.	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. Completed 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
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	1st Rdg July 16; 2nd Rdg PH Aug 6	CAO
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 work session presentation in September	Paul Trombino



Council Agenda Summary

August 6, 2024

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

A motion to approve the City Council Work Session Proceedings of July 9, 2024

Summary:

A Work Session of the City Council was held in City Council Chambers on July 9, 2024. The draft proceedings of the meeting is presented for the Council's review and approval.

Fiscal Impact:

1. 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. Council Work Session Minutes July 9, 2024

City of Greeley, Colorado
CITY COUNCIL WORK SESSION REPORT
July 9, 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 Butler thanked staff for the parade planning and mentioned that it was exciting to have all councilmembers present for the event.

5. Proposed Amendment to the Cooperation Agreement Between the City of Greeley and the Greeley Urban Renewal Authority (GURA)

Director of Economic Development and Urban Revitalization John Hall introduced the item at 6:01 p.m.

An updated Cooperation Agreement will reflect that Greeley Urban Renewal Authority (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 the administration of Department of Housing and Urban Development (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 the City Council by the City Manager's Office and Housing Department staff.

Councilmember Butler asked what would happen to the HUD Community Planning and Development funds. Mr. Hall clarified that the Housing Department handles these activities. Housing Director Deb Callies responded that in the absence of an advisory board all the consideration would come before council. An item on the agenda to create a Housing Advisory Board will be forthcoming.

Councilmember Olson requested clarification if the advisory board would report to GURA or Council, and inquired why the funds need to be separated. Ms. Callies clarified that GURA would not be part of the equation. Mr. Hall added that the state statute is specific about the authorities of Urban Renewal Boards. Historically for Greeley, the two functions were blended, however, as the City has grown, it is necessary to separate decisions related to tax increment dollars specific to revitalization, versus the housing funds and HOME dollars that relate to housing strategy. Councilmember DeBoutez added it is Federal funds vs. Local funds. Mr. Hall also noted that mixing Federal, State, and Local dollars can be problematic.

Councilmember McDonald asked if the advisory board would require additional staff or resources. Ms. Callies replied that additional resources would not be required for the housing side.

Councilmember Olson asked how much money the housing department would receive and asked for an explanation of the budget. Ms. Callies explained, each year the budget is approximately \$1M to \$1.2M with very clear definitions of how those funds can be used.

Council consensus was in favor of the amendment coming before Council at a future council meeting.

6. Stormwater Improvements and Rate Impacts

Public Works Director Paul Trombino introduced the item at 6:15 p.m. and Stormwater Manager Karen Reynolds was available for questions.

Staff provided an overview of the Downtown Stormwater Master Plan and key cost implications. The presentation included scheduling for the stormwater improvements in the Downtown and Poudre River Ranch neighborhood and impact on the 2025 stormwater rate. Mr. Trombino pointed out that Slide 9 showed the possible rate increase scenarios and what projects would be moving forward as rates increased.

Councilmember Olson asked for clarification on the rate increase and what could be accomplished with less money if projects were completed earlier than the 10 years. Mr.

Trombino explained the timeline and provided clarification. He also confirmed that inflation costs were built into the equation.

Mayor Gates noted that the timeline was vague, and he supposed that the projects had priority levels based on some kind of criteria. However, when downtown businesses that were impacted by the latest Greeley storm hear from the City that the phased project will be completed with a period of 15 years, businesses and residents are not comforted. Mr. Trombino reviewed the original schedule and explained the connections that need to be completed.

Councilmember McDonald shared her concern that \$10 additional per month was a lot of money to some households. She asked how many people who “late pay” would be affected. Ms. Reynolds replied that this component was monitored closely, and the percentage of late payments was small for regular residential accounts. She added that she did not know what the impact would be and if a rate increase would trigger a substantial rise in shut offs. She noted that there is a cost of using utility. Mr. Lee mentioned how important it was to look holistically at the entire utility bill. Stormwater was a component of the total bill. He added that Council will hear more from the public as we go through public hearings and the budgeting process.

Councilmember Butler expressed the importance of messaging “why” the rate and therefore the bill was increasing. He would like to see other funding options for Poudre River Ranch, sharing that he struggled to ask for the whole city to pay for one area.

Councilmember DeBoutez added that the water department offers utility assistance program and asked if these programs could offset the increase. Ms. Reynolds clarified that there is assistance for water only. Councilmember DeBoutez stressed that messaging the available assistance must be communicated to alert residents. She also agreed that Poudre River Ranch improvements need a separate funding mechanism.

Councilmember Olson agreed with the idea of helping people find their way to the assistance program. He disagreed that Poudre River Ranch needs to be separate and believed that the area should be fixed. Councilmember Olson emphasized that the project be completed soon because the cost of repair increases every year.

Mr. Trombino returned to the presentation to speak on cost recovery options for Poudre River Ranch. See Slide 11.

Councilmember Payton agreed that it was frustrating to see rate increases and these projects need to be completed because of flooding risks.

Mayor Pro Tem Hall discussed funding options and noted that would be hard to delineate what neighborhoods should pay for what projects. Benefits are derived citywide for projects like these.

Council discussion ensued.

Councilmember McDonald asked if the rate increase was for every property owner in Greeley. Ms. Reynolds clarified that the increase is not just for these projects but include rehabilitation programs city-wide.

Councilmember Olson added that messaging should explain how the bill includes both water and stormwater fees.

Mayor Gates added that the graphs help tell the story.

Council consensus was to proceed with the 61% increase and complete the needed projects.

7. Scheduling of Meetings, Other Events

None.

8. Adjournment

Mayor Gates adjourned the meeting at 7:02 p.m.

John D. Gates, Mayor

Attest:

Heidi Leatherwood, City Clerk



Council Agenda Summary

August 6, 2024

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

A resolution authorizing the city to enter into an Intergovernmental Agreement with Weld County to participate in the November 5, 2024, Coordinated Election, and authorizing the City Clerk to sign said Intergovernmental Agreement

Summary:

Since 1994, the City of Greeley has chosen to conduct its municipal elections in a collaborated effort with the Weld County Clerk and Recorder when it conducts general elections. To participate in a coordinated election with the County, an Intergovernmental Agreement (IGA) is required, listing the responsibilities of both parties and setting payment by the City of Greeley to Weld County. The statutory deadline for submitting the IGA is August 27, 2024.

Utilizing the processes and logistics of the County's election department minimizes election costs for the City of Greeley, since costs are shared across the many other neighboring municipalities choosing to coordinate with the County. Statistics show that combining efforts (state, county and municipal) in this way promotes greater voter awareness and participation. The City of Greeley will submit charter amendments to the 2024 ballot.

Fiscal Impact:

1. Does this item create a fiscal impact on the City of Greeley? Yes
2. If yes, what is the initial, or, onetime impact? One time. \$86,336
3. What is the annual impact? N/A
4. What fund of the City will provide Funding? General
5. What is the source of revenue within the fund? Election Line in the City Clerks Office Budget
6. Additional Comments: The fee charged to participate in the coordinated election is \$1.25 per registered voter. While the number of registered voters varies, there are approximately 69,000 active and inactive registered voters in Greeley.

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

A motion to adopt the resolution.

Attachments:

1. Resolution No. 25, 2024

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 25, 2024**

**A RESOLUTION OF THE GREELEY CITY COUNCIL AUTHORIZING THE CITY TO ENTER
INTO AN INTERGOVERNMENTAL AGREEMENT WITH WELD COUNTY TO PARTICIPATE
IN THE NOVEMBER 5, 2024, COORDINATED ELECTION, AND AUTHORIZING THE CITY
CLERK TO SIGN SAID INTERGOVERNMENTAL AGREEMENT**

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

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

WHEREAS, the City has determined that it is in the best interests of the City to participate in Weld County's November 5, 2024, General Election, as a "coordinated election", as such term is defined in the Uniform Election Code of 1992, as amended, which also contemplates the entry into and performance of an intergovernmental agreement to cooperate in the conduct and financing of an election; and

WHEREAS, the County Clerk and the City have determined that it is in the best interest of Weld County, the City, and their respective inhabitants to cooperate and contract concerning the November 5, 2024, General Election upon the terms and conditions contained in the attached intergovernmental agreement; and

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

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

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

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

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

Agreement; and

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

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayor

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

City of Greeley, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 5, 2024, General Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 5, 2024; and

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

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

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

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

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 5, 2024, General Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish (US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content.
- d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).
- g. Pay the sum of \$1.25 per registered elector eligible to vote in the Jurisdiction's election as of November 5, 2024, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 or 1-11-215, except for costs collected from an "interested party"

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

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

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

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

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

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

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

5. Additional Provisions

a. Time of the Essence.

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

b. Right of Termination.

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

c. No Waiver of Privileges or Immunities.

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

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

d. No Third Party Beneficiary Enforcement.

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

e. Entire Agreement, Modification, Waiver of Breach.

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

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

Rudy Santos
Phone: (970) 400-3059
Fax: (970) 304-6566
Email: rsantos@weld.gov
Address: PO Box 459, Greeley, CO 80632

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

Designated Election Official for Jurisdiction: Heidi J. N. Leatherwood

Phone: 970-350-9742

After hour phone number: 970-690-5549

Additional Contact Information:

Fax: _____

E-mail: heidi.leatherwood@greeleygov.com or cityclerk@greeleygov.com

Address: 1000 10th St. Greeley, Colorado 80631

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

DATED this _____ day of _____, 2024.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Kevin Ross, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

City of Greeley
APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)



Council Agenda Summary

August 6, 2024

Key Staff Contact: Chris Bowles , Megan Weiler

Title:

Introduction and first reading of an ordinance amending Article X of chapter 5 of Title 2 of the Greeley Municipal Code relating to Museums

Summary:

The City of Greeley Museum and Historic Sites systems was established with the purchase of the Meeker Home Museum in 1929. The museum and collections of historical objects and documents was formerly adopted into the City Charter in 1958. Title 2, Chapter 5, Article X, Sections 2-443 and 2-444 of the Municipal Code directs the city to provide for museums by ordinance. The Museums now comprise four museum facilities, nearly forty historic buildings, and twelve acres of land. Currently, Meeker Home Museum retains an unclear designation as either parks or museum grounds. This ordinance will clarify the City Charter through code in the designation of museum land; recognize the professional stewardship of City collections; provide the ability to establish hours of operation of facilities and grounds; and give legal protection to cultural heritage sites from trespass outside of these hours.

Fiscal Impact:

1. 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:

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:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 20, 2024.

Attachments:

1. Ordinance No. 27, 2024 with Appendix A

CITY OF GREELEY, COLORADO
ORDINANCE NO. 27, 2024

**AN ORDINANCE AMENDING ARTICLE X OF CHAPTER 5 OF TITLE 2 OF THE
GREELEY MUNICIPAL CODE RELATING TO MUSEUMS**

WHEREAS, the stewardship in public trust preserves the collections of objects, documents, buildings and structures of historical significance to the City of Greeley and Weld County; and

WHEREAS, the interpretation of Greeley and Weld County's cultural development from prehistory to the present day provides educational benefits for of all Greeley and Weld County citizens; and

WHEREAS, the creation and maintenance of museum facilities as amenities contribute to the Quality of Life of citizens and visitors to Greeley; and

WHEREAS, the Museum Advisory Board recommends this ordinance be adopted; and

WHEREAS, the recommended addition to the Municipal Code would ensure the proper administration of the museums in the City of Greeley for future generations.

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

Section 1. That Sections 2-443 and 2-444 of Article X of Chapter 5 of Title 2 of the above-entitled ordinance shall be added as shown on Appendix A, attached hereto and incorporated herein.

Section 2. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 20th DAY OF AUGUST
2024.**

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A

ORDINANCE NO. 27, 2024

AN ORDINANCE AMENDING ARTICLE X OF CHAPTER 5 OF TITLE 2 OF THE GREELEY MUNICIPAL CODE

Section 1. Section 2-443 and 2-444 of Article X of Chapter 5 of Title 18 of the above-entitled ordinance shall be added to read as follows:

Sec. 2-443. Museum Administration.

(a) The City Council shall appropriate sums in its annual budget necessary for the maintenance, staffing and operation of the city's museums.

(b) The museums shall be operated, maintained and managed by museum staff as directed by the City Manager.

(c) The museums include the Greeley History Museum, Centennial Village Museum including structures and grounds, Meeker Home Museum including structures and grounds, and the White-Plumb Farm Learning Center including structures and grounds.

(d) The museums shall ethically collect and care for items on the basis of their educational, historical or exhibition value relating to the unique cultural development of Greeley from prehistory to the present. The museum collection shall primarily comprise of culturally significant items placed in the public trust and care of the museums through donations and loans.

(e) The museums shall provide for the development and presentation of inclusive educational programing, interpretive programs and exhibitions.

(f) Museum collections shall be the property of the City subject to the control of City Council and shall be administered in accord with the standards of the American Alliance of Museums. The museum collection shall not be considered a part of the City's inventory of fixed assets. The acquisition or disposal of items shall be under the advisement of the Museum Advisory Board, as set forth in Section 2-666(b) of this Code, and shall be subject to the Museums Collections Management Policy and other relevant policies of the City of Greeley. Acquisition and disposal of loaned items shall be governed by C.R.S. title 38, article 14.

Sec. 2-444. Museum Hours; Violation of Closed Hours Unlawful.

(a) The museum grounds of Meeker Home Museum and White Plumb Farm Learning Center are closed to the public between the hours of 11:00 p.m. and 5:00 a.m., unless an event or extension of hours has been authorized by the Director of Culture, Parks and Recreation. Centennial Village Museum and the Greeley History Museum are closed to the public at all times, except during designated open hours, events or private rentals where the public is invited. All museum structures are only open when appropriately staffed at hours designated by the Director.

(b) Notices of hours shall be posted in conspicuous places on museum grounds, sufficient to inform the public of the opening and closing hours of buildings and grounds.

(c) It is unlawful for any person to be on museum grounds or structures when the museum is closed to the public. This prohibition shall not extend to persons employed to work at the museum or authorized volunteers and during events of a public nature for which a permit has been previously granted. A violation is a misdemeanor offense and, upon conviction thereof, shall be punished pursuant to chapter 9 of title 1 of this Code.

Secs. 2-4435-2-460. Reserved.



Council Agenda Summary

August 6, 2024

Key Staff Contact: Stacey Aurzada, City Attorney, Allena Portis, Deputy City Manager/Chief Financial Officer

Title:

Introduction and first reading of an ordinance amending sections 6-29, 6-422, 6-445, 6-446, 6-477, 6-481, 20-151 and 20-152 of the Greeley Municipal Code

Summary:

The ordinance proposes amendments to the Municipal Code to provide the City Manager with the authority to delegate duties related to the City's financial operations to the appropriate City personnel.

The proposed changes to the Code will align the Code with the City's Council-Manager form of government, which is required by Section 1-2 of the City's Charter.

Fiscal Impact:

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

Legal Issues:

This ordinance has been reviewed by the City Attorney's Office.

Other issues and Considerations:

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:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 20, 2024

Attachments:

1. Ordinance No. 28, 2024 with Appendix A & B

CITY OF GREELEY, COLORADO

ORDINANCE NO. 28, 2024

**AN ORDINANCE AMENDING SECTIONS 6-29, 6-422, 6-445, 6-446, 6-477,
6-481, 20-151 and 20-152 OF THE GREELEY MUNICIPAL CODE**

WHEREAS, the Greeley Municipal Code provides a legislative framework for City functions; and

WHEREAS, it is necessary from time to time to modify sections of the Code to better clarify its provisions or update processes; and

WHEREAS, sections of the Code relating to procurement functions of the City should be updated so that the functions may be assigned in an appropriate way given the needs of the City; and

WHEREAS, sections of the Code relating to water and sewer billing should be updated so that these functions may be assigned in an appropriate way given the needs of the City; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens to amend the City's Code to make these changes.

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

Section 1. That Section 6-29 contained in Chapter 1 of Title 6 of the Greeley Municipal Code shall be amended as shown on Appendix A, attached hereto and incorporated herein.

Section 2. That Sections 6-422, 6-445, 6-446, 6-477, and 6-481 contained in Chapter 6 of Title 6 of the Greeley Municipal Code shall be amended as shown on Appendix A, attached hereto and incorporated herein.

Section 3. That Sections 20-151 and 20-152 contained in Chapter 3 of Title 20 of the Greeley Municipal Code be amended as shown in Appendix A.

Section 4. 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 5. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 20th DAY OF AUGUST 2024.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Appendix A
ORDINANCE NO. 28, 2024

**AN ORDINANCE AMENDING SECTIONS 6-29, 6-422, 6-445, 6-446, 6-477,
6-481, 20-151 and 20-152 OF THE GREELEY MUNICIPAL CODE**

Section 1.

Sec. 6-29. - Director of finance; duties.

The administration of ~~this chapter and chapter~~ chapters 1, 2, 3 and 4 of this title and ~~chapter 2 of title 10~~ is vested in the director of finance, who shall prescribe forms and reasonable rules and regulations in conformity with this code chapter and chapter 2 of this title and chapter 2 of title 10, for the making of returns, for the ascertainment, assessment and collection of the taxes imposed ~~under this chapter in this code~~ and for the proper administration and enforcement of ~~this chapter and chapter~~ chapters 1, 2, 3 and 4 of this title and ~~chapter 2 of title 10~~.

Section 2.

Sec. 6-422. - Definitions.

Purchasing official means the employee designated by the ~~finance director~~ City Manager or designee to perform duties and responsibilities as provided in ~~sections 6-445 and 6-446~~ this Chapter.

Sec. 6-445. - Authority and duties.

(a) The ~~Finance director~~ City Manager or designee shall designate a principal public purchasing official, and shall be responsible for the procurement of materials, supplies, equipment, services and construction in accordance with this chapter, as well as the management and disposal of supplies.

(b) Duties. In accordance with this chapter, and subject to the supervision of the ~~Finance director~~ City Manager or designee, the designated purchasing official shall:

(1) Procure or supervise the procurement of all supplies, services and construction needed by the city;

(2) Exercise direct supervision over the city's central stores and such other inventories belonging to the city for which the purchasing official is given responsibility;

- (3) Sell, trade or otherwise dispose of surplus supplies belonging to the city; and
- (4) Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services and construction.
- (c) Operational procedures. Consistent with this chapter and with the approval of the city manager or the Finance director, the designated official may adopt operational procedures relating to the execution of such designated official's duties.

Sec. 6-446. - Delegations to other city officials.

Notwithstanding the provisions of section 6-445, procurement authority with respect to certain supplies, services or construction may be delegated to other city officials by the ~~finance director with the concurrence of the~~ city manager when such delegation is deemed necessary for the effective procurement of these supplies, services or construction. All such delegated procurements shall be conducted pursuant to this chapter and regulations promulgated hereunder. Pursuant to this section, in the event a city official other than the purchasing official is designated to make a procurement, all references to specific purchasing activities by the purchasing official in this chapter shall refer and be applicable to said designated city official. All references to the general duties of the purchasing official in this chapter shall not be applicable to the designated city official.

Sec. 6-477. - Competitive sealed bidding.

- (a) *Conditions for use.* All contracts for amounts above \$50,000.00 entered into by the city shall be awarded by competitive sealed bidding except as otherwise provided in sections 6-478, 6-480, and 6-483.
- (b) *Invitation for bids.* An invitation for bids shall be issued and shall include specification and all contractual terms and conditions applicable to the procurement.
- (c) *Public notice.* Adequate public notice of the invitation for bids shall be given a reasonable time, not less than 15 calendar days prior to the date set forth therein for the opening of bids unless circumstances require a shorter period as determined by the purchasing official. Such notice may include the use of electronic solicitation. Such notice may include publication in a newspaper of general circulation at a reasonable time prior to bid opening. The public notice shall state the place, date and time of bid opening.
- (d) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as the purchasing official deems appropriate, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection in accordance with section 6-423. In the event of strikes, wars, acts of God or other good cause, as determined by the purchasing official, bid openings may be extended for a reasonable time not to exceed 30 calendar days.

(e) *Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, degree of skill, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.

(f) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid for a construction project exceeds available funds, as certified by the ~~finance director~~ City Manager or designee, the purchasing official is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.

(g) *Multi-step sealed bidding.* When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

Sec. 6-481. - Non-competitive negotiation.

a) When sole source or emergency procurement situations arise or when the standard competitive processes are deemed impractical, the ~~Finance director~~ City Manager or designee may enter into noncompetitive negotiations in the best interest of the city, including:

(1) Extension of existing contract where a vendor offers to extend an existing contract under the same conditions and at the same or lower price, and such extension is in the best interest of the city;

(2) Service on existing equipment if it is to the city's advantage to obtain parts, repair or service on existing equipment, its supplies or software from a factory-authorized dealer or manufacturer;

(3) Reduced total cost due to, among other things, closer location, more advantageous time allowances or similar variable factors that can reduce the total cost of the product or service;

(4) A particular material or service is required to maintain interchangeability or compatibility as a part of an existing integrated system;

(5) The material is perishable;

- (6) The material qualifies as fine art;
 - (7) The particular material is required to match materials in use, so as to produce visual harmony; or
 - (8) Where competitive solicitation procedures have failed to provide sufficient responsive, responsible bidders.
- (b) Written determination of the basis for the noncompetitive negotiation and basis for the selection shall be included in the contract file.

Section 3.

Sec. 20-152. - Payment of charges.

All rates for the use of water as provided in this title shall be due and payable to the ~~director of finance~~ city ~~at the director's office in the city hall.~~ In case any water user fails to pay all charges within 30 days after the same become due, the same are delinquent and the city may disconnect water service from every premises, building, house or lot in default until the delinquent charges are paid, including payment of reconnection charges as provided in sections 20-158.

Sec. 20-153. - Bills may be sent; process for bill disputes.

~~The director of finance~~ city may, but shall not be required to, give notice to users of water of the amount of the water rates and when due, and the ~~director~~ city may include in such notice and shall collect with the water rates the sewer rates and any associated fees and charges due pursuant to this title. Any customer that believes its water and sewer bill contains improper charges may submit a bill dispute in writing to the director of water and sewer.

Appendix B

ORDINANCE NO. 28, 2024

AN ORDINANCE AMENDING SECTIONS 6-29, 6-422, 6-445, 6-446, 6-477, 6-481, 20-151 and 20-152 OF THE GREELEY MUNICIPAL CODE

Sec. 6-29. Director of finance; duties.

The administration of this chapter and chapter 2 of this title and chapter 2 of title 10 is vested in the director of finance, who shall prescribe forms and reasonable rules and regulations in conformity with this chapter and chapter 2 of this title and chapter 2 of title 10, for the making of returns, for the ascertainment, assessment and collection of the taxes imposed under this chapter and for the proper administration and enforcement of this chapter and chapter 2 of this title and chapter 2 of title 10.

(Code 1994, § 4.04.025; Ord. No. 58, 1991, § 2(part), exh. B, 12-17-1991; Ord. No. 36, 2017, § 1(exh. A), 10-17-2017)

Sec. 6-422. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alternative project delivery means methods of contracting wherein the solicitation, evaluation, selection, and contracting for a project is accomplished through use of a design/build, construction manager at risk, construction manager/general contractor, or other non-traditional means.

Architect, engineer and land surveying services means those professional services within the scope of the practice of architecture, professional engineering or land surveying, as defined by the state laws.

Blind trust means an independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

Brand name or equal specification means a specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet the city requirements, and which provides for the submission of equivalent products.

Brand name specification means a specification limited to one or more items by manufacturers' names or catalogue numbers.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

Change order means a written order signed and issued by the purchasing official, directing the contractor to make changes which the changes clause of the contract authorizes the purchasing official to order without the consent of the contractor.

Confidential information means any information which is available to an employee only because of the employee's status as an employee of the city and is not a matter of public knowledge or authorized to be disclosed to the public on request.

Construction means the process of building, altering, repairing, improving or demolishing any public structure, or building or other public improvements of any kind to any public real property. The term "construction" does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

Construction management at risk (CMAR) means a contract that allows for a delivery method which entails a commitment by the construction manager to deliver the project within a guaranteed maximum price.

Construction manager/general contractor (CMGC) means a unique method used to accelerate project delivery where the owner hires a contractor to provide feedback during the design phase before the state of construction.

Contract means all types of city agreements, regardless of what they may be named, for the procurement of supplies, services or construction.

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(Supp. No. 4, Update 2)

Contract modification (bilateral change) means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

Contractor means any person having a contract with the city.

Cooperative purchasing analysis means the evaluation of cost data for the purpose of arriving at cost actually incurred or estimates of costs to be incurred, prices to be paid and costs to be reimbursed.

Cooperative purchasing plan means a program that allows the city to share a procurement contract between governments or nonprofit organizations that have competitively bid and vetted vendors for a variety of products and services.

Cost data means factual information concerning the cost of labor, material, overhead and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

Cost-reimbursement contract means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this chapter, and plus a fee, if any.

Design-bid-build means a project delivery method in which the city sequentially awards separate contracts, the first award for architectural and engineering services to design the project and the second award for construction of the project according to the design, after solicitation of an invitation for bids.

Design-build means a project delivery method in which the city awards a single contract for design and construction of a project.

Direct or indirect participation means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity.

Disadvantaged business means a small business which is owned or controlled by a majority of persons not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages as defined by state law.

Electronic means electrical, digital, magnetic, optical, electromagnetic or any other similar technology.

Emergency procurements means procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.

Employee means an individual drawing a salary or wages from the city, whether elected or not; any noncompensated individual performing personal services for the city or any department, agency, commission, council, board or any other entity established by the executive or legislative branch of the city; and any noncompensated individual serving as an elected official of the city.

Financial interest means:

- (1) Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$1,000.00 per year or its equivalent; or
- (2) Ownership of five percent of any property or business.

Grant means the furnishing by the city of assistance, whether financial or otherwise, to any person or group to support a program authorized by law.

Gratuity means a payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate family means a spouse, children, parents, brothers and sisters.

Invitation for bids means all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Person means any business, individual, union, committee, club, other organization or group of individuals.

Price analysis means the evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

Pricing data means factual information concerning prices for items substantially similar to those being procured. The term "prices" in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition of the term "pricing data" refers to data relevant to both prime and subcontract prices.

Procurement means the buying, purchasing, renting, leasing or otherwise acquiring of any supplies, services or construction. The term "procurement" also includes all functions that pertain to the obtaining of any supply, service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Professional services means services of a specialized nature, including, but not limited to, architecture, engineering, surveying, appraisals, accounting, training, and laboratory testing, the final product of which is predominantly oral or written advice or information or services as promulgated by the city manager.

Public agency means a public entity subject to or created by the city.

Public notice means the distribution or dissemination of information to interested parties using methods that are determined by the city, such methods may include publication in newspapers of general circulation, electronic or paper mailing lists and websites designated by the city and maintained for that purpose.

Purchasing official means the employee designated by the finance director to perform duties and responsibilities as provided in sections 6-445 and 6-446.

Qualified products list means an approved list of supplies, services or construction items described by model or catalogue numbers, which, prior to competitive solicitation, the city has determined will meet the applicable specification requirements.

Request for proposals means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsible bidder or offeror means a person who has the capability, in all respects, to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit, which will ensure good faith performance.

Responsive bidder or offeror means a person who has submitted a quote, proposal, or bid which conforms in all material respects to the requirements set forth in the invitation for bids.

Services means the furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term "services" shall not include employment agreements or collective bargaining agreements.

Signature means a manual or electronic identifier, or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same force and effect as a manual signature. Electronic signatures are as allowed by the Uniform Electronic Transactions Act, C.R.S. title 24, art. 71.3 (C.R.S. § 24-71.3-101 et seq.), as amended from time to time.

Small business means a United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation and meets the small business size standards established by the U.S. Small Business Administration, as amended from time to time.

Sole source means after conducting a good faith review of available sources, that there is only one source for the required supply, service or construction firm.

Specification means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspection, testing or preparing a supply, service or construction item for delivery.

Statement of qualifications (SOQ) means a written document outlining the reasons why a company or person is qualified to provide a certain professional service. A typical SOQ outlines a description of the company, key personnel assigned to projects, project approach, management skills and examples of similar successful projects.

Supplies means all property, including, but not limited to, equipment, materials, printing, insurance and leases or real property, excluding land or a permanent interest in land.

Using agency means any department, commission, board or public agency of the city requiring supplies, services or construction procured pursuant to this chapter.

Written or in writing means the product of any method of forming characters on paper, other materials or viewable screens, which can be read, retrieved and reproduced, including information that is electronically transmitted and stored.

(Code 1994, § 4.20.030; Ord. No. 17, 2018, § 1(exh. A), (exh. B), 4-3-2018)

Sec. 6-445. Authority and duties.

- (a) The finance director shall designate a principal public purchasing official, and shall be responsible for the procurement of materials, supplies, equipment, services and construction in accordance with this chapter, as well as the management and disposal of supplies.
- (b) Duties. In accordance with this chapter, and subject to the supervision of the finance director, the designated purchasing official shall:
 - (1) Procure or supervise the procurement of all supplies, services and construction needed by the city;
 - (2) Exercise direct supervision over the city's central stores and such other inventories belonging to the city for which the purchasing official is given responsibility;
 - (3) Sell, trade or otherwise dispose of surplus supplies belonging to the city; and
 - (4) Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services and construction.
- (c) Operational procedures. Consistent with this chapter and with the approval of the city manager or the finance director, the designated official may adopt operational procedures relating to the execution of such designated official's duties.

(Code 1994, § 4.20.060; Ord. No. 17, 2018, § 1(exh. A), (exh. B), 4-3-2018)

Sec. 6-446. Delegations to other city officials.

Notwithstanding the provisions of section 6-445, procurement authority with respect to certain supplies, services or construction may be delegated to other city officials by the finance director with the concurrence of the city manager when such delegation is deemed necessary for the effective procurement of these supplies, services or construction. All such delegated procurements shall be conducted pursuant to this chapter and regulations promulgated hereunder. Pursuant to this section, in the event a city official other than the purchasing official is designated to make a procurement, all references to specific purchasing activities by the purchasing official in this chapter shall refer and be applicable to said designated city official. All references to the general duties of the purchasing official in this chapter shall not be applicable to the designated city official.

(Code 1994, § 4.20.070; Ord. No. 17, 2018, § 1(exh. A), (exh. B), 4-3-2018)

Sec. 6-477. Competitive sealed bidding.

- (a) *Conditions for use.* All contracts for amounts above \$50,000.00 entered into by the city shall be awarded by competitive sealed bidding except as otherwise provided in sections 6-478, 6-480, and 6-483.
- (b) *Invitation for bids.* An invitation for bids shall be issued and shall include specification and all contractual terms and conditions applicable to the procurement.
- (c) *Public notice.* Adequate public notice of the invitation for bids shall be given a reasonable time, not less than 15 calendar days prior to the date set forth therein for the opening of bids unless circumstances require a shorter period as determined by the purchasing official. Such notice may include the use of electronic solicitation. Such notice may include publication in a newspaper of general circulation a reasonable time prior to bid opening. The public notice shall state the place, date and time of bid opening.

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- (d) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as the purchasing official deems appropriate, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection in accordance with section 6-423. In the event of strikes, wars, acts of God or other good cause, as determined by the purchasing official, bid openings may be extended for a reasonable time not to exceed 30 calendar days.
 - (e) *Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, degree of skill, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.
 - (f) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid for a construction project exceeds available funds, as certified by the finance director, the purchasing official is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.
 - (g) *Multi-step sealed bidding.* When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(Code 1994, § 4.20.080; Ord. No. 17, 2018, § 1(exh. A), (exh. B), 4-3-2018)

Sec. 6-481. Non-competitive negotiation.

- (a) When sole source or emergency procurement situations arise or when the standard competitive processes are deemed impractical, the finance director or designee may enter into noncompetitive negotiations in the best interest of the city, including:
 - (1) Extension of existing contract where a vendor offers to extend an existing contract under the same conditions and at the same or lower price, and such extension is in the best interest of the city;
 - (2) Service on existing equipment if it is to the city's advantage to obtain parts, repair or service on existing equipment, its supplies or software from a factory-authorized dealer or manufacturer;
 - (3) Reduced total cost due to, among other things, closer location, more advantageous time allowances or similar variable factors that can reduce the total cost of the product or service;
 - (4) A particular material or service is required to maintain interchangeability or compatibility as a part of an existing integrated system;
 - (5) The material is perishable;
 - (6) The material qualifies as fine art;
 - (7) The particular material is required to match materials in use, so as to produce visual harmony; or
 - (8) Where competitive solicitation procedures have failed to provide sufficient responsive, responsible bidders.
- (b) Written determination of the basis for the noncompetitive negotiation and basis for the selection shall be included in the contract file.

(Code 1994, § 4.20.105; Ord. No. 17, 2018, § 1(exh. A), (exh. B), 4-3-2018)

Sec. 20-152. Payment of charges.

All rates for the use of water as provided in this title shall be due and payable to the director of finance at the director's office in the city hall. In case any water user fails to pay all charges within 30 days after the same become due, the same are delinquent and the city may disconnect water service from every premises, building, house or lot in default until the delinquent charges are paid, including payment of reconnection charges as provided in sections 20-158.

(Prior Code, § 22-9(a); Code 1994, § 14.08.090; Ord. No. 65, 1990, § 1(part), 12-11-1990; Ord. No. 24, 1999, § 2, 6-1-1999; Ord. No. 39, 2019, exh. A, § 14.08.020, 9-17-2019; Ord. No. 16, 2022, § 28(app. A, § 28), 4-19-2022)

Sec. 20-153. Bills may be sent; process for bill disputes.

The director of finance may, but shall not be required to, give notice to users of water of the amount of the water rates and when due, and the director may include in such notice and shall collect with the water rates the sewer rates and any associated fees and charges due pursuant to this title. Any customer that believes its water and sewer bill contains improper charges may submit a bill dispute in writing to the director of water and sewer.

(Prior Code, § 22-9(b); Code 1994, § 14.08.100; Ord. No. 39, 2019, exh. A, § 14.08.030, 9-17-2019; Ord. No. 16, 2022, § 28(app. A, § 28), 4-19-2022)



Council Agenda Summary

August 6, 2024

Key Staff Contact: Erik Dial, Deputy Director of Utility Finance

Title:

Introduction and first reading of an ordinance to amend Title 20, Chapter 3 of the Greeley Municipal Code relating to water and sewer service

Summary:

On April 2, 2024, City Council adopted Ordinance 3, 2024 that amended Title 20 to update and clarify development requirements related to water and sewer utility services. Since that time, the Water & Sewer Dept. staff identified three code provisions that were not properly updated as intended, necessitating this follow-up ordinance to codify all the changes previously presented and endorsed by the Greeley Water and Sewer Board and City Council.

The three items being amended in this ordinance are:

1. Requiring a minimum raw water dedication for single family residential housing units of 60,000 gallons
2. Changing the residential large lot raw water exemption to better guide the correct amount of raw water needed for use on such properties. Changes include a revised definition of a large lot, adjusted from one acre in size down to one half (0.5) acres. Large single family residential lot dedications will be capped at one and one half (1.5) acre feet of raw water dedication requirement, providing ample raw water for a reasonable estate lots' use, eliminating the unnecessary and expensive dedication requirement for undeveloped lot areas beyond the building envelope on large single family lots. And, for any large residential lot with a private non-potable system for outdoor uses, establishing the indoor dedication requirement at 60,000 gallons.
3. Striking the code section requiring a service commitment agreement for large residential lots

Fiscal Impact:

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

Legal Issues:

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

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

Other issues and Considerations:

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 September 3, 2024 (minimum of 28 days).

Attachments:

1. Ordinance No. 29, 2024 with Appendix A

CITY OF GREELEY, COLORADO
ORDINANCE NO. 29, 2024

**AN ORDINANCE AMENDING TITLE 20, CHAPTER 3, OF THE GREELEY
MUNICIPAL CODE RELATING TO WATER AND SEWER SERVICE**

WHEREAS, the City of Greeley, Colorado ("City") is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX of the Colorado Constitution to, inter alia, construct, purchase, acquire, lease, add to, maintain, conduct, and operate water works and everything required therefor, within or without its territorial limits, for the use of the City; and

WHEREAS, Section 17-1 of the Greeley City Charter authorizes the Greeley Water and Sewer Board ("Board") to qualify the Water and Sewer functions and operations as an "enterprise" as that term is contained in Article X, Section 20 of the Colorado Constitution, and to provide for every function and operation of an enterprise, including but not limited to, bond issuance and all other necessary and ordinary functions of the Water and Sewer operations; and

WHEREAS, various Sections within Title 20 of the Greeley Municipal Code set forth the requirements and regulations related to the initiation and use of water and sewer services from the City; and

WHEREAS, City Water and Sewer staff and legal counsel previously prepared and presented to the Board various corrections and modifications to Title 20 that relate to the initiation and use of water and sewer service based on recommended policy changes. On January 17, 2024, the Board recommended the changes to City Council, and on April 2, 2024, City Council adopted the same pursuant to Ordinance No. 3, 2024; and

WHEREAS, after reviewing the text of Ordinance No. 3, City Water and Sewer staff identified certain intended corrections and modifications to Title 20 that were not reflected in Ordinance No. 3, 2024; and

WHEREAS, staff and legal counsel requests that City Council correct Title 20 by adopting the omitted changes in the form of Appendix A, attached hereto and incorporated herein, and recommends City Council adopt the same.

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

Section 1. That Section 20-251 contained in Chapter 3 Article III Division 5 of Title 20 of the Greeley Municipal Code shall be amended as shown on Appendix A.

Section 2. That Section 20-254 contained in Chapter 3 Article III Division 5 of Title 20 of the Greeley Municipal Code shall be amended as shown on Appendix A.

Section 3. That Section 20-257 contained in Chapter 3 Article III Division 5 of Title 20 of the Greeley Municipal Code shall be amended as shown on Appendix A.

Section 4. Except as explicitly modified in Appendix A, all other provisions of Title 20 of the Greeley Municipal Code shall remain in full force and effect.

Section 5. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 3rd DAY OF
SEPTEMBER, 2024**

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 29, 2024

**ORDINANCE AMENDING TITLE 20, CHAPTER 3, OF THE GREELEY MUNICIPAL
CODE RELATING TO WATER AND SEWER SERVICE**

Section 1. That Section 20-251 contained in Chapter 3 Article III Division 5 of Title 20 of the Greeley Municipal Code be amended to read as follows:

Sec. 20-251. Initiation of water service; service commitment agreements.

(a) Any person seeking water service from the city shall make a request for such service within the associated land use or development application process required by title 24 of this Code. If the person seeking water service is not pursuing a land use or development application, the request shall be made in writing to the director. It is unlawful for a person to take and use water service from the city without first obtaining authorization from the director.

(b) Requests for water service made through the land use or development application process required by title 24 of this Code shall be forwarded to the director. All requests for water service shall include the information necessary to determine all applicable fees and rates for such service. The director shall not authorize any such water service until all required information is received and all required fees are paid.

(c) All applicants granted authorization for water service to nonresidential lots and residential lots with more than four units within the city limits shall execute a service commitment agreement to be recorded with the county clerk and recorder setting forth the details and parameters of the potable and non-potable components of such service, including the person to which service is granted, the date upon which service shall commence, the specific location at which the tap(s) or service connection(s) shall be made, the permitted size of the tap(s) or service connection(s), a description of the property to which service will be provided, the permissible uses of water on the property, and the annual allotment associated with the water service.

~~(d) All applicants granted authorization for water service to large parcel single family residential lots, as described in section 20-257, shall execute a service commitment agreement to be recorded with the county clerk and recorder setting forth the details and parameters of any non-potable component of such service, including the person which service is granted, the date upon which service shall commence, the specific location at which the tap(s) or service connection(s) shall be made, the permitted size of the tap(s) or service connection(s), a description of the property to which service will be provided, the permissible uses of water on the property, and the annual allotment associated with the non-potable component of the water service.~~

Section 2. That Section 20-254 contained in Chapter 3 Article III Division 5 of Title 20 of the Greeley Municipal Code shall be amended as shown on Appendix A.

Sec. 20-254. Water rights dedication; amounts and criteria.

(a) All applicants for water service within the city limits shall (i) dedicate to the city water rights, if any, that the city, in its sole discretion, can use in its potable water supply system or non-potable irrigation system and (ii) if the applicant cannot satisfy the raw water dedication requirements through the dedication of water rights, shall furnish to the city a cash-in-lieu fee (or satisfy the same pursuant to subsection (e)) to fulfill all or the remainder of the dedication requirement associated with a request for water service as a prerequisite to and as part of the consideration for city water service to the subject lot. All water rights approved for dedication shall be conveyed to the city on or before the date the final plat for the development is approved. All cash-in-lieu fees shall be due and payable to the city no later than the date on which the building permit is issued.

(b) The city has determined (i) that the water rights represented by shares of stock in the Greeley and Loveland Irrigation Company and the Seven Lakes Reservoir Company, and rights in the Loveland and Greeley Reservoir Company (Lake Loveland) can be used within its potable water supply system and non-potable irrigation system and (ii) that the water rights represented by units of Colorado-Big Thompson Project Water can be used within its potable water supply system. The water rights represented by shares of stock in the Greeley Irrigation Company can only be used within non-potable irrigation systems. Therefore, the city will accept such water rights only in satisfaction of the raw water dedication requirements associated with non-potable water service on property historically irrigated by the subject water rights. The city shall use the following yield values to determine the amount of raw water transferred by an applicant toward the satisfaction of any raw water dedication requirement:

Company	Yield/Share
The Greeley & Loveland Irrigation Company	8 acre-feet/share
The Seven Lakes Reservoir Company	8 acre-feet/share
The Loveland and Greeley Reservoir Company (Lake Loveland)	20 acre-feet/right
Colorado-Big Thompson Project Water (C-BT)	0.75 acre-feet/unit
Greeley Irrigation Company (Greeley No. 3 Canal)	10.3 acre-feet/share

(c) Except for water rights represented by units of Colorado-Big Thompson Project Water, the city will not accept the dedication of any water rights under subsection (b) for use within its potable water supply system unless the director determines that the subject water rights meet the requisite criteria under Colorado law for conversion of the water to municipal use by the city, including, without limitation, that: (i) the water rights have a history of use on the property being developed; (ii) the property being developed was historically and consistently irrigated under the ditch system from which such water rights are being dedicated; (iii) the owner and all lienholders of the property being developed execute a restrictive covenant in a form acceptable to the city requiring the cessation of irrigation on the historically irrigated property with the subject water rights except under conditions authorized by the city; and (iv) the applicant provides any documents and materials reasonably required by the city to ensure consistency with any prior decrees, including but not limited to, decrees adjudicating changes of the Greeley and Loveland Irrigation Company, the Seven Lakes Reservoir Company, the Loveland and Greeley Reservoir Company (Lake Loveland), and the Greeley Irrigation Company water rights.

(d) An applicant for water service may dedicate any water rights identified in subsection (b) as usable within the city non-potable irrigation system, including water rights that satisfy the requirements of subsection (c), in satisfaction of the applicant's raw water dedication requirement associated with non-potable service. An applicant may request that the city accept or permit the use of (i) water rights other than the water rights identified in subsection (b) or (ii) water rights that do not satisfy the requirements of subsection (c) in satisfaction of the applicant's raw water dedication requirement associated with non-potable service. The city, in its sole discretion, may accept or permit the use of such water rights based on certain terms and conditions set by the director but only in satisfaction of the raw water dedication requirement associated with non-potable water service on property that has been historically irrigated by the subject water rights.

(e) On or before December 31, 2099, an applicant for water service, that is also the registered owner of a certificate issued by the department to evidence one or more raw water dedication credits, may redeem such credit(s) in whole or in part (but only in whole numbers) toward the satisfaction of any cash-in-lieu fee obligation associated with the applicant's request for water service in accordance with sections 20-255, 20-256, 20-257, and 20-260. One raw water dedication credit represents the equivalent of, but not an interest in, one acre-foot of raw water that an applicant would otherwise have to satisfy by furnishing to the city a cash-in-lieu fee.

(f) Applicants for water service to residential lots with four units or less within the city limits shall dedicate raw water and, if the applicant cannot dedicate raw water, furnish to the city any applicable cash-in-lieu fee in accordance with section 20-255 in the amount of either (i) three acre-feet per acre, or fraction thereof, of property to which water service will be provided or (ii) 60,000 gallons of water per unit, whichever is greater. Streets, rights-of-way, driveways, sidewalks, outbuildings, and any other part of the lot that has been or will be developed shall be included in the calculation of the total gross acreage of the property, regardless of whether such areas have been dedicated to public use. The city may, in its sole discretion, exclude area(s) from the total gross acreage if irrigating such area is legally prohibited by plat or deed.

(g) Applicants for water service to nonresidential lots and residential lots with more than four units within the city limits, including, without limitation, commercial, industrial, and group housing (apartment buildings, condominiums, nursing homes, hotels, and motels), shall dedicate raw water and, if the applicant cannot dedicate raw water, furnish to the city the applicable cash-in-lieu fee in accordance with section 20-256 in the amount of the water service demand for the subject lot. The potable water service demand for nonresidential lots and residential lots with more than four units shall be determined by multiplying the total units proposed by the applicant by the average unit use, as set forth in the business category and water use table below. The potable water service demand for industrial lots and commercial lots of a type not specifically identified in the business category and water use table below shall be determined by the director on a case-by-case basis, utilizing the projected volume of total water use by the subject lot.

Business Category and Water Use		
Category	Units	Average Unit Use (Gallons Per Unit Per Year)
Auto service and repair	SF	12
Childcare	SF	47

Church	SF	4.5
Grocery store	SF	20
Gas station without car wash	SF	93
Hospital	SF	21
Hotel/motel	Room	30,300
Medical office	SF	25
Office	SF	14
Recreation with pool	SF	122
Recreation without pool	SF	25
Residential (greater than 4 units)	Unit	35,500
Restaurant (outdoor seating areas 50%)	SF	188
Retail	SF	16
School	SF	11
Warehouse	SF	5
Industrial and other commercial	Demand determined on case-by-case basis	
"SF" = Square feet of gross floor space within the building area		

(h) Applicants for water service to nonresidential lots and residential lots with more than four units within the city limits, including, without limitation, commercial, industrial, and group housing (apartment buildings, condominiums, nursing homes, hotels, and motels), for which a separate and additional landscape irrigation tap and service line is required in accordance with section 20-252, shall also dedicate raw water and, if the applicant cannot dedicate raw water, furnish to the city the applicable cash-in-lieu fee in accordance with section 20-256 in the amount of the landscape irrigation demand for the subject lot. Landscape irrigation demand shall be determined based on (i) the total gross acreage of property to which water service will be provided and (ii) the type of landscape as set forth in the landscape water use table below. Landscape plans with more than 75 percent high water use vegetation are assumed to be entirely high water use and shall be calculated as such. Streets, rights-of-way, driveways, sidewalks, outbuildings and any other impervious part of the lot that has been or will be developed shall be included in the calculation of the total gross acreage of property, regardless of whether such areas have been dedicated to public use. The city may, in its sole discretion, exclude area(s) from the total gross acreage if irrigating such area(s) is legally prohibited by plat or deed.

Landscape Water Use	
Water Use	Dedication Requirement
High water use (>14 gals/sf annual use)	3 acre-feet/acre
Medium water use (10—14 gal/sf annual use)	2.33 acre-feet/acre
Low water use (<10 gals/sf annual use)	1.67 acre-feet/acre
No irrigation	No raw water requirement for landscape

(i) Any owner of a privately owned non-potable irrigation system that seeks to connect such system to the city non-potable system shall be considered an applicant for water service under this title 20. All such applicants shall dedicate raw water and, if the applicant cannot dedicate raw water, furnish to the city the applicable cash-in-lieu fee, in the amount of the landscape irrigation demand for the subject lot(s), as determined in accordance with the methodology in

subsection (h). The acceptance and connection of any such system to the city non-potable system is subject to approval by the director, and to any terms and conditions deemed appropriate by the director or his designee in their sole discretion.

Section 3. That Section 20-257 contained in Chapter 3 Article III Division 5 of Title 20 of the Greeley Municipal Code shall be amended as shown on Appendix A.

Sec. 20-257. Exception for large parcel single-family residential.

(a) The water rights dedication and cash-in-lieu fee requirements set forth in sections 20-254 through 20-256 shall not apply to applications for water service to a large parcel single-family residential lot, defined as a parcel of property exceeding one half (0.5) acre that contains only one detached single-family residence.

(b) All applicants for water service to a large parcel single-family residential lot shall dedicate raw water and, if the applicant cannot dedicate raw water, furnish to the city the applicable cash-in-lieu fee in accordance with subsection (c) in the amount of the water service demand for the subject lot. The water service demand for large parcel single-family residential lots shall be set at one and one half ~~3~~(1.5) acre-feet of water, except in instances where the property is irrigated by a private non-potable system. If the property is irrigated by a private non-potable system, then the potable water service demand shall be set at 60,000 gallons of water.

(c) Any applicant for large parcel single-family residential water service pursuant to this section that cannot satisfy the requirement of subsection (b) through the dedication of water rights shall furnish to the city a cash-in-lieu fee to fulfill all or the remainder of the dedication requirement associated with its request for water service.

(d) The cash-in-lieu fee for large parcel single-family residential water service pursuant to this section shall be set by resolution of the water and sewer board and calculated as the cash equivalent of the calculated water service demand using the fair market value of water per acre-foot.



Council Agenda Summary

August 6, 2024

Key Staff Contact: Stacey Aurzada, City Attorney, Allena Portis, Deputy City Manager/Chief Financial Officer

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 to Part I, Article V of the Greeley Municipal Charter regarding financial operations

Summary:

The City Manager's Office has determined that it is in the best interests of the City of Greeley organization to restructure some of the functions of various departments in order to align with the City Council's priorities and to provide the best service to the citizens of the City of Greeley. One of these changes involves moving the budget and procurement functions out of the Department of Finance. This ordinance proposes changes to the Greeley Charter which would change the title of Article V in the Charter to "Financial Operations" instead of "Department of Finance" and to clarify that Part I refers to administration of the City's financial operations. Additionally, the ordinance proposes that the term "Director of Finance" be changed throughout Part I of Article V.

Fiscal Impact:

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

Legal Issues:

This item has been reviewed by the City Attorney's Office.

Other issues and Considerations:

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:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 20, 2024

Attachments:

1. Ordinance No. 30, 2024

CITY OF GREELEY, COLORADO

ORDINANCE NO. 30, 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 PART 1, ARTICLE V OF THE GREELEY MUNICIPAL CHARTER
REGARDING FINANCIAL OPERATIONS**

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, City management periodically recommends to City Council changes necessary to maintain the City's Home Rule Charter as a current and forward-looking basic law within which the city government, representing the people, can operate;

WHEREAS, the City has experienced significant and continuous growth which necessitates review and adjustment of the City structure;

WHEREAS, of particular importance is ensuring that the structure of the City's financial operations is able to adjust to meet the needs of a growing City; and

WHEREAS, Part 1, Article V of the Charter provides for a Department of Finance which unnecessarily restricts the ability of the City to structure the City's financial operations in a manner that best meets the needs of a growing City; 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 make a change to the Charter to enable the financial operations of the City to be structured appropriately.

**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 Finance Department.

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

Shall Article V of the City's Charter be amended to remove and replace outdated provisions as follows?

- a) Shall Article V be renamed “Financial Operations” instead of “Department of Finance” and shall Part I be renamed “Administration” instead of “Finance”?
- b) Shall the term “Director of Finance” be replaced throughout Part I of Article V with the term “Financial Officer”?

- ☐ 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 November 6, 2024 without further action taken by City Council:

ARTICLE V. ~~DEPARTMENT OF FINANCE~~ FINANCIAL OPERATIONS

PART I. ~~FINANCE ADMINISTRATION~~

Sec. 5-1. ~~Department created Financial Administration.~~

~~A Department of Finance is hereby established, the head of which shall be the Director of Finance and There shall be designated a Financial Officer who shall also be the Ex-officio City Treasurer. The Director Financial Officer shall be appointed by the City Manager, by and with the advice and consent of the City Council and shall be subject to removal by the City Manager, upon recommendation to and approval thereof by the City Council. The Director Financial Officer shall be adequately bonded, have training and knowledge in municipal accounting, budgeting, taxation and financial control.~~

Sec. 5-2. ~~Director of Finance~~ Financial Officer; powers and duties.

~~The Director of Finance~~ Financial Officer shall have charge of the administration of the financial affairs of the City and to that end shall have authority and shall be required to:

- a. Compile financial information and data needed for the City Manager's annual budget report;
- b. Supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that appropriations are not exceeded, or payments illegally made;
- c. Design and maintain a general accounting system for the City in accordance with accepted accounting principles, and develop and maintain internal audit controls in accordance with accepted auditing practice;
- d. Prepare for the City Manager statements of receipts and disbursements showing the financial and budgetary condition of the City. Such statements shall be prepared quarterly or monthly if requested by the City Manager;
- e. Prepare annual financial statements as soon as practicable after the end of each fiscal year;
- f. Prepare tax maps and give such notice of taxes and special assessments as may be required;
- g. Collect all taxes, special assessments, license fees and other revenues of the City or for whose collection the City is responsible and receive all money receivable by the City from the County, State or Federal Government, or from any court, or from any office, department,

or agency of the City, or any other agency or office which is not in existence but which may in the future be created or provided for;

h. Take and keep custody over all monies, securities and credits belonging to or under the control of the City; and deposit and invest such monies as directed by the City Council or, absent any such direction, as provided for or authorized by applicable state law.

Sec. 5-3. Accounting; supervision and control.

The ~~Director of Finance~~ Financial Officer shall exercise proper accounting controls, and to this end the ~~Director of Finance~~ Financial Officer shall:

a. Prescribe the forms of receipts, vouchers, bills or claims to be used by all the offices, departments and agencies of the City Government;

b. Examine and approve or disapprove all contracts, orders and other documents by which the City Government incurs financial obligations, having previously ascertained that monies have been appropriated and allotted and will be available when the obligations shall become due and payable;

c. Audit and approve or disapprove before payment of all bills, invoices, payrolls and other evidences of claims, demands or charges against the City Government and with the advice of the Office of the City Attorney determine the regularity, legality and correctness of such claims, demands or charges;

d. Inspect and audit any accounts or records of financial transactions which may be maintained in any office, department or agency of the City Government apart from or subsidiary to the accounts kept in the ~~Director's~~ Financial Officer's office.

Sec. 5-4. Lapse of appropriations.

Except as hereinafter provided, all appropriations shall lapse at the end of the budget year, to the extent that they shall not have been expended, committed, reserved or lawfully encumbered; however, appropriations for capital projects shall in no event lapse before the end of the second full year after the budget year.

Sec. 5-5. General and special funds.

All revenues of the City shall be accounted for under a general fund and one (1) or more special funds. Revenues which legally are not available for the general operations of the City shall be allocated to special funds. All other revenues shall be allocated to the general fund.

Sec. 5-6. Expenditures.

All expenditures shall be charged to the appropriate budget account under the direction of the ~~Director of Finance~~ Financial Officer. Expenditures may be made by check, electronic transfer or any other legal payment method as provided by ordinance and enacted by the City Council. All expenditures shall be signed or authorized by two (2) City officials, elective or appointive, as designated by ordinance enacted by the City Council.

Sec. 5-7. Reserved

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 November 6, 2024 without further action taken by the City Council.

INTRODUCED, READ, AND ORDERED PUBLISHED THIS 6th DAY OF AUGUST 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE THIS 20th DAY OF AUGUST, 2024.

ATTEST:

CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

August 6, 2024

Key Staff Contact: Kalen Myers, Deputy Budget & Policy Director

Title:

Introduction and first reading of an ordinance submitting to the registered electors of the City of Greeley at the coordinated election to be held November 5, 2024, the question of authorizing the City Council to extend the current sales tax on food

Summary:

Greeley's 3.00% sales tax on food for home consumption ("food tax") is set to expire December 31, 2026. The food tax is a key capital funding source for Greeley, providing an estimated \$11 million each year that goes towards critical facilities and parks maintenance, safety improvements and key infrastructure investments across the city. This ordinance will place a question on the November 5, 2024 ballot asking Greeley voters to vote "yes" or "no" to extend the City's food tax.

A second ordinance on tonight's agenda will add a question to the ballot asking voters to authorize the city to take out a low-interest loan of up to \$65 million to fund transportation investments like the Highway 34 interchanges. The food tax, if renewed by voters, is planned to be the repayment source for this low-interest financing.

The advancement of the food tax renewal and transportation debt issuance to the November 2024 ballot follows months of planning and public engagement on the ballot agenda including the following presentations to Council –

- **February 13, 2024 Work Session - December Polling Results**

The City conducted an initial public opinion poll in December 2023 surveying residents' attitudes about the city, their priorities for city programs and services, and their interest in potential tax proposals. Four tax proposal concepts were tested including the food tax renewal with and without a sunset, a transportation debt issuance and two possible 0.25% tax increases - one for public safety and one for open space. This work session was informational and introduced the 2024 ballot planning work to Council.

- **March 14, 2024 Work Session - 2024 Ballot Planning**

The March 14 work session provided detail on the funding plan for each potential tax measure and sought Council consensus on which items to advance to the qualitative research phase or "focus groups". Council requested additional information on the open space and public safety items.

- **March 26, 2024 Work Session - 2024 Ballot Planning Follow-Up**

The March 26 work session provided additional detail on the potential 0.25% open space tax and public safety tax increases. Council's direction following this work session was to include both these measures along with the food tax and transportation debt issuance in the qualitative focus

group work.

- **May 7, 2024 Regular Meeting - Focus Group Discussion**

The May 7 regular meeting included an informational item sharing key takeaways from the focus group that took place in April. The focus groups engaged a group of 39 Greeley residents on the items under consideration for the November 2024 ballot. Participants provided candid and detailed feedback about each of the potential tax measures which provided valuable insight into which items were resonating with the Greeley community. Following staff's presentation, Council provided direction to table the open space tax initiative and to proceed with the food tax renewal, transportation debt issuance and public safety tax increase for a second public opinion poll in June.

- **July 23, 2024 Work Session - Summer Poll Results and Ballot Decisions**

The July 23 work session presented Council with the results of the City's second public opinion poll and requested consensus about which items to approve for the ballot. At a high-level, the poll showed support for the food tax at 53% (down significantly from previous years' polling) and the debt measure polled stronger than previous indications at 59%. While all research indicates the Greeley community has strong support for their public safety teams, the public safety tax increase polled at just 46%. Staff's recommendation was to table the public safety tax item and instead focus solely on the tax neutral food tax renewal and transportation debt issuance for the November ballot. Council provided consensus in agreement with staff's recommendation.

Fiscal Impact:

1. Does this item create a fiscal impact on the City of Greeley? Yes
2. Additional Comments: If voters approve the ballot measure in November, this secures an ongoing capital funding source for the City of approximately \$11 Million annually.

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None.

Strategic Focus Area:

High-Performance Government
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:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 20, 2024.

Attachments:

1. Ordinance No. 31, 2024

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 31, 2024**

**AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF
THE CITY OF GREELEY, AT THE COORDINATED ELECTION TO BE
HELD NOVEMBER 5, 2024, THE QUESTION OF AUTHORIZING THE
CITY COUNCIL TO EXTEND THE CURRENT SALES TAX ON FOOD**

WHEREAS, at the November 1992 general election, the citizens of Colorado adopted, as an amendment to the Colorado Constitution, the provisions of Article X, Section 20 of the Colorado Constitution ("TABOR"), which, among other things, require voter approval for certain exercises of state and local government powers relating to taxation, revenue-raising, spending and the incurrence of debt and other multiple-fiscal year financial obligations; and

WHEREAS, the City currently imposes a general 3.00% sales tax on the purchase of food pursuant to Article III of the Greeley City Code (such sales tax is referred to herein as the "general 3.00% food sales tax"); and

WHEREAS, in addition to the general 3.00% sales tax imposed on the purchase of food, the City's existing Quality of Life tax currently imposes a 0.30% tax on the purchase of food, and the City's existing Public Safety tax currently imposes as 0.16% tax on the purchase of food, resulting in an aggregate sales tax of 3.46% on the purchase of food; and

WHEREAS, the City Council (the "Council") has determined, and hereby determines, that it is in the best interests of the health, safety and welfare of the people of the City that the registered electors of the City be given an opportunity at the November 5, 2024 coordinated election to vote "yes" or "no" with respect to the question of authorizing the Council to extend the general 3.00% food sales tax, as currently imposed, for the purpose of financing capital projects as described in the ballot title set forth below; and

WHEREAS, it is the intent of the City to comply with TABOR in submitting such sales tax extension question to the registered electors of the City.

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

Section 1. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers of the City directed toward the submission of such sales tax extension question to the registered electors of the City, are hereby ratified, approved and confirmed.

Section 2. The City Clerk is hereby authorized and directed to take all action necessary or appropriate to submit the sales tax extension question to the registered electors of the City as a ballot issue at the November 5, 2024 coordinated election, the ballot title for which shall be in substantially the following form:

CITY OF GREELEY GENERAL SALES TAX ON FOOD EXTENSION

WITHOUT RAISING TAXES, SHALL THE EXISTING VOTER-APPROVED GENERAL SALES TAX ON FOOD CURRENTLY IN EFFECT AT 3.00% BE EXTENDED UNTIL SUCH AUTHORIZATION IS ALTERED OR REPEALED BY GREELEY VOTERS OR GREELEY CITY COUNCIL FOR THE PURPOSE OF FUNDING THE FINANCING OR REFINANCING OF CITY CAPITAL IMPROVEMENT PROJECTS, INCLUDING WITHOUT LIMITATION THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, MAINTENANCE, AND REPAIR OF:

- **STREETS,**
- **PARKS,**
- **RECREATIONAL FACILITIES, AND**
- **PUBLIC BUILDINGS**

WITH SUCH EXPENDITURES TO BE SUBJECT TO INDEPENDENT REVIEW BY A CITIZENS COMMITTEE, AND SHALL THE PROCEEDS OF SUCH TAX AND THE INCOME FROM THEIR INVESTMENT BE COLLECTED, KEPT, AND SPENT AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY REVENUE OR EXPENDITURE LIMITS THAT WOULD OTHERWISE APPLY?

YES _____ NO _____

The Council hereby authorizes and directs the City Clerk to certify such ballot issue to the Weld County Clerk and Recorder and hereby sets and fixes the foregoing as the ballot title by which such ballot issue is to be submitted. Any protests or contests concerning the ballot title set forth above shall be initiated and conducted in the time and manner set forth in Section 1-11-203.5, Colorado Revised Statutes. 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 issue, 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. Nothing in this ordinance or the ballot issue shall preclude application of such revenues to the continuation (with such changes as the Council may provide) of the City's rebate program for low-income City residents, presently provided for in Ordinance No. 39, 2015.

Section 3. If the ballot issue is approved, the Council shall be authorized to continue presently existing provisions or to make other provisions (not inconsistent herewith) for the application of revenues derived from such extended general 3.00% food sales tax to the funding of the acquisition, construction, maintenance, improvement, and repair of capital projects, as described in such ballot title, including, without limitation, the application and pledge of such revenues for principal, interest and other payments and as security for presently outstanding and future bonds and other capital financing.

Section 4. If the ballot issue is approved, the Council shall appoint a committee of City residents (with the criteria of such appointments to be determined in the sole discretion of the Council) to review the schedule of capital projects planned to be funded by the general 3.00% food sales tax. Such committee shall, prior to the annual budget adoption, review the proposed projects and submit any questions or comments regarding the same to the Council for review. The Council shall consider any questions and comments raised by the committee prior to budget adoption. Notwithstanding the committee's independent review, the final determination to finance any particular project remains within the sole discretion of the Council.

Section 5. 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 6. The invalidity or unenforceability of any provision of this ordinance shall in no way affect the validity or enforceability of the remainder of this ordinance.

Section 7. Following passage of this ordinance on first reading, it shall be published in full in the Greeley Tribune. 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 in full or by reference in the Greeley Tribune, a legal newspaper of general circulation of the City. The City Clerk is authorized to include in such publications any additional information that the City Clerk may deem necessary or appropriate.

Section 8. This Ordinance shall be immediately effective on the 5th day following final publication as authorized by Section 3-16 of the Greeley Municipal Charter.

INTRODUCED, READ AND ORDERED PUBLISHED THIS 6TH DAY OF AUGUST, 2024.

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

CITY OF GREELEY, COLORADO

BY: _____
Mayor John Gates

[SEAL]
Attest:

BY: _____
City Clerk



Council Agenda Summary

August 6, 2024

Key Staff Contact: Kalen Myers, Deputy Budget & Policy Director

Title:

Introduction and first reading of an ordinance submitting to the registered electors of the City of Greeley, at the coordinated election to be held November 5, 2024, the question of authorizing the City to increase debt by \$65 Million in order to fund transportation improvements

Summary:

In order to fund critical transportation improvements like the Highway 34 interchanges at 35th Avenue and 47th Avenue, the city must take advantage of low-interest financing solutions like those offered under the federal Transportation Infrastructure and Finance Innovation Act (TIFIA). In accordance with TABOR, all debt obligations must go to a vote of the people. This ordinance will place a question on the November 5, 2024 ballot asking Greeley voters to vote "yes" or "no" to authorize a \$65 Million debt obligation which will be used to fund key transportation investments.

A second ordinance on tonight's agenda will add a question to the ballot asking voters to renew the 3.00% sales tax on food for home consumption. If passed, the food tax is planned to be the repayment source for this low-interest TIFIA financing.

The advancement of the food tax renewal and transportation debt issuance to the November 2024 ballot follows months of planning and public engagement on the ballot agenda including the following presentations to Council –

- **February 13, 2024 Work Session - December Polling Results**

The City conducted an initial public opinion poll in December 2023 surveying residents' attitudes about the city, their priorities for city programs and services, and their interest in potential tax proposals. Four tax proposal concepts were tested including the food tax renewal with and without a sunset, a transportation debt issuance and two possible 0.25% tax increases - one for public safety and one for open space. This work session was informational and introduced the 2024 ballot planning work to Council.

- **March 14, 2024 Work Session - 2024 Ballot Planning**

The March 14 work session provided detail on the funding plan for each potential tax measure and sought Council consensus on which items to advance to the qualitative research phase or "focus groups". Council requested additional information on the open space and public safety items.

- **March 26, 2024 Work Session - 2024 Ballot Planning Follow-Up**

The March 26 work session provided additional detail on the potential 0.25% open space tax and public safety tax increases. Council's direction following this work session was to include both these measures along with the food tax and transportation debt issuance in the qualitative focus

group work.

- **May 7, 2024 Regular Meeting - Focus Group Discussion**

The May 7 regular meeting included an informational item sharing key takeaways from the focus group that took place in April. The focus groups engaged a group of 39 Greeley residents on the items under consideration for the November 2024 ballot. Participants provided candid and detailed feedback about each of the potential tax measures which provided valuable insight into which items were resonating with the Greeley community. Following staff's presentation, Council provided direction to table the open space tax initiative and to proceed with the food tax renewal, transportation debt issuance and public safety tax increase for a second public opinion poll in June.

- **July 23, 2024 Work Session - Summer Poll Results and Ballot Decisions**

The July 23 work session presented Council with the results of the City's second public opinion poll and requested consensus about which items to approve for the ballot. At a high-level, the poll showed support for the food tax at 53% (down significantly from previous years' polling) and the debt measure polled stronger than previous indications at 59%. While all research indicates the Greeley community has strong support for their public safety teams, the public safety tax increase polled at just 46%. Staff's recommendation was to table the public safety tax item and instead focus solely on the tax neutral food tax renewal and transportation debt issuance for the November ballot. Council provided consensus in agreement with staff's recommendation.

Fiscal Impact:

1. Does this item create a fiscal impact on the City of Greeley? Yes
2. Additional Comments: If voters approve the ballot measure in November, the City will initiate the steps necessary to secure the transportation loan which is planned to be repaid over a period of approximately 35 years from food tax proceeds. The official debt schedule and annual repayment cost will be finalized at the time of loan agreement and will not exceed the terms outlined in the ballot language.

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None.

Strategic Focus Area:

High-Performance Government
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:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 20, 2024.

Attachments:

1. Ordinance No. 32, 2024

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 32, 2024**

**AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF
THE CITY OF GREELEY, AT THE COORDINATED ELECTION TO BE
HELD NOVEMBER 5, 2024, THE QUESTION OF AUTHORIZING THE
CITY TO INCREASE DEBT BY \$65 MILLION IN ORDER TO FUND
TRANSPORTATION IMPROVEMENTS**

WHEREAS, at the November 1992 general election, the citizens of Colorado adopted, as an amendment to the Colorado Constitution, the provisions of Article X, Section 20 of the Colorado Constitution (“TABOR”), which, among other things, require voter approval for certain exercises of state and local government powers relating to taxation, revenue-raising, spending and the incurrence of debt and other multiple-fiscal year financial obligations; and

WHEREAS, the federal government provides low interest loans to governmental entities through the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) to fund transportation improvement projects; and

WHEREAS, the interest rate on a \$65 million TIFIA loan is estimated to be 2.5% per annum, and with a repayment period of 35 years, will result in a total repayment cost of \$110 million; and

WHEREAS, the City Council (the “Council”) has determined that a TIFIA loan is the best way to fund critical improvements to the highway 34 intersections located at 35th Avenue and 47th Avenue, the expansion of the City’s regional transit service, and the construction of other traffic safety improvements; and

WHEREAS, the Council currently anticipates a pledge of the City’s existing general 3.00% food sales tax to secure and repay the TIFIA loan, if the extension of such food sales tax (as such tax is currently imposed) and the incurrence of the TIFIA loan are approved by City voters; and

WHEREAS, TABOR requires that the City obtain voter approval prior to incurring debt; and

WHEREAS, the Council has determined, and hereby determines, that it is in the best interests of the health, safety and welfare of the people of the City that the registered electors of the City be given an opportunity at the November 5, 2024 coordinated election to vote “yes” or “no” with respect to the question of authorizing the Council to incur debt in the amount of \$65 million; and

WHEREAS, it is the intent of the City to comply with TABOR in submitting such debt question to the registered electors of the City.

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

Section 1. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers of the City directed toward the submission of such debt question to the registered electors of the City, are hereby ratified, approved and confirmed.

Section 2. The City Clerk is hereby authorized and directed to take all action necessary or appropriate to submit the debt question to the registered electors of the City as a ballot issue at the November 5, 2024 coordinated election, the ballot title for which shall be in substantially the following form:

CITY OF GREELEY TRANSPORTATION DEBT ISSUANCE

SHALL CITY OF GREELEY DEBT BE INCREASED BY \$65 MILLION WITH A REPAYMENT COST OF \$110 MILLION, TO BE REPAID WITH EXISTING VOTER-APPROVED CITY TAXES AND WITHOUT RAISING TAXES OR IMPOSING ANY NEW TAX, BY SECURING LOW-INTEREST FEDERAL FINANCING(S) AND FOR THE PURPOSE OF FINANCING OR REFINANCING TRANSPORTATION PROJECTS, INCLUDING WITHOUT LIMITATION THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, MAINTENANCE, AND REPAIR OF:

- **NEW HIGHWAY 34 INTERCHANGES AT 35TH AND 47TH AVENUES TO IMPROVE SAFETY, REDUCE CRASHES, AND MINIMIZE CONGESTION;**
- **UPGRADE MAJOR TRANSPORTATION CORRIDORS FOR IMPROVED SAFETY, ACCESSIBILITY, AND TRAVEL EASE; AND**
- **EXPAND GREELEY’S REGIONAL BUS AND MOBILITY OPTIONS TO CENTERRA, DENVER, AND THE AIRPORT**

WITH SUCH EXPENDITURES TO BE SUBJECT TO INDEPENDENT REVIEW BY A CITIZENS COMMITTEE AND WITH SUCH DEBT TO CONSIST OF THE ISSUANCE AND PAYMENT OF BONDS, NOTES, OR OTHER INSTRUMENTS AND BE ISSUED AT SUCH TIMES AND PRICES (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS, NOT INCONSISTENT HEREWITH, AS THE GREELEY CITY COUNCIL MAY DETERMINE?

YES _____ NO _____

The Council hereby authorizes and directs the City Clerk to certify such ballot issue to the Weld County Clerk and Recorder and hereby sets and fixes the foregoing as the ballot title by which such ballot issue is to be submitted. Any protests or contests concerning the ballot title set forth above shall be initiated and conducted in the time and manner set forth in Section 1-11-203.5, Colorado Revised Statutes. 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 issue, 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 laws of the State of Colorado.

Section 3. If the ballot issue is approved, the Council shall be authorized to amend the City Code in a manner consistent with the ballot issue, to continue presently existing provisions or to make other provisions (not inconsistent herewith) for the application of revenues derived from the debt issuance as described in such ballot title, including capital construction, capital maintenance, capital improvements, operating expenses and capital repairs, including, without limitation, the application and pledge of loan proceeds and all legally available and authorized City funds for principal, interest and other payments and as security for presently outstanding and future bonds and other capital financing.

Section 4. If the ballot issue is approved, the Council shall appoint a committee of City residents (with the criteria of such appointments to be determined in the sole discretion of the Council) to review the transportation projects planned to be funded by the loan proceeds. Such committee shall, prior to the annual budget adoption, review the proposed projects and submit any questions or comments regarding the same to the Council for review. The Council shall consider any questions and comments raised by the committee prior to budget adoption. Notwithstanding the committee's independent review, the final determination to finance any particular project remains within the sole discretion of the Council.

Section 5. 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 6. The invalidity or unenforceability of any provision of this ordinance shall in no way affect the validity or enforceability of the remainder of this ordinance.

Section 7. Following passage of this ordinance on first reading, it shall be published in full in the Greeley Tribune. 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 in full or by reference in the Greeley Tribune, a legal newspaper of general circulation of the City. The City Clerk is authorized to include in such publications any additional information that the City Clerk may deem necessary or appropriate.

Section 8. This Ordinance shall be immediately effective on the 5th day following final publication as authorized by Section 3-16 of the Greeley Municipal Charter.

INTRODUCED, READ AND ORDERED PUBLISHED THIS 6th DAY OF AUGUST 2024.

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

CITY OF GREELEY, COLORADO

BY: _____
Mayor John Gates

[SEAL]
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

August 6, 2024

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

Title:

Public hearing and second 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. 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.

On July 16, when the ordinance was introduced on first reading, the staff recommendation was to set limits for councilmember candidates at \$1,250 and mayoral candidates at \$2,500. Council requested an amendment setting the limits at \$2500 for both councilmember and mayor candidates. The amendment and the ordinance "as amended" were approved. The amended ordinance was published in full in the Greeley Tribune and is now being presented for consideration through the public hearing and second reading process. Upon Council approval as presented, the ordinance will be published with reference to title only.

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 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:

High-Performance Government

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. 21, 2024 with Appendix A
2. Item 18 - Campaign Contribution Limits Presentation

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

APPENDIX A
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

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 \$2,500.00; 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
ORDINANCE NO. 21, 2024

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)

Campaign Finance

Stacey Aurzada, City Attorney
Heidi Leatherwood, City Clerk
City Council Meeting - August 6, 2024



Agenda



- Background
- Applicable Law
- Proposed Ordinance
- Purpose: Adopt the ordinance and publish by title only

Background

- May 21, 2013 - Municipal ordinance containing campaign contribution limits repealed
- February 7, 2023 - City Council directed staff to research and gather information from other municipalities to determine if they have implemented campaign contribution limits
- November 28, 2023 - Following presentation at a Work Session, City Council directed staff to prepare an ordinance

Current Applicable Law

- Greeley Municipal Code currently imposes no limits on municipal election campaign contributions
- HB 23-1245 became effective on January 1, 2024
 - Imposes limits on campaign contributions for local municipal elections
 - Does not apply to home rule municipalities that have enacted their own limitations
- HB 24-1283 becomes effective on August 7, 2024: Provides the opportunity for the City to refer campaign finance complaints to Secretary of State in the event of a conflict of interest

HB 23-1245

- Amends the Fair Campaign Practices Act to add limits to municipal election contributions
 - \$400 maximum individual or political party contribution
 - \$4,000 maximum “small donor committee” contribution
- Effective January 1, 2024
- Does not apply to home rule municipalities that have enacted their own limitations

HB 24-1283

- Amends the Fair Campaign Practices Act to allow the Secretary of State to handle municipal election complaints in the event of a conflict of interest
- Requires the City to authorize referral to the Secretary of State by ordinance

Proposed Ordinance- Campaign Contribution Limits

Municipal Campaign Contribution Limits

- Councilmember \$2,500.00
- Mayor \$2,500.00
- Doesn't limit contribution of candidate's personal funds
- Amounts adjusted every 2 years beginning in March 2025

Proposed Ordinance- Complaint Procedure & Penalties

- Complaints may be filed with the City Clerk
- City Clerk may
 - Dismiss the complaint
 - Allow the candidate to cure deficiencies
 - Refer to Secretary of State if City Clerk believes there is a conflict of interest
 - Refer to Hearing Officer
- Penalties
 - Up to 5 times the amount contributed, received, or spent in violation of limits
 - \$50.00 per day for each day that a required filing is late

Thank you





Council Agenda Summary

August 6, 2024

Key Staff Contact: Stacey Aurzada, City Attorney

Title:

Public hearing and second 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:

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

Legal Issues:

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

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

Other issues and Considerations:

None

Strategic Focus Area:

Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

1. Ordinance No. 22, 2024
2. Item 19 - Ballot Measure - Collective Bargaining for Sergeants Presentation

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~~ 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 6th DAY OF AUGUST, 2024.

ATTEST:

CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Ballot Measure- Collective Bargaining for Sergeants

Stacey Aurzada, City Attorney
City Council Meeting - August 6, 2024



Agenda



- Background
- Current Charter language
- Proposed Ballot question
- Proposed Charter language

Background

Initiative 02-2024

Request to the City Attorney to prepare language for a Council-initiated ballot measure to amend section 14-4(b)(a) of the City's Charter to allow sergeants the right to bargain collectively

Current Charter language

- Section 14-4 of the City's Charter authorizes Collective Bargaining only for Police Officers
- The term "Police Officers" is defined to mean
the members of the civil service of the Police Department of the City of Greeley except: any person holding the rank of sergeant or above
- Currently, Sergeants, Commanders, Deputy Chiefs and the Chief are not authorized to be part of the Collective Bargaining Unit

Proposed Ballot question

If Council passes the ordinance, this question will appear on the November 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?

Proposed Charter language

If a majority of Greeley citizens vote yes on the ballot question, Section 14(4) b of the Charter will be changed to read

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 above sergeant, including lieutenants, commanders, captains, deputy chiefs and the Chief of the Department and any other position created with the rank equivalent of commander or above after the adoption of this Article.

Thank you





Council Agenda Summary

August 6, 2024

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

Title:

Public hearing and second 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.

A motion to introduce the ordinance and schedule a public hearing and second reading for August 6, 2024, was approved by a majority vote on July 16, 2024. After the ordinance was introduced, it was published in full in the July 19, 2024, edition of the Greeley Tribune.

Fiscal Impact:

1. Does this item create a fiscal impact on the City of Greeley? Yes
2. If yes, what is the initial, or, onetime impact? \$600,000
3. What is the annual impact? \$8.4M (Three-year recurring impact)
4. What fund of the City will provide Funding? General Fund
5. 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. 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. 23, 2024 with Appendix A
2. Item 20 - 2024 GPOA Negotiations Council Presentation

**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

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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



City Council Update - 2024 Greeley Police Officer Association Negotiations

Kimberly Southern-Weber, Chief People Officer
Caleb Weitz, Director of Budget and Policy
Ned Chapin, Assistant City Attorney II
City Council Meeting – August 6, 2024



Secure Communities

Agenda

- Context – Negotiating Teams
- What We Learned
- Financial Details of the Agreement
- Timeline
- Purpose: Adopt the ordinance

Negotiating Teams

City Management Team

- Kimberly Southern-Weber, Chief People Officer
- Deputy Police Chief Michael Zeller
- Ned Chapin, Assistant City Attorney II
- Caleb Weitz, Budget & Policy Director
- Deedra Severin, Benefits & Wellness Manager
- Halle Kemp, HR Business Partner
- Cheryl Davis, Budget Analyst III
- Outside Counsel: Brent Case Semple, Farrington, Everall & Case, P.C.

Greeley Police Officer Association (GPOA) Team

- Brett Radin, President
- Brian Hunziker, Vice President
- Jonny Blair, Treasurer
- Randall Snyder, Secretary
- Jon Bohl, Member-at-Large
- Outside Counsel: Mike Lowe & Heather Kuhlman, Attorneys, Bruno, Colin, & Lowe

What we learned

GPOA Member Interests

GPOA conducted a survey of their membership and entered into negotiations with the following priorities:

- Post-Employment Healthcare Plan (PEHP)
- Increase pension contribution by the City
- Increasing compensation with understanding of market data and the total rewards package of the Collective Bargaining Agreement (CBA)

What We Achieved

- Agreement reached in negotiations on June 7, 2024
- Agreement approved by GPOA, 58 in favor, 3 opposed, on July 1st, 2024
- Total-reward package included PEHP – which will require increased contribution from Officers
- Wage increases in line with recent increases for general employees

Agreement - Financial Details



Agreement – Financial Details

Item	Description	Cost over 3 Yrs
Wages (Steps and 14% total increase)	Year One (2025): 5% Year Two (2026): 4% Year Three (2027): 5%	\$6.67M
Pension	Year One (2025): 11.5% (+1%) Year Two (2026): 11.5% Year Three (2027): 12.0% (+0.5%)	\$0.47M
Holidays	Addition of one holiday - Juneteenth	\$0.19M
Paid Time Off (PTO)	Addition of average 1.7 hours of PTO per pay period, effective 2026	\$0.48M
PEHP – ongoing		\$0.61M
PEHP – onetime		\$0.60M
Total Package	\$8.4M on-going, \$0.6M one-time	Total \$9.0M

Tentative Agreement – PEHP Details

Item	Description	Cost over 3 Yrs
Contribution: City Match, based on Step A	0 – 9.99 years – 1.25% Contribution 10 – 19.99 – 1.5% Contribution 20+ - 1.75% Contribution	\$430K
Milestone Contribution	5 year - \$1,000 10 year - \$3,000 15 year - \$7,500 20 year - \$10,000	\$175K
Catch-up:	\$1,000 for each year of service	\$600K (one-time)
Total PEHP Cost		1.21M

2024 GPOA Collective Bargaining Agreement Timeline

Timing

- ✓ May 2024 – Negotiations begin
- ✓ June 2024 – Tentative agreement reached between the City of Greeley and the GPOA
- ✓ July 2024 – GPOA approves the agreement
- August 2024 – Council votes on CBA with GPOA
- October 2024 – Council approves the City budget
- January 1, 2025 – New CBA with GPOA takes effect

Questions





Council Agenda Summary

August 6, 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 (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 at the Poudre River Ranch neighborhood.

The purpose of the project is to reduce impacts to the Poudre River ranch neighborhood and the 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 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 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 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 August 6, 2024, was approved by a majority vote on July 16, 2024. After the ordinance was introduced, it was published in full in the July 19, 2024, edition of the Greeley Tribune.

Fiscal Impact:

1. Does this item create a fiscal impact on the City of Greeley? Yes
2. If yes, what is the initial, or, onetime impact? To be negotiated
3. What is the annual impact? None
4. What fund of the City will provide Funding? 432
5. What is the source of revenue within the fund? Stormwater Fees
6. Is there grant funding for this item? No

7. If yes, does this grant require a match? NA
8. Is this grant onetime or ongoing? NA

Legal Issues:

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

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

Other issues and Considerations:

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. 24 , 2024 with Exhibit A
2. Item 21 - Poudre River Ranch Stormwater Improvement Presentation

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:

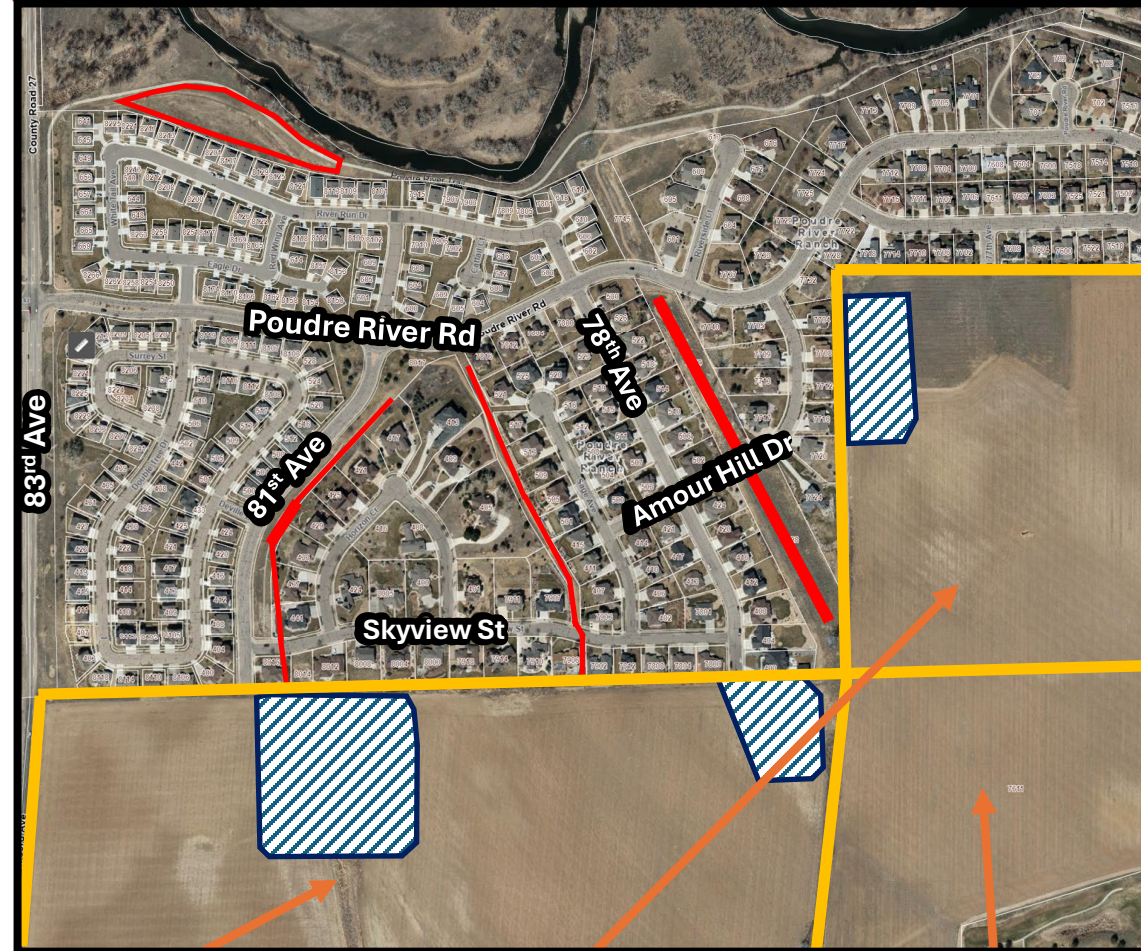
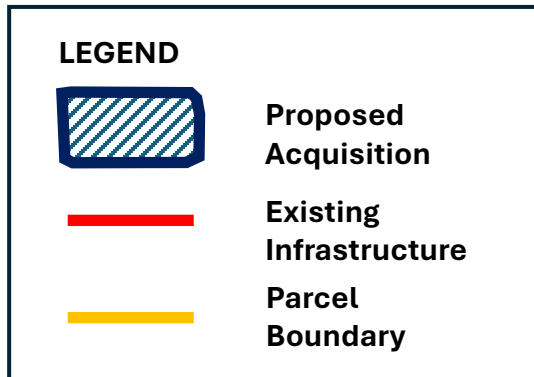
THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A

Poudre River Ranch Storm Water Improvement Project

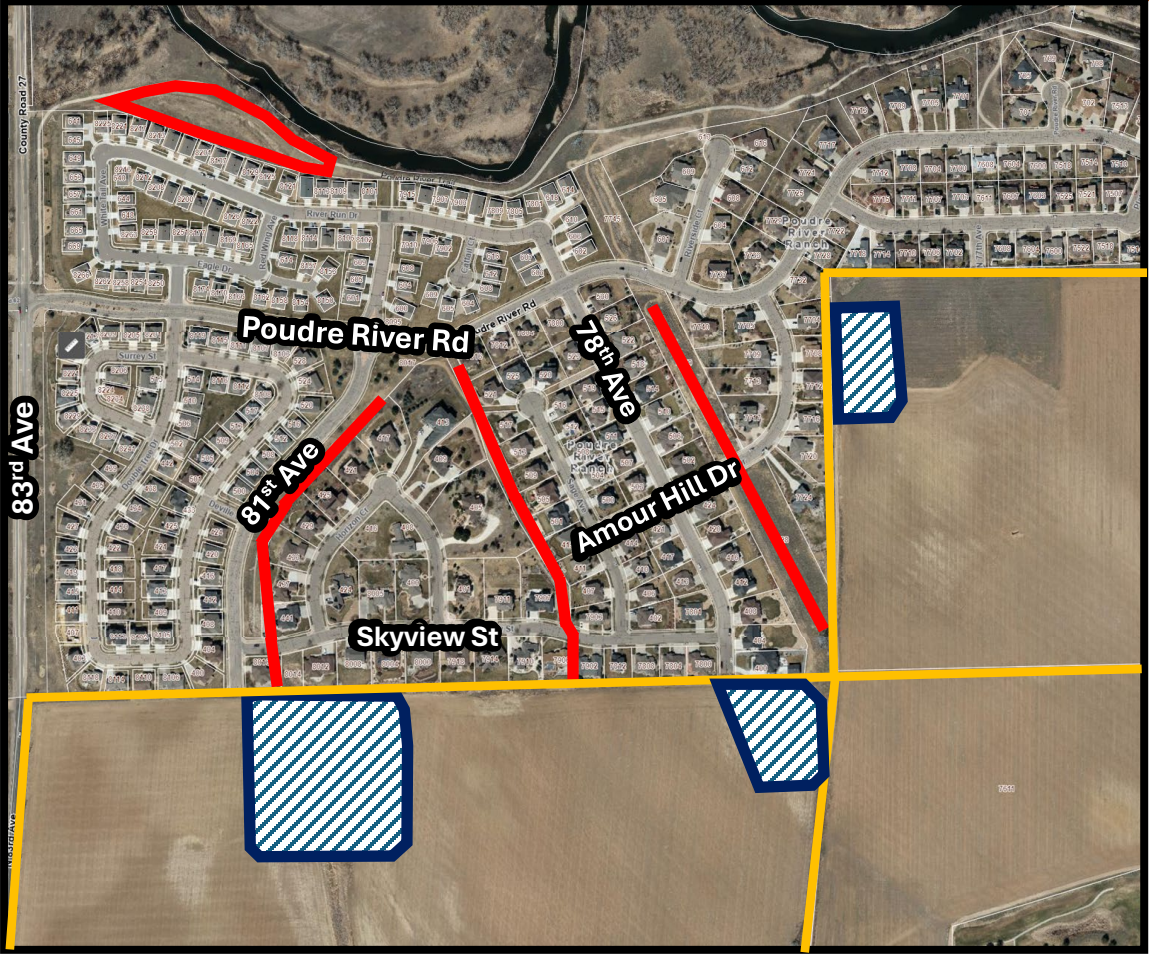


Wiedeman Family Farm LLC
Parcel ID: 095905000043

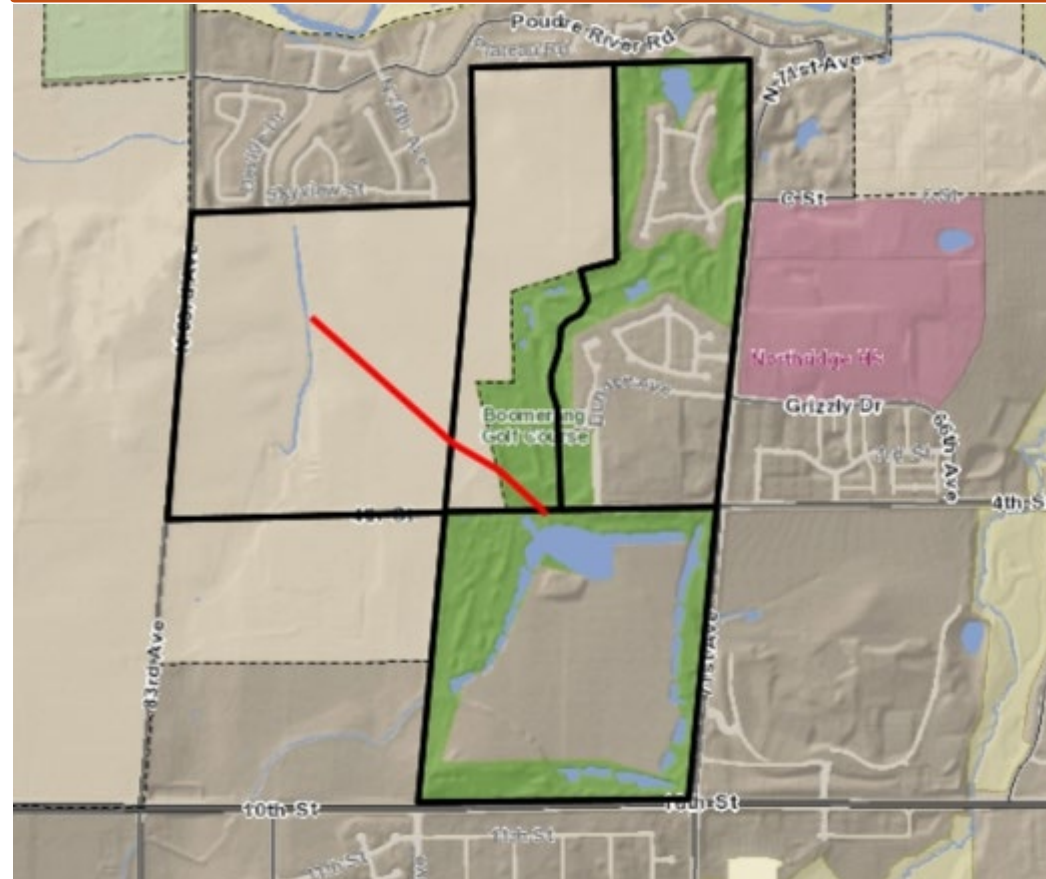
Wiedeman Family Farm LLC
Parcel ID: 080532400008

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)



Poudre River Ranch Stormwater Improvement

Bhooshan Karnik, PE, Deputy Director/Chief Engineer
Bhooshan.Karnik@greeleygov.com | 970-573-0331
City Council Meeting – August 6, 2024



Agenda

- Project Description
- History
- Project Location
- Parcel Boundaries
- Project Acquisition Needs
- Purpose: Adoption of the ordinance

Project Description

- Poudre River Run Pond was not designed to handle the flows and sediments flowing from the agricultural property on the south
- City has undertaken multiple maintenance and local improvement projects in the neighborhood to alleviate stormwater impacts
- A long-term solution requires construction of additional stormwater detention facilities on the parcel south of the neighborhood
- Council provided consensus and direction to advance design of these facilities
- Design is currently underway with final design expected to be complete by end of 2024
- Project will also acquire easements to an existing stormwater pipe that crosses private property

History

- Poudre River Ranch annexed in 1996 – stormwater elements were constructed in four phases between 1996 to 2005
- Storm sewer designed with intention that future development south will occur; flows will pass via curb & gutter, pipe, overland flow
- Plans show temporary berm and Type C inlet “until adjacent property develops”
- In accord with Annexation Agreement dated 5/20/1996, on-site detention was not required
- 2017- City took maintenance responsibility for a portion of stormwater infrastructure

History (cont.)

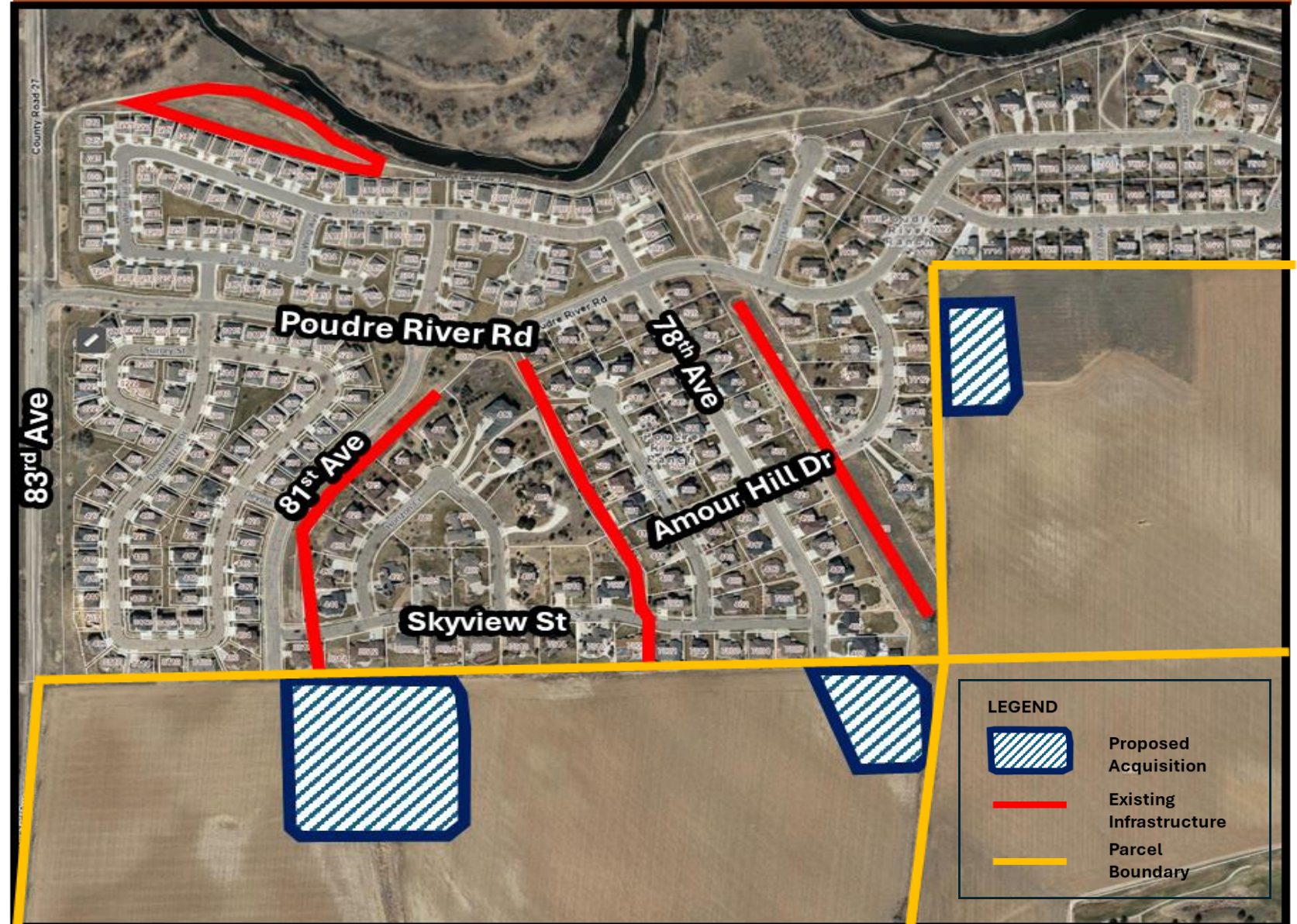
Stormwater Maintenance Summary

Following the July 1st 2021 storm event, city staff completed an extensive review and maintenance effort in the Poudre River Ranch subdivision on stormwater related infrastructure.

Stormwater Capital Improvement Summary

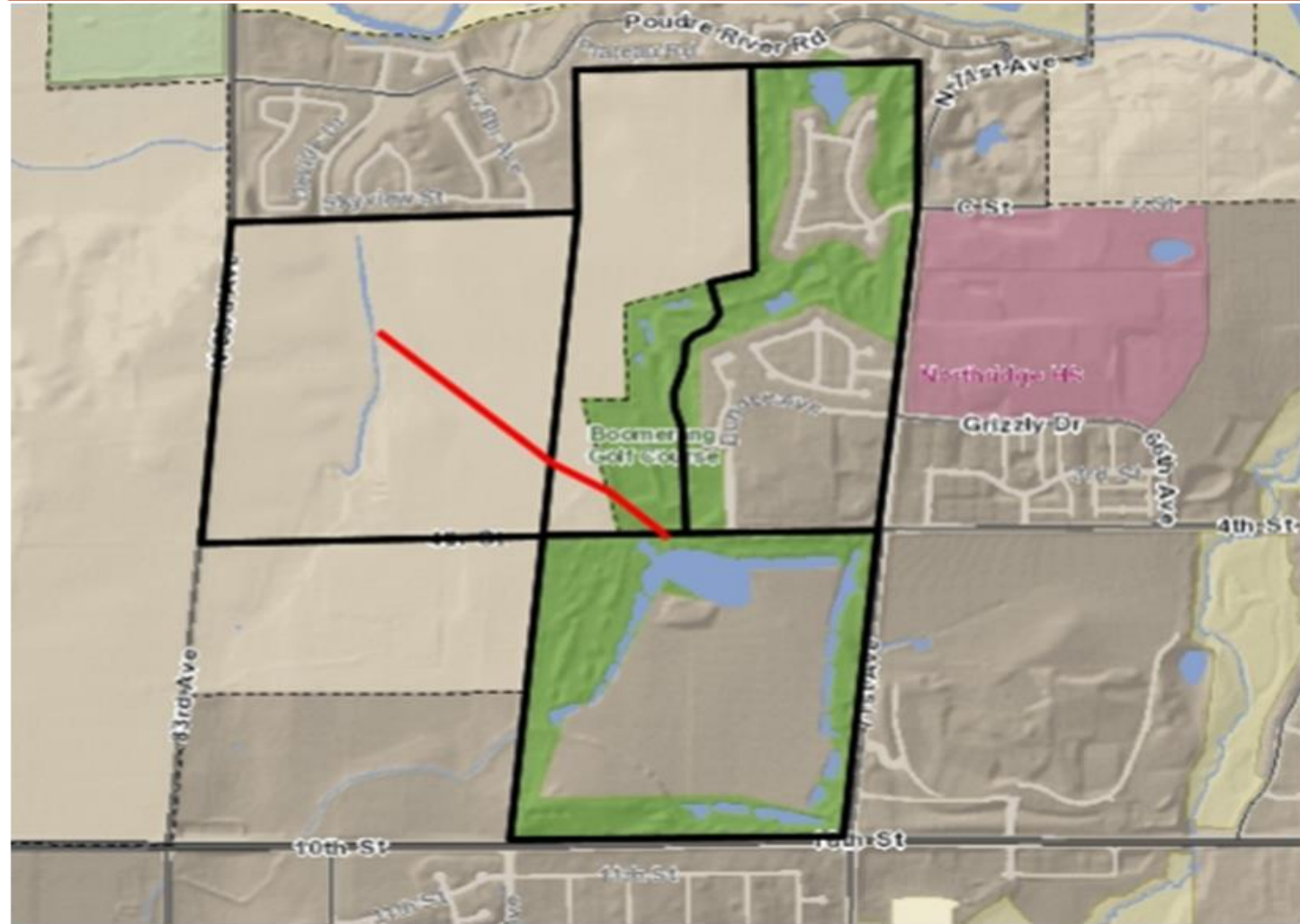
- Poudre River Run Pond – upgraded in 2022, currently being maintained, evaluating original design to improve flow
- Amour Hill Drainage Channel – Reconstruction Project complete by end of August 2024
- N. 78th Ave., south end – clean up and protect drainage inlet area
- 2022 survey verified the berm regraded to repair damage post the 2021 storm event complies with original design
- June 2024 – Consensus in Council work session to include project as a priority

Poudre River Ranch Storm Water Improvement Project



Project
Location

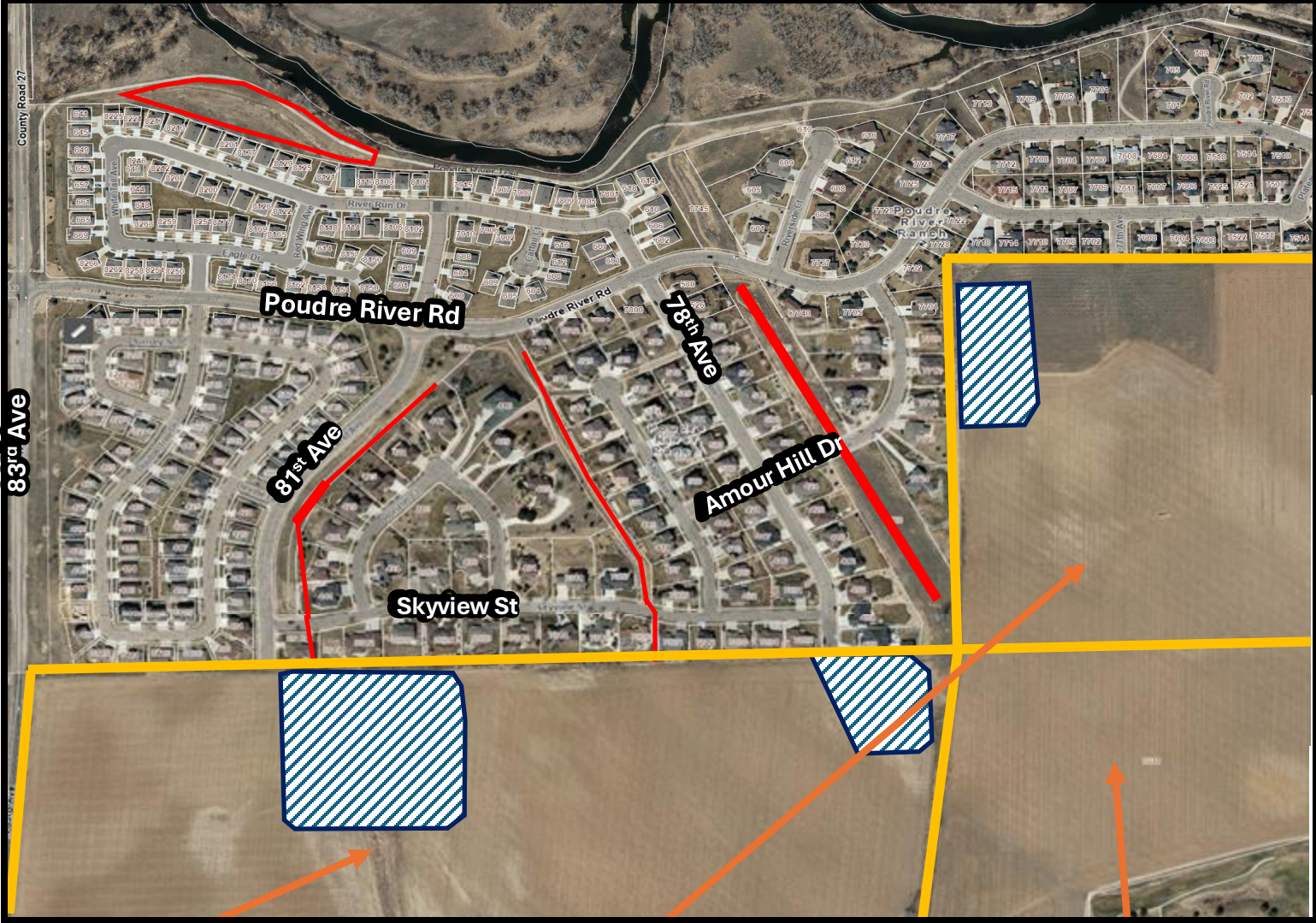
Poudre River Ranch Storm Water Improvement Project*



* Existing stormwater pipe (easement to be acquired as part of this project)

Parcel
Boundaries

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

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 adoption of the ordinance Relating to Acquire Real Property Interests by Purchase or Exercise of the Power of Eminent Domain for the project.

Thank you





Council Agenda Summary

August 6, 2024

Key Staff Contact: Deb Callies, Housing Director

Title:

A resolution declaring the intent of the City of Greeley, Colorado to issue Revenue Bonds in connection with financing residential facilities for low and middle income families or persons

Summary:

The City of Greeley has been allocated a total of \$6,932,476 for Fiscal Year 2024 in Private Activity Bonds from the State Division of Housing. Tonight's presentation will provide a general overview of Private Activity Bonds; updates since our last presentation that took place on February 20 including the additional secured \$2,408,618 in Private Activity Bond Allocation from the Town of Windsor; as well as the City's proposed plan for Fiscal Year 2024 allocation and next steps.

With the completion of the Housing Needs Assessment in 2023, we have specific measurable goals over the next two (2) years to meet the growing demand of market rate and affordable housing units. By outlining a clear plan for how to best leverage our allocation, we can ensure the city will be primed to stay on track to meet our rapid growth/demand of units. Private Activity Bonds can specifically be used to help finance new construction, rehabilitation, and acquisition projects. Projects will also encourage partnerships between public and private entities to leverage resources and expertise for affordable housing initiatives. Private Activity Bonds are typically tied to 4% Low-Income tax credit projects, administered by the Colorado Housing Finance Authority (CHFA). Therefore, we will see increased interest from developers targeting our Private Activity Bonds to ensure their proposed project will cash-flow in conjunction with CHFA.

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 which includes the following public hearing steps:

1. City staff presentation (if requested)
2. Council questions of staff

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 certain date.

Council's Recommended Action:

A motion to adopt the resolution as presented.

Attachments:

1. Resolution No. 26, 2024
2. Windsor, Colorado Resolution No. 2024-43 - Authorizing Private Activity Bond Allocation to City of Greeley
3. Carryforward Notice to Department of Local Affairs
4. Greeley Carryforward - Private Activity Bond Certificate
5. Item 22 - Private Activity Bonds Presentation

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 26, 2024**

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF GREELEY,
COLORADO TO ISSUE REVENUE BONDS IN CONNECTION WITH
FINANCING RESIDENTIAL FACILITIES FOR LOW-AND MIDDLE-INCOME
FAMILIES OR PERSONS**

WHEREAS, the City of Greeley, a home rule city and Colorado municipal corporation (the “City”) has been awarded \$6,932,476 (the “Greeley Allocation”) of 2024 private activity bond volume cap allocation for the State of Colorado (the “State”) and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, the Town of Windsor, Colorado (the “Town”) received a direct allocation of the State Ceiling for the year 2024 in the amount of \$2,408,618 (the “Windsor Allocation”, and together with the Greeley Allocation, the “2024 Allocation”); and

WHEREAS, on June 24, 2024, by resolution, the Town Board authorized the assignment of allocation (the “Assignment”) in the amount of \$2,408,618 to the City pursuant to section 24-32-1706 of the Allocation Act to be used to issue bonds to finance future affordable housing development projects; and

WHEREAS, the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “Supplemental Act”), authorizes the City to finance or refinance one or more projects to the end that residential facilities for low- and middle-income families or persons, intended for use as the sole place of residence by the owners or intended occupants, may be provided in order to promote the public health, welfare, safety, convenience and prosperity; and

WHEREAS, in order to carryforward the City’s 2024 Allocation, the City wishes to declare its intention to issue single family or multifamily revenue bonds, in one or more series, in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities will be located within the boundaries of the City and other participating jurisdictions; and

WHEREAS, the City intends to issue multifamily revenue bonds, in one or more series, in an amount not to exceed \$9,341,094 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act); and

WHEREAS, such private activity bond volume cap allocation shall be utilized by the City pursuant to the Allocation Act;

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

Section 1. In order to benefit the residents of the City, the City hereby declares its intent to issue its revenue bonds to finance single family or multifamily projects in one or more series (the “Bonds”) in an aggregate principal amount not to exceed \$9,341,094 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act), which shall be used in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence of the owners or intended occupants thereof, which residential facilities shall be located within the boundaries of the City and other participating jurisdictions.

Section 2. If the Town enters into the Assignment agreeing to assign to the City the Windsor Allocation, the City is hereby authorized to execute the Assignment and execute any additional documents in connection with the Assignment.

Section 3. In connection with the management and preservation of the City’s private activity bond volume cap allocations, the City is hereby authorized to execute any Internal Revenue Service (“IRS”) form and to enter into assignment agreements and delegation agreements with other Colorado “issuing authorities” as defined in Section 24-32-1703(12), Colorado Revised Statutes, as amended. The Mayor, the Director of Finance or an authorized representative of the City is hereby authorized and directed to execute any such IRS form and to execute and deliver any assignment agreements or delegation agreements and any other documents that are necessary in order to manage and preserve the City’s private activity bond volume cap allocations. It is the specific intent of the City Council (the “Council”) that this Resolution shall also apply to any amounts that are awarded to the City from the statewide balance or other issuing authorities pursuant to the Allocation Act. The appropriate officers of the City are hereby authorized to apply for an award from the statewide balance pursuant to the Allocation Act.

Section 4. The Council hereby finds, determines, recites and declares that the Bonds shall not constitute any multiple-fiscal year or indirect debt or other financial obligation whatsoever of the City or the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the City or a charge against the City’s general credit or taxing powers, or ever be deemed to be an obligation or agreement of any council member, officer, director, agent or employee of the City in such person’s individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds.

Section 5. The Council hereby finds, determines, recites and declares that the issuance of the Bonds in connection with financing such residential facilities will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining adequate, safe and sanitary housing.

Section 6. The Council hereby finds, determines, recites and declares the City’s intent that this Resolution constitutes an official indication of the present intention of the City to issue the Bonds, as herein provided.

Section 7. All actions not inconsistent with the provisions of this Resolution heretofore taken by the Board or any officer or employee of the City in furtherance of the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 8. All prior acts, orders or resolutions, or parts thereof, of the City in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive an act, order or resolution, or part thereof, heretofore repealed.

Section 9. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.

Section 10. All bylaws, orders or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency, and, if so repealed, no other bylaw, order or resolution, or part thereof, shall be revived.

Section 11. The Council hereby appoints Kutak Rock LLP as bond counsel in connection with the issuance of the Bonds.

Section 12. This Resolution shall take effect immediately upon its passage.

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

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

**TOWN OF WINDSOR
RESOLUTION NO. 2024 – 43**

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE TOWN OF WINDSOR'S PRIVATE ACTIVITY BOND ALLOCATION FOR 2024 TO THE CITY OF GREELEY, COLORADO; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Private Activity Bond Ceiling Act, constituting Title 24, Article 32, Part 17, Colorado Revised Statutes (the "Allocation Act"), the Town of Windsor, Colorado (the "Town") has received a direct allocation of the State of Colorado's Private Activity Bond Ceiling for the year 2024 (the "2024 Allocation") in the amount of \$2,408,618; and

WHEREAS, the City of Greeley, Colorado, has requested that the Town assign a portion of the 2024 Allocation equal to \$2,408,618 (the "Assigned Allocation") to the City pursuant to Section 24-32-1706 of the Allocation Act to be used to issue bonds to finance future affordable housing development projects,

WHEREAS, the Town desires to assign the Assigned Allocation to the City of Greeley; and

WHEREAS, there has been presented to the Town Board (the "Town Board") the form of an Assignment of Allocation between the Town and the City of Greeley (the "Assignment"), the contents of which are incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, AS FOLLOWS:

Section 1. Authorization of Assignment. The Town hereby authorizes the assignment of the Assigned Allocation to the City of Greeley for use as described above.

Section 2. Approval of Assignment of Allocation. The form, terms and provisions of the Assignment hereby are approved, and the officers of the Town hereby are authorized and directed to execute (by manual or electronic signature) and deliver the Assignment, with such changes therein as are approved by the officers of the Town executing the Assignment. The execution of the Assignment shall be conclusive evidence of the approval by the Town of such document in accordance with the terms hereof.

Section 3. Further Action. The officers of the Town shall take such other steps or actions necessary or reasonably required to carry out the terms and intent of this Resolution and the Assignment.

Section 4. Ratification. All action not inconsistent with the provisions of this Resolution heretofore taken by the Town Board and the officers of the Town directed toward the assignment of the Assigned Allocation and the authorization of the Assignment hereby are ratified, approved and confirmed.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution 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 Resolution, the intent being that the same are severable.

Section 6. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the Town, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency.

Section 7. Effective Date. This Resolution shall be in full force and effect upon its passage and approval.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 24th day of June, 2024.

TOWN OF WINDSOR, COLORADO

By: _____

Julie Cline, Mayor

ATTEST:

Karen Frawley, Town Clerk





COLORADO
Department of Local Affairs
Division of Housing

January 12, 2024

Shane Hale, Town Manager
Windsor
301 Walnut St.
Windsor, CO, 80550

Re: Private Activity Bond Allocation of \$2,408,618

Dear Mr. Hale:

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2024 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Wayne McClary at (303) 864-7819 or dola_pab@state.co.us.

Sincerely,

Maria De Cambra
Executive Director





May 22, 2024

Shane Hale
Town Manager
Town of Windsor, Colorado
301 Walnut Street
Windsor, CO 80550

Re: 2024 Private Activity Bond Allocation

Dear Mr. Hale,

We are aware that the Town of Windsor has received an allocation of \$2,408,618 in 2024 Private Activity Bonds. It is our understanding that the Town has no current plans to use this allocation, and the city would like to request the Town's 2024 allocation be reassigned to the City of Greeley for use in a future affordable housing development project.

The City of Greeley will work alongside our bond counsel to ensure compliance and leverage toward a project with greatest impact not only for the city of Greeley but also for addressing affordable housing issues in all of northern Colorado. As a reminder, Private Activity Bonds will be applied toward a project in conjunction with a 4% Low-Income Tax Credit (LIHTC) which is administered through the Colorado Housing and Finance Authority (CHFA).

Thank you for your consideration and we greatly appreciate the continued opportunity to partner with the Town of Windsor to address affordable housing. Please don't hesitate to reach out to me directly with any questions or concerns.

Sincerely,

Deb Callies
Housing Director

Colorado Department of Local Affairs
_____, 2024
Page 1

[____ _], 2024

Mr. Andrew Parades
Mr. Wayne McClary
Colorado Department of Local Affairs
Division of Housing
1313 Sherman Street, Room 320
Denver, Colorado 80203

RE: Notification Required Pursuant to § 24-32-1706, Colorado Revised Statutes, as amended
("C.R.S.")

Dear Mr. Parades and Mr. McClary:

Pursuant to C.R.S. § 24-32-1706(3)(c), the City of Greeley, Colorado (the "City") hereby notifies the Department of Local Affairs that Greeley's 2024 private activity bond volume cap allocation in the amount of **\$6,932,476**, will be utilized for a project which has a carryforward purpose, as such project is described in the attached Resolution. Greeley desires to treat its 2024 private activity bond volume cap allocation as allocated to such project for such carryforward purpose.

The information required follows:

ISSUING AUTHORITY NAME/ADDRESS/OFFICER

City of Greeley, Colorado
1000 10th Street
Greeley, CO 80513
Raymond C. Lee III, City Manager
(970) 350-9770

LEGAL COUNSEL

Kutak Rock LLP
2001 16th Street, Suite 1800
Denver, CO 80202
John H.T. Bales, Esq.
(303) 297-2400

PRINCIPAL AMOUNT OF CARRYFORWARD

\$6,932,476

NATURE OF PROJECT/BENEFICIARY

Qualified Mortgage Bonds and Qualified Residential Rental Projects
Low- and Middle-Income Families and Persons in Greeley, Colorado

Colorado Department of Local Affairs

_____, 2024

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CLASSIFICATION UNDER SECTION 146(f)(5) OF THE INTERNAL REVENUE CODE OF 1986, AS
AMENDED

Qualified Mortgage Bonds and Qualified Residential Rental Projects

INFORMATION REQUIRED BY SECTION 146(f)(2) OF THE INTERNAL REVENUE CODE OF 1986,
AS AMENDED

Purpose of Carryforward: Qualified Mortgage Bonds/ Qualified Residential Rental
Projects

Portion for such Purpose: \$6,932,476

ATTACHMENTS

Inducement Resolution of Greeley City Council
Certificate required by C.R.S. § 24-32-1709(2)(c)
Preliminary Opinion of Bond Counsel

Please be advised that Greeley intends to issue its qualified mortgage or qualified residential rental revenue bonds in 2024, but if not, a federal election for carryforward on IRS Form 8328 will be filed on or prior to February 15, 2025. Copies of the appropriate documents will be forwarded as filed.

Please call me with any questions.

Sincerely,

Raymond C. Lee III
City Manager

**CERTIFICATE REQUIRED BY SECTION 24-32-1709(2)(c)
OF THE COLORADO REVISED STATUTES, AS AMENDED**

As an official of City of Greeley, Colorado responsible for the supervision of the issuance of its private activity bonds (the “Bonds”), I DO HEREBY CERTIFY that the City of Greeley, Colorado will proceed with diligence to insure the issuance of such Bonds within the time period commencing the date hereof and ending December 31, 2027.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

CITY OF GREELEY, COLORADO

By _____
Raymond C. Lee III, City Manager



Private Activity Bonds

Ashley Weesner, Affordable Housing Manager
Ashley.Weesner@greeleygov.com
City Council Meeting – August 6, 2024



Housing for All

Agenda



- Private Activity Bonds – General Overview
- Updates since February 20th Council Presentation
- Proposed Plan for FY24 Allocation
- Next Steps
- Purpose: Pass and Adopt Resolution declaring the City's intended use of FY24 Private Activity Bonds

Private Activity Bonds- Overview

- **Not cash**
- Tax-exempt bonds issued by the State Division of Housing for ***privately*** developed projects
- IRS allows a limited amount, also know as Private Activity Bonds (PAB) “Cap”
- Municipalities (or Authorities) issue the bonds, but have no obligation to repay investors
- Investors buy the bonds
- Underwriters use the investors’ funds, or “bond proceeds,” to make a loan to the project
- The ***project*** pays back the loan & investors get repaid + interest
- PABs make rental housing eligible for 4% Low-Income Housing Tax Credit (LIHTC)

Private Activity Bonds-Overview

- Promote construction and rehabilitation of affordable housing units to address housing needs
- Encourage partnerships between public and private entities to leverage resources and expertise for affordable housing initiatives
- Contribute to the creation of vibrant and inclusive neighborhoods by ensuring access to quality affordable housing

Private Activity Bonds – Updates

February 2024	April 2024	May 2024	June 2024	August 2024
Presented to Council on PABs and options for the City FY24 Allocation \$6,932,476	Staff met with City Attorney and outside Bond Counsel to discuss options and any legal ramifications to consider <i>Recommended Carryover Option</i>	Town of Windsor requested to meet with Staff to discuss Re-Assigning their PABs to the City of Greeley for housing projects FY24 Allocation *\$2,408,618	Staff presented at Town of Windsor Board meeting to officially request PAB Re-Assignment Town Board Approved	Updates and Presentation at City Council Meeting Consider Adopting Resolution for Carryover totaling *\$9,341,094

Private Activity Bonds- Updates

Benefits of accepting the Town of Windsor's Re-Assignment of PABs

Changes in demographics, economic conditions, and environmental factors play a heavy role in determining need for additional affordable housing units. Re-assigning PAB allows for flexibility and adaptability to meet evolving needs while keeping investment local.

- ✓ Weld County = 36% of all Colorado's populations growth in 2022/2023
- ✓ Greeley is projected to see 135,000 residents by 2032 (21% increase) and 200,000 by 2055 (79% increase)

Increased partnership and collaboration between the Town of Windsor, City of Greeley, and surrounding communities which ultimately leads to improved quality of life for all residents.

Next Steps/Timeline

- **August 6, 2024**

Presentation and Adoption of Resolution allowing the City to Carryforward PAB allocation for affordable housing projects

- **September 15, 2024**

Notify State Division of Housing of PAB plans – Submit all required Carryforward documents

- **February 15, 2025**

File Carryforward with Internal Revenue Service (IRS) along with designation of use

Action Items

Staff Recommendation: Adopt Resolution allowing the City to Carryforward PAB allocation of \$9,341,094

Questions



Appendix 1- Colorado Housing and Finance Authority Role

- CHFA issues tax-exempt bonds to support investment in communities statewide
- CHFA has used its PAB volume cap in support of:
 - single family mortgages;
 - multifamily affordable rental developments;
 - small manufacturing facilities

CHFA is the allocator of the 9% and 4% federal housing credit and the state affordable housing tax credit

Appendix 2-Private Activity Bonds 4% Low-Income Tax Credits

What are 4% federal housing tax credits or Low-Income-Tax Credits?

- Typically associated with the acquisition or rehabilitation of existing buildings
- Developers often use a combination of tax credits, loans, and other financing tools to make projects financially feasible
- Administrated through Colorado Housing and Finance Authority (CHFA)

Must be paired with PABs

- PABs must be issued to support at least 50 percent of the development costs
- Pairing of PAB and Housing Tax Credits combines equity with greater loan proceeds

Appendix 3- Project Cost Example

Project Costs

Eligible Basis (construction)	\$20,000,000
Land and site improvement	\$500,000
Other ineligible costs (reserves, tax credit syndication, etc.)	<u>\$500,000</u>
Total Costs	\$21,000,000

Sources of Funds

Tax-Exempt Bonds (PAB) (must be at least 50% of aggregate basis)	\$10,920,000
LIHTC Sale (\$3,200,000 x 99.99%)	\$3,199,680
Taxable Loan	\$4,680,320
Subordinate loans/soft loans	\$2,000,000
Deferred Developer Fee	<u>\$200,000</u>
Total Costs	\$21,000,000



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

August 4 - August 31, 2024

Monday, August 5, 2024

- High Plains Chautauqua Kick-Off Reception Proclamation 5:15 p.m. Aims Community College (5401 W 20th St, Greeley, CO 80634); Welcome Center Patio

Tuesday, August 6, 2024

- City Council Meeting 6 p.m.

Wednesday, August 7, 2024

- Police Officer Retirement Ceremony 3 p.m. Greeley Police Department (2875 W 10th St, Greeley, CO 80634); Donahue Conference Room

Tuesday, August 13, 2024

- City Council Work Session Meeting 6 p.m.

Wednesday, August 14, 2024

- City of Greeley Airport Strategic Plan Presentation - Board of Weld County Commissioners 3 p.m. (1150 O Street Greeley, CO 8063) Pawnee Conference Room

Thursday, August 15, 2024

- Downtown Development Authority 7:30 a.m. 802 9th St #100, Greeley, CO 80631
- Airport Authority 3:30 p.m. Greeley-Weld Airport, 600 Airport Road

Saturday, August 17, 2024

- Glad Tidings Church Community Event 2:00 p.m. Bittersweet Park (3103 12th St Rd, Greeley, CO 80634)

Tuesday, August 20, 2024

- City Council Meeting 6 p.m.

Wednesday, August 21, 2024

- Water & Sewer Board 2 p.m.
-

Monday, August 26, 2024

- Greeley Chamber of Commerce 11:30 a.m.

Tuesday, August 27, 2024

- Greeley/Weld Quarterly Breakfast 7:30 a.m.
- City Council Work Session Meeting 6 p.m.

Wednesday, August 28, 2024

- Upstate Colorado Economic Development 7 a.m.
- Greeley History Museum Tour 10:30 a.m. 714 8th St (714 8th St, Greeley, Colorado 80631); Greeley History Museum
- Hold Weld Re-4 School District Ribbon Cutting Ceremony 5 p.m.

Thursday, August 29, 2024

- Poudre River Trail 7:30 a.m.
- Women of Distinction BizWest Event 4:30 p.m. 5290 Arena Circle Loveland, Colorado 80538 The Ranch Complex - FNBO Exhibition Hall (North Hall)
- Hold Weld Re-4 School District Ribbon Cutting Ceremony 5 p.m.

City Council Meeting Scheduling 2024			
	7/30/2024		
	This schedule is subject to change		
August 06, 2024 Council Meeting	Minutes - July 9 WS	Heidi Leatherwood	Consent
	Resolution - IGA coordinate election with the County	Heidi Leatherwood	Consent
	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
	Intro & 1st Rdg Ord - Amendment to Municipal Code Financial Operations	Stacey Aurzada	Consent
	Intro & 1st Rdg Ord - Ballot Measure - Amendment to Charter Financial Operations	Stacey Aurzada	Consent
	Intro & 1st Rdg Ord - Ballot Measure - Food Tax	Kalen Myers	Consent
	Intro & 1st Rdg Ord- Ballot Measure - Transportation Debt Issuance	Kalen Myers	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	Caleb Weitz/Kimberly Southern-Weber	Regular
	PH & 2nd Rdg Ord - Request for Eminent Domain Authority for Poudre River Ranch Stormwater Drainage Improvement Project	Bhooshan Karnik/ Paul Trombino	Regular
	Resolution - Private Activity Bonds Retention	Ashley Weesner	Regular
August 13, 2024 Council Work Session	Planning Commission Interviews	Heidi Leatherwood	Work Session
	Purchasing Code Updates	Caleb Weitz	Work Session
	2023 Audit Update	Tyra Litzau	Work Session
	Executive Session - Potential Settlement of Litigation	Stacey Aurzada	Executive Session
August 20, 2024 Council Meeting	Proclamations - National Public Lands Day Proclamation	Mayor	Intro
	Minutes - July 16 CC; July 23 WS, July 30 SM, Aug 6	Heidi Leatherwood	Consent
	Resolution - Approval of settlement agreement	Stacey Aurzada	Consent
	Intro & 1st Rdg Ord - Code amendment to retention period -Administrative Hearing Officer Records	Tasha Reynolds/ Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Housing for All Advisory Board	Deb Callies	Consent
	Intro & 1st Rdg Ord - Purchasing Code Updates	Caleb Weitz	Consent
	Intro & 1st Rdg Ord - Prohibiting Lead Service Lines	Sean Chambers	Consent
	Intro & 1st Rdg Ord - Prohibiting Domestic Wells within the City of Greeley	Sean Chambers	Consent
	Intro & 1st Rdg Ord - Westgate LID	Sean Chambers	Consent
	PH & 2nd Rdg Ord - Amending Greeley Municipal Code Relating to Museums	Chris Bowles/Diana Frick	Regular
	PH & 2nd Rdg Ord - Authorize a loan through Colorado Water Resources and Power Development Authority	Sean Chambers	Regular
	PH & 2nd Rdg Ord- Ashcroft Local Improvement District	Sean Chambers	Regular
	PH & 2nd Rdg Ord - Amendment to Municipal Code Financial Operations	Stacey Aurzada	Regular
	PH & 2nd Rdg Ord - Ballot Measure - Amendment to Charter Financial Operations	Stacey Aurzada	Regular
	PH & 2nd Rdg Ord - Ballot Measure - Food Tax	Kalen Myers	Regular
	PH & 2nd Rdg Ord - Transportation Debt Issuance	Kalen Myers	Regular

City Council Meeting Scheduling 2024			
	7/30/2024		
	This schedule is subject to change		
	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	
September 03, 2024 Council Meeting	Minutes - August 20 CC; August 13 WS	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
	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
	CDBG Home 5 year Consolidated Plan	Deb Callies	Informational
September 10, 2024 Council Work Session	Development Impact Fee Study Update	Allena Portis	Worksession
	Downtown Facilities Update	Paul Trombino	Work Session
	City Manager's Recommended Budget Presentation	Caleb Weitz	Work Session
September 17, 2024 Council Meeting	Proclamation - Suicide Awareness and Prevention Month Proclamation	Mayor	Intro
	PH & 2nd Rdg Ord - H-P Tract 3A Rezone (Tentative)	Michael Franke/Brian McBroom	Regular
	PH & 2nd Rdg Ord - Prohibiting Lead Service Lines	Sean Chambers	Regular
	PH & 2nd Rdg Ord - Prohibiting Domestic Wells within the City of Greeley	Sean Chambers	Consent
	PH & 2nd Rdg Ord - Westgate LID	Sean Chambers	Regular
	Additional Budget Presentation (If needed)	Caleb Weitz	Work Session



Council Agenda Summary

Title

Adjournment