

Greeley City Council Agenda

Regular Meeting
Tuesday, October 1, 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](https://www.youtube.com/CityofGreeley)

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

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

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**

Tuesday, October 1, 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 August 27, 2024, and City Council Meeting Proceedings of September 3, 2024
10. A motion to approve the 2025 Council Meeting and Work Session schedule
11. A resolution of the City Council of the City of Greeley, Colorado approving a change order with Mountain Constructors
12. A resolution of the City Council of the City of Greeley, Colorado approving a change order with Wright Express Financial Services (WEX)

13. A resolution finding substantial compliance with State Annexation Laws for property known as the "L&T LLC Annexation," located generally West of State Highway 257 and North of Weld County Road 54, into the City of Greeley, the subject site is comprised of 298.988 Acres
14. A resolution authorizing the Community Development Director to apply for a Local Planning Capacity Grant from the Colorado Department of Local Affairs
15. A resolution authorizing the Mayor to enter into a Memorandum of Understanding (MOU) between the City of Greeley's Police Department and the Weld County Sheriff's Office regarding distribution of joint funding provided by the Bureau of Justice Assistance
16. Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2024 and for funds held in reserve for encumbrances through December 31, 2023
17. Introduction and first reading of an ordinance adopting the Classification and Salary Plan for 2025
18. Introduction and first reading of an ordinance amending Title 2, Chapter 4 and Title 6, Chapter 6, Article III of the Municipal Code of the City of Greeley (signature authority, procurement thresholds, non-competitive procurements and change orders)

End of Consent Agenda

19. Pulled Consent Agenda Items
20. Public hearing, introduction and first reading of an ordinance adopting the budget for 2025 and making appropriations for 2025
21. Public hearing and resolution approving the Colorado Revised Statutes Title 32 Special District Consolidated Service Plan precedent to formation of eight interrelated Metropolitan Districts known as Union Colony West Metropolitan Districts Nos. 1-8 that would provide Public Facilities financing, operations, and maintenance (Case Number MD2024-0001, Union Colony West Metropolitan District Nos. 1 – 8)
22. Public hearing and second reading of an ordinance changing the official zoning map of the City of Greeley, Colorado to consider a request by Avant Civil Group to rezone 8.51 acres located north of 19th Street Road and east of 82nd Avenue from H-A (Holding Agriculture) to R-L (Residential Low Density) zone district (Case number ZON2024 0003, Mountain Vista Rezone)
23. Public hearing and second reading of an ordinance to establish Local Improvement District No. 346590 for the Westgate Non-Potable Pump Station under Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code
24. West Greeley Project Update
25. 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
26. Scheduling of Meetings, Other Events

27. Adjournment



Council Agenda Summary

Title:

Recognitions and Proclamations

Summary:

Mayor Pro Tem Hall will present the *What's Great about Greeley* Report.

Attachments:

Item 5 - Presentation



City Council Meeting
October 1, 2024

An aerial photograph of a city, likely Denver, with a large white banner overlaid in the center. The banner has a torn, paper-like edge. The background shows a vast cityscape with green trees, some buildings, and a large parking lot in the foreground. In the distance, a range of mountains with snow-capped peaks is visible under a clear blue sky with some light clouds.

***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

Jackson Elementary Earns Bolstering Physical Education and Activity Award

- Awarded by the Alliance for a Healthier Generation for America's Healthiest Schools



Greeley-Evans School District 6 Recognized with the 2024 Platinum Workplace Well-being Award by Aetna



UNC's Nursing Program Ranked Among the Best Bachelor of Science in Nursing Programs in the Nation

- Ranked by U.S. News and World Report
- Ranked in the top eight percent of 686 programs in the nation



UNC Athletes Earn Big Sky Conference Player of the Week Honors

- **Volleyball** - Maddie Davies earned Offensive Player of the Week
- **Golf** - Timbre Shehee earned Women's Golfer of the Week
- **Soccer** – Kaya Lindberg Defensive Player of the Week







Council Agenda Summary

Title

Citizen Input

Summary

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

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

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



Council Agenda Summary

Title

Reports from Mayor and Councilmembers

Summary

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



Council Agenda Summary

Title

Initiatives from Mayor and Councilmembers

Summary

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

Initiatives will generally fall into three categories:

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

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

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Next Steps & Schedule	Anticipated Deliverable & Date (Report, Council Presentation, etc.)	Assigned to:
15-2021	Olson	Formation of a committee for implementation of a funding strategy for the 35th and 47th interchanges.	December 7, 2021 Council	•Next grant application expected May 2023	• 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
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	Bid documents under preparation. Awaiting CDOT and USACOE permits	PW
11-2023	Clark/Butler	Artificial turf and landscape standards	August 1, 2023 Council Meeting	•Come back to Council with a draft ordinance	Scheduled for the October 22, 2024 Work Session	Brian McBroom
1-2020	Hall	Follow-up on the Poudre River Trail- Narrows Project	August 1, 2023 Council Meeting	•The grant application, which will be submitted in October, will complete baseline river modeling in addition to an alternative alignment analysis which will also look at the existing alignment, with high level cost estimates for each alternative. The scope will also include a 30% design of the preferred alignment. Working with existing consultants, we've established an estimated cost for the design process to get to a 30% of roughly \$150,000. •Unless a new alignment comes out of the design process, utilizing the existing alignment or an alternative on the north side of the river identified by past studies will likely exceed \$2 million to completed design/permitting and	Received a \$45,000 planning grant from the State Trails program in Colorado Parks and Wildlife, and Poudre River Trail Corrido, Inc. is contributing \$25,000 toward the design process at this integral section of the trail. Natural Areas & Trails (NAT) division of CPRD has contracted Otak to conduct geotechnical analysis for the Narrows section of the Poudre River Trail in west Greeley. NAT and Public Works staff have engaged in the process and provided feedback on the site constraints and possible solutions. The project team will be meeting with Poudre River Ranch area HOA members, the PRTC board, and Councilmember Hall on Sept. 17th to discuss the project and garner feedback from the neighborhood on solutions to secure this section of the trail, and to monitor its condition until design is completed and construction can commence.	Diana Frick
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 consulting team is working on market analysis and programming opportunities. In October there is a plan for another on site visit with Steering Committee members, stakeholders, and community open houses to share the first draft of the plan.	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	Staff will come back to a future work session to discuss the Development Code	Allena Portis/Robert Miller/Brian McBroom
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	Presentation at the December 17 Council Meeting as an informational item	Paul Trombino
7-2024	Butler	Building Permit Fees	September 17, 2024 Council Meeting	Would like staff to provide information to a work session relating to building permit fees for the last few years and what they are		Brian McBroom



Council Agenda Summary

October 1, 2024

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

A motion to approve the City Council Work Session Proceedings of August 27, 2024, and City Council Meeting Proceedings of September 3, 2024

Summary:

A work session of the City Council was held in City Council Chambers on August 27, 2024. A regular meeting of the City Council was held in City Council Chambers on September 3, 2024.

The draft proceedings of each meeting are 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:

Consideration of this matter is a legislative process.

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. Work Session Minutes August 27, 2024 DRAFT
2. City Council Proceedings Sep 3, 2024 draft

City of Greeley, Colorado
CITY COUNCIL WORK SESSION PROCEEDINGS
August 27, 2024

1. Call to Order

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

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

Heid Leatherwood, City Clerk called the roll.

The following were present:

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Mayor Pro Tem Dale Hall

Councilmember Brett Payton

Councilmember Johnny Olson

Councilmember Melissa McDonald

Mayor John Gates

4. Reports from Mayor and Councilmembers

Councilmember McDonald and Mayor Gates thanked staff for the diligent work and success of the Employee Barbeque.

5. 2024 City of Greeley Community Survey

Communications & Engagement Director Winna MacLaren introduced the item. Public Engagement Manager Nelvis Alvarez was available for questions. ETC Institute Senior Project Manager Robert Heacock presented a slide show at 6:02 p.m.

The 2024 Greeley Community Survey, conducted every two years, gathers feedback from residents about their satisfaction with various city departments and services. The survey aims to identify opportunities to improve city services and to compare Greeley's results with those of other communities.

The survey showed that residents generally have a positive perception of Greeley, with 70% satisfied with the city as a place to live and 60% satisfied with it as a place to raise children. The highest satisfaction ratings were for fire services, parks & recreation programs/facilities, and police services. When compared to other communities, Greeley excelled in many areas, particularly when measured against Mountain regional and National averages. The city's satisfaction ratings were higher than the Mountain regional

average in 38 of the 58 areas assessed, significantly higher in 29 of these, and higher than the National average in 25 areas.

Councilmember DeBoutez asked for additional details on how the surveys were delivered to respondents, specifically if phone surveys were conducted. She also inquired if previous studies are available to measure improvement. Mr. Heacock explained that caller ID renders phone surveys ineffective. Ms. MacLaren recapped the strategy to establish baselines, looking specifically at council and departmental focus areas to inform the survey. Furthermore, Councilmember DeBoutez asked for an explanation of the responses indicating dissatisfaction with elected officials. Mr. Heacock explained that there many reasons for responses, and he added that if a focus on leadership is important to council, he suggested expanding questions around that in the next survey.

Councilmember Olson summarized his observations from the survey results noting that it is indiscernible who the survey is referring to as decision-makers. He added that code compliance is important to residents and can drive improvements, especially in transportation related concerns.

Mayor Gates stated that traffic is a byproduct of growth and shared that he is pleased with the survey results. He appreciated the participation from residents.

Councilmember Butler discussed the survey results for Greeley as a great place to live. He stressed the importance of questions relating to homelessness, noting this was a concern for citizens and the survey did not have enough questions to address it.

Mayor Pro Tem Hall stated there were too many questions and asked about saturation. Ms. MacLaren explained that the recommended number of questions was maximized as the goal was to ensure that department needs were met and that benchmarks could be developed. The survey could be refined next year. Mr. Heacock added that city staff did a good job of casting a wide net with this first survey which provided some benchmark data.

Councilmember McDonald asked how many surveys were sent out and how it was determined for each ward. Mr. Heacock estimated that there were about 6000 surveys sent out and explained survey strategies for determining how the survey was implemented.

Councilmember McDonald stated that she would like to see a map and demographic information on the next survey.

Council thanked Mr. Heacock and staff for their work on this item.

6. Poudre River Restoration Initiative Master Plan

Public Works Director Paul Trombino and Senior Urban Transportation Planner Victoria McKenna presented this item at 6:39 p.m. Michael Van Valkenburgh Associates (MVVA) Principle and Project Designer Scott Streeb were available for questions.

Staff presented an overview of the Poudre River Restoration Initiative (PRRI) Project. As background, Public Works applied and received City of Greeley ARPA funding for the project in 2023. The PRRI Project was a partnership project for internal departments including Culture, Parks & Recreation Department and the Water and Sewer Department. The PRRI initiative will complement and expand the various studies and master plans by focusing on the river within the City limits as an opportunity to make the river healthy and develop the river as an economic driver.

Councilmember DeBoutez inquired about the repair and mitigation plan and recreational opportunities. Mr. Streeb provided examples of successful identification of infrastructure issues, as opposed to sectional river improvements, for making better city fabric.

Councilmember Butler asked how the plan would work with the county. Mr. Streeb explained that with the river in the center of the city as depicted in the long-term growth area, it important to consider the need for it to work for both. A stakeholder group was being formed with the anticipation that many of the landowners will be part of the stakeholder group.

Mayor Pro Tem Hall asked about the river flattening out and if the plan was to put the river back into a natural state. Mr. Trombino explained the effects of the expansion and contraction of the river, noting that there are a lot of opportunities for the City to address those issues.

7. Stormwater Project Prioritization and Basin Studies

Public Works Director Paul Trombino presented this item at 6:51 p.m.

Initiative 07-2024 was a request for an overview of the Stormwater Project Prioritization & Basin Studies. The core purpose of the Stormwater Program is to maintain compliance with the U.S. Environmental Protection Agency (EPA) & Colorado Department of Public Health and Environment (CDPHE) Municipal Separate Storm Sewer System (MS4) Permit. The MS4s are systems of storm sewers, gutters, storm drain inlets, and similar features that are owned by cities, counties, and other government entities. They collect and discharge stormwater to local waterbodies. The permit regulates the discharge sources of pollution from pipes and drains that flow directly from qualifying municipalities to state waters.

Staff presented an overview of the drainage basins, stormwater system condition assessment, priority Capital Improvement Projects (CIP), and the annual maintenance

plan. The purpose of the agenda item was to share information with City Council in support of the proposed stormwater fee increase and the CIP project priority list.

Councilmember Butler asked for clarification on the red dots on the Stormwater Condition Assessment slide. Mr. Trombino explained the red dots indicate pipes and detention and provided additional details for the repair/replacement priorities.

Mayor Gates shared that a citizen had been told by staff that the area would be repaired over a 15-year period. address major flooding issues downtown. Mr. Trombino provided a review of the anticipated work estimated to be completed by 2037, with the initial results evident in the next five to seven years.

Councilmember Olson asked if the City had any illicit discharge fines in the last few years. Mr. Trombino confirmed the City has not been fined, noting the importance of emphasizing the requirements for every project. He explained that all cities are subject to statewide regulations.

Councilmember Olson asked for a clear explanation of the difference between detention and retention. Mr. Trombino explained that with detention, water is being released over a period of time. Retention indicates a hold over a longer period and was much larger.

Councilmember DeBoutez asked Mr. Trombino about interjecting green spaces and other places for water to go. Mr. Trombino replied that there were many opportunities to add pavement and concrete. From a future-focused perspective, it was important to think about rates and shifting from a categorized model. Councilmember DeBoutez asked if this is included in the current development code. Mr. Trombino explained the new standards and adopt best practices for the future as a complete system. Mr. Lee added that many cities that were once rural and are becoming more urban, are facing challenges of making fees more equitable as it relates to charges and rates.

Councilmember DeBoutez asked if water could be released into the Number 3 ditch to provide some relief to downtown during flooding. Mr. Trombino shared that in the last rain event staff shifted water to reduce the impact on citizens.

8. Scheduling of Meetings, Other Events

None

9. Adjournment

Mayor Gates adjourned the meeting at 7:15 p.m.

Approved:

John Gates. Mayor

Attest:

Heidi Leatherwood, City Clerk

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
September 3, 2024

1. Call to Order

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

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance.

3. Roll Call

Heid Leatherwood, City Clerk called the roll.

The following were present:

Councilmember Tommy Butler

Councilmember Deb DeBoutez

Mayor Pro Tem Dale Hall

Councilmember Brett Payton

Councilmember Johnny Olson

Councilmember Melissa McDonald

Mayor John Gates

4. Approval of the Agenda

No changes were requested.

5. Recognitions and Proclamation

Mayor Gates read the Constitution Week Proclamation at 6:02 p.m.

Julianne Fritz, Ginell Stroh, Karin Culter, Marilyn Peters and Nancy Mayer of the Centennial State Chapter National Society of the Daughters of the American Revolution (NSDAR) were present in Council Chambers to accept.

Mayor Gates read the Centennial State Chapter NSDAR 120th Anniversary Proclamation at 6:04 p.m. and presented it to the above NSDAR members.

Councilmember Butler presented the What's Great about Greeley? report at 6:08 p.m.

6. Citizen Input

1. Steve Teets of Greeley thanked council for filing out his surveys. He stated that back in 2022 he wished consultants had done a better job with surveys. He believes homelessness continues to get worse, and there are a lot of barriers to people to get out their situation. .

2. Bill Gillard spoke in opposition to the debt issuance, and stated he is against the food tax renewal.

7. Reports from Mayor and Councilmembers

Councilmember DeBoutez announced an informational meeting she is hosting on September 11, 2024 from 5:30-7:30 p.m. at the Centennial Park Library Topics will include information on the current Greeley ballot issues.

Councilmember McDonald reported that she sat in on a Municipal Court trial and learned about court procedures. She congratulated Councilmember DeBoutez for receiving the Biz West Businesswoman of Distinction Award.

8. Initiatives from Mayor and Councilmembers

None.

Consent Agenda

9. **A motion to approve the City Council Meeting Proceedings of July 16, and August 6, 2024 and the Special City Council Meeting Proceedings of July 30, 2024**
10. **A motion to cancel the September 24, 2024 Work Session**
11. **Introduction and first reading of an ordinance to establish Local Improvement District No. 346590 for the Westgate Non-Potable Pump Station under Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code**
12. **Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado to rezone Tract 3A of the H-P Greeley 6th replat from I-L (Industrial Light), with DCMP (Development Concept Master Plan) zoning district to the R-H (Residential High) zoning district on approximately 16.192 acres of land (H-P Tract 3A Rezone)**

End of Consent Agenda

Mayor Pro Tem Hall moved to pull Item 12 from the Consent Agenda.

Mayor Pro Tem Hall moved to approve Consent Agenda Items 9-11. Councilmember Butler seconded the motion. The motion passed 7-0 at 6:20 p.m.

13. Pulled Consent Agenda Items

Mayor Gates asked that Mayor Pro Tem Hall address his questions for the item. Mayor Pro Tem Hall noted that he pulled the item to give staff a head's up to address a few areas in preparation for second reading. His concerns included asking the applicant to consider traffic conditions both for today and into the foreseeable future. He also asked for a list of improvements that have been made in the area, as well as providing scenarios as to how traffic issues could be handled

Mayor Pro Tem Hall moved to introduce the ordinance and approve on first reading. Councilmember Butler seconded the motion. The motion passed 7-0 at 6:22 p.m.

14. HUD Five-Year Consolidated Plan: Community Development Block Grant (CDBG) and HOME Investment Partnership Fund

Housing Director Deb Callies introduced the item with a presentation at 6:23 p.m. Anna Sitton, an advisory consultant led the presentation. This item was for information only.

The presentation included a chart showing the Community Development Block Grant (CDBG) and HOME funds the City has received over the past 5 years - \$4,148,00 in CDBG and \$2,076,599 in HOME funds, plus a one-time grant of \$2 million.

She explained that the city had started with a consultation process including forums and surveys, with a final forum scheduled for Sept 9th.

She then explained that using the information they have gathered, they will refine their approach for the next 5 years.

As of right now they have determined the key trends using the US Census bureau data. They have identified targeted intervention areas which include educational barriers, economic instability, access to housing and healthcare, as well as cultural relevance.

Current strategies included the creation of a new department, creating a strategic plan, implementing the new Housing for All advisory Board, and inter-departmental collaboration.

Key next steps will be a final community forum, results from the public survey, and drafting a plan by September 13, which they hope will be approved by council and submitted to HUD by November.

Councilmember DeBoutez asked Deb Callies if they were coordinating with the city of Evans. She wanted to know if they get their own allocations. Ms. Callies responded that she wasn't sure, but knew that Weld County does, and uses them everywhere but Greeley.

Councilmember Butler asked Assistant City Manager Juliana Kitten for the estimated

cost of one month's shelter. Ms. Kitten said the City had been quoted \$2 million per year for shelter operations open 24 hours, 7 days a week, for 365 days.

Councilmember McDonald asked where the publically available survey was with a due date of September 10. Ms. Sitton noted that it was available on Speak Up Greeley and there was a variety of surveys available.

15. Public hearing and second reading ordinance amending Title 2 of the Greeley Municipal Code to create the Housing for All Advisory Board

Housing Director Deb Callies introduced this item with a presentation at 6:37 p.m.

Ms. Callies explained the need to create a separate board from the Greeley Urban Renewal Authority (GURA) to handle CDBG and HOME funding requirements. The board's purpose would review funding requirements and use data to drive decision making and make recommendations as to how the City can monitor and evaluate progress for all the programs created.

The makeup of the board members will be diverse with 3-year terms, that will start off as staggered terms. The timeline would be immediate recruitment, as early as November, with an inaugural meeting probably in December.

Councilmember Olson asked if this board would fall under Boards and Commissions and would council be participating in the interview process. City Clerk Heidi Leatherwood confirmed as with other advisory boards, this process would include an application process and interviews by 2 councilmembers.

Mayor Pro Tem Hall asked if there would be any overlap with Housing Authority. Ms. Callies explained there would be no automatic crossover but there could be opportunities that the housing authority could apply some of the incentives or funding of programs offered by the City. City Manager Lee clarified the purpose of the board was making recommendations, not making decisions like the Housing Authority.

Councilmember Butler inquired about any professional requirements for the seats or applicable that might lead to problematic long term vacancies. Ms. Callies confirmed that there were no hard and fast requirements. City Attorney Stacey Aurzada explained the ordinance states that to the fullest extent possible board members must meet requirements, however the clerk could move ahead with other applicants.

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

1. Steve Teets asked how the board would be advertised so that the community could be informed. With no further speakers the public hearing closed at 6:44 p.m.

Mayor Pro Tem Hall moved to approve the ordinance. Councilmember DeBoutez seconded the motion. The motion passed 7-0 at 6:45 p.m.

16. Public hearing and second reading of an ordinance to amend Title 20, Chapter 3 of the Greeley Municipal Code relating to water and sewer service

Deputy Director of Utility Finance and Customer Service Erik Dial introduced the item with a presentation at 6:46 p.m.

Mr. Dial noted there were a handful of changes to Title 20. This ordinance supplements changes passed in April.

There were three items that need updated as they were not included at that time.

In September of 2021, significant changes were needed to update city code of Title 24- Development Code. Some of those changes required a response of changes to the Water and Sewer Development Code as well.

The three items relate to raw water dedication:

- Change the minimum water dedication for single-family tap
- Redefine large lot water dedication
- Remove the requirement for service commitment agreement for large residential lots

Councilmember DeBoutez asked if neighboring cities were also doing this as a best practice. Mr. Dial explained this varies quite a bit, but the approach was the lot size determining amount of raw water to pay for.

Councilmember Payton added that the purpose of the change is to bring up the amount or level of service for the smaller lots.

The public hearing opened at 6:51 p.m.

With no speakers, the public hearing closed at 6:51 p.m.

Councilmember Payton moved to approve the ordinance. Mayor Pro Tem Hall seconded the motion. The motion passed 7-0 at 6:52 p.m.

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

Mayor Pro Tem Hall moved to approve the motion. Councilmember Olson seconded the motion. The motion passed 7-0 at 6:52 p.m.

18. Scheduling of Meetings, Other Events

None.

19. Adjournment

With no further business to come before the Council, Mayor Gates adjourned the meeting at 6:53 p.m.

Approved:

John Gates. Mayor

Attest:

Heidi Leatherwood, City Clerk



Council Agenda Summary

October 1, 2024

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

A motion to approve the 2025 Council Meeting and Work Session schedule

Summary:

Section 2-150 of the Greeley Municipal Code addresses the Council's regular meetings, work sessions, and special meetings. This code section sets regular meetings on the first and third Tuesdays of each month, and work sessions on the second and fourth Tuesdays of each month. The Council may change the day, hour or location of regular meetings or work sessions by motion. The Council may also set special meetings and special work sessions by motion.

The 2025 Council Meeting and Work Session schedule is attached.

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:

Business Growth
Community Vitality
High-Performance Government
Housing For All
Infrastructure and Mobility
Quality of Life
Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

Approve the motion.

Attachments:

1. 2025 Council Meeting and Work Session Schedule Calendar
2. 2025 Council Meeting and Work Session Schedule List

Year

2025

Month

1

Start Day

1

1:Sun, 2:Mon ...

2025 City Council Meeting and Work Session Calendar

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



Cancel

Council Meetings

Work Sessions



Federal & City Holidays

30

Proposed 2025 Council Meeting/Work Session Dates			
City Council Meetings	City Council Work Sessions		
January 7, 2025	January 14, 2025	January 5, 2025	New Year's Day
January 21, 2025	January 28, 2025	January 20, 2025	Martin Luther King Jr. Day
February 4, 2025	February 11, 2025	February 17, 2025	President's Day
February 18, 2025	February 25, 2025	May 26, 2025	Memorial Day
March 4, 2025	March 11, 2025	June 19, 2025	Juneteenth
March 18, 2025	March 25, 2025	July 4, 2025	Independence Day
April 1, 2025	April 8, 2025	September 1, 2025	Labor Day
April 15, 2025	April 22, 2025	November 11, 2025	Veteran's Day
May 6, 2025	May 13, 2025	November 27-28, 2025	Thanksgiving
May 20, 2025	May 27, 2025	December 24 - 25, 2025	Christmas
June 3, 2025	June 10, 2025		
June 17, 2025	June 24, 2025		
7/1/2025 (4th of July Holiday)	*	July 8, 2025	Meetings that may be canceled *
July 15, 2025		July 22, 2025	* July 1, 2025
August 5, 2025		August 12, 2025	* November 4, 2025
August 19, 2025		August 26, 2025	* November 11, 2025
September 2, 2025		September 9, 2025	* November 25, 2025
September 16, 2025		September 23, 2025	* December 23, 2025
October 7, 2025		October 14, 2025	
October 21, 2025		October 28, 2025	
11/4/2024 (Election Day)	*	11/11/2025 (Veterans Day)	*
November 18, 2025		11/25/2025(Thanksgiving Holiday)	*
December 2, 2025		December 9, 2024	
December 16, 2025		12/23/2025(Christmas Cancelled)	*



Council Agenda Summary

October 1, 2024

Key Staff Contact: Paul Trombino, Public Works Director

Title:

A resolution of the City Council of the City of Greeley, Colorado approving a change order with Mountain Constructors

Summary:

The requirements from the Traffic Department to limit the impact on traffic at this intersection were not fully known until they were conveyed by their representative at the preconstruction meeting. This required a full closure of the intersection and caused the contractor to work the weekend, which increased costs for traffic control and flagging.

The traffic Department also requested the use of flowfill to backfill the trench to limit the impact to traffic. Additionally, a concrete test was added to the contract to protect the City's assets. After opening up the trench to replace the storm sewer pipe, it was found that stormwater had completely undermined the existing connecting inlet and that it would need to be replaced as well. The replacement of the inlet added additional costs for repairing connecting pipes, stabilizing the inlet subsurface, and additional quantities for removing and replacing items of asphalt, sidewalk, and curb and gutter.

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? \$52,633.95
3. What is the annual impact? N/A
4. What fund of the City will provide Funding? Fund 321 - Keep Greeley Moving
5. What is the source of revenue within the fund? .65 tax
6. Is there grant funding for this item? No
7. If yes, does this grant require a match? N/A
8. Is this grant onetime or ongoing? N/A
9. Additional Comments: None

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure and Mobility
Quality of Life
Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

A motion to adopt the resolution.

Attachments:

1. Resolution No. 30, 2024
2. Change Order 1 - Mountain Constructors

**THE CITY OF GREELEY, COLORADO
RESOLUTION 30, 2024**

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

WHEREAS, on August 26th, 2024, the City of Greeley contracted with a company called Mountain Constructors for the emergency repair of 35th Avenue & 20th Street Storm Sewer Replacement; and

WHEREAS, this is the first change order for the existing contract with Mountain Constructors to allow an increased scope of work to support the necessary emergency repair and replacement on 35th Avenue & 20th Street Storm Sewer; and

WHEREAS, the City of Greeley requested a concrete test be added to the contract to protect the City's assets. After opening up the trench to replace the storm sewer pipe, it was found that stormwater had completely undermined the existing connecting inlet and that it would need to be replaced as well.; and

WHEREAS, this Change Order is made in the best interest of the Traffic Division for providing safety to the public in this intersection; and

WHEREAS, authorization of this Change Order will also allow the additional connecting inlet replaced and provide for the additional cost for repairing connecting pipes, stabilizing the inlet subsurface and the additional quantities for removal and replacement of asphalt, sidewalk and curb and gutter and

WHEREAS, the Change Order is in the amount of \$52,633.95 which requires approval of City Council pursuant to Section 6-486 of the Greeley Municipal Code.

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

Section 1. The Change Order number 1 in the amount of \$52,633.95 is hereby approved.

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

PASSED, AND ADOPTED, SIGNED AND APPROVED this 1st DAY OF October 2024.

ATTEST:

THE CITY OF GREELEY, COLORADO

By _____
City Clerk

By: _____
Mayor



CHANGE ORDER FORM

Project Information				
Change Order #:	1		Date:	September 16, 2024
Project Name:	35th Ave & 20th Street Repair - Storm Sewer Replacement			
Solicitation Number:	N/A		Dept/Division:	PW/Stormwater
COA:	321.4101.55100.8202		PO #:	P20243558
Project Number:	12521			
Expenditure Organization:	Public Works			
Expenditure Type:	8202			
Task Number:	1.0			
Project Manager:	Aaron Stines		Title:	Civil Engineer IV - Stormwater
Contractor/Consultant Information				
Contractor/Consultant:	Mountain Constructors		Email:	joe@mountainconstructors.com
The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.				
See attached	1		sheets with full explanation for the change order.	
Compensation to Contractor/Consultant				
The original contract sum was:			\$59,384.00	
The net change by previous change order was:			\$0.00	
The contract sum prior to this change order was:			\$59,384.00	
The contract sum will be: (See List) Increased			\$52,633.95	
The new contract sum, including this change order is:			\$112,017.95	
The contract time will be: (See List) Unchanged			N/A	
The new date for project completion:			N/A	
This CHANGE ORDER is intended to, and the OWNER agrees that it shall, fairly and adequately compensate the CONTRACTOR/CONSULTANT for the extra direct costs (time and materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies and accelerations in the WORK associated with this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for such expenses and damages.				
This CHANGE ORDER is intended to, and the CONTRACTOR/CONSULTANT agrees that it does, provide the CONTRACTOR/CONSULTANT a reasonable and adequate period of time in which to complete the WORK in accordance with the CONTRACT for establishment of policies, as amended by this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for additional time to perform the WORK associated with this CHANGE ORDER.				
The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.				
Signatures for City Manager				
IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.				
Approved as to Substance		Reviewed as to Legal Form		
City Manager		City Attorney		
Certification of Contract Funds Availability		Departmental Certification		
Director of Finance		Department Director		
Purchasing Official		Project Manager		
Certification of Content by Contractor/Consultant				
Representative of Contractor/Consultant		Title		
Additional Review:				
CIP	Budget			
Approval Level is at City Manager based on cumulative change orders totalling \$52,633.95 for a total of 88.63%				

4/1/2023



CHANGE ORDER FORM

Project Information

Change Order #:	1
Project Name:	35th Ave & 20th Street Repair - Storm Sewer Replacement
Date:	9/16/2024
Project Manager:	Aaron Stines

Change Order Justification

Why was this not in original contract?	Requirements from the Traffic Division to limit the impact to traffic in this intersection were not fully known until they were conveyed by their representative at the preconstruction meeting. This required a full-closure of the intersection and caused the contractor to work the weekend which increased costs for traffic control and flagging. The Traffic Division also requested the use of flowfill to backfill the trench to limit the impact to traffic. Additionally, a concrete test was added to the contract to protect the City's assets. After opening up the trench to replace the storm sewer pipe, it was found that stormwater had completely undermined the existing connecting inlet and that it would need to be replaced as well. The replacement of the inlet added additional cost for repairing connecting pipes, stabilizing the inlet subsurface, and additional quantities for remove and replacement items of asphalt, sidewalk, and curb and gutter.
Budget Impact/Funding	See attached Change Order Request for details of the added costs.
Impact to project schedule	None. Project is complete.
Detailed Explanation of Change Order	These changes were made in the best interest of the Traffic Division for providing safety to the public in this intersection. The Traffic Department changed the method in which they wanted to handle traffic control at this intersection between the time of requesting bids and the start of construction. These changes were made to limit the impact to traffic and the total duration of the project. As stated earlier, the increased costs are associated with the full-closure of the intersection over the weekend, and changing the backfill to flowfill for the pipe trench. Additionally, it was discovered that the connecting inlet had been undermined by stormwater. After the water was vacuumed from under the inlet, the entire structure settled, requiring it to be replaced. Replacing the inlet added associated costs as described above.



Change Order Request

PO Box 405
Platteville, Colorado 80651
(970) 785-6161
FAX: (970) 785-2515

Prepared For: City of Greeley
Project Name: 35th Ave and 20th St - Storm Sewer
Date: August 22, 2024
COR #1

Item No.	Item Description	Qty	Unit	Unit Price	Extended Amount
Additional pricing for requested scope changes					
1	Overtime	0	HR	\$25.00	\$0.00
2	Testing	1	EA	\$800.00	\$800.00
3	Flowfill	36.5	CY	\$304.00	\$11,096.00
4	Traffic Control Increase for Full Closure	5	DY	\$400.00	\$2,000.00
5	Flagging	180.25	HR	\$50.00	\$9,012.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total	\$22,908.50

1. Overtime hours are estimated, actual hours will be charged per employee.
2. Testing number is estimated, actual test will be charged for each test requested.
3. Flowfill CY are estimated, actual amount delivered and installed on the job will be billed.

*Asphalt was calculated at 6", if the City would like us to match the current roadway we can supply an additional price for depths deeper than 6 "

Date:

Mindy Miller

16-Sep-24



Change Order Request

PO Box 405
Platteville, Colorado 80651
(970) 785-6161
FAX: (970) 785-2515

Prepared For: City of Greeley
Project Name: 35th Ave and 20th St - Storm Sewer
Date: September 16, 2024
COR #2

Item No.	Item Description	Qty	Unit	Unit Price	Extended Amount
Additional pricing for requested scope changes					
1	Inlet Type 13 Double	1	EA	\$18,668.00	\$18,668.00
2	Repair Concrete Pipe Into Inlet	1	EA	\$750.00	\$750.00
3	Remove Inlet	1	EA	\$1,781.25	\$1,781.25
4	Unstable Material	30	CY	\$64.38	\$1,931.40
5	Extra Removal of Existing 12" CMP	6	LF	\$48.00	\$288.00
6	Extra Instal 12" ADS Polypropylene Storm Pipe	6	LF	\$152.50	\$915.00
7	Extra R&R Asphalt	35	SY	\$120.00	\$4,200.00
8	Extra R&R Concrete Sidewalk	1	LS	\$2,503.80	\$2,503.80
9	Extra R&R Curb & Gutter	31	LF	\$48.00	\$1,488.00
10	Connect to Existing Structure	-1	EA	\$2,800.00	-\$2,800.00
					\$0.00
				Total	\$29,725.45

*Asphalt was calculated at 6", if the City would like us to match the current roadway we can supply an additional price for depths deeper than 6 "

Date:

Mindy Miller

16-Sep-24



Council Agenda Summary

October 1, 2024

Key Staff Contact: Paul Trombino, Public Works Director

Title:

A resolution of the City Council of the City of Greeley, Colorado approving a change order with Wright Express Financial Services (WEX)

Summary:

During the creation of the blanket purchase order with Wright Express for the City's fuel purchases, not enough funds were encumbered within the contract. There are enough funds budgeted, and the funds were appropriated within the 2024 budget to account for the expected need for fuel. Due to increases in fuel costs, this change order will facilitate the necessary fuel purchases that are needed for the remainder of 2024.

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? onetime \$228,400
3. What is the annual impact? N/A
4. What fund of the City will provide Funding? General Fund
5. What is the source of revenue within the fund? General Fund
6. Is there grant funding for this item? No
7. If yes, does this grant require a match? N/A
8. Is this grant onetime or ongoing? N/A
9. Additional Comments: None

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure & Mobility

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 a resolution.

Attachments:

1. Resolution No. 31 , 2024
2. Change Order 2 - 2024 Fuel purchases for Transit, Sourcewell Contract 080620 - WEX

**THE CITY OF GREELEY, COLORADO
RESOLUTION 31, 2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO APPROVING A CHANGE ORDER WITH WRIGHT EXPRESS
FINANCIAL SERVICES (WEX)**

WHEREAS, on March 5th, 2024, the City of Greeley contracted with a company called Wright Express Financial Services (WEX) for the 2024 fuel purchases for Transit Fleet; and

WHEREAS, on August 7, 2024, the City approved a change order for the existing contract with Wright Express Financial Services (WEX) to allow an increase on the existing contract for additional fuel needs due to increase in fuel costs; and

WHEREAS, authorization of this Change Order will also allow the additional fuel needs to be addressed for the remainder of the 2024 year for Transit Fleet; and

WHEREAS, the Change Order is in the amount of \$228,400.00 which requires approval of City Council pursuant to Section 6-486 of the Greeley Municipal Code.

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

Section 1. The Change Order number 2 in the amount of \$228,400.00 is hereby approved.

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

PASSED, AND ADOPTED, SIGNED AND APPROVED this 1st day of October 2024.

ATTEST: THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



CHANGE ORDER FORM

Project Information			
Change Order #:	2	Date:	September 3, 2024
Project Name:	2024 Fuel purchases for Transit, Sourcewell Contract 080620-WEX		
Solicitation Number:	N/A	Dept/Division:	Mobility Services
COA:	Multiple	PO #:	P20240871
Project Number:	N/A		
Expenditure Organization:	Mobility Services		
Expenditure Type:	GAS AND FUEL		
Task Number:	N/A		
Project Manager:	Tom Christian	Title:	Fleet Manager
Contractor/Consultant Information			
Contractor/Consultant:	Wright Express Financial Services	Email:	
The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.			
See attached	61	sheets with full explanation for the change order.	
Compensation to Contractor/Consultant			
The original contract sum was:		\$462,145.00	
The net change by previous change order was:		\$115,000.00	
The contract sum prior to this change order was:		\$577,145.00	
The contract sum will be: (See List)	Increased	\$228,400.00	
The new contract sum, including this change order is:		\$805,545.00	
The contract time will be: (See List)	Unchanged	N/A	
The new date for project completion:		N/A	
This CHANGE ORDER is intended to, and the OWNER agrees that it shall, fairly and adequately compensate the CONTRACTOR/CONSULTANT for the extra direct costs (time and materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies and accelerations in the WORK associated with this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for such expenses and damages.			
This CHANGE ORDER is intended to, and the CONTRACTOR/CONSULTANT agrees that it does, provide the CONTRACTOR/CONSULTANT a reasonable and adequate period of time in which to complete the WORK in accordance with the CONTRACT for establishment of policies, as amended by this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for additional time to perform the WORK associated with this CHANGE ORDER.			
The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.			
Signatures for City Council			
IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.			
Approved as to Substance		Reviewed as to Legal Form	
City Manager		City Attorney	
Certification of Contract Funds Availability		Departmental Certification	
Director of Finance		Department Director	
Purchasing Official		Project Manager	
Certification of Content by Contractor/Consultant			
Representative of Contractor/Consultant		Title	
Additional Review:			
CIP	Budget		
Approval Level is at City Council based on cumulative change orders totalling \$343,400. for a total of 74.31%			



CHANGE ORDER FORM

Project Information

Change Order #:	2
Project Name:	2024 Fuel purchases for Transit, Sourcewell Contract 080620-WEX
Date:	9/3/2024
Project Manager:	Tom Christian

Change Order Justification

Why was this not in original contract?	Due to increase in fuel prices additional funds are needed.
Budget Impact/Funding	Contract will be increased by \$228,400: 100.5100.51100.7326. \$170,000.00, 100.5100.51500.7327 \$58,400
Impact to project schedule	N/A
Detailed Explanation of Change Order	Not enough funds were budgeted on the blanket PO due to cost estimates. Due to increases in fuel costs, PO will be increasing to cover fuel for Transit fleet.



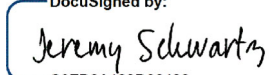
CONTRACT EXTENSION

Contract Number: #080620-WEX

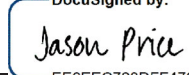
Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WEX Bank (Vendor) 111 East Sego Lily Drive, Suite 250. Sandy, UT 84070 have entered into Contract #080620-WEX for the procurement of Fleet Payment Solutions with Related Services. The Contract has an expiration date of September 7, 2024, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of September 7, 2025. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/16/2023 | 10:29 AM CDT

WEX Bank

DocuSigned by:

By: EE6EEC720DFF478...
Jason Price
Title: President/CEO
Date: 10/10/2023



**Solicitation Number: RFP #080620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **WEX Bank**, 7090 South Union Park Center, Suite 350, Midvale, UT 84047 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires September 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11, 12, 13, 15 and 16 survive the expiration or cancellation of this Contract and Article 14 survives the expiration or cancellation of this Contract solely with respect to acts or omissions occurring during the Term of the Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. For any conflicts between the Proposal and the Contract, the Contract prevails. Additionally, may require Participating Entities to agree to the attached and incorporated **Wex Universal – Terms and Conditions for Government Fleets**. Vendor acknowledges that some of the additional terms and conditions may need to be negotiated by

the Participating Entity since the Participating Entity may not be legally permitted to agree to all terms With the exception of those provisions cited in Article 19 of this Contract, and with the exception of Sourcewell accessing the products and services offered under this Contract for its own use, the Wex Universal – Terms and Conditions for Government Fleets are not applicable to the relationship between Vendor and Sourcewell and are not binding on Sourcewell.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

1. Identify the applicable Sourcewell contract number;
2. Clearly specify the requested change;
3. Provide sufficient detail to justify the requested change;

4. Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
5. Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **INTENTIONALLY OMITTED.**

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

- A. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
- B. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
- C. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by Vendor and the Participating Entity making the purchase pursuant to Section 6.B.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from damages resulting directly from any claims or causes of action, including attorneys' fees, arising directly out of Vendor's negligence or willfull misconduct during the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. No more than one audit per year will be performed by Sourcewell or any Participating Entity, and Vendor will receive a minimum of 45 days' advance written notice of such an audit.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

A. *Grant of License.* During the term of this Contract:

A. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

B. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

B. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

C. *Use; Quality Control.*

1. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
2. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
3. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as outlined in the WEX Universal Terms and Conditions appended hereto.

B. **DEFAULT AND REMEDIES.** The WEX Universal Terms and Conditions appended hereto shall govern default and remedies available to the parties.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer

attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Upon the renewal of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds; but only to the extent an indemnity is owed pursuant to this Agreement.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures

required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

080620-WEX

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 11/20/2020 | 12:25 PM CST

WEX Bank

DocuSigned by:
By: Tim Laukka
C12BE2BB9446476...
Tim Laukka

Title: President and CEO

Date: 11/20/2020 | 10:14 AM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 11/25/2020 | 8:23 AM CST

RFP 080620 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name: WEX Bank
Address: 7090 South Union Park Center
Suite 350
Midvale, UT 84047
Contact: Denise Baumgart
Email: denise.baumgart@wexinc.com
Phone: 913-393-3208
HST#: 84-1425616

Submission Details

Created On: Tuesday June 30, 2020 14:46:43
Submitted On: Thursday August 06, 2020 14:25:55
Submitted By: Denise Baumgart
Email: denise.baumgart@wexinc.com
Transaction #: ae75e837-96d7-4571-b9ad-6c4bd7b8dced
Submitter's IP Address: 136.33.193.72

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	WEX Bank	*
2	Proposer Address:	7090 South Union Park Center, Suite 350 Midvale, UT 84047	*
3	Proposer website address:	www.wexinc.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tim Laukka, President and CEO 7090 South Union Park Center, Suite 350 Midvale, UT 84047 Email: tim.laukka@wexinc.com Phone: 888-842-0075	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Denise Baumgart, Strategic Relationship Manager 17071 W 93rd Terr. Apt 13106 Lenexa, KS 66219 Email: denise.baumgart@wexinc.com Phone: 913-393-3208	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. WEX is Sourcewell's current fleet card and telematics vendor. For 36 years, we have built our proprietary closed-loop network that includes acceptance at 95 percent of the retail fuel locations in the United States. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. ABOUT WEX, INC. Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to \$39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from \$318 million in revenue and 725 employees to \$1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from \$1.49 billion in 2018. GOVERNMENT EXPERIENCE WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.
8	What are your company's expectations in the event of an award?	WEX has been Sourcewell's fleet card vendor of choice since 2011. We welcome the opportunity to continue what we feel has been a mutually beneficial relationship for Sourcewell, its members, and WEX. There are currently more than 3,200 tax exempt organizations, including five states utilizing the Sourcewell contract. WEX will continue to market our best-in-class fleet card program to Sourcewell's members. Remaining with WEX will help ensure that Sourcewell and its members continue to receive the benefits of the WEX Fleet Card program while avoiding a potentially time-consuming and costly contract negotiation and implementation with a new provider.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to \$39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from \$318 million in revenue and 725 employees to \$1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from \$1.49 billion in 2018. Please see the attached financial documents.	*
10	What is your US market share for the solutions that you are proposing?	Although internal market share estimates are confidential, WEX fleet cards offer more than 300,000 governmental and commercial organizations with approximately 14.9 million vehicles exceptional payment security and control. WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.	*
11	What is your Canadian market share for the solutions that you are proposing?	The WEX Fleet Card is currently accepted at 2,479 sites in Canada. This includes 1,834 Esso sites, 213 Mobil sites, 154 Pioneer Energy sites, 82 Shell Flying J sites and 70 7-Eleven sites. WEX also has signed agreements with merchants representing an additional 1,067 sites. This includes 507 Irving Oil sites and 233 Petroles Crevier sites.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	WEX has not petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider. This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. For more than 36 years, we have built our proprietary closed-loop network in the United States that includes site acceptance at more than 95 percent of the nation's retail fuel locations. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. WEX, Sourcewell's current fleet card provider, currently processes transactions for commercial and government fleets totaling more than 14.9 million vehicles. WEX markets its services directly to fleets, and to businesses as an outsourcing partner for its strategic relationships. The sales and service delivery associates are employed by WEX. WEX does not utilize dealer networks to market, sell, or service the Sourcewell card program offered in this response.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WEX holds all required licenses and certifications. WEX Bank is a Utah industrial bank that is regulated by the FDIC. WEX Inc. is SOX and PCI-DSS compliant.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	WEX has regularly been ranked in the Information Week Elite 100, including as high as 19th.	*
17	What percentage of your sales are to the governmental sector in the past three years	This information is confidential. However, of the approximately 14.9 million WEX cards on the market, more than 1 million are for tax exempt fleets. This includes 25 state contracts, the existing Sourcewell contract (approximately 3,200 organizations) and as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies.	*
18	What percentage of your sales are to the education sector in the past three years	This information is confidential.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers. State customers include: Maine; New Hampshire; Vermont; New York; Massachusetts; Pennsylvania; West Virginia; North Carolina; South Carolina; Georgia; Alabama; Florida; Kentucky; Indiana; Michigan; Illinois; Iowa; Missouri; Arkansas; Kansas; New Mexico; Utah; Wyoming; Montana; Idaho. Massachusetts, Kansas, Arkansas, Iowa, and Missouri are all on the Sourcewell contract. WEX cannot divulge sales volume figures.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds a cooperative contract with the GSA for telematics. WEX cannot divulge sales volumes.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia, Department of Administrative Services	Jazzmin Randall, Director, Office of Fleet Management	404-651-7263 (Office) 678-699-5797 (Cell)	*
State of Missouri	Adam Wakum, State Fleet Manager	573-751-2235	*
State of North Carolina	Robert Riddle, Director - Division of Motor Fleet Management	919-830-1347	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Florida - FL	Fleet card services	N/A	\$270M	*
Confidential	Government	Georgia - GA	Fleet card services	N/A	\$200M	*
Confidential	Government	Pennsylvania - PA	Fleet card services	N/A	\$250M	*
Confidential	Government	New York - NY	Fleet card services	N/A	\$190M	*
Confidential	Government	North Carolina - NC	Fleet card services	N/A	\$150M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	The WEX Fleet Card offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data for Sourcewell's membership organizations. Our current strategy utilizes a comprehensive approach to the government and non-profit sector. Our dedicated government relationship and sales team focuses on serving the needs of government entities. We take a holistic approach to these programs, and ensure that all eligible entities are aware they can take advantage of the overarching WEX contract. We also create a targeted marketing plan to support these outreach efforts, and inform eligible agencies that they can leverage the program to save money for their agency. Our marketing efforts include direct mail and email, and they are customized for the respective entity we are targeting. Communications are structured around the specific provisions of the contract which the individual entity can leverage. Our marketing team also uses mailing addresses provided by the respective state agencies, when they are made available. In addition, the internal analytics team utilizes subscription based databases to acquire contacts and conduct mailings to the appropriate state agencies. This enables us to maximize the effectiveness of the relationship, and ensure that both parties benefit from the fleet program to the greatest extent possible. WEX has a fleet card field sales force of more than 20 people dispersed throughout the continental United States. These members of our sales force are dedicated to selling our fleet card program and are full-time employees of WEX. Government Account Managers WEX has four Government Account Managers – including Sourcewell's current Government Account Manager, Denise Baumgart – who focus on servicing and expanding the use of our larger municipal, federal and state government fleet customers. Denise is located in Kansas and has been the Sourcewell's Government Account Manager since 2011. Denise will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Strategic Account Services (SAS) For fleets with more than 30,000 gallons of fuel purchased per month, SAS is the primary day-to-day contact for your fleet managers. SAS generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. SAS can help create reporting that may not be easily accessible to the Fleet Managers. SAS is based in South Portland, Maine at WEX Inc. headquarters and can be reached toll free between the hours of 8 a.m. and 5 p.m. Eastern time. Government Account Executives There are also two Government Account Executives, located at WEX headquarters in South Portland, Maine, who pursue piggybacking opportunities with eligible entities for Sourcewell. WEX also has an inside sales force of approximately 30 people who take inbound calls from leads generated from our overall marketing efforts including direct mail, email marketing and web channels.
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24	Dealer network or other distribution methods.	N/A.	*
25	Service force.	Government Account Manager Denise Baumgart will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Customer Service The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment by phone. Additional Services WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers: Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our fleet customers cite the customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels. WEX will assign experienced Account Managers as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSR's) available whenever needed. This tiered approach enables us to provide high levels of customer service at all times, as well as strategic oversight to work closely with agency contacts to improve their fleet card program. The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment	

by phone.

Additional Services

WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers:

Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.

Bi-Lingual Call Support -- WEX evaluates the need for non-English speaking CSRs on an on-going basis and will add reps with different language skills as our business dictates. The call center currently has French Canadian and Spanish speaking CSRs on staff. In addition, the call center provides language translation services through a "Language Line" which provides translation in over 170 languages.

eServices -- This team of online experts provide support for web-based self-serve customers and are available to answer technical questions and train customers on web based products.

Customer Satisfaction

Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include:

- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk Time
- After-Call Work
- Handle Time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities.

*This is subject to change based on seasonality and call volumes.

Customer Service Management

At WEX, our management and our staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and

available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Customer Service Help Desk is available to support service representatives with calls that require additional research or specialized knowledge. The goal is to resolve issues in one call and provide an immediate response.

Customer Service Trainer is accountable for providing initial, remedial, and new program training for all CSRs. The trainer is responsible for establishing the monthly training agenda for the Team Leaders to complete during the weekly team meetings.

Technical and Resource Planning Team is responsible for the daily management of the queues to ensure service levels are achieved. The team also provides daily, monthly, and ad hoc reporting for the call center. They forecast the resources required and manage the scheduling of associates to optimize the customer experience.

Skill-Based Call Routing System

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance.

Emergency Response

WEX is prepared to support the needs of our Premium Fleet Services customers in the cases of natural disasters (e.g., hurricanes, earthquakes), threats to national security, and military mobilization.

At WEX, we recognize the critical importance of keeping fuel supplies available so that public sector vehicles can operate and respond during natural disasters and other emergencies. We're proud that the fleets we serve have found our work to be instrumental in their ability to maintain continuous operations during their most crucial times of need. Some of the services that can be provided upon request include the following:

- Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur
 - Set up of online emergency card profiles, so you can easily remove or change your card control limits to support your emergency needs
 - Regular updates outlining which networks and fuel stations are open and active in disaster areas
- Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on providing a tiered support structure made up of highly trained service personnel to meet large and small fleet needs, including federal, state, county, and city fleets.

eServices

In coordination with Premium Fleet Services and Strategic Support, eServices provides fleet support for WEX' online tool. The eServices team strives for one-call resolution and,

		where applicable, customer education on use of our online products. Fraud Specialists WEX' experienced fraud prevention professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities in order to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs —prevention, detection, and management. The Fraud Team an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments. Merchant Services The Merchant Services group works closely with both our Merchant Acquisition team and our Tax Department to achieve maximum acceptance with the greatest level of tax participation possible. This work includes the recruitment of new merchant acceptance when requested by a fleet. Strategic Receivables Services (SRS) WEX takes a proactive and service oriented approach to reducing payment delinquency. Our team of receivables specialists (Strategic Receivables Services) works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who will be the primary point of contact and will work closely with the account manager. Your SRS specialist will work with you to ensure that your billing structure and payment methods work well for your business and help you get the most value from your card program. SRS specialists monitor payments on a daily basis and make contact with customers that have remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	WEX will continue to market to and provide products and services to Sourcewell participating entities in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WEX will market to and provide products and services to Sourcewell participating entities in the United States.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. The WEX card is accepted in all 50 states and in Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our multi-channel marketing programs have a demonstrated track record of successful outreach to large, medium, and small fleets, including those in the government, education, and non-profit sectors. WEX has partnered with Sourcewell since 2011, growing that contract to benefit more than 3,200 members representing over 97,000 cards. WEX also

currently provides fleet fuel cards for 25 states and has governmental and tax exempt customers in all 50 states. Our State customers represent approximately 390,000 cards. Additionally, WEX provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.

We actively manage programs to market to these government agencies. Our marketing efforts inform eligible governmental entities that Sourcewell has a fleet card program, and converts them through education of program benefits.

WEX has leveraged this proven methodology to promote the Sourcewell program for the last five years. Our custom outreach program ensures that eligible government, education, and non-profit organizations know about the Sourcewell WEX program, and are aware of the benefits of enrolling. This ensures that eligible agencies have access to quickly and easily sign up for the program, in order to maximize the overall program volume. Our annual efforts include but are not limited to direct mail, email campaigns, newsletters, trade show participation, press releases, web based marketing, online landing pages, and sales visits.

Internal Marketing Capabilities

WEX invests millions of dollars each year in establishing and delivering comprehensive marketing and sales programs on behalf of our own WEX Universal card programs, partner-based proprietary card programs, and our Government Fleet Card Program. We market to state, local and other eligible governmental organizations, in order to optimize participation in their respective card programs.

Our in-house Project and Channel Managers manage our public relations campaigns, tradeshow, email, web, direct mail and advertising programs. We also have a full-time in-house design team of professionals who support the development of collateral, direct mail, traditional print and web design. We are able to create turn-key programs for dozens of partners from Exxon Mobil and leasing companies, to smaller local and regional governmental agencies.

Through our marketing and sales efforts, WEX has helped the Sourcewell contract grow from zero cards in 2011 to over 3,200 customers, 97,000 and annual sales volume of \$185 million in 2019. WEX will continue to actively market the program, and leverage local and municipal level relationships to grow the portfolio throughout the contract. Over the past four years, WEX has invested well over \$200,000 in marketing efforts to the Sourcewell membership. We would continue our proven marketing and sales investment over the new contract period.

We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use Salesforce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches

		with those of newer test or concept campaigns. WEX utilizes an in-house web marketing team to develop a comprehensive marketing approach which utilizes the latest web marketing strategies. We have developed a dedicated Sourcewell landing pages to inform existing and prospective state organizations about the Sourcewell Fleet Card Program. (Example: https://www.wexinc.com/texas). We will use outreach efforts to draw traffic to the site, and encourage enrollment in the program. This program will be supported by geographically targeted Search Engine Marketing (SEM) to drive fleet card applications. WEX will develop custom email outreach programs to communicate with eligible Sourcewell organizations. WEX leverages organic search placement while effectively managing Search Engine Marketing and Optimization. WEX has successfully managed digital web-based marketing programs on behalf of its partners and has in-house web marketing experts who are experienced in leveraging this channel for fleet acquisition and communication. In the past, our sales force has attended more than 50 annual national, regional trade and local trade shows, in order to reach key decision makers and establish key industry contacts. We will leverage Sourcewell at government trade shows and conferences, to expand awareness of the program, and convert prospective organizations into cardholders. All events are managed by an in-house marketing team which coordinates our event calendar, and provides follow-up including lead generation, maintenance, and post-show mailings. All WEX Sales Associates utilize the Salesforce.com CRM (customer relationship management) system for effective territory management, as well as management reporting. Each member of our sales force uses this system to manage their territory and move prospective leads through the sales process to active leads which are followed up on until they are closed. Use of the tool gives us a clear view of individual and team effectiveness, their current 30-day account forecast and their longer term pipeline. We also use Salesforce.com to track leads, develop custom email programs, and distribute marketing collateral to potential accounts. Salesforce.com would be utilized to track and manage the WEX Sourcewell sales and marketing program.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We depend heavily on technology and digital data in our marketing efforts. Our marketing department works closely with our customer insights group (research) to glean valuable data which allows us to fine-tune our marketing campaigns and day-to-day activities. With the recent addition of new team members in the customer insights group we are now able to gain even greater direction in our marketing efforts, thus maximizing their effectiveness. We are also engaged on a daily basis with a number of social media networks (LinkedIn, Facebook, Twitter, and Instagram). Through our engagement we receive valuable feedback from customers. Of course, we also access these powerful platforms to distribute content that is valuable to our customers along with occasional marketing messages from WEX. Lastly, we manage a popular blog where we create and post on topics of interest to our customers several times each week.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been an excellent partner the past nine years. We would anticipate that Sourcewell would continue to support their members and WEX as we continue our marketing and sales efforts to promote the value of the contract and servicing the existing members utilizing the contract. We would ask that Sourcewell continue to include WEX logos and contact information in existing marketing materials. We would also expect that the Sourcewell WEX relationship would be mentioned in new member mailings as well as on the Sourcewell website. When possible, if available, we would request access to the Sourcewell membership list, for use in our email and direct mail campaigns. We would also ask that any referrals that occur as a result of Sourcewell outreach efforts be forwarded to WEX for follow-up and activation. Finally, we have also found it beneficial to attend Sourcewell hosted events such as H2O to learn successful strategies and share our successes with other contract holders that benefit the Sourcewell membership.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The Fleet Manager module of WEXOnline allows the fleet manager to add, edit, suspend, reactivate and terminate cards and drivers, to add/manage card controls, view and download invoice details. You can also: • Assign card to driver, vehicle or location • Transfer cards from one account to another • Group cards into authorization profiles to enforce your purchasing policies • Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase) • Edit account information	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	WEX believes that training is the cornerstone for any successful implementation. The Strategic Implementation Manager will work closely with you to create a training plan that will support the needs of members who utilize the WEX program. A WEXOnline user guide will be provided , as will a Companion Guide. The Companion Guide will incorporate any of your business rules with respect to field reporting requirements and data collection expectations. For the formalized training, this can be conducted in three distinct ways. WEX utilizes WebEx as a tool for training; allowing members to complete training either through a classroom setting from their desk top or by accessing a pre-recorded training seminar. These pre-recorded seminars are helpful as they can be used by new hires after the implementation has been completed. WEX can also do in-person training sessions at Manager Meetings or other venues where your group has been brought together. The Government Account Manager assigned to the Sourcewell relationship, Denise Baumgart, will also complete on-going training as new products are released or as business needs require. These trainings will be completed through WebEx live or pre-recorded sessions. There is no cost for our training.	*
37	Describe any technological advances that your proposed products or services offer.	WEX envisions the evolution of technology enabling more possible point of sale solutions through proliferation of chip, mobile payment, and cloud-based solutions. WEX's strategic customers are often some of the first adopters of WEX's	

product innovations and pilot programs. WEX focuses on finding and watching innovations that have the potential to transform our industry or create a new vertical. We watch new technologies that might provide useful applications for new products and services and competitive advantage in the future. We take special interest in technologies relating to transaction authorization and processing, messaging, payment devices, point of sale, industry hardware and software solutions, new data sources and other opportunities.

Fleet Advisory Board

The Fleet Advisory Board is a targeted group made up of a cross-section of WEX's largest fleets. Its role is to represent the fleet industry with WEX senior leadership, and to provide key input, ideas and direction to advance WEX's leadership position in the marketplace. This group meets once or twice a year, and corresponds regularly via conference calls and email. Its focus is on strategic initiatives, looking out 3-5 years or more, to support WEX's continued growth efforts.

SPARK

SPARK is a broad group of fleet administrators and managers representing more than 50 organizations and public agencies nationwide. This group includes WEX's largest and most demanding fleets, and is focused on providing WEX direction on near-term products and services (typically 1-3 years out).

WEX Fleet Chip Cards

Working with Gemalto, a world-class leader in chip technology, WEX has been developing a proprietary chip card for three years to meet the EMV liability shift requirements. This is the first fleet-centric chip applet designed specifically for the U.S. fleet industry. This applet is spec-based and customized for WEX Fleet.

Not all retail fuel merchants will choose to invest in chip card readers at the point of sale due to the significant financial investment required; some will accept the risk of liability for fraudulent transactions. Because of this, the WEX fleet card will have both a chip and magnetic stripe for many years to come.

WEX believes it has taken a thoughtful approach to chip-card development.

- WEX's reputation is based on customer security and satisfaction. WEX did not take the easy route of putting a consumer based chip applet (Mastercard or Visa) onto its proprietary card product.

- The WEX research and development team initiated planning years in advance with a goal to define a lasting standard, and release the highest quality solution at the right time.

- WEX's development cycle will provide a seamless transition to EMV for WEX fleet customers and WEX-accepting merchants, and will ensure compliance with hardware and Point of Sale suppliers.

- WEX chip cards will offer full fleet functionality upon release, unlike the consumer-level functionality of other cards.

ClearView™

WEX Fleet ClearView™ (detailed in response to the following question) is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

WEX Fleet DriverDash

WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle, creating a seamless and

		secure transaction via mobile device. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 Shell, Exxon and Mobil-branded stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.	
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	WEX has reduced its carbon footprint by reducing daily deliveries of office supplies and by reducing travel through the use of WebEx for many conferences and training. WEX has also installed energy efficient light bulbs, and timers that turn off the lights in bathrooms when not in use. A recent energy audit of our facilities returned a positive review regarding our energy efficiency. WEX has capital expenditure money in its budget to further reduce energy consumption. WEX has a history of working with fleets to assist green initiatives. • We attend the AFVI conference every year to understand alternative fuels available, stay informed of the latest technology and updated legislation. It important for us to understand what is available to our customers, how they are affected by the alternative fuels industry and how we can support them in their green initiatives. • We have worked with EERE to establish a recurring data exchange for alternative fuel sites. • We currently provide custom reporting to our State customers regarding alternative fuel consumption. • We have participated in several Chicago Climate Exchange audits with our State customers. Although we can't share specific findings, we encourage the members to discuss with us our support in providing accurate data to the exchange or others you may be involved in. • Our WEXSmart telematics program helps fleets track idle and fuel efficiency. We would be happy to provide more information on this product. • WEX, as a member of Conexus (formerly PCATS -- the Petroleum Convenience Alliance for Technology Standards), has been very active in recommending additional alternative fuel product codes to be included in the NACS (National Association of Convenience Stores) product code standards. • WEX has a relationship with the National Renewable Energy Laboratory that has allowed us to provide an alternative fuel site directory	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WEX is Sourcewell's current fleet card provider and offers unmatched knowledge of your needs in a fleet card program for your members, and strategic support from Relationship Manager Denise Baumgart. Remaining with WEX will allow Sourcewell and its members to avoid a potentially costly and time-consuming implementation process. In general, we believe the following strengths distinguish us from our competitors: • Our closed-loop fuel network is driven by direct contractual relationships with both the merchant and the fleet, and only WEX transactions can be processed on these networks. We have built a network that provides over 95 percent fuel location coverage in the United States. • Our proprietary closed-loop fuel networks also afford us access to a higher level of fleet-specific information and control than is widely available on open-loop networks. This allows us to improve and refine the information reporting we provide to our fleet customers and strategic relationships. • WEX accepting merchants are required to be capable of transmitting Level III data. Level III data capture helps reduce fraud and provides greater visibility into your fleet operations with Driver ID and odometer entry required for each purchase. Fleets that use the WEX card receive detailed information like product type and description, fuel grade, cost per gallon, sales tax, and more. • We offer a differentiated set of products and services, including security and purchase controls, to allow our customers to better manage their vehicle fleets. We provide customized analysis and reporting on the efficiency of fleet vehicles and the purchasing behavior of fleet vehicle drivers. We make this data available to fleet customers through both traditional reporting services and sophisticated web-based data analysis tools. • Our proprietary software facilitates the collection of information and affords us a high level of control and flexibility in allowing fleets to restrict purchases and receive automated alerts. • We have an experienced and committed management team that has substantial industry knowledge and a proven track record of success.
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Table 9: Warranty (Performance Standards or Guarantees)

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services (customer or merchant service response times, processing time frames, dispute resolution, etc.).	Fleet Card Distribution: >= 99.5% of fleet cards will be mailed within one (1) business day of the card production date. Calculated by the calendar month Statement Distribution: >= 99.5% of the statements will be mailed/mailed/placed on FTP site within five (5) business days of the system printing date. Calculated by the calendar month Customer Setup: >= 99.5% of all fleet accounts will be set up (account data loaded and cards ordered) within three (3) business days after all of the information necessary for account setup is obtained and credit has been approved.
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include: • Average speed to answer • Time to abandon • Abandonment rate • Talk Time • After-Call Work • Handle Time WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities. *This is subject to change based on seasonality and call volumes.
44	Describe any service contract options for the items included in your proposal.	N/A

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
45	What are your payment terms (e.g., net 10, net 30)?	WEX's standard payment terms are 15 days from the date appearing on your invoice. However, WEX is offering to continue 26 day payment terms for Sourcwell members and will comply with any act or law governing payment timing upon review of such act or law. Please see the attached Pricing for details.	*
46	Describe available payment options (frequency, method, platform, etc.)?	The WEX Fleet Card program offers the following payment options. Paper Check You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice. Online Payment You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts. ACH WEX supports customer initiated electronic payment through Automated Clearing House (ACH). Direct Debit/EFT The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account. One-time Authorization for Electronic Payment If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.) Payment terms subject to credit approval.	*
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	After an account is signed up through a participation addendum and implemented on the WEX card program, we capture the transaction data for each sale on the fleet card. This information is summarized by account for the quarterly reporting. WEX does not use a dealer network therefore all of this information is captured by WEX and provided to Sourcwell quarterly in summary format.	*
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	WEX does not accept P-Cards for payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	WEX offers rebates to Sourcwell members for fuel purchases made with the WEX Fleet Card. Please see the attached pricing for the fleet card and ancillary products.	*
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WEX Fleet Card rebates are a percentage off the retail price at the pump.	*
51	Describe any quantity or volume discounts or rebate programs that you offer.	Please see the attached pricing for the fleet card and ancillary products.	*
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A.	*
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached pricing for the fleet card and ancillary products.	*
54	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see the attached pricing for the fleet card and ancillary products.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
57	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	b and c. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Internal audits are performed on a three year cycle, based on risk, e.g. the high risk areas are audited each year. Various compliance reviews are performed each year as required by regulations, e.g. generally bank compliance reviews are done annually. Internal audit also performs consulting engagements to assess the control environment of various major business initiatives, i.e. data center move, assessments of acquired companies, etc. WEX has an ISO 27001/27002 based Information Security Program that includes robust access controls, security monitoring controls, governance, risk and compliance, backup and recovery capabilities, regular penetration testing and vulnerability scanning, strong physical and environmental controls, policies and procedures, and security awareness training. Policies and standards are reviewed and updated annually. Procedures are owned by the individual teams and are required to meet the standards and also be approved by their management. WEX also obtains a SSAE16 SOC1, PCI-DSS certification over our Millennium platform, and is subjected to regular reviews and oversight by Internal Audit, External Audit, FDIC Examiners, and various third parties.
59	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will issue a quarterly revenue share, in the accordance with the below Revenue Share Table, based on all Sourcewell members' Monthly Retail Transactions and the tier established in the table below (the "Rebate") \$0-\$50,000,000 quarterly spend: 10 basis points (0.10%) \$50,000,001-\$75,000,000 quarterly spend: 12 basis points (0.12%) \$75,000,001+ quarterly spend: 15 basis points (0.15%) Please see attached Pricing for more details.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
60	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics, and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described throughout this RFP response, offers best-in-class card functionality, reporting and customer service. With the WEX Fleet Card, fleets get the tools to manage the entire fleet. From Level III Data Capture, to spending limits and real time alerts, the WEX Fleet Card helps fleets of all sizes create operational efficiencies. WEX's proprietary network captures Level III data at virtually every accepting location, including essential information such as a driver ID, vehicle ID, job number or odometer reading. This is data you can't get from most bank cards. We help our customers open up savings opportunities through tighter control over their purchases. Working with the WEX team, cost-conscious fleet managers can: • Gain access to granular transaction detail • Run standard and custom reporting – and identify

opportunities for savings

- Set limits on dollar amounts and product types, ensuring that drivers spend money only on fuel and related vehicle services.

Our technology and services include:

- 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard)
- Nine levels of hierarchy, for more flexible reporting and billing options
- Advanced card to PIN functions; ability to tie one card to one PIN, etc.
- More flexible prompting options at point of sale
- Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies
- Comprehensive tax exemption program for Federal and State taxes
- Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions

WEX is the chosen partner of many branded card programs, offering universal fleet cards solutions with specific branded discounts. Should it be advantageous to a State member, WEX may leverage these branded relationships in the event an entire State wishes to utilize this contract on a statewide level.

WEXPay™

WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.

How It Works

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.

WEX FLEET CLEARVIEW

WEX's Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and

understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
- Streamline operations to help eliminate redundancies
- Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon

Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.
- Review purchasing patterns to better understand trends in expenses

TELEMATICS

With more than 80,000 active telematics accounts across the US, including Sourcewell members and several government agencies, WEX Telematics is one of a select few to provide precise, customizable GPS tracking solutions to the largest U.S. fleets. WEX Telematics is alone in its ability to seamlessly integrate fuel use data from WEX fleet cards into its analytics package.

Our award-winning U.S.-based customer service will provide expert fleet consultation and guidance whenever you need it. WEX Telematics provides specific hardware and software packages suited to the individual needs of Sourcewell's members so they can quantify, analyze and eliminate weaknesses in their fleets.

For example:

- How much idling and where?
- How many speeding incidents?
- How many miles driven per day or week?
- How much fuel consumed?
- Incidents of seatbelt non-use
- Aggressive driving events
- Customer stops per day
- Miles driven vs customer time
- Accident reporting

Sourcewell customers are sensitive to fuel prices, maintenance downtime, and service productivity. Safety is also a paramount concern. WEX Telematics helps solve all these challenges.

WEX Telematics users often experience a reduction in fuel use via decreased idling, speeding and incidents of harsh acceleration and braking; detecting fuel card misuse; preventing unnecessary miles by monitoring after-hours usage; implementing efficient routing; and more.

Our users can also save on maintenance through:

- Decreased idling (one hour of idling is equivalent to 80 to 120 minutes of vehicle wear).
- Decreased speeding (increasing speed from 50 to 60 mph increases maintenance costs 38% and at 70 mph increases costs 80%; rate of tire wear doubles above 70 mph).

- Regular engine alerts to schedule proactive maintenance.

WEX Telematics provides helps fleet managers improve safety – a mission-critical task for hospitals – by providing information on how drivers are behaving in the field and giving managers the data to craft driver scorecards that inform incentives and training.

Telematics Cameras

Vehicle cameras are becoming more important to have in your fleet. With WEX Telematics, managers are able to modify driver behavior and receive timely video evidence of critical incidents that is important to insurers. During a time when controlling expenses is more important than ever,

		combining your WEX Telematics unit with an in-cab camera and your WEX Fleet Card can help you improve driver safety, decrease insurance costs, and monitor and minimize unauthorized fueling. Video telematics combines vehicle data and driving data to provide more context around any incident footage while transmitting the video evidence in real-time over a cellular network. Video is captured and transmitted to the cloud based application when a fleet manager defined rule is broken. These rules can include speeding, harsh braking, harsh acceleration, rapid change in direction or an accident. In the case of a collision, video telematics can help provide the answers to who, what, where, when, and why. Telematics technology plays an important role in improving the safety of your drivers and others on the road. • Support your drivers by helping them improve their skills and make better decisions • Guard your assets by protecting against false claims and unexplained damage • Improve your fleet operations by boosting safety and reducing risky driving PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.	
61	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
62	Fleet card payments	☒ Yes ☐ No	WEX is Sourcewell's current fleet card provider.	*

63	Mobile application, digital, and/or virtual payment services	☒ Yes ☐ No	WEX's fleet card program includes mobile applications as described in our proposal. We are also offering WEXPay, a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.	*
64	Fleet payment data analytics	☒ Yes ☐ No	WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.	*
65	Integrated telematics solutions	☒ Yes ☐ No	WEX is also Sourcewell's telematics provider. WEX fleet data integrates seamlessly and at no cost with WEX telematics.	*
66	Web-based account management and reporting tools	☒ Yes ☐ No	WEXOnline®, WEX's proprietary online management tool, helps fleet managers manage their fuel and service expenses to help maximize operational efficiency. They can perform day-to-day card and prompt management as well as complete analytical reporting, determine the health of the vehicles, review spending metrics, and accurately forecast for future budgeting. This tool is web-based so they can manage the fleet from any computer at any time.	*
67	Private-site fuel location payment or data services	☒ Yes ☐ No	Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions.	*

68	Electric vehicle charging station fee payment	☒ Yes ☐ No	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more than 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.	*
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Table 15: Industry Specific Questions

Line Item	Question	Response *	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use Salesforce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches with those of newer test or concept campaigns.	*
70	Describe available features or controls that assist with mitigation of fraud, waste, or abuse in the solutions offered.	In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of a fleet management policy, controls, alerts, and careful review of all reports (including exception reports) helps substantially reduce exposure to abuse and fraud, and any associated losses. WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: Primary Functions • Review Transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as: "Red Flag" Activity Indicators • Date and time of purchase • Merchant location • Product purchased • Driver identification number used to conduct the sale • Dollar amount Our Fraud Department has been instrumental in providing recommendations to help reduce the occurrence of fraud,	

proactively working to identify fraudulent transactions, and working closely with fleets, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or re-occurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions on the card. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently approximately 60 people on WEX's Global Fraud Strategy and Analytics team. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

Monitoring System

In recent years, white plastic fraud has become the most significant form of fraud in the fleet card industry. White plastic is the result of a third party stealing card information and loading that information onto a new card for the purpose of conducting fraudulent transactions. In the cases that we see, the data is primarily acquired through devices placed into Automated Fuel Dispensers (AFDs). The devices allow the perpetrators to capture the card numbers, Driver IDs, and odometer readings as they are input at the pump. It is important to know that it's not just WEX cards that are affected by gas pump skimming; any other gas or bank card used at the same pump during the time a device is in place is also at risk of being compromised.

WEX uses the data available to us in an attempt to discern the Point of Compromise (POC) for each identified occurrence of white plastic. We use this data to review other cards used at the same location during the same time period for possible abuse. Based on this information and other variables, we determine which cards are most at risk for having white plastic created.

WEX has recently deployed Safer Payments, an advanced fraud mitigation system based on Machine Learning technology. Safer Payments is a true, 24/7 real-time system that can help detect and prevent fraud by intercepting fraudulent transactions "in-flight," generating case queues for subsequent investigation, and in specific cases, triggering email alerts.

Safer Payments is artificial-intelligence-based software that can identify risky transactions during the authorization process within milliseconds. Transactions above a certain "suspicious level" will be declined, while all other transactions will be allowed to pass.

Using advanced machine learning algorithms, Safer Payments continuously "learns" as it aggregates transactions streaming through the solution to detect trends at a portfolio, customer, channel, product, and transaction level. WEX controls the settings that allow the WEX transaction authorization system to "pass," "pass, but flag for review," or "deny" any transaction or group of transactions.

Most traditional "neural" or "anomaly detection" software solutions rely heavily on pre-coded patterns of transactions or geolocation monitoring. They lack the ability to learn as they go and to monitor all levels of a card portfolio. They also will typically only "flag" a transaction for review, but may not be able to actually stop a potentially fraudulent transaction from getting through the authorization process. Safer Payments "learns" as it streams transactions through its logic. Safer Payments is able to monitor trends and activity at the portfolio, channel, customer, product, and transaction levels.

The logic within Safer Payments is highly configurable and, as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through its logic engine. Safer Payments has multiple levels of detection which can actually prevent a transaction from being

authorized or can flag a transaction for review by the fraud team depending upon scoring logic. Safer Payments model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis.

White Plastic/Skimming

WEX works with authorities at both local and federal levels to help authorities identify the individuals associated with white plastic and/or skimming. This level of engagement sometimes involves undercover surveillance, which could be jeopardized by an individual pursuing an investigation on his or her own.

WEX may assume liability (financial loss) for white plastic cases. WEX may also require the impacted fleet to submit a dispute form or an Unauthorized Use Affidavit. This notarized document may be requested should the matter be prosecuted; it enables WEX to submit information in a court proceeding as evidence. Without the formal notarization, the claims we are assisting the authorities in pursuing on your behalf may be disallowed.

It is important to remember that diligence and responsiveness are also important for fraud mitigation:

- Timely review of transaction data and reports is critical to fast identification of suspicious activity.
- Expeditious reporting (including submission of the Unauthorized Use Affidavit, if requested) of any suspicious transactions.

- Reporting to Customer Service anything unusual seen at stations, such as a pump that may have been tampered with/opened or a card reader that appears abnormal.

Security and control

We enable our customers to monitor and control their fleets' expenditures. Through WEXOnline®, fleet managers can set pre-determined limits on spending amount, purchase frequency, product and service type, and the hours during which purchases can be made.

Through WEXOnline®, fleet managers can perform real-time modifications to any pre-determined limits, and add or remove driver identification numbers in response to changes or to prevent theft. They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. Exception reports work well with purchasing controls to help fleet managers identify potential fraud or abuse.

Prompt ID

The WEX card cannot be electronically activated without entering a valid Prompt Identification Number, rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid Prompt ID is required by all users at the point of sale, providing security to the fleet customer.

ClearView™

WEX Fleet ClearView™ is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

ClearView's Exceptions Module can help you recognize and mitigate fraud. Three exceptions that many large fleets use are:

Over Limit: This exception allows customers to customize the time period and dollar threshold, which triggers this

		exception when a vehicle or driver surpasses the set limits. Since fuel merchants are lagging behind all other industries in the adoption of EMV chip technology, white plastic has migrated to the gas station/convenience store industry. You can check this exception each day to quickly identify and terminate compromised cards by, for example, noting the high number of gallons and transaction count for a particular vehicle. Exceeding Tank Capacity: This exception identifies when more gallons were purchased than the vehicle's tank can hold. You can use this exception to identify fuel theft and card skimming. This allows you to notice the drastic changes in geography, fuel type, gallons, and dollars. Fuel Mismatch: Customers use this exception to identify when the type of fuel purchased doesn't align with the type of fuel required for the vehicle's engine. This exception can be used for card skimming, driver theft, card swaps, and policy compliance. For example, you might notice a gasoline-powered vehicle buying diesel, oftentimes for more gallons than the vehicle's tank can hold. ClearView is described in greater detail below. MERCHANT REQUIREMENTS WEX accepting merchants and partners agree to establish the following security procedures to safeguard card sale data and cardholder information. 1. Inspect pumps daily for signs of tampering, including unusual equipment near the card reader. 2. Secure dispensers with unique locks and apply security labels as required by local laws. 3. Install adequate lighting, especially above pumps that are not visible by inside employees. 4. Install security systems, including cameras for monitoring employee and customer behavior. 5. Implement fuel pump shut-off limits. If needed, WEX can advise you on recommended shut-off values. 6. Notify WEX immediately in the event of a suspected breach or compromise at your location(s).
71	Describe the acceptance network of the card, mobile application, digital, or virtual payment services offered for vehicle, aviation, and/or marine fleets, as applicable.	The WEX Fleet Card offers acceptance in all 50 states, at 95% of U.S. retail fueling locations, all of which are required to transmit Level III data. The card is accepted by all major oil companies and fuel retailers, as well as independent merchants, in urban, rural, and remote locations. The WEX Fleet Card is also accepted at more than 2,000 locations in Canada. For a list of accepting locations nationwide, visit http://www.wexinc.com/accepting-locations. Directories WEX is always increasing its acceptance coverage. For the most current information, the WEX corporate website (www.wexinc.com) includes an online site directory where fueling locations can be searched by brand, city, state, and zip code. Site searches can also be done via WEX's web-based account management and reporting tool, WEXOnline®. WEXPay™ WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment. Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded

coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.

How It Works

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.

Adding New Merchants

WEX is always increasing its acceptance coverage for fuel, service, and marina locations. Because we currently have acceptance at 95% of all retail fuel sites in the United States, our merchant acquisition strategy is driven by the needs of our fleet customers.

If a customer needs specific merchants added to the WEX accepting network, the customer should provide the following information to WEX:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from your fleet
- Name and phone number of fleet employee requesting

WEX card acceptance

WEX will work with all interested parties in an attempt to gain acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

Alternative Fuels

Certain WEX accepting merchants supply ethanol, natural gas (CNG, LNG), propane (LPG), hydrogen, biodiesel, methanol, and other alternative fuels. WEX has created an Alternative Fuel Directory using transaction information passed to us by accepting merchants, and from external sources such as the Department of Energy. This directory contains more than 6,000 WEX accepting sites that carry at least one alternative fuel type. This directory is available through a download from WEXOnline®, or can be provided in hard copy for use in vehicles. WEX uniquely reports ethanol, methanol, CNG, LNG, and biodiesel.

EV FleetCharge

In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.

Aviation and Jet Fuel -- AVCARD

WEX customers can manage aircraft fueling, maintenance, and activity with the AVCARD program. AVCARD — a complete purchasing solution for fuel and related aviation services — is a credit card and contract fuel program used by corporate and private flight departments at both domestic

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and international airport locations. In addition to your WEX Fleet Card account, we can set you up with an AVCARD account, which is integrated with your WEX account. AVCARD cards function as both a credit card and a contract fuel card. You'll only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers. AVCARD is the most widely accepted aviation credit card, providing fuel access at 7,500 locations in more than 190 countries. With an AVCARD account, you automatically participate in their Contract Fuel Program, which allows you to receive savings on jet fuel virtually everywhere in the world.

- View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.)
- Prearrange your fuel and services
- Log in to obtain contract fuel pricing
- Request a firm Price Quote by email
- Report a lost or stolen card online or use the toll-free number during business hours

WEX customers can sign up and use the convenient features of the AVCARD program at no additional charge. Marinas

Fleets can purchase gasoline and diesel fuel at marine fueling locations through a combination of direct acceptance of the WEX Fleet Card at marinas with branded oil locations through electronic point of sale systems, and at any of the more than 9,500 marina locations that accept a MasterCard worldwide. The WEX Fleet Card and WEXPay™ would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

MAINTENANCE PROGRAM

WEX offers several maintenance purchasing solutions to support fleet needs.

WEX Service Network (WESN)

WEX offers acceptance for service and maintenance needs through the WEX Service Network. WEX Custom Control cards can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products and services at national brand and local service stations, including Goodyear, Sears, Jiffy Lube, Valvoline, and Bridgestone/Firestone. The WEX card is currently accepted at approximately 33,000 service sites.

Maintenance Management Solutions - Purchase Log

WEX offers Purchase Log to facilitate payments to merchants that accept MasterCard®. Purchase Log is a web-based interface that allows fleet-designated staff to securely log in to WEX's MasterCard® settlement website and enter pertinent Level III data associated with a transaction (or invoice). This can include up to six entry fields for the fleet-specific data such as billing codes. Once the transaction information and payment amount is entered, a virtual card/single use ghost account with expiration dates and CVC2 values is presented. The fleet provides this to the merchant for payment.

Using the MasterCard® payment network, you see all requests and approve all transactions before they take place. You can give your managers different levels of approval, while maintaining control over larger purchases.

Purchase Log uses Single Use Virtual Accounts to make secure payments to vendors. It is a safe and secure method of paying your vendors that lowers the possibility of misuse or fraud, and significantly reduces your paperwork.

Purchase Log transactions appear on their own invoice and report since the program is separate from your WEX Fleet Card account. Reports can often be formatted to be imported into most customer accounting programs.

The standard Purchase Log billing cycle is monthly, subject

		to final credit approval. The standard payment term for Purchase Log is 15 days from the date of invoice and is subject to final credit approval. This payment term may be different from that of your fleet account. There are several payment methods available, including standard check, online, by phone, or via wire or ACH. There is no early payment discount and there are no extra fees. There may be associated fees to your account for other types of MasterCard® purchases and services, such as international currency conversion. Since Purchase Log uses MasterCard® account technology, it is separate from your WEX Fleet Card account. Additional terms and conditions and sometimes an additional credit line apply. WEX Bank may be able to utilize your existing fleet card credit line (if there is sufficient unused credit) for the Purchase Log program. Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules. WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle. DriverDash can help solve issues like skimming and inaccurate odometer readings with secure, in-vehicle transactions. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 fueling stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.	
72	If offering payment services for electric vehicle charging station fees, describe available data collection and sharing options.	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.	*
73	Explain the value-added tools offered for fleet data analytics, integrated telematics, data file transfer and validation, private-site fueling solutions, fleet technology interfaces, etc.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics; and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described in detail throughout this RFP response, offers best-in-class card functionality, reporting and customer service. Our technology and services include: • 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard) • Nine levels of hierarchy, for more flexible reporting and billing options • Advanced card to PIN functions; ability to tie one card to one PIN, etc. • More flexible prompting options at point of sale • Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies • Comprehensive tax exemption program for Federal and State taxes • Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports • Ability to customize data fields and add GL codes for	

accounts, drivers, vehicles or cards

- Control over user access to the online system, with advanced administrative functions

WEX FLEET CLEARVIEW

WEX's recently released WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
 - Streamline operations to help eliminate redundancies
 - Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon
- Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.

- Review purchasing patterns to better understand trends in expenses

TELEMATICS

WEX Telematics is a suite of Telematics solutions carefully assembled to meet the needs of the WEX fleet customer base. Our best in class technologies leverage GPS for tracking and are driven by innovative hardware, software and reporting capabilities. We partner with you to accomplish your specific business goals, such as:

- Maximize the utilization and productivity of your workforce and vehicles
- Reduce overall operating costs and improve revenue
- Reduce fuel costs
- Reduce risk and Improve safety and compliance
- Improve customer experience and relations
- Help you become a greener company

We take a consultative approach to fully understand your specific business case and carefully select the solution that best meets your needs. We help you leverage industry best features and reporting options.

What makes us different?

- More than 30 years of fleet experience
- Consultation and guidance from people you know and trust
- A suite of solutions to meet your specific business case
- Proven implementation process to simplify enablement
- Best in class products backed by US-based world class customer service
- Innovative fuel/GPS integrated products to help curb card abuse

Features

- Dashboards
- Mapping
- Real-Time Alerts (e-mail or text)

- Speed violations
- Idling
- Landmark entry/exit
- Odd-hours usage
- Diagnostic trouble codes (optional)
- Odometer-driven maintenance

	Reports • Begin/end of day • Stop and drive time • Engine operating performance data and statistics • Fuel usage, MPG • Fuel guard • Safety violations • Custom reporting options PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 2019 Annual Report to Stockholders.pdf - Thursday July 30, 2020 10:17:17
 - [Marketing Plan/Samples](#) - Marketing Plan-Samples.zip - Thursday August 06, 2020 06:43:26
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Pricing.zip - Thursday August 06, 2020 14:10:01
 - [Additional Document](#) - Additional Documents.zip - Thursday August 06, 2020 14:04:47

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at:

<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tim Laukka, President and CEO, WEX Bank

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Fleet_Payment_Solutions_RFP080620 Wed July 29 2020 05:48 PM	☒	2
Addendum_1_Fleet_Payment_Solutions_RFP080620 Sun July 5 2020 09:09 AM	☒	1

Wex Universal – Terms and Conditions for Government Fleets

EX Bank, a federally-insured Utah industrial bank (“Issuer”), would like to provide and propose the following terms (the “Agreement”) to be included in any resulting contract between Issuer and your contracting agency or entity (“Customer”). The Agreement is specifically related to our product offering and banking regulations for issuing credit.

The definitions on Schedule A apply for purposes of this Agreement.

1. Use of Account.

The Account may be used to make purchases at merchants participating in the WEX network. Customer agrees that the Account and a Card may only be used for business purposes, and not for any agricultural or personal, family, or household purposes. Customer shall adopt and follow internal policies and controls to ensure that the Accounts and Cards are used strictly for business purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited.

2. Account Users.

2.1 Customer shall designate Account Users as well as those contacts authorized to: **(a)** provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; **(b)** provide vehicle, driver and other information; **(c)** receive all Account numbers, Cards or reports; **(d)** receive other Account information; and **(e)** select additional products and/or services that may be offered. Customer will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer’s customer service department or through Issuer’s online system. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Customer’s behalf. Unless Customer reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account. Customer shall ensure that each Account User complies with the terms and conditions of this Agreement. Customer is liable for any employee misuse of Cards.

2.2 Customer is responsible for notifying Issuer of any revocation of authority of an Account User to use a Card or the Account. An Account User shall be deemed to have authority to use a Card and the Account until Issuer receives notice of revocation of authority from Customer in the manner required by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed on an Account User by Issuer.

2.3 Customer assumes all risk if Customer chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account. Customer agrees to keep DINs confidential and ensure that its employees or Account Users do not disclose any DIN. Customer is liable for any Unauthorized Use that results if an Account User or other employee discloses a DIN or writes a DIN on a Card, even if the disclosure is inadvertent or unintentional. Customer shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

3. Credit Limit and Authorizations.

3.1 Issuer will notify Customer of the Credit Limit assigned to the Account. Customer shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Customer to exceed its Credit Limit. Customer must comply with the Credit Limit even if Issuer has previously permitted Customer to exceed the Credit Limit. Customer shall, immediately upon request, pay the amount over the Credit Limit.

3.2 Issuer has sole discretion to determine whether to establish an Account and extend credit to Customer. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, including in the event that: **(a)** any balance is past due; or **(b)** the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the Credit Limit.

4. Controls.

4.1 Customer may request that Controls be applied to the Account. The availability and effectiveness of Controls is dependent upon each merchant’s adoption of Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Controls on its portfolio of accounts. Issuer will use reasonable efforts to notify Customer after any modification to a Control setting is made. Customer shall review and manage the account set-up for all Cards based on Customer’s specific purchasing needs. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4.3 Default Control values are modified through the online product. More detailed information and certain limitations regarding Controls is provided online. Only Transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Controls are provided for the convenience of Customer in its efforts to manage usage of Cards and the Account. Issuer encourages Customer to set Controls in a manner that Customer determines is most likely to conform usage of Cards and the Account to the purposes determined by Customer. However, Issuer is not responsible for the prudence of any particular Control level selected by Customer. Customer shall be liable for all Transactions, regardless of Control settings selected by Customer or the effectiveness of the Controls, except as expressly provided in this Agreement or under applicable law.

5. Billing and Payments.

5.1 [Customer shall make payment in accordance with, and within the time specified in, any specific prompt payment laws to which Customer is subject.] Issuer will provide Customer with a billing statement for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date.

5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer’s requirements.

5.4 Payments made via paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date

on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.

5.5 For payments not made by paper check, payments on a Business Day before the cut-off time in this Section 5.5 (the "Cut-off Time") will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Issuer's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Issuer by 3:00 p.m. ET.

5.6 Regardless of payment method, Customer must ensure that Customer's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.7 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

6. Reports.

Issuer provides Transaction data for the Account to the Customer as transmitted by merchants. Customer is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. In addition, Customer understands that in the event an error is identified in a report, such as an incorrect product code, Customer is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

7. Late Fees.

7.1 Late fees to be applied and paid in accordance with any specific prompt payment laws to which Customer is subject.

8. Other Fees.

In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described on the Fee Schedule.

9. Disputed Amounts.

9.1 Customer shall use its best efforts to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction.

9.2 All billed charges must be paid in full regardless of reported disputes. Charges must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. Customer may dispute an amount reflected on a billing statement if: **(a)** the amount does not reflect the face value of the Transaction; **(b)** the amount being disputed is a fee that is not properly accrued under this Agreement; or **(c)** Customer does not believe it is liable for that amount.

9.3 Transactions made at an island card reader where Customer or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the Transaction information submitted by the merchant. In addition, island card reader Transactions require both a valid Card and DIN to be authorized and often disputes regarding such transaction are the result of an Account User failing to comply with limits on Card usage imposed by Customer, which does not constitute Unauthorized Use or relieve Customer from liability for the Transaction.

9.4 Certain Transactions in dispute may qualify for charge back to the merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with the merchant. Any charge back paid by the merchant to Issuer will be credited to the relevant Account. Customer may be liable for the Transaction if the disputed item cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 If Customer or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Customer would like to terminate authority of an Account User to use a Card or Account, Customer will notify Issuer by immediately calling **1-866-544-5796**. Customer shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.2 Except as provided in Section 10.3, Customer will be liable to Issuer for all Unauthorized Use of a Card or Account: **(a)** that occurs before Customer provides Issuer with notice that a Card is lost or stolen or other possible Unauthorized Use of an Account provided in Section 10.1 of this Agreement; or **(b)** Issuer determines that such Unauthorized Use would have been prevented by Customer adopting and following reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 1, 4 and 10.1 of this Agreement. A failure by an Account User to comply with Customer's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card.

10.3 If Issuer has provided Customer with fewer than ten (10) Cards to access the Account, Customer's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars (\$50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

10.4 Customer will use reasonable efforts to recover a Card from any Person whose authority to use Customer's Account has terminated or from any unauthorized individual with possession of or access to a Card. Customer will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

11. Representations by Customer.

Customer represents and warrants to Issuer that: **(a)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and **(b)** that Customer's execution and performance of this Agreement **(i)** does not constitute a breach of any agreement between Customer and a Person other than Issuer, or of any duty arising in law or equity, **(ii)** does not violate any law, rule or regulation applicable to Customer, and **(iii)** if Customer is an organization, is within the organizational powers of Customer and has been authorized by all necessary organizational action of Customer.

A. Other Obligations of Customer.

A.1 Customer shall provide information requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Customer and/or Account Users.

A.2 Issuer may investigate the financial condition of Customer and its subsidiaries and affiliates at any time. If requested, Customer agrees to furnish Issuer copies of its official and finalized financial statements or other applicable financial information no later than one hundred twenty (120) days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year-over-year and shall be in accordance with the books and records of Customer. Any financial information submitted shall be kept confidential by Issuer in accordance with Section 20.

A.3 Customer agrees to provide written notice **(a)** in advance of any change to its legal name or in the ownership of Customer, **(b)** in advance of any change in the organizational structure of Customer, including any merger or reorganization, or sale of substantially all of Customer's assets, **(c)** immediately if Customer becomes insolvent or the subject of bankruptcy or insolvency proceedings, or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Customer.

B. Amendment.

Customer agrees that Issuer may change the rates, charges, and other terms of this Agreement, including the Fee Schedule, as well as introduce new terms and fees to the fullest extent permitted under applicable law. Issuer will provide Customer with any notice of such change as required by applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted by applicable law.

14. Term and Termination.

14.1 This Agreement is effective when a Card is issued to Customer or Issuer opens an Account for Customer and shall remain in effect until terminated by a Party. Customer and Issuer each shall have the right to terminate this Agreement for any reason. Issuer's right to terminate this Agreement pursuant to this Section 14.1 are in addition to Issuer's termination rights under Section 15 if Customer is in Default and under Section 14.5 in connection with the termination or modification of products or services.

14.2 Customer shall exercise its termination right under Section 14.1 by providing written notice to Issuer. Issuer shall have a reasonable amount of time to terminate the Account after receiving a notice of termination from Customer. Issuer shall provide Customer with any notice required by applicable law in connection with the exercise of its termination right under Section 14.1.

14.3 Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

14.4 The terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full and Customer has performed all of its obligations under this Agreement. As a result, after termination, Customer remains obligated to pay for all amounts owing on an Account and charged under this Agreement after termination. Section 19 (Arbitration), Section 20 (Confidentiality) and Section 21 (Program Information) shall survive indefinitely.

14.5 Issuer may, for any reason, elect to terminate or modify any product or service described in this Agreement, or provided in connection with the Account in which Customer or an Account User has enrolled, upon such notice (if any) as may be required by applicable law.

15. Default by Customer.

15.1 Customer will be in "Default" under this Agreement if: **(a)** Customer fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; **(c)** any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; **(d)** any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; **(e)** there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; **(f)** any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its obligations under this Agreement; **(g)** Customer is in default under any other agreement between Customer and Issuer or its affiliates; or **(h)** any event described in Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Customer is in Default: **(a)** Customer will not have any further right to borrow under this Agreement; **(b)** Issuer may declare all outstanding amounts under the Account to be immediately due and payable; **(c)** Issuer may terminate this Agreement; and **(d)** Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the billing cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement.

16. Foreign Transactions.

16.1 Cards are issued for use by Customer's operations based in the United States, but may be used in Canada. Customer may not distribute a Card to a Person based in a country other than the United States. If a Card is used in any country other than the United States, Customer will: **(a)** be billed in U.S. Dollars; **(b)** receive reporting in English; and **(c)** pay the currency conversion fee as reflected in the Fee Schedule (unless such fee is waived).

16.2 Issuer will convert any Transaction made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

Issuer shall not be liable for any loss sustained by Customer or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Issuer's liability for actual damages shall not exceed the sum of: **(a)** all fees paid by Customer to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus **(b)** all other revenue earned by Issuer for all of Customer's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Customer expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer

makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.1 Issuer is not liable to Customer for any loss, liability or damages that Customer suffers as a result of, related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waivers.

18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY TO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

19. ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

19.1 This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), and shall be interpreted in the broadest way the law will allow.

19.2 Covered Claims. (a) Customer or Issuer may arbitrate any claim, dispute or controversy between Customer and Issuer arising out of or related to this Account, any previous related Account, the relationship between Customer and Issuer, or any other product or service provided by or through Issuer (called "Claims"). In this Arbitration provision, the term "Issuer" includes any of Issuer's affiliates that provide or are involved in providing any products or services to Customer and the term "Customer" includes any Guarantor. Claims include disputes relating to incentives or benefits relating to the Account. A Person who asserts a Claim, or against whom a Claim may be asserted, that is subject to this Arbitration provision may be referred to as a "Covered Person." (b) If arbitration is chosen by a Covered Person, then no Covered Person will have the right to litigate that Claim in court or have a jury trial on that Claim. (c) Except as stated below, all Claims are subject to arbitration, no matter the legal theory on which they are based on or the remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, any Person's negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other Claims. This also includes Claims made by or against any Person connected with Customer or Issuer, or by a Person making a Claim through Customer or Issuer, such as an Account User, employee, agent, representative or an affiliated/parent/subsidiary company.

19.3 Arbitration Limits. (a) Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court. (b) Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any Covered Person, the Covered Person asserting the Claim may not pursue the Claim as part of a class action or other representative action. Claims of two (2) or more Persons may not be combined in the same arbitration. However, applicants, Account Users on a single Account and/or related Accounts or corporate affiliates are considered as one Person for these purposes.

19.4 How Arbitration Works. (a) Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. The AAA Rules may be obtained at the AAA's website (www.adr.org) or by calling 800-778-7879. A Covered Person may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to Customer's billing address. (b) If the AAA is not available to conduct the arbitration, then a Covered Person may petition a court of appropriate jurisdiction to designate an appropriate arbitrator. (c) Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. A Covered Person does not waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a Covered Person may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA. (d) The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of a Covered Person if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law. (e) The arbitrator shall make any award in writing and, if requested by a Covered Person, shall provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the Persons named in the arbitration, and shall not have any bearing on any other Person or dispute.

19.5 Paying for Arbitration. Arbitration fees will be allocated according to the applicable AAA Rules. All Persons are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to a Person based on applicable law.

19.6 The Final Award. (a) Any award by an arbitrator is final unless a Covered Person appeals it in writing to the AAA within thirty (30) days of notice of the award. The arbitration appeal shall be determined by a panel of three (3) arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law. (b) A final award may be entered in any court of appropriate jurisdiction.

19.7 If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between Customer and Issuer.

20. Confidentiality.

All information furnished by either Party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other Party only in connection with this Agreement), except to the extent that the information: (a) is already lawfully known when received; (b) becomes lawfully obtainable from other sources; (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; (d) is disclosed by Issuer to its financial services regulators; (e) is used or disclosed as provided in this Agreement or with the consent of the Person whose information is being used or disclosed; or (f) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the Party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other Party to take legal action to prevent the disclosure. Nothing

in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers related to the operation and maintenance of the business of Issuer and its affiliates, and Customer expressly agrees to these disclosures and use of information, provided that such affiliates and third-party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization.

21. Program Information.

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its affiliates may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Customer (collectively, "Program Information") for the purpose of operating Issuer's and its affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its affiliates and third parties which provide goods or services to commercial enterprises and Customer understands that Issuer, its affiliates, including but not limited to WEX Inc., and third parties may contact Customer to offer additional products or services including, for example, discount networks for certain non-fuel merchant purchases and telematics products designed to assist customers with vehicle tracking and management. If Customer chooses to enroll in any such product or service offered by Issuer, its affiliates or a third party, Customer may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the website at: <https://www.wexcinc.com/privacy-policy/>. Issuer and its affiliates may use and disclose Program Information that is not identifiable to Customer in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Customer may not assign this Agreement or any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Customer may purchase dyed special fuel using its Account or Cards. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer.

23.2 Issuer may monitor telephone communications between its employees and its customers for service quality purposes. Customer consents to such monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

23.3 Issuer's compliance with this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to, acts of God; civil disturbance; war; acts of government; natural disasters; labor disputes and computer or telecommunication failures.

23.4 This Agreement and any and all claims relating to or arising out of this Agreement, whether sounding in contract, tort, or otherwise, in each case, shall be governed by federal law and, to the extent that state law applies, the laws of the State of Utah.

23.5 If either Party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected Party shall give the other Party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected Party is unable to perform due to the notice given by the state or federal regulatory body.

23.6 Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.7 No delay or omission by Issuer to exercise any right under the Agreement shall impair such right or be construed to be a waiver of any default. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No waiver, amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Issuer unless in writing, and then only to the extent set forth in such writing.

23.8 No Person other than a Party to this Agreement shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third party beneficiary of this Agreement.

23.9 Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate Party at the address set forth in the application for credit or at such other address as the Parties may indicate from time to time. In addition to the notice methods provided above, the Parties agree that a communication: **(a)** by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or **(b)** by email to or from an address normally used by an Account User for business communications, shall be considered to be a "writing" and to be "signed" by the Party transmitting it for all purposes. The Parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of a facsimile or email constitutes the "best evidence" and an "original" of such a writing.

23.10 If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties (except as specifically provided in Section 19 (Arbitration)).

23.11 This Agreement, any notices in connection with this Agreement, and any guaranty of Customer's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, among the Parties with respect to the subject matter hereof.

Schedule A

Definitions

"Account" means the charge card account provided to Customer by Issuer. An Account may be accessed by a Card or an account number.

“Account User” means Customer or any other Person that Customer has notified Issuer is authorized to use the Account or a Card in accordance with the requirements and procedures established by Issuer from time to time.

“Billing Cycle” means the time interval between the dates of Customer’s regular billing statements. Customer’s first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

“Business Day” means any day other than a Saturday, Sunday, or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.

“Card” means a plastic card provided by Issuer that may be used to access an Account.

“Controls” are a set of authorization tools designed to assist Customer with managing Transactions.

“Credit Limit” is the amount of credit assigned to Customer’s Account as established by Issuer from time to time.

“DIN” means the identification number associated with an Account User or Card.

“Due Date” means the date the repayment of the balance of the Account is due as provided on a billing statement.

“Fee Schedule” means the List of Fees included as Schedule B.

“Guarantor” means any Person who guarantees the obligations of Customer under this Agreement.

“Party” means Bank or Customer and “Parties” means Issuer and Customer. “Person” means an individual, corporation, partnership, limited liability company, trust or other organization.

“Transaction” means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

“Unauthorized Use” means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

Schedule B

List of Fees

Set Up Fee	WAIVED
Monthly Card Fee	WAIVED
Replacement Card Fee	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fee	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Reactivation Fee	\$50.00 per occurrence (max monthly fee of 50.00)
Truck Stop Fee	Up to \$3.00 per card swipe at a diesel pump*
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that Customer must agree to in order to receive the additional products and services.

Call 1-866-544-5796 with questions about any of the above.



Council Agenda Summary

October 1, 2024

Key Staff Contact: Brian McBroom, Community Development Director, Douglas May, Planner III

Title:

A resolution finding substantial compliance with State Annexation Laws for property known as the "L&T LLC Annexation," located generally West of State Highway 257 and North of Weld County Road 54, into the City of Greeley, the subject site is comprised of 298.988 Acres

Summary:

LAI Design Group is requesting approval to annex two parcels owned by L&T LLC, known as the L&T Annexation. The annexation includes two parcels, both of which are approximately 150 acres in size. The annexation also includes the right-of-way for Weld County Road 54, along the southern boundary of the annexation. The total combined area of the annexation is 300.672 acres. The request is for Council to adopt the resolution finding that the proposed annexation is in substantial compliance with the requirements of C.R.S. § 31-12-107 as well as C.R.S. § § 21-12-104 and 31-12-105 and that the proposed annexation meets the legal requirements of those sections.

This office has reviewed the Petition for the L&T LLC Annexation into the City of Greeley and finds that the Petition for Annexation is in substantial compliance with the requirements of C.R.S. § 31-12-107. Additionally, this office has reviewed the Petition for compliance with annexation requirements contained in C.R.S. §§ 31-12-104 and 31-12-105, and finds that the Petition meets the legal requirements of those sections.

Fiscal Impact:

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

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

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. 32, 2024 with Exhibit A
2. Annexation Compliance Memo
3. Plan Set
4. Vicinity and Zoning Map
5. Petition

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

**A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE
ANNEXATION LAWS FOR PROPERTY KNOWN AS THE “L&T LLC
ANNEXATION,” LOCATED GENERALLY WEST OF STATE HIGHWAY 257 AND
NORTH OF WELD COUNTY ROAD 54, INTO THE CITY OF GREELEY. THE
SUBJECT SITE IS COMPRISED OF 298.988 ACRES**

WHEREAS, L&T, LLC has submitted an annexation petition to the City of Greeley for annexation of property located generally west of State Highway 257 and north of Weld County Road 54, more particularly described in the attached Exhibit A;

WHEREAS, the City of Greeley staff has found the annexation petition to be in substantial compliance with C.R.S. §§ 31-12-101, *et seq.*; and

WHEREAS, City staff desires that the City Council establish a date, time, and place to hold a hearing to determine if the proposed annexation complies with C.R.S. § 31-12-106, or such parts thereof, to establish eligibility for annexation to the City of Greeley; and

WHEREAS, the City Clerk shall deliver notice and publish the date, time, and place for said hearing;

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

1. The annexation petition is found to substantially comply with C.R.S. § 31-12-106.
2. The public hearing for consideration of the proposed annexation petition is hereby set for December 3, 2024, at the City Council Chambers, City Center - South, 1001 11th Avenue, Greeley, Colorado, during a regular City Council meeting beginning at 6:00 p.m.
3. The City Clerk is hereby authorized to publish and notify required parties pursuant to the procedures set forth in C.R.S. §31-12-108(2).
4. This resolution shall become effective immediately upon its passage.

**PASSED, AND ADOPTED, SIGNED AND APPROVED this 1st DAY OF OCTOBER
2024.**

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



CITY ATTORNEY'S OFFICE MEMORANDUM

To: Heidi Leatherwood, City Clerk
cc: Doug May, Planner III

From: Michael J. Axelrad, Senior Assistant City Attorney
Subject: L&T LLC Annexation
Date: September 18, 2024

This office has reviewed the Petition for the L&T LLC Annexation into the City of Greeley and finds that the Petition for Annexation is in substantial compliance with the requirements of C.R.S. § 31-12-107. Additionally, this office has reviewed the Petition for compliance with annexation requirements contained in C.R.S. §§ 31-12-104 and 31-12-105, and finds that the Petition meets the legal requirements of those sections.

Please prepare the Resolution (a draft is attached) and schedule this matter for hearing in accordance with C.R.S. §31-12-108.

Attachment

L&T LLC ANNEXATION

Situate in the East Half of Section 22, Township 5 North, Range 67 West
of the 6th P.M., City of Greeley, County of Weld, State of Colorado

298.988 Acres
ANX2023-0001

PROPERTY DESCRIPTION

The land referred to herein below is situated in the County of Weld, State of Colorado, and is described as follows:

The East Half (E1/2) of Section Twenty-two (22), in Township Five (5) North, Range Sixty-seven (67) West of the 6th P.M., County of Weld, State of Colorado.

TOGETHER WITH the North 30.00 feet of the Northeast Quarter of Section 27, T.5N., R.67W., as described in that Road Viewers Report recorded March 30, 1907, in Book 83 at Page 206, at Reception No. 118396.

EXCEPTING THEREFROM that portion conveyed to the Mountain States Telephone and Telegraph Company in Deed recorded April 6, 1965, in Book 538, at Reception No. 1460397.

And EXCEPTING THEREFROM that portion conveyed to the Department of Highways, State of Colorado in deed recorded April 19, 1961 in Book 1582 at Page 550.

Further EXCEPTING THEREFROM that portion conveyed to County of Weld, Colorado in Deed recorded October 2, 1936 in Book 999 at Page 409.

Said described parcel of land contains 300.672 Acres, more or less (±) and is subject to any rights-of-way or other easements as granted or reserved by instruments of record or as now existing on said described parcel of land.

ACCEPTANCE

Said map was accepted by the City of Greeley, Weld County, Colorado, and the territory therein designated made a part of said City of Greeley and included within the limits and jurisdiction thereof, this the ____ day of ____ 20__.

Attest: _____ Mayor

NOTARIAL CERTIFICATE

I, _____, a notary within and for said county in the state aforesaid do hereby certify that the Mayor, personally known to me to be the person whose name as such Mayor is subscribed to the above instrument in writing, appeared before me this day in person and acknowledge that as authorized by resolution of the City Council of said City at a regular meeting on the ____ day of ____ 20__, he executed said thereof held acceptance of said map as his free and voluntary act and deed of said City of Greeley.

Witness my hand and seal this ____ day of ____ 20__.

My commission expires _____

Notary Public _____

CITY COUNCIL APPROVAL

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

PLANNING COMMISSION RECOMMENDATION

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

COMMUNITY DEVELOPMENT DIRECTOR

Community Development Director _____ Date _____

DEVELOPMENT REVIEW MANAGER

Development Review Manager _____ Date _____

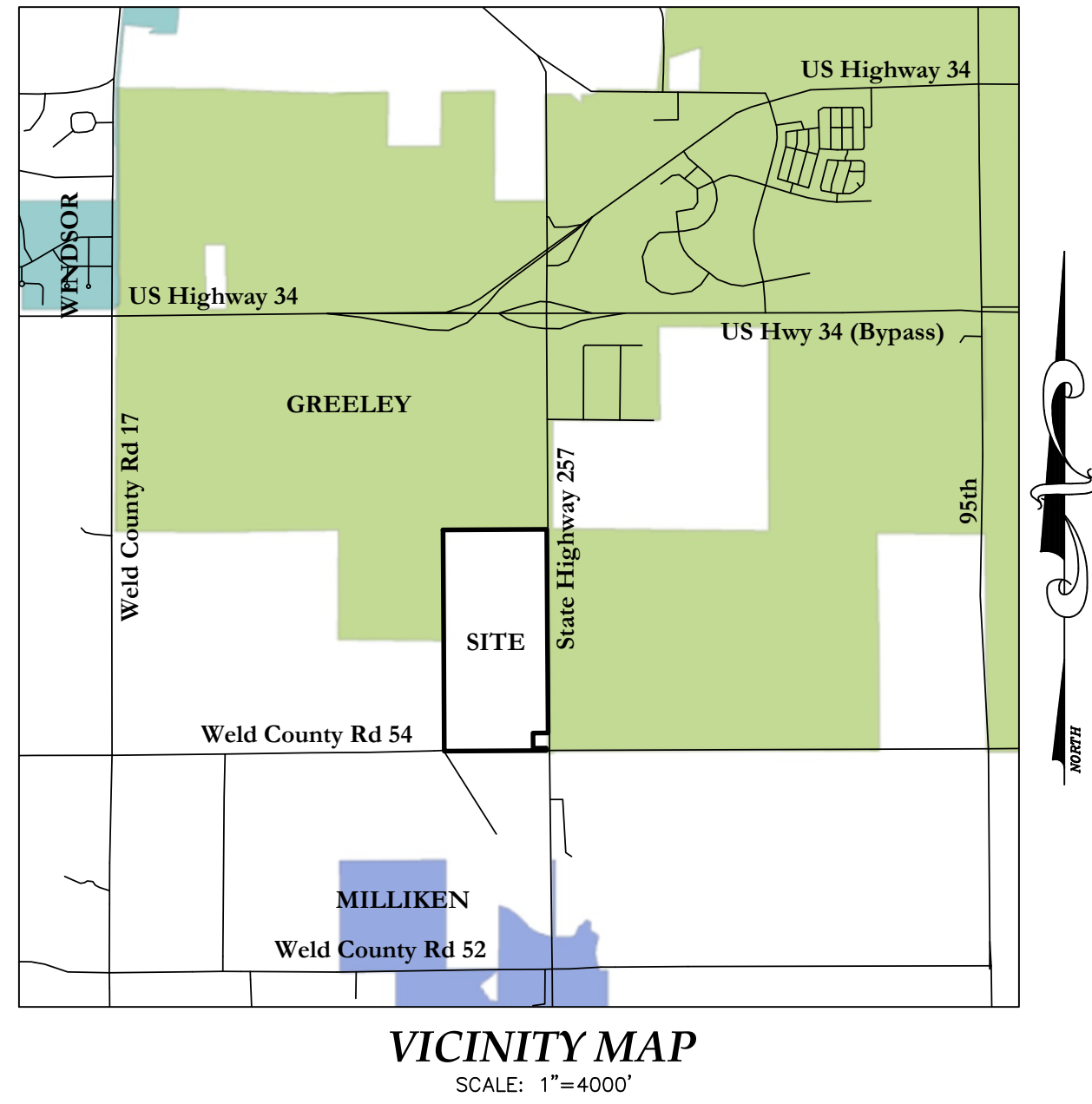
SURVEYOR'S STATEMENT

I, Paul B. Groves, a Colorado Licensed Professional Land Surveyor do hereby state that this map of land proposed to be Annexed to the City of Greeley, County of Weld, State of Colorado was prepared under my direct supervision from existing documents of record, and that the same is true and correct to the best of my knowledge, information and belief.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the City of Greeley, County of Weld, State of Colorado.

PRELIMINARY

Paul B. Groves - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209



BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Bearings are based on the East line of the Southeast one-quarter of Section 15, Township 5 North, Range 67 West of the 6th Principal Meridian, said to bear South 00°30'20" East, a distance of 2,628.83 feet, from the East one-quarter corner of Section 15 being monumented by a 3.25" aluminum cap 0.5" down in a range box with no lid, stamped "Colo. Dept. of Transportation, TSN R67W, 1/4, S15 | S14, 1998, PLS 25951" to the Southeast corner of Section 15 being monumented by a 3.25" aluminum cap, 0.3" down in a range box with a lid marked "survey", stamped "Flatirons Surveying, TSN R67W, S15 | S14, ---, S22 | S23, 1997, LS 16406".

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

NOTICE

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

NOTES FROM THE COUNTY

1) Adjacent properties may be in unincorporated Weld County and that Weld County has adopted a Right-to-Farm Statement and a Right to Extract Mineral Resources Statement.

1a) RIGHT TO EXTRACT MINERAL RESOURCES STATEMENT: Weld County has some of the most abundant mineral resources, including, but not limited to, sand and gravel, oil, natural gas, and coal. Under title 34 of the Colorado Revised Statutes, minerals are vital resources because (a) the state's commercial mineral deposits are essential to the state's economy; (b) the populous counties of the state face a critical shortage of such deposits; and (c) such deposits should be extracted according to a rational plan, calculated to avoid waste of such deposits and cause the least practicable disruption of the ecology and quality of life of the citizens of the populous counties of the state. Mineral resource locations are widespread throughout the County and persons moving into these areas must recognize the various impacts associated with this development. Often times, mineral resource sites are fixed to their geographical and geophysical locations. Moreover, these resources are protected property rights and mineral owners should be afforded the opportunity to extract the mineral resource.

1b) WELD COUNTY'S RIGHT TO FARM: Weld County is one of the most productive agricultural counties in the United States, typically ranking in the top ten counties in the country in total market value of agricultural products sold. The rural areas of Weld County may be open and spacious, but they are intensively used for agriculture. Persons moving into a rural area must recognize and accept that there are drawbacks, including conflicts with long-standing agricultural practices and a lower level of services than in town. Along with the drawbacks come the incentives which attract urban dwellers to relocate to rural areas: open views, spaciousness, wildlife, lack of city noise and congestion, and the rural atmosphere and way of life. Without neighboring farms, those features which attract urban dwellers to rural Weld County would quickly be gone forever.

Agricultural users of the land should not be expected to change their long-established agricultural practices to accommodate the intrusions of urban users into a rural area. Well-run agricultural activities will generate off-site impacts, including noise from tractors and equipment; slow-moving farm vehicles on rural roads; dust from animal pens, field work, harvest and gravel roads; odor from animal confinement, silage and manure; smoke from ditch burning; flies and mosquitoes; hunting and trapping activities; shooting sports, legal hazing of nuisance wildlife; and the use of pesticides and fertilizers in the fields, including the use of aerial spraying. It is common practice for agricultural producers to utilize an accumulation of agricultural machinery and supplies to assist in their agricultural operations. A concentration of miscellaneous agricultural materials often produces a visual disparity between rural and urban areas of the County. Section 35-3.5-102, C.R.S., provides that an agricultural operation shall not be found to be a public or private nuisance if the agricultural operation alleged to be a nuisance employs methods or practices that are commonly or reasonably associated with agricultural production.

Water has been, and continues to be, the lifeline for the agricultural community. It is unrealistic to assume that ditches and reservoirs may simply be moved "out of the way" of residential development. When moving to the County, property owners and residents must realize they cannot take water from irrigation ditches, lakes, or other structures, unless they have an adjudicated right to the water.

Weld County covers a land area of approximately four thousand (4,000) square miles in size (twice the size of the State of Delaware) with more than three thousand seven hundred (3,700) miles of state and County roads outside of municipalities. The sheer magnitude of the area to be served stretches available resources. Law enforcement is based on responses to complaints more than on patrols of the County, and the distances which must be traveled may delay all emergency responses, including law enforcement, ambulance, and fire. Fire protection is usually provided by volunteers who must leave their jobs and families to respond to emergencies. County gravel roads, no matter how often they are bladed, will not provide the same kind of surface expected from a paved road. Snow removal priorities mean that roads from subdivisions to arterials may not be cleared for several days after a major snowstorm. Services in rural areas, in many cases, will not be equivalent to municipal services. Rural dwellers must, by necessity, be more self-sufficient than urban dwellers.

People are exposed to different hazards in the County than in an urban or suburban setting. Farm equipment and oil field equipment, ponds and irrigation ditches, electrical power for pumps and center pivot operations, high speed traffic, sand burs, puncture vines, territorial farm dogs and livestock, and open burning present real threats. Controlling children's activities is important, not only for their safety, but also for the protection of the farmer's livelihood.

DATE: 6/1/2023

FILE NAME: 20230253B--ANX

SCALE: 1"=300'

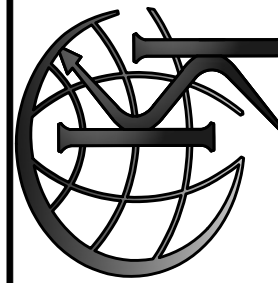
DRAWN BY: CSK

CHECKED BY: PG

KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550

phone: (970) 686-5011 | email: contact@KingSurveyors.com



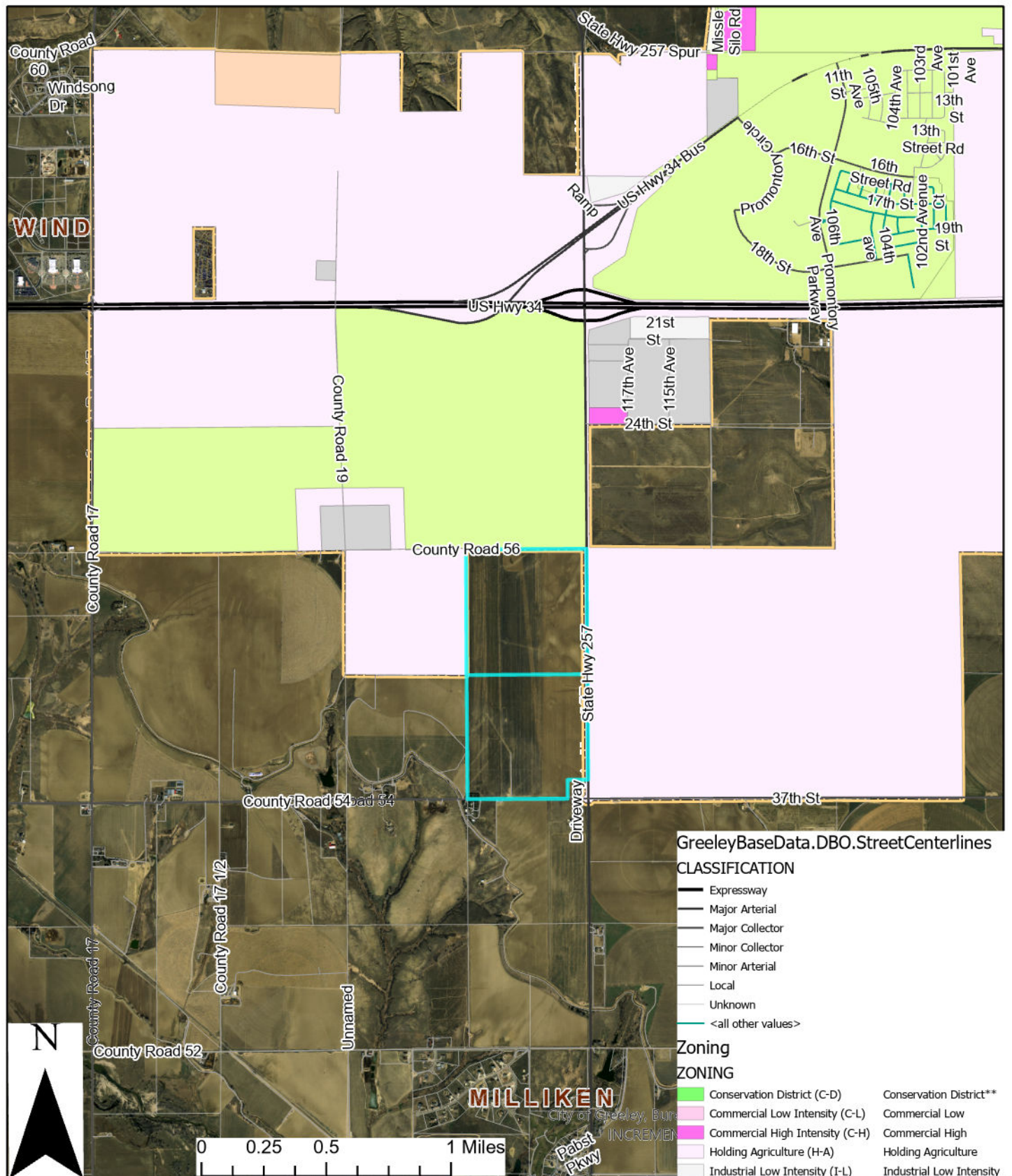
DATE:	6/6/24
REVISED SOUTH BOUNDARY LINE	CSK
REVISIONS:	

L&T LLC ANNEXATION
FOR
STRATUS INVESTMENT PARTNERS, LLC

PROJECT #:
20230253

Vicinity and Zoning Map

L&T Annexation and Zoning ANX2023-0001, ZON2023-0002



PETITION FOR ANNEXATION

L & T LLC Annexation

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO:

The undersigned, in accordance with Title 31, Article 12, Chapters 101 et. seq., Colorado Revised Statutes, 1973, as amended, hereby petition the City Council of the City of Greeley for annexation to the City of Greeley of the territory described herein and described and shown on the map designated, "L & T LLC Annexation." The applicable number of said map (at least four) are submitted herewith and by this reference are incorporated herein. The description of the territory hereby petitioned for annexation to the City of Greeley is set forth in Exhibit A attached hereto and incorporated herein by reference.

In support of this petition, the Petitioner(s) allege(s) that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Greeley.
2. The requirements of Section 31-12-104 and 31-12-105 of the Colorado Revised Statutes exist or have been met in that:
 - A. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley.
 - B. A community of interest exists between the territory proposed to be annexed and the City of Greeley.
 - C. The territory sought to be annexed is urban or will be urbanized in the near future.
 - D. The territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley.
3. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has/have been divided into separate parts or parcels of real estate without the written consent of the land owner or land owners thereof, except and unless where such tracts or parcels are already separated by a dedicated street, road, or other public way.
4. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon have an assessed

valuation in excess of \$200,000 for ad valorem tax purposes for the year next preceding the filing of the written petition for annexation, has/have been included within the territory proposed to be annexed without the written consent of the land owner or land owners.

5. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Greeley was held within the twelve months preceding the filing of this petition.
6. The territory proposed to be annexed does not include any area included in another annexation proceeding involving a city other than the City of Greeley.
7. The territory proposed to be annexed is not presently a part of any incorporated city, city and county, or town.
8. The property owned by each petitioner is described on each separate signature sheet and, when needed, described more fully in the exhibits attached hereto and incorporated herein by reference.
9. The signer(s) of this petition comprise(s) more than fifty percent (50%) of the land owners and owning more than fifty percent (50%) of the property, excluding public streets and alleys, and any land owned by the annexing municipality, and are, in fact, owners of one hundred percent (100%) of the property set forth in Exhibit A attached hereto and incorporated herein by reference.

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

- A. A written legal description of the boundaries of the area proposed to be annexed.
- B. A map showing the boundary of the area proposed to be annexed.
- C. Within the annexation boundary map, an identification of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks. Also within the boundary map, identification of any special districts the area proposed to be annexed may be part of.
- D. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed.

- E. A surveyor's certificate prepared by a registered land surveyor that attests to the preparation of the map and certifies at least one-sixth (1/6) contiguity to the City of Greeley.
- F. Acceptance block describing the acceptance action of the City of Greeley in form and substance as provided in Appendix A of the Subdivision Regulations of the City of Greeley and providing for the effective date and City Clerk and Mayor attest signatures.
10. Except as otherwise provided, no part of the territory sought to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will become effective.
11. As an expressed condition of annexation, land owner(s) consent(s) to inclusion into the Northern Colorado Water Conservancy District and the municipal subdistrict pursuant to Section 37-45-136 (3.6) C.R.S. Land owner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, land owner's (s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of land owner's(s') lands. Land owner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Land owner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

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

Land Owner(s) Name(s) and Signature(s)

Signing

Patricia Thatcher
Patricia Thatcher

Mailing Address

318 Rosemary St
Smryna TN 37667

Date of

8/21/21

Subscribed and sworn to before me this 21st day of August, 2021, by
Patricia Thatcher

Witness my hand and official seal.

My commission expires: 4/19/2022



Faith Keel
Notary Public

- E. A surveyor's certificate prepared by a registered land surveyor that attests to the preparation of the map and certifies at least one-sixth (1/6) contiguity to the City of Greeley.
- F. Acceptance block describing the acceptance action of the City of Greeley in form and substance as provided in Appendix A of the Subdivision Regulations of the City of Greeley and providing for the effective date and City Clerk and Mayor attest signatures.
10. Except as otherwise provided, no part of the territory sought to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will become effective.
11. As an expressed condition of annexation, land owner(s) consent(s) to inclusion into the Northern Colorado Water Conservancy District and the municipal subdistrict pursuant to Section 37-45-136 (3.6) C.R.S. Land owner(s) acknowledge(s) that, upon inclusion into the district and subdistrict, land owner's (s') property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the district and subdistrict at the time of inclusion of land owner's(s') lands. Land owner(s) agree(s) to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the district and subdistrict can impose such mill levies and special assessments as it has the authority to impose. Land owner(s) also agree(s) to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

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

Land Owner(s) Name(s) and Signature(s)

Mailing Address

Date of

Signing

TERRI JEAN LOVELL
Terri Jean Lovell

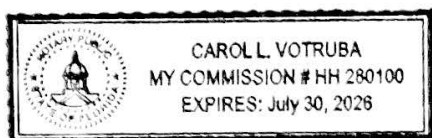
40th Avenue
Shakopee, MN

8/19/24

Subscribed and sworn to before me this 19 day of August, 2024, by
Terri Jean Lovell

Witness my hand and official seal.

My commission expires: 7/30/26



Carol L. Votruba
 Notary Public

Land Owned

If necessary, attach separate sheet.

L & T LLC ANNEXATION

DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WELD, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

THE EAST HALF (E1/2) OF SECTION TWENTY-TWO (22), IN TOWNSHIP FIVE (5) NORTH, RANGE SIXTY-SEVEN (67) WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN DEED RECORDED APRIL 6, 1965, IN BOOK 538, AT RECEPTION NO. 1460397.

AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO IN DEED RECORDED APRIL 19, 1961 IN BOOK 1582 AT PAGE 550.

FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO COUNTY OF WELD, COLORADO IN DEED RECORDED OCTOBER 2, 1936 IN BOOK 999 AT PAGE 409.



Council Agenda Summary

October 1, 2024

Key Staff Contact: Donald Threewitt, Chief Planner

Title:

A resolution authorizing the Community Development Director to apply for a Local Planning Capacity Grant from the Colorado Department of Local Affairs

Summary:

Community Development staff seeks authorization to apply for a Department of Local Affairs "Local Planning Capacity (LPC)" grant with a total project cost of \$208,000 to fund two limited-term positions: a Planner I-III in Community Development and a Housing Development Program Manager in Housing Solutions. This is a highly competitive grant with a minimum 20% required match. Funding will originate from the Community Development and Housing Solutions departments' 2025 operating budget.

The City of Greeley adopted Resolution No. 36, 2023 which authorized filing an Affordable Housing Commitment with the Department of Local Affairs (DOLA). In doing so, several state-level grant opportunities became available to support the development, management, and funding assistance for affordable housing. The Local Planning Capacity (LPC) grant program intends to increase local government planning department capacity to address affordable housing in terms of expedited reviews, permitting, zoning, and fostering development of new or newly converted affordable units. One provision of Proposition 123 is the implementation of a 90-day "fast track" development review process for affordable housing projects which is required to be implemented on or before January 1, 2027.

A previously awarded LPC grant is being utilized to develop an affordable housing section to the Greeley Development Code that will: clearly define "affordable housing;" provide threshold performance criteria, dimensional standards, and site and building design standards; clarify qualifications and exemptions for the 90-day review process; and provide objective eligibility measures for any future city-authorized or initiated incentives related to affordable housing development.

This year's grant request seeks to directly fund limited-term staff in Community Development and Housing Solutions to test the affordable housing fast-track process at scale, and identify strategies and processes required to meet the 90-day review requirement.

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
3. What is the annual impact? Not to exceed \$50,000
4. What fund of the City will provide Funding? General fund - Community Development and Housing Solutions operating funds
5. What is the source of revenue within the fund? Grant
6. Is there grant funding for this item? Yes

7. If yes, does this grant require a match? Yes
8. Is this grant onetime or ongoing? One-time

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None.

Strategic Focus Area:

High-Performance Government
Housing For All
Quality of Life

Decision Options:

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

Council's Recommended Action:

A motion to adopt the resolution.

Attachments:

1. Resolution No. 33, 2024 with Exhibit A
2. Proposition 123 Commitment Adopted Resolution 36, 2023

CITY OF GREELEY, COLORADO
RESOLUTION NO. 33, 2024

**A RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR
TO APPLY FOR A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL
AFFAIRS**

WHEREAS, the City of Greeley adopted Resolution No. 36, 2023 authorizing the filing of an Affordable Housing Commitment with the Department of Local Affairs (DOLA) pursuant to Proposition 123 related to affordable housing commitments; and

WHEREAS, The Local Planning Capacity (LPC) grant program was made possible by Proposition 123 with funding from the Statewide Affordable Housing Support Fund. This grant program will be managed by the Community Development Office (CDO) within DOLA's Division of Local Government (DLG); and

WHEREAS, This program is intended to increase local government planning department capacity to address affordable housing, especially by expediting review, permitting, zoning, and development of affordable housing; and

WHEREAS, as part of this commitment the City of Greeley shall implement a 90-day Fast-track development review process for affordable housing on or before January 1, 2027.

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

Section 1. That the Community Development Director is authorized to apply for the Local Planning Capacity grant offered by the Colorado Department of Local Affairs; and

Section 2. That the grant application for the project summarized in Exhibit A shall not exceed a cost of \$250,000, with an associated local match not to exceed \$50,000 without further authorization.

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

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 1st DAY OF
OCTOBER 2024.**

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A
RESOLUTION No. 33, 2024
CITY OF GREELEY, COLORADO

The City of Greeley proposes to use LPC grant funds to hire staff to implement the pilot affordable housing fast-track development review process. Funds are requested for a limited-term Planner I-III in the Community Development Department and a limited-term Housing Development Program Manager in the Housing Solutions Department. Matching funds will be allocated proportionately from each participating department's existing budget.

The Planner I-III in Community Development will develop, coordinate, and supplement a streamlined review process whereby a planner, engineer, and landscape architect will review on behalf of all referral agencies. The Planner I-III will act as an affordable housing liaison to facilitate the development review submittals, responses, and timeline management.

Housing Solutions staff will work with developer partners to educate regarding the city's affordable housing incentive programs determined from the Housing Strategic Plan, including as a liaison with the Community Development department for the benefit of a smooth and efficient development review process. Housing Solutions staff would develop and maintain any development incentive program emerging from the Housing Strategic Plan 2024-2025, including but not limited to development of a local funding source to leverage full spectrum housing development to support the growth of Greeley including affordable housing.

Local Planning Capacity Grant: Personnel Services request: \$195,784

Local Grant Match (20% of total): \$ 48,945

Total Project Cost: \$244,729

CITY OF GREELEY, COLORADO
RESOLUTION NO. 36, 2023

**A RESOLUTION AUTHORIZING THE FILING OF AN AFFORDABLE HOUSING
COMMITMENT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS
PURSUANT TO PROPOSITION 123 RELATED TO AFFORDABLE HOUSING
COMMITMENTS**

WHEREAS, the provisions of Section 18 of Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes ("C.R.S.") allow Colorado governments to cooperate and to contract with one another to provide any function, service, or facility lawfully authorized to each local government; and

WHEREAS, the City has adopted goals and strategies through its Comprehensive Plan to promote and facilitate affordable housing in the City; and

WHEREAS, at the Colorado general election in 2022, voters approved Proposition 123 through enactment of a new article 32 to title 29 of the Colorado Revised Statutes, which created new affordable housing programs and funding sources, such as grants and loans to local governments and nonprofit affordable housing developers through the creation of the State Affordable Housing Fund using 0.1 % of state income tax revenue ("Prop 123"); and

WHEREAS, C.R.S. Section 29-32-105, requires a governing body of a local government that desires funding available under Prop 123 to make and file with the Colorado Department of Local Affairs, no later than November 1, 2023, a commitment specifying how the combined number of newly constructed affordable housing units and existing units converted to affordable housing within its boundaries will be increased by three percent each year over the baseline number of affordable housing units within its boundaries by December 31, 2026 ("Prop 123 Commitment"); and

WHEREAS, the City Council desires to authorize the City Manager to prepare and file a Prop 123 Commitment on behalf of the City;

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

Section 1. That the foregoing recitals are incorporated herein as findings and determinations of City Council.

Section 2. That the City Council hereby authorizes and directs the City Manager to prepare and file a Prop 123 Commitment on behalf of the City by November 1, 2023, and to take all such steps that are consistent with the direction of City Council and necessary to become eligible for and access Prop 123 funding.

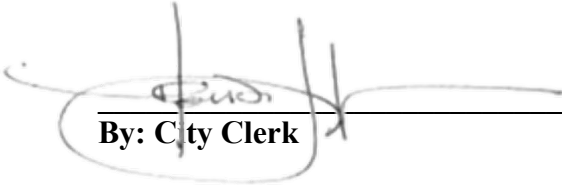
Section 3. This Resolution shall be effective immediately upon approval of the City Council of the City of Greeley.

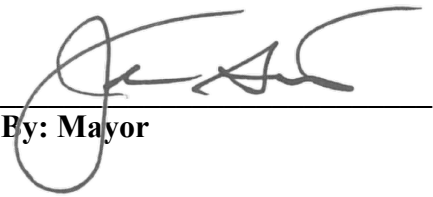
PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 17TH DAY OF OCTOBER, 2023.

ATTEST



THE CITY OF GREELEY, COLORADO


By: City Clerk


By: Mayor



Council Agenda Summary

October 1, 2024

Key Staff Contact: Adam Turk, Police Chief

Title:

A resolution authorizing the Mayor to enter into a Memorandum of Understanding (MOU) between the City of Greeley's Police Department and the Weld County Sheriff's Office regarding distribution of joint funding provided by the Bureau of Justice Assistance

Summary:

The Bureau of Justice Assistance (BJA) has a grant opportunity to provide financial assistance annually to local law enforcement agencies to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation. This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. The total amount awarded is \$52,052 with \$40,130 of that allocated to the City of Greeley and \$11,922 to Weld County. The Memorandum of Understanding is between Weld County and the City of Greeley for the division of funds that has been pre-determined and provided by the BJA for each agency's designated program.

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? \$40,130
3. What is the annual impact? Unknown
4. What fund of the City will provide Funding? General Fund
5. What is the source of revenue within the fund? Grant
6. Is there grant funding for this item? Yes
7. If yes, does this grant require a match? No
8. Is this grant onetime or ongoing? Onetime
9. Additional Comments: Approval of a Memorandum of Understanding is a requirement to receive the grant funds of \$52,052.00. The grant deadline is October 22, 2024.

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:

Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

A motion to adopt the resolution.

Attachments:

1. Resolution No. 34 , 2024
2. Edward Byrne Memorial Justice Assistance Grant (JAG) MOU Temporary Agreement

**THE CITY OF GREELEY, COLORADO
RESOLUTION NO. 34, 2024**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GREELEY'S
POLICE DEPARTMENT AND THE WELD COUNTY SHERIFF'S OFFICE
REGARDING DISTRIBUTION OF JOINT FUNDING PROVIDED BY THE BUREAU
OF JUSTICE ASSISTANCE**

WHEREAS, the City of Greeley's Police Department and the Weld County Sheriff's Office desire to enter into a Memorandum of Understanding regarding the Bureau of Justice Assistance joint funding in the amount of \$52,052 and

WHEREAS, both parties acknowledge that their needs and use for the funds are different, and the Greeley Police Department and the Weld County Sheriff's Office are each willing to cooperate in this matter under terms and conditions set forth in the Memorandum of Understanding; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley to enter into this agreement between the Greeley Police Department and the Weld County Sheriff's Office.

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

1. The Mayor of the City of Greeley, Colorado, is authorized to execute a Memorandum of Understanding between and the City of Greeley, Colorado and Weld County Board of County Commissioners for the receipt of grant funds.

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

3. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 1st DAY OF OCTOBER 2024.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this th16 day of September, 2024, by and between THE CITY OF GREELEY, COLORADO and THE WELD COUNTY BOARD OF COUNTY COMMISSIONERS, COUNTY OF WELD, COLORADO.

WHEREAS, the Bureau of Justice Assistance has provided joint funding that is available to both the City of Greeley and Weld County; and

WHEREAS, the funding that is being provided by the Bureau of Justice Assistance is in the total amount of \$52,052; and

WHEREAS, the City of Greeley Police Department will be the Fiscal Agent for the grant and will initially receive the total grant award of \$52,052; will remit the amount of \$11,922 to Weld County as the Sheriff's Office portion of the grant award; and, will retain the amount of \$40,130 as the City of Greeley Police Department's portion of the award.

WHEREAS, as with previous funding, both agencies have determined that they have different needs and uses for the funds being made available; and

WHEREAS, this Memorandum of Understanding provides for the division of funds being made available; and

WHEREAS, the parties wish to reduce their understanding to writing.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1) Upon receipt of the total funding amount of \$52,052, the Greeley Police Department (Fiscal Agent) will pay the sum of \$11,922 to the Weld County Sheriff's Office as and for the Weld County's portion of the Edward Byrne Memorial Justice Assistance Grant (JAG) formula program.

2) The remaining sum in the amount of \$40,130 will be retained by the City of Greeley as the Greeley Police Department's portion of the Edward Byrne Memorial Justice Assistance Grant (JAG) formula program.

3) The financial reporting to the Bureau of Justice Assistance will be maintained by the Greeley Police Department (Fiscal Agent) with each party maintaining a financial and operational record of their respective portions of the program and in compliance with the Federal Financial Guide, the parameters of the grant and any special conditions as noted in the SOGA award. The

2024-2434

Weld County Sheriff's Office shall transmit said records to the Greeley Police Department upon request by the Department.

IN WITNESS WHEREOF, the parties have executed this contract on the day and year first written above.

THE CITY OF GREELEY, COLORADO

WELD COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

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

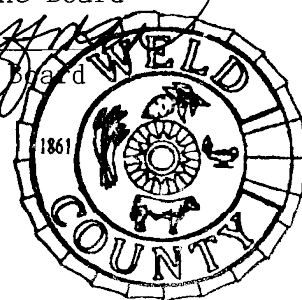
ATTEST:

ATTEST: Gather G. Steele
Weld County Clerk to the Board

City Clerk

BY: Cheryl A. [Signature]
Deputy Clerk to the Board

Approved as to Substance:



By: _____
City Manager

Approved as to Legal Form:

By: _____
City Attorney

Recommended:

Approved as to Finance:

By: [Signature]
Sheriff

By: _____
Director of Finance

Weld County Sheriff's Office

Recommended:

By: _____
Chief of Police
Greeley Police Department

2024-2434



Council Agenda Summary

October 1, 2024

Key Staff Contact: Caleb Weitz, Budget and Policy Director

Title:

Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2024 and for funds held in reserve for encumbrances through December 31, 2023

Summary:

This is the second supplemental appropriation ordinance modifying the 2024 budget. This appropriation enables the utilization of unbudgeted revenues incurred in the 2024 year, and for administrative cleanup associated with new fund creation. This appropriation is consistent with the financial planning in the 2025 Recommended Budget.

This appropriation includes 22 requests that are outlined in more detail on the attached Detail Supporting Schedule. Listed below are highlights of the requests included in the requested appropriation:

- \$1.9 million to move the Homelessness budget out of the general fund
- \$630 thousand in grant revenue to support Culture, Parks, & Recreation capital projects
- \$513 thousand to move the Housing budget out of the general fund
- \$341 thousand to appropriate unbudgeted revenue for Culture, Parks, and Recreation
- \$335 thousand in ESG, PSH, and Olmstead grants for the Homelessness department

The attached ordinance includes the proposed budget increases to ensure the City meets the requirements of the charter that expenditures do not exceed what has been appropriated by Council. Council may adjust or remove any of the budget requests prior to adoption at the proposed second reading on October 15, 2024.

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? \$5,573,937 in 2024
3. What is the annual impact? \$5,573,937 in 2024
4. What fund of the City will provide Funding? See Ordinance
5. What is the source of revenue within the fund? Various
6. Is there grant funding for this item? Yes
7. If yes, does this grant require a match? Yes, various items
8. Is this grant onetime or ongoing? One-time
9. Additional Comments: Total appropriations made by this ordinance, excluding transfers, are \$5,573,937. The following funding sources will be used to cover the appropriations made by this ordinance.

Funding Source	Total
Existing Budget	\$ 2,449,304
Fund Balance	1,450,000
Grant Revenue	1,323,413
Interest Earnings	100,000
Opioid Funding	98,775
Registration Fees	57,427
Concessions	50,000
Cash in Lieu	25,018
Facility Fees	20,000
Grand Total	\$ 5,573,937

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

City Charter prohibits actual expenditures from exceeding appropriations at the fund level. This ordinance will ensure that this does not occur.

Strategic Focus Area:

High-Performance Government
Housing For All
Infrastructure and Mobility
Quality of Life
Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for October 15, 2024.

Attachments:

1. Ordinance No. 38, 2024
2. 2024 Appropriation 2 - Detail Supporting Schedule

CITY OF GREELEY, COLORADO
ORDINANCE NO. 38, 2024

**AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES
AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL
YEAR OF 2024 AND FOR FUNDS HELD IN RESERVE FOR ENCUMBRANCES AT
DECEMBER 31, 2023**

WHEREAS, the City of Greeley has or will incur expenses for certain activities described below during the 2024 fiscal year; and

WHEREAS, the revenues received in the City of Greeley in 2023, exceeded the amount of revenues estimated in the 2023 Budget by more than the total amount of the expenditures in the same year.

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

Section 1. In accordance with section 5-17 of the Greeley Charter, from actual and anticipated revenues which exceed the revenue estimates in the 2024 budget and amounts held in fund balance reserves from 2023, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2024:

Fund	Expenditures		
	Amount	Transfers	Total
100 GENERAL FUND	\$ 501,108	\$ -	\$ 501,108
109 HOUSING	512,925	-	512,925
115 HOMELESSNESS	1,936,379	-	1,936,379
120 DESIGNATED REVENUE	108,525	25,018	133,543
170 GRANTS	335,000	-	335,000
300 PUBLIC IMPROVEMENT	250,000	22,000	272,000
304 FOOD TAX	630,000	-	630,000
330 DEVELOPMENT	1,100,000	-	1,100,000
413 SEWER CAPITAL REPLACEMENT	100,000	-	100,000
601 CEMETERY ENDOWMENT	100,000	-	100,000
Grand Total	\$ 5,573,937	\$ 47,018	\$ 5,620,955

Section 2. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the officers, agents and employees of the City in connection with this appropriation are hereby ratified, approved and confirmed.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 15th DAY OF OCTOBER 2024.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



City of Greeley
2024 Appropriation
City Council Meetings: Oct 1st & Oct 15th

Fund	Item	Department	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
100 - GENERAL FUND								
	1	CPRD	Facility Fees	This request appropriates additional funding for Island Grove operations. Island Grove hosted three unplanned concerts at the arena in 2024. This request appropriates funds to balance the expenditures associated with these shows.	-	20,000	20,000	-
	2	CPRD	Grant Revenue	This request appropriates funding for the purchase of electric mowing equipment at Island Grove. The equipment purchase will be reimbursed 80% by a Colorado "Mow Down Pollution" grant which aims to improve air quality along the Front Range.	-	30,663	30,663	-
	3	CPRD	Registration Fees	This request appropriates aquatics revenue that exceeded what was budgeted in 2024. These funds will be used to pay for increased pool chemical costs.	-	57,427	57,427	-
	4	CPRD	Concessions	This request appropriates Ice Haus concessions revenue that exceeded what was budgeted in 2024. Recreation would like to direct these funds to cover additional concession costs associated with Grit Hockey events.	-	50,000	50,000	-
	5	CPRD	Grant Revenue	This request appropriates revenue from multiple CPRD grants. These include the GOCO Fellowship grant which goes towards a Conservation Fellow Position, the Weld Community Foundation Shurview Book grant which will fund children's storybooks for Shurview property outreach efforts, and a Phillips 66 Learn to Swim grant to help encourage children to join swim lessons.	-	182,750	182,750	-
	6	CPRD	Operating Transfer: CASH IN LIEU OF LANDSCAPING	This request appropriates funding for reimbursement of Share the Shade Expenses. Funding comes from Cash in Lieu of landscaping fees and reimbursement by contractors for work paid by the city.	-	25,018	25,018	-
	7	PW	Grant Revenue/Operating Transfer	This request appropriates funding for additional security and biohazard clean-up services for Greeley Evans Transit (GET). This funding ensures GET's drivers can focus on driving safely and efficiently while addressing workplace hazards for drivers and customers alike. This request is funded by the Federal Transit Authority and FASTER.	22,000	28,000	50,000	-
	8	NON	Fund Balance	This request appropriates funding for the city's lease on the 11th Avenue Atmos building related to downtown office space relocations. The funding is available from the close out of the City Center fund 322.	95,000	-	95,000	-
100 - GENERAL FUND					117,000	393,858	510,858	-
109 - HOUSING								
	9	HH	Existing Budget	This request appropriates the 2024 budget for the Housing Solutions department into the new Housing Fund. This is an administrative action to transition the Housing budget out of the general fund for improved reporting.	-	512,925	512,925	-
109 - HOUSING					-	512,925	512,925.00	-
115 - HOMELESSNESS								
	10	HH	Existing Budget	This request appropriates the 2024 budget for the Homeless Solutions department into the new Homelessness Fund. This is an administrative action to transition the Homeless Solutions budget out of the general fund for improved reporting.	-	1,936,379	1,936,379	-
115 - HOMELESSNESS					-	1,936,379	1,936,379	-
145 - OPIOID SETTLEMENT								
	11	NON	Opioid Funding	This request appropriates State funding to support the City's overdose reduction initiatives.	-	98,775	98,775	-
145 - OPIOID SETTLEMENT					-	98,775	98,775	-
176 - HOMELESSNESS OTHER GRANTS								
	12	HH	Grant Revenue	This request appropriates funding for tenancy support services including 20 housing vouchers through the Permanent Supportive Housing (PSH) Grant program from the State of Colorado Department of Local Affairs.	-	72,000	72,000	-
	13	HH	Grant Revenue	This request appropriates funding from the State's Emergency Solutions Grant (ESG) to support homeless resolution initiatives.	-	155,000	155,000	-
	14	HH	Grant Revenue	This request appropriates funding for tenancy support services including 30 housing vouchers. Funds are available through the State's Olmstead Advancement Grant program which supports community-based services, supports and housing for individuals with disabilities.	-	108,000	108,000	-
176 - HOMELESSNESS OTHER GRANTS					-	335,000	335,000	-

Fund	Item	Department	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
304 - FOOD TAX								
	15	CPRD	Grant Revenue	This request appropriates grant funds from Colorado Parks and Wildlife's Fishing is Fun program to purchase and install site amenities at Poudre Ponds Recreational Fishery.	-	110,000	110,000	-
	16	CPRD	Grant Revenue	This request appropriates grant funds for planning and design work for the Narrows section of the Poudre River Trail to address erosion issues.	-	70,000	70,000	-
	17	CPRD	Grant Revenue	This request appropriates the Weld County contribution to the Duran section of the Poudre River Trail repair project.	-	200,000	200,000	-
	18	CPRD	Grant Revenue	This request appropriates the RESTORE grant from National Fish and Wildlife Foundation for restoration efforts of Shurview property.	-	250,000	250,000	-
304 - FOOD TAX					-	630,000	630,000	-
322 - CITY CENTER								
	19	PW	Fund Balance	This request appropriates the remaining fund balance in the City Center Fund 322 to facilitate fund close-out. The fund is being closed at the end of 2024 due to the original work associated with fund creation being complete (City Center South, City Hall and City Center North Phase I Renovations).	250,000	-	250,000	-
322 - CITY CENTER					250,000	-	250,000	-
334 - TRANSPORTATION DEVELOPMENT								
	20	PW	Fund Balance	This request is a clean-up transfer related to an item from the first appropriation. Dollars were appropriated into Fund 301 to repay CDOT for the 10th Street Improvements grant that was withdrawn for failure to meet Buy America regulations. CDOT agreed to transfer the grant to a separate Public Works project in Fund 334. The first appropriation of 2024 used 301 fund balance as the CDOT repayment funding source. This corrects that with a transfer from 334.	1,100,000	-	1,100,000	-
334 - TRANSPORTATION DEVELOPMENT					1,100,000	-	1,100,000	-
413 - SEWER CAPITAL REPLACEMENT								
	21	W&S	Fund Balance	This request appropriates \$100k from the 413 fund balance. During a recent inspection, we discovered that the centrate pipe exiting the dewatering building is severely corroded due to hydrogen sulfide exposure. Although a temporary fix has been applied, a permanent solution requires this appropriation.	100,000	-	100,000	-
413 - SEWER CAPITAL REPLACEMENT					100,000	-	100,000	-
601 - CEMETERY ENDOWMENT								
	22	CPRD	Interest Earnings	This request appropriates \$100k in additional interest earnings from the cemetery endowment fund to the cemetery operating fund.	-	100,000	100,000	-
601 - CEMETERY ENDOWMENT					-	100,000	100,000	-
TOTAL (Less Additional Operating Expenditures Between Funds)					\$ 1,567,000	\$ 4,006,937	\$ 5,573,937	\$ -
OPERATING TRANSFERS								
	6	CPRD	Operating Transfer	Share the Shade Operating Transfer of Fund Balance CASH IN LIEU OF LANDSCAPING to GENERAL FUND	-	25,018	25,018	-
	7	PW	Operating Transfer	Mobility Security Operating Transfer of Fund Balance FASTER TO GENERAL FUND	-	22,000	22,000	-
	20	PW	Operating Transfer	10th St Access Improvements Phase 2 Operating Transfer of Fund Balance TRANSPORTATION DEVELOPMENT TO PUBLIC IMPROVEMENT	-	1,100,000	-	1,100,000
	22	CPRD	Operating Transfer	Cemetery Endowment Additional Interest Earnings Operating Transfer of Interest Earnings CEMETERY ENDOWMENT to CEMETERY	-	100,000	-	100,000
					-	1,247,018	47,018	1,200,000
					\$ 1,567,000	\$ 5,253,955	\$ 5,620,955	\$ 1,200,000



Council Agenda Summary

October 1, 2024

Key Staff Contact: Martha Lanaghen, Human Resources Director

Title:

Introduction and first reading of an ordinance adopting the Classification and Salary Plan for 2025

Summary:

This Ordinance, which authorizes the Classification and Salary plan ("Pay Plan") for all employees for Fiscal Year 2025 as required by Title 4, Section 1 of the Greeley Municipal Code, includes administrative changes made during 2024 as permitted by the City Manager. Updates to the Pay Plan are in line with best practices to ensure the City's market competitiveness and compliance with the Federal and State of Colorado's pay equity laws.

Changes from the 2024 Pay Plan to the 2025 Pay Plan are related to non-union positions as salaries for union positions are determined through collective bargaining. A summary of administrative changes from 2024 to 2025 includes:

- Changing the name of the TECHNICIAN family to TRADES AND OPERATIONS to clarify (Technician, abbreviated to TECH, was often confused with technical positions, which was not the nature of the roles in this job family)
- Addition of roles that were added to the City of Greeley workforce in 2024
- Removal of positions that were no longer in use in the City of Greeley workforce
- Updated page titles, footnotes, etc. to reflect the change in year

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:

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 October 15, 2024.

Attachments:

1. Ordinance No. 39, 2024 with Appendix A

CITY OF GREELEY, COLORADO
ORDINANCE NO. 39, 2024

AN ORDINANCE ADOPTING THE CLASSIFICATION AND SALARY PLAN FOR 2025

WHEREAS, Section 3-15 of the Greeley Municipal Charter requires the fixing of compensation to be by ordinance; and

WHEREAS, Section 4-3 of the Greeley Municipal Code requires the Council to adopt a Classification and Salary plan ("Pay Plan") every year; and

WHEREAS, the City's Pay Plan is attached to this Ordinance as Appendix A; and

WHEREAS, the City's Pay Plan update was undertaken to clarify the City's positions, classifications and job grades to ensure we can continue to recruit and retain the best and brightest employees; and

WHEREAS, the retention and recruitment of key leadership and professional positions is critical to ensuring that the organization can support and assist the City Council's strategic visioning and develop implementation plans to deliver services through high performance on behalf of the residents of Greeley in a growing and dynamic environment; and

WHEREAS, the City's Pay Plan update positions the City to ensure compliance with the State of Colorado's pay equity laws; and

WHEREAS, the updated pay plan is based on the compensation philosophy that states "The employees at the City of Greeley are its most valuable asset. Critical to achieving the city's mission and goals, the compensation package must be both competitive and sustainable. Therefore, the City of Greeley is committed to providing a total compensation package equal to market."

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

Section 1. The Classification and Salary Plan attached hereto as Appendix A, titled "2025 City of Greeley Pay Plan," and the compensation philosophy are hereby adopted.

Section 2. The ordinance shall become effective January 1, 2025.

PASSED AND ADOPTED, SIGNED AND APPROVED ON 15TH DAY OF OCTOBER 2024.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



202p Pay Plan

The City of Greeley is market driven in support of being
municipal employer of choice.

FY25 FULL TIME PAY PLAN

JOB	FLSA Status	DEPARTMENT	FAMILY	LEVEL	GRADE	MIN HRLY	SECOND QUARTILE HRLY	MID HRLY	FOURTH QUARTILE HRLY	MAX HRLY	MIN	SECOND QUARTILE	MID	FOURTH QUARTILE	MAX
RECREATION COORDINATOR II	Nonexempt	CPRD	Management (MGMT)	11	MGMT11	\$25.67	\$27.61	\$29.54	\$31.48	\$33.41	\$53,400	\$57,425	\$61,450	\$65,475	\$69,500
FACILITIES SERVICE SUPERVISOR I	Nonexempt	Citywide Position	Management (MGMT)	12	MGMT12	\$28.27	\$30.40	\$32.52	\$34.65	\$36.78	\$58,800	\$63,225	\$67,650	\$72,075	\$76,500
GOLF CREW SUPERVISOR	Nonexempt	CPRD	Management (MGMT)	12	MGMT12	\$28.27	\$30.40	\$32.52	\$34.65	\$36.78	\$58,800	\$63,225	\$67,650	\$72,075	\$76,500
NATURAL AREAS & TRAILS CREW SUPERVISOR	Nonexempt	CPRD	Management (MGMT)	12	MGMT12	\$28.27	\$30.40	\$32.52	\$34.65	\$36.78	\$58,800	\$63,225	\$67,650	\$72,075	\$76,500
POLICE RECORDS SUPERVISOR	Nonexempt	GPD - Support Svcs	Management (MGMT)	12	MGMT12	\$28.27	\$30.40	\$32.52	\$34.65	\$36.78	\$58,800	\$63,225	\$67,650	\$72,075	\$76,500
PROPERTY EVIDENCE SUPERVISOR	Nonexempt	GPD - Support Svcs	Management (MGMT)	12	MGMT12	\$28.27	\$30.40	\$32.52	\$34.65	\$36.78	\$58,800	\$63,225	\$67,650	\$72,075	\$76,500
RISK PROGRAM SUPERVISOR	Exempt	RISK & SAFETY	Management (MGMT)	12	MGMT12	\$28.27	\$30.40	\$32.52	\$34.65	\$36.78	\$58,800	\$63,225	\$67,650	\$72,075	\$76,500
UTILITY LOCATOR SUPERVISOR	Nonexempt	WS - Transmission / Distribution	Management (MGMT)	12	MGMT12	\$28.27	\$30.40	\$32.52	\$34.65	\$36.78	\$58,800	\$63,225	\$67,650	\$72,075	\$76,500
ASSISTANT RECORDS MANAGER	Nonexempt	GPD - Support Svcs	Management (MGMT)	13	MGMT13	\$31.11	\$33.45	\$35.79	\$38.14	\$40.48	\$64,700	\$69,575	\$74,450	\$79,325	\$84,200
CREW SUPERVISOR I	Nonexempt	Citywide Position	Management (MGMT)	13	MGMT13	\$31.11	\$33.45	\$35.79	\$38.14	\$40.48	\$64,700	\$69,575	\$74,450	\$79,325	\$84,200
CROSS CONNECTION SUPERVISOR	Nonexempt	WS	Management (MGMT)	13	MGMT13	\$31.11	\$33.45	\$35.79	\$38.14	\$40.48	\$64,700	\$69,575	\$74,450	\$79,325	\$84,200
FACILITIES SERVICE SUPERVISOR II	Exempt	CPRD	Management (MGMT)	13	MGMT13	\$31.11	\$33.45	\$35.79	\$38.14	\$40.48	\$64,700	\$69,575	\$74,450	\$79,325	\$84,200
HISTORIC SITE SUPERVISOR	Exempt	CPRD	Management (MGMT)	13	MGMT13	\$31.11	\$33.45	\$35.79	\$38.14	\$40.48	\$64,700	\$69,575	\$74,450	\$79,325	\$84,200
OFFICE MANAGER	Exempt	Citywide Position	Management (MGMT)	13	MGMT13	\$31.11	\$33.45	\$35.79	\$38.14	\$40.48	\$64,700	\$69,575	\$74,450	\$79,325	\$84,200
PARKS CREW SUPERVISOR	Nonexempt	CPRD	Management (MGMT)	13	MGMT13	\$31.11	\$33.45	\$35.79	\$38.14	\$40.48	\$64,700	\$69,575	\$74,450	\$79,325	\$84,200
RECREATION SUPERVISOR	Exempt	CPRD	Management (MGMT)	13	MGMT13	\$31.11	\$33.45	\$35.79	\$38.14	\$40.48	\$64,700	\$69,575	\$74,450	\$79,325	\$84,200
SIGNS & MARKINGS SUPERVISOR	Exempt	PW - Transportation	Management (MGMT)	13	MGMT13	\$31.11	\$33.45	\$35.79	\$38.14	\$40.48	\$64,700	\$69,575	\$74,450	\$79,325	\$84,200
UTILITY BILLING SUPERVISOR	Exempt	WS	Management (MGMT)	13	MGMT13	\$31.11	\$33.45	\$35.79	\$38.14	\$40.48	\$64,700	\$69,575	\$74,450	\$79,325	\$84,200
COURT SUPERVISOR	Exempt	Municipal Court	Management (MGMT)	14	MGMT14	\$33.51	\$36.44	\$39.38	\$42.31	\$45.24	\$69,700	\$75,800	\$81,900	\$88,000	\$94,100
CREW SUPERVISOR II	Exempt	Citywide Position	Management (MGMT)	14	MGMT14	\$33.51	\$36.44	\$39.38	\$42.31	\$45.24	\$69,700	\$75,800	\$81,900	\$88,000	\$94,100
DEPUTY CITY CLERK	Exempt	City Clerk's Office	Management (MGMT)	14	MGMT14	\$33.51	\$36.44	\$39.38	\$42.31	\$45.24	\$69,700	\$75,800	\$81,900	\$88,000	\$94,100
FACILITIES MAINTENANCE SUPERVISOR	Exempt	PW - Facilities Mgmt	Management (MGMT)	14	MGMT14	\$33.51	\$36.44	\$39.38	\$42.31	\$45.24	\$69,700	\$75,800	\$81,900	\$88,000	\$94,100
HIGH MOUNTAIN RESERVOIRS CREW SUPERVISOR	Exempt	WS	Management (MGMT)	14	MGMT14	\$33.51	\$36.44	\$39.38	\$42.31	\$45.24	\$69,700	\$75,800	\$81,900	\$88,000	\$94,100
MOBILITY COORDINATOR	Exempt	PW - Admin	Management (MGMT)	14	MGMT14	\$33.51	\$36.44	\$39.38	\$42.31	\$45.24	\$69,700	\$75,800	\$81,900	\$88,000	\$94,100
PARKS MANAGER	Exempt	CPRD	Management (MGMT)	14	MGMT14	\$33.51	\$36.44	\$39.38	\$42.31	\$45.24	\$69,700	\$75,800	\$81,900	\$88,000	\$94,100
AFFORDABLE HOUSING MANAGER	Exempt	Housing & Homeless Solutions	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
ASSET MANAGER	Exempt	Citywide Position	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
ASSISTANT PURCHASING MANAGER	Exempt	Finance	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
BUSINESS MANAGER	Exempt	CPRD	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
CEMETERY MANAGER	Exempt	CPRD	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
CODE COMPLIANCE MANAGER	Exempt	Community Dev	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
CONTENT MARKETING SUPERVISOR	Exempt	C&E	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
DIGITAL COMMUNICATION SUPERVISOR	Exempt	C&E	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
EQUIPMENT MAINTENANCE FOREMAN	Exempt	PW - Equipment Maintenance	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
MUSEUM MANAGER	Exempt	CPRD	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
RAW WATER OPERATIONS SUPERVISOR	Nonexempt	WS - Treatment & Supply	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
RECORDS & EVIDENCE MANAGER	Exempt	GPD - Support Svcs	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
TRAFFIC OPERATIONS SUPERVISOR	Exempt	PW - Transportation	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
UCCS MANAGER	Exempt	CPRD	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
URBAN RENEWAL MANAGER	Exempt	EHH	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
UTILITY BILLING MANAGER	Exempt	WS	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
VICTIM SERVICES COORDINATOR	Nonexempt	GPD - Support Svcs	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
WASTEWATER COLLECTION SUPERVISOR	Exempt	WS - Transmission / Distribution	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
WASTEWATER LABORATORY SUPERVISOR	Exempt	WS - Wastewater Treatment	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
WATER QUALITY & REGULATORY COMPLIANCE MANAGER I	Exempt	WS - Sewer Gen Mgmt	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
MOBILE INTEGRATED HEALTH PROGRAM MANAGER	Exempt	GFD	Management (MGMT)	15	MGMT15	\$36.88	\$40.11	\$43.34	\$46.57	\$49.81	\$76,700	\$83,425	\$90,150	\$96,875	\$103,600
COLLECTIONS MANAGER	Exempt	WS	Management (MGMT)	16	MGMT16	\$40.58	\$44.13	\$47.69	\$51.25	\$54.81	\$84,400	\$91,800	\$99,200	\$106,600	\$114,000
CONSTRUCTION CREW SUPERVISOR-WATER & SEWER	Exempt	WS	Management (MGMT)	16	MGMT16	\$40.58	\$44.13	\$47.69	\$51.25	\$54.81	\$84,400	\$91,800	\$99,200	\$106,600	\$114,000
FACILITIES OPERATIONS MANAGER	Exempt	PW	Management (MGMT)	16	MGMT16	\$40.58	\$44.13	\$47.69	\$51.25	\$54.81	\$84,400	\$91,800	\$99,200	\$106,600	\$114,000
GOLF COURSE SUPERINTENDENT	Exempt	CPRD	Management (MGMT)	16	MGMT16	\$40.58	\$44.13	\$47.69	\$51.25	\$54.81	\$84,400	\$91,800	\$99,200	\$106,600	\$114,000
SENIOR CONSTRUCTION SUPERVISOR	Exempt	Community Dev	Management (MGMT)	16	MGMT16	\$40.58	\$44.13	\$47.69	\$51.25	\$54.81	\$84,400	\$91,800	\$99,200	\$106,600	\$114,000
WASTEWATER MAINTENANCE SUPERVISOR	Exempt	WS - Wastewater Treatment	Management (MGMT)	16	MGMT16	\$40.58	\$44.13	\$47.69	\$51.25	\$54.81	\$84,400	\$91,800	\$99,200	\$106,600	\$114,000
ACCOUNTING MANAGER	Exempt	Finance	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
CLIENT SERVICES MANAGER	Exempt	IT	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
COMMUNICATION & ENGAGEMENT MANAGER	Exempt	C&E	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
EMERGENCY MANAGER	Exempt	Fire Dept	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
FLEET MANAGER	Exempt	PW - Admin	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
FORESTRY MANAGER	Exempt	CPRD	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
GOLF MANAGER	Exempt	CPRD	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
HOUSING PROJECT MANAGER	Exempt	Housing Solutions	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
PAYROLL MANAGER	Exempt	Finance	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
PUBLIC ENGAGEMENT MANAGER	Exempt	C&E	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
PURCHASING MANAGER	Exempt	Finance	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
RECREATION MANAGER	Exempt	CPRD	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
REVENUE & BUSINESS LICENSE MANAGER	Exempt	Finance	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
SOURCE WATER SUPPLY MANAGER	Exempt	WS	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
WASTEWATER TECHNICAL SERVICES MANAGER	Exempt	WS - Wastewater Treatment	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
GRANT AND SPECIAL REVENUE MANAGER	Exempt	Finance	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
PUBLIC SAFETY TECHNICAL SERVICES MANAGER	Exempt	IT	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
T&D MAINTENANCE TEAM MANAGER	Exempt	WS - Transmission / Distribution	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
T&D OPERATIONS TEAM MANAGER	Exempt	WS - Transmission / Distribution	Management (MGMT)	17	MGMT17	\$43.70	\$48.08	\$52.45	\$56.83	\$61.20	\$90,900	\$100,000	\$109,100	\$118,200	\$127,300
ASSISTANT CRIME LAB DIRECTOR	Exempt	GPD - Support Svcs	Management (MGMT)	18	MGMT18	\$48.08	\$52.88	\$57.69	\$62.50	\$67.31	\$100,000	\$110,000	\$120,000	\$130,000	\$140,000
BENEFITS AND WELLNESS MANAGER	Exempt	HR	Management (MGMT)	18	MGMT18	\$48.08	\$52.88	\$57.69	\$62.50	\$67.31	\$100,000	\$110,000	\$120,000	\$130,000	\$140,000
CHIEF BUILDING OFFICIAL	Exempt	Community Dev	Management (MGMT)	18	MGMT18	\$48.08	\$52.88	\$57.69	\$62.50	\$67.31	\$100,000	\$110,000	\$120,000	\$130,000	\$140,000
CHIEF PLANNER	Exempt	Community Dev	Management (MGMT)	18	MGMT18	\$48.08									

FY25 FULL TIME PAY PLAN

JOB	FLSA Status	DEPARTMENT	FAMILY	LEVEL	GRADE	MIN HRLY	SECOND QUARTILE HRLY	MID HRLY	FOURTH QUARTILE HRLY	MAX HRLY	MIN	SECOND QUARTILE	MID	FOURTH QUARTILE	MAX
ASSISTANT CITY ATTORNEY II - SUPERVISOR	Exempt	CAO	Management (MGMT)	21	MGMT21	\$63.99	\$70.38	\$76.78	\$83.17	\$89.57	\$133,100	\$146,400	\$159,700	\$173,000	\$186,300
SUPERVISING SENIOR ATTORNEY	Exempt	CAO	Management (MGMT)	22	MGMT22	\$66.85	\$75.72	\$82.60	\$89.47	\$96.35	\$143,200	\$157,500	\$171,800	\$186,100	\$200,400
SUPERVISING SENIOR ENVIRONMENTAL & WATER ATTORNEY	Exempt	CAO	Management (MGMT)	22	MGMT22	\$66.85	\$75.72	\$82.60	\$89.47	\$96.35	\$143,200	\$157,500	\$171,800	\$186,100	\$200,400
VICTIM ADVOCATE SPECIALIST	Nonexempt	GPD - Support Svcs	Professional (PROF)	10	PROF10	\$18.75	\$20.16	\$21.56	\$22.97	\$24.38	\$39,000	\$41,925	\$44,850	\$47,775	\$50,700
ASSISTANT MUSEUM CURATOR	Nonexempt	CPRD	Professional (PROF)	12	PROF12	\$22.69	\$24.40	\$26.11	\$27.81	\$29.52	\$47,200	\$50,750	\$54,300	\$57,850	\$61,400
ASSISTANT TICKET OFFICE COORDINATOR	Nonexempt	CPRD	Professional (PROF)	12	PROF12	\$22.69	\$24.40	\$26.11	\$27.81	\$29.52	\$47,200	\$50,750	\$54,300	\$57,850	\$61,400
ACCOUNTANT I	Exempt	Finance	Professional (PROF)	13	PROF13	\$24.95	\$26.83	\$28.70	\$30.58	\$32.45	\$51,900	\$55,800	\$59,700	\$63,600	\$67,500
CITY BUDGET ANALYST I	Exempt	Finance	Professional (PROF)	13	PROF13	\$24.95	\$26.83	\$28.70	\$30.58	\$32.45	\$51,900	\$55,800	\$59,700	\$63,600	\$67,500
COMMUNICATIONS SPECIALIST I	Nonexempt	C&E	Professional (PROF)	13	PROF13	\$24.95	\$26.83	\$28.70	\$30.58	\$32.45	\$51,900	\$55,800	\$59,700	\$63,600	\$67,500
COMMUNITY CONSERVATION FELLOW	Exempt	CPRD	Professional (PROF)	13	PROF13	\$24.95	\$26.83	\$28.70	\$30.58	\$32.45	\$51,900	\$55,800	\$59,700	\$63,600	\$67,500
DEPARTMENT BUDGET ANALYST I	Exempt	Citywide Position	Professional (PROF)	13	PROF13	\$24.95	\$26.83	\$28.70	\$30.58	\$32.45	\$51,900	\$55,800	\$59,700	\$63,600	\$67,500
MARKETING COORDINATOR	Nonexempt	C&E	Professional (PROF)	13	PROF13	\$24.95	\$26.83	\$28.70	\$30.58	\$32.45	\$51,900	\$55,800	\$59,700	\$63,600	\$67,500
TRANSIT SPECIALIST	Nonexempt	PW	Professional (PROF)	13	PROF13	\$24.95	\$26.83	\$28.70	\$30.58	\$32.45	\$51,900	\$55,800	\$59,700	\$63,600	\$67,500
WATER ENTERPRISE FINANCIAL ANALYST	Nonexempt	Water & Sewer	Professional (PROF)	13	PROF13	\$24.95	\$26.83	\$28.70	\$30.58	\$32.45	\$51,900	\$55,800	\$59,700	\$63,600	\$67,500
CONTRACT SPECIALIST I	Exempt	Finance	Professional (PROF)	14	PROF14	\$26.88	\$29.23	\$31.59	\$33.94	\$36.30	\$55,900	\$60,800	\$65,700	\$70,600	\$75,500
EVENTS COORDINATOR	Nonexempt	CPRD	Professional (PROF)	14	PROF14	\$26.88	\$29.23	\$31.59	\$33.94	\$36.30	\$55,900	\$60,800	\$65,700	\$70,600	\$75,500
GRAPHIC DESIGNER	Nonexempt	C&E	Professional (PROF)	14	PROF14	\$26.88	\$29.23	\$31.59	\$33.94	\$36.30	\$55,900	\$60,800	\$65,700	\$70,600	\$75,500
MARKETING SPONSORSHIP COORDINATOR	Nonexempt	CPRD	Professional (PROF)	14	PROF14	\$26.88	\$29.23	\$31.59	\$33.94	\$36.30	\$55,900	\$60,800	\$65,700	\$70,600	\$75,500
PAYROLL ADMINISTRATOR	Exempt	Finance	Professional (PROF)	14	PROF14	\$26.88	\$29.23	\$31.59	\$33.94	\$36.30	\$55,900	\$60,800	\$65,700	\$70,600	\$75,500
PLANNER I	Nonexempt	Community Dev	Professional (PROF)	14	PROF14	\$26.88	\$29.23	\$31.59	\$33.94	\$36.30	\$55,900	\$60,800	\$65,700	\$70,600	\$75,500
RESTORATION SPECIALIST	Exempt	CPRD	Professional (PROF)	14	PROF14	\$26.88	\$29.23	\$31.59	\$33.94	\$36.30	\$55,900	\$60,800	\$65,700	\$70,600	\$75,500
SENIOR ASSISTANT CITY CLERK	Exempt	City Clerk's Office	Professional (PROF)	14	PROF14	\$26.88	\$29.23	\$31.59	\$33.94	\$36.30	\$55,900	\$60,800	\$65,700	\$70,600	\$75,500
TRAFFIC ENGINEERING TECHNICIAN II	Nonexempt	PW - Transportation	Professional (PROF)	14	PROF14	\$26.88	\$29.23	\$31.59	\$33.94	\$36.30	\$55,900	\$60,800	\$65,700	\$70,600	\$75,500
WATER EFFICIENCY RESOURCE COORDINATOR	Exempt	Water & Sewer	Professional (PROF)	14	PROF14	\$26.88	\$29.23	\$31.59	\$33.94	\$36.30	\$55,900	\$60,800	\$65,700	\$70,600	\$75,500
ACCOUNTANT II	Exempt	Finance	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
APPLICATION ADMINISTRATOR I	Exempt	IT	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
BUSINESS SYSTEMS ANALYST I	Exempt	IT	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
COMMUNICATIONS SPECIALIST II	Exempt	C&E	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
COMMUNITY EDUCATION & RISK REDUCTION SPECIALIST	Exempt	Fire Dept	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
COMMUNITY OUTREACH & ENGAGEMENT SPECIALIST	Exempt	C&E	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
CONCRETE MAINTENANCE COORDINATOR	Exempt	PW	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
CONTRACT SPECIALIST II	Exempt	Finance	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
DIGITAL MARKETING SPECIALIST	Exempt	C&E	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
ECONOMIC DEVELOPMENT COORDINATOR	Exempt	EHH	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
FINANCIAL SERVICES COORDINATOR	Exempt	CPRD	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
HR HELPDESK ANALYST	Exempt	HR	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
HRIS ANALYST	Exempt	HR	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
IT SYSTEMS TRAINER	Exempt	IT	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
MUSEUM CURATOR	Exempt	CPRD	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
NETWORK ADMINISTRATOR I	Nonexempt	IT	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
PUBLIC ART COORDINATOR	Exempt	CPRD	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
SALES TAX AUDITOR	Exempt	Finance	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
TRANSPORTATION PLANNER	Exempt	PW - Admin	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
UTILITY COORDINATOR	Nonexempt	PW - Engineering	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
WATER QUALITY ANALYST	Nonexempt	WS - Wastewater Treatment	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
WATER RESOURCE ADMINISTRATOR I	Exempt	WS	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
WELLNESS COORDINATOR	Exempt	HR	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
GIS ANALYST I	Exempt	IT	Professional (PROF)	15	PROF15	\$29.57	\$32.16	\$34.76	\$37.36	\$39.95	\$61,500	\$66,900	\$72,300	\$77,700	\$83,100
ACCESSIBILITY DESIGN ANALYST	Exempt	C&E	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
ACCOUNTANT III	Exempt	Finance	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
BUSINESS ANALYST I	Exempt	Citywide Position	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
CASE MANAGER	Exempt	Housing & Homeless Solutions	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
CLINICAL MANAGER	Exempt	Housing & Homeless Solutions	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
COMMUNITY PARAMEDIC	Nonexempt	Fire Dept	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
CRIME ANALYST	Exempt	GPD - Support Svcs	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
ENVIRONMENTAL PLANNER	Exempt	CPRD	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
INDUSTRIAL PRETREATMENT COORDINATOR	Exempt	WS - Wastewater Treatment	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
PARKS PLANNER	Exempt	CPRD	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
PEER SPECIALIST	Exempt	Housing & Homeless Solutions	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
PLANNER II	Exempt	Community Dev	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
PROJECT MANAGER I	Exempt	Citywide Position	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
SENIOR SERVICE DESK TECHNICIAN	Exempt	IT	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
SPECIAL EVENTS COORDINATOR	Exempt	CPRD	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
SYSTEMS ADMINISTRATOR I	Exempt	IT	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
TALENT ACQUISITION PARTNER	Exempt	HR	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
TECHNICAL SERVICES COORDINATOR	Exempt	CPRD	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
UTILITY SYSTEMS ANALYST I	Exempt	WS-Waste General Management	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
HEAD GOLF PROFESSIONAL	Exempt	CPRD	Professional (PROF)	16	PROF16	\$32.50	\$35.36	\$38.22	\$41.06	\$43.89	\$67,600	\$73,550	\$79,500	\$85,400	\$91,300
APPLICATION ADMINISTRATOR II	Exempt	IT	Professional (PROF)	17	PROF17	\$35.05	\$38.56	\$42.07	\$45.58	\$49.09	\$72,900	\$80,200	\$87,500	\$94,800	\$102,100
ASSISTANT EMERGENCY MANAGER	Nonexempt	Fire Dept	Professional (PROF)	17	PROF17	\$35.05	\$38.56	\$42.07	\$45.58	\$49.09	\$72,900	\$80,200	\$87,500	\$94,800	\$102,100
BUSINESS ANALYST II	Exempt	Citywide Position	Professional (PROF)	17	PROF17	\$35.05	\$38.56	\$42.07	\$45.58	\$49.09	\$72,900	\$80,200	\$87,500	\$94,800	\$102,100
BUSINESS SYSTEMS ANALYST II	Exempt	IT	Professional (PROF)	17	PROF17	\$35.05	\$38.56	\$42.07	\$45.58	\$49.09	\$72,900	\$80,200	\$87,500	\$94,800	\$102,100
CITY BUDGET ANALYST II	Exempt	Finance	Professional (PROF)	17	PROF17	\$35.05	\$38.56	\$42.07	\$45.58	\$49.09	\$72,900	\$80,200	\$87,500	\$94,800	\$102,100
CIVIL ENGINEER I	Exempt	Citywide Position	Professional (PROF)	17	PROF17	\$35.05	\$38.56	\$42.07	\$45.58	\$49.09	\$72,900	\$80,200	\$87,500	\$94,800	\$102,100
COMMUNICATIONS SPECIALIST III	Exempt	C&E	Professional (PROF)	17	PROF17	\$35.05	\$38.56	\$42.07	\$45.58	\$49.09	\$72,900	\$80,200	\$87,500	\$94,800	\$102,100

FY25 FULL TIME PAY PLAN

JOB	FLSA Status	DEPARTMENT	FAMILY	LEVEL	GRADE	MIN HRLY	SECOND QUARTILE HRLY	MID HRLY	FOURTH QUARTILE HRLY	MAX HRLY	MIN	SECOND QUARTILE	MID	FOURTH QUARTILE	MAX
ELECTRICAL ENGINEER II	Exempt	WS	Professional (PROF)	19	PROF19	\$42.40	\$46.65	\$50.89	\$55.13	\$59.38	\$88,200	\$97,025	\$105,850	\$114,675	\$123,500
ACCOUNTANT IV	Exempt	Finance	Professional (PROF)	20	PROF20	\$47.50	\$52.26	\$57.02	\$61.78	\$66.54	\$98,800	\$108,700	\$118,600	\$128,500	\$138,400
CIVIL ENGINEER III	Exempt	Citywide Position	Professional (PROF)	20	PROF20	\$47.50	\$52.26	\$57.02	\$61.78	\$66.54	\$98,800	\$108,700	\$118,600	\$128,500	\$138,400
INDUSTRIAL CONTROL NETWORK ADMINISTRATOR	Nonexempt	WS - Transmission / Distribution	Professional (PROF)	20	PROF20	\$47.50	\$52.26	\$57.02	\$61.78	\$66.54	\$98,800	\$108,700	\$118,600	\$128,500	\$138,400
TRAFFIC ENGINEER	Exempt	PW - Transportation	Professional (PROF)	20	PROF20	\$47.50	\$52.26	\$57.02	\$61.78	\$66.54	\$98,800	\$108,700	\$118,600	\$128,500	\$138,400
ELECTRICAL ENGINEER III	Exempt	WS	Professional (PROF)	20	PROF20	\$47.50	\$52.26	\$57.02	\$61.78	\$66.54	\$98,800	\$108,700	\$118,600	\$128,500	\$138,400
CIVIL ENGINEER IV	Exempt	Citywide Position	Professional (PROF)	21	PROF21	\$52.12	\$57.98	\$63.85	\$69.71	\$75.58	\$108,400	\$120,600	\$132,800	\$145,000	\$157,200
FINANCE PROJECT MANAGER	Exempt	Finance	Professional (PROF)	21	PROF21	\$52.12	\$57.98	\$63.85	\$69.71	\$75.58	\$108,400	\$120,600	\$132,800	\$145,000	\$157,200
IT PROJECT MANAGER	Exempt	IT	Professional (PROF)	21	PROF21	\$52.12	\$57.98	\$63.85	\$69.71	\$75.58	\$108,400	\$120,600	\$132,800	\$145,000	\$157,200
PROJECT MANAGER III	Exempt	Citywide Position	Professional (PROF)	21	PROF21	\$52.12	\$57.98	\$63.85	\$69.71	\$75.58	\$108,400	\$120,600	\$132,800	\$145,000	\$157,200
SECURITY ANALYST	Exempt	IT	Professional (PROF)	21	PROF21	\$52.12	\$57.98	\$63.85	\$69.71	\$75.58	\$108,400	\$120,600	\$132,800	\$145,000	\$157,200
WATER RESOURCE ENGINEER IV	Exempt	Water & Sewer	Professional (PROF)	21	PROF21	\$52.12	\$57.98	\$63.85	\$69.71	\$75.58	\$108,400	\$120,600	\$132,800	\$145,000	\$157,200
ASSISTANT CITY ATTORNEY II	Exempt	CAO	Professional (PROF)	22	PROF22	\$56.83	\$62.51	\$68.20	\$73.88	\$79.57	\$118,200	\$130,025	\$141,850	\$153,675	\$165,500
ENVIRONMENTAL & WATER RESOURCES ATTORNEY II	Exempt	CAO	Professional (PROF)	22	PROF22	\$56.83	\$62.51	\$68.20	\$73.88	\$79.57	\$118,200	\$130,025	\$141,850	\$153,675	\$165,500
ASSISTANT CITY ATTORNEY II - SUPERVISING	Exempt	CAO	Professional (PROF)	23	PROF23	\$61.68	\$67.84	\$73.99	\$80.14	\$86.30	\$128,300	\$141,100	\$153,900	\$166,700	\$179,500
SENIOR ATTORNEY	Exempt	CAO	Professional (PROF)	24	PROF24	\$66.54	\$73.17	\$79.81	\$86.44	\$93.08	\$138,400	\$152,200	\$166,000	\$179,800	\$193,600
SENIOR ENVIRONMENTAL & WATER RESOURCES ATTORNEY	Exempt	CAO	Professional (PROF)	24	PROF24	\$66.54	\$73.17	\$79.81	\$86.44	\$93.08	\$138,400	\$152,200	\$166,000	\$179,800	\$193,600
DEPUTY CHIEF ENGINEER	Exempt	Citywide Position	Senior Management (SRMGT)	18	SRMGT18	\$57.55	\$63.31	\$69.06	\$74.82	\$80.58	\$119,700	\$131,675	\$143,650	\$155,625	\$167,600
DEPUTY DIRECTOR OF CULTURE, PARKS, AND RECREATION	Exempt	CPRD	Senior Management (SRMGT)	18	SRMGT18	\$57.55	\$63.31	\$69.06	\$74.82	\$80.58	\$119,700	\$131,675	\$143,650	\$155,625	\$167,600
DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT	Exempt	CMO	Senior Management (SRMGT)	18	SRMGT18	\$57.55	\$63.31	\$69.06	\$74.82	\$80.58	\$119,700	\$131,675	\$143,650	\$155,625	\$167,600
DEPUTY DIRECTOR OF EXTERNAL COMMUNICATIONS	Exempt	C&E	Senior Management (SRMGT)	18	SRMGT18	\$57.55	\$63.31	\$69.06	\$74.82	\$80.58	\$119,700	\$131,675	\$143,650	\$155,625	\$167,600
DEPUTY DIRECTOR OF OPERATIONS & ADMINISTRATION	Exempt	C&E	Senior Management (SRMGT)	18	SRMGT18	\$57.55	\$63.31	\$69.06	\$74.82	\$80.58	\$119,700	\$131,675	\$143,650	\$155,625	\$167,600
INTERGOVERNMENTAL RELATIONS OFFICER	Exempt	CMO	Senior Management (SRMGT)	18	SRMGT18	\$57.55	\$63.31	\$69.06	\$74.82	\$80.58	\$119,700	\$131,675	\$143,650	\$155,625	\$167,600
ASSISTANT CHIEF-OPERATIONS	Exempt	Fire Dept	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
ASSISTANT TO THE CITY MANAGER	Exempt	CMO	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
BUDGET AND POLICY DEPUTY DIRECTOR	Exempt	FINANCE	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
CHIEF ENGINEER - WATER & SEWER	Exempt	WS - Sewer Gen Mgmt	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
CITY CLERK	Exempt	City Clerk's Office	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
DEPUTY CHIEF INFORMATION OFFICER	Exempt	IT	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT	Exempt	CMO	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
DEPUTY DIRECTOR OF ECONOMIC DEVELOPMENT AND URBAN	Exempt	CMO	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
DEPUTY DIRECTOR FINANCE	Exempt	Finance	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
DEPUTY DIRECTOR OF UTILITY FINANCE & CUSTOMER SERVICE	Exempt	WS	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
DEPUTY DIRECTOR PUBLIC WORKS	Exempt	PW - Admin	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
DEPUTY DIRECTOR WATER & WASTEWATER OPERATIONS	Exempt	WS - Sewer Gen Mgmt	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
DEPUTY DIRECTOR WATER RESOURCES	Exempt	WS - Sewer Gen Mgmt	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
PERFORMANCE & DATA ANALYTICS DIRECTOR	Exempt	CMO	Senior Management (SRMGT)	19	SRMGT19	\$63.32	\$69.65	\$75.99	\$82.32	\$88.65	\$131,700	\$144,875	\$158,050	\$171,225	\$184,400
DEPUTY CHIEF - FIRE	Exempt	Fire Dept	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
DEPUTY POLICE CHIEF	Exempt	GPD - Support Svcs	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
DIRECTOR OF COMMUNICATION & ENGAGEMENT	Exempt	CMO	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
DIRECTOR OF CULTURE PARKS & RECREATION	Exempt	CMO	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
DIRECTOR OF EMERGENCY MANAGEMENT	Exempt	CMO	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
DIRECTOR OF HOMELESS SOLUTIONS	Exempt	Housing & Homeless Solutions	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
DIRECTOR OF HOUSING	Exempt	Housing Solutions	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
DIRECTOR OF HUMAN RESOURCES	Exempt	CMO	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
DIRECTOR OF PUBLIC WORKS	Exempt	CMO	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
DIRECTOR OF WATER & SEWER	Exempt	CMO	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
HOUSING DIRECTOR	Exempt	Housing & Homeless Solutions	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
DIRECTOR OF HIGH PERFORMANCE MANAGEMENT	Exempt	CMO	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
DIRECTOR OF RISK & COMPLIANCE	Exempt	HR	Senior Management (SRMGT)	20	SRMGT20	\$70.91	\$78.00	\$85.10	\$92.19	\$99.28	\$147,500	\$162,250	\$177,000	\$191,750	\$206,500
BUDGET AND POLICY DIRECTOR	Exempt	Finance	Senior Management (SRMGT)	21	SRMGT21	\$77.84	\$86.60	\$95.36	\$104.12	\$112.88	\$161,900	\$180,125	\$198,350	\$216,575	\$234,800
DEPUTY CITY ATTORNEY	Exempt	CAO	Senior Management (SRMGT)	21	SRMGT21	\$77.84	\$86.60	\$95.36	\$104.12	\$112.88	\$161,900	\$180,125	\$198,350	\$216,575	\$234,800
DIRECTOR OF COMMUNITY DEVELOPMENT	Exempt	CMO	Senior Management (SRMGT)	21	SRMGT21	\$77.84	\$86.60	\$95.36	\$104.12	\$112.88	\$161,900	\$180,125	\$198,350	\$216,575	\$234,800
DIRECTOR OF ECONOMIC DEVELOPMENT AND URBAN REVITA	Exempt	CMO	Senior Management (SRMGT)	21	SRMGT21	\$77.84	\$86.60	\$95.36	\$104.12	\$112.88	\$161,900	\$180,125	\$198,350	\$216,575	\$234,800
DIRECTOR OF FINANCE	Exempt	CMO	Senior Management (SRMGT)	21	SRMGT21	\$77.84	\$86.60	\$95.36	\$104.12	\$112.88	\$161,900	\$180,125	\$198,350	\$216,575	\$234,800
DIRECTOR OF IT	Exempt	CMO	Senior Management (SRMGT)	21	SRMGT21	\$77.84	\$86.60	\$95.36	\$104.12	\$112.88	\$161,900	\$180,125	\$198,350	\$216,575	\$234,800
FIRE CHIEF	Exempt	CMO	Senior Management (SRMGT)	21	SRMGT21	\$77.84	\$86.60	\$95.36	\$104.12	\$112.88	\$161,900	\$180,125	\$198,350	\$216,575	\$234,800
POLICE CHIEF	Exempt	CMO	Senior Management (SRMGT)	21	SRMGT21	\$77.84	\$86.60	\$95.36	\$104.12	\$112.88	\$161,900	\$180,125	\$198,350	\$216,575	\$234,800
ASSISTANT CITY MANAGER	Exempt	CMO	Senior Management (SRMGT)	22	SRMGT22	\$87.16	\$96.97	\$106.78	\$116.59	\$126.39	\$181,300	\$201,700	\$222,100	\$242,500	\$262,900
CHIEF PROPLE OFFICER	Exempt	CMO	Senior Management (SRMGT)	22	SRMGT22	\$87.16	\$96.97	\$106.78	\$116.59	\$126.39	\$181,300	\$201,700	\$222,100	\$242,500	\$262,900
CHIEF INFORMATION OFFICER	Exempt	CMO	Senior Management (SRMGT)	23	SRMGT23	\$97.64	\$108.63	\$119.62	\$130.60	\$141.59	\$203,100	\$225,950	\$248,800	\$271,650	\$294,500
DEPUTY CITY MANAGER	Exempt	CMO	Senior Management (SRMGT)	23	SRMGT23	\$97.64	\$108.63	\$119.62	\$130.60	\$141.59	\$203,100	\$225,950	\$248,800	\$271,650	\$294,500
SENIOR STRATEGIC ADVISOR	Exempt	CMO	Senior Management (SRMGT)	23	SRMGT23	\$97.64	\$108.63	\$119.62	\$130.60	\$141.59	\$203,100	\$225,950	\$248,800	\$271,650	\$294,500
CLERICAL ASSISTANT	Nonexempt	Citywide Position	Support (SUPT)	11	SUPT11	\$15.00	\$15.94	\$16.88	\$17.81	\$18.75	\$31,200	\$33,150	\$35,100	\$37,050	\$39,000
CUSTOMER SERVICE REPRESENTATIVE	Nonexempt	CPRD	Support (SUPT)	12	SUPT12	\$16.54	\$17.57	\$18.61	\$19.64	\$20.67	\$34,400	\$36,550	\$38,700	\$40,850	\$43,000
DATA PROCESSING CLERK	Nonexempt	GPD - Support Svcs	Support (SUPT)	12	SUPT12	\$16.54	\$17.57	\$18.61	\$19.64	\$20.67	\$34,400	\$36,550	\$38,700	\$40,850	\$43,000
ACCOUNTING CLERK I	Nonexempt	Finance	Support (SUPT)	13	SUPT13	\$18.17	\$19.31	\$20.46	\$21.60	\$22.74	\$37,800	\$40,175	\$42,550	\$44,925	\$47,300
ADMINISTRATIVE ASSISTANT I	Nonexempt	Citywide Position	Support (SUPT)	13	SUPT13	\$18.17	\$19.31	\$20.46	\$21.60	\$22.74	\$37,800	\$40,175	\$42,550	\$44,925	\$47,300
ACCOUNTING CLERK II	Nonexempt	Finance	Support (SUPT)	14	SUPT14	\$19.57	\$21.05	\$22.52	\$24.00	\$25.48	\$40,700	\$43,775	\$46,850	\$49,925	\$53,000
ADMINISTRATIVE ASSISTANT II	Nonexempt	Citywide Position	Support (SUPT)	14	SUPT14	\$19.57	\$21.05	\$22.52	\$24.00	\$25.48	\$40,700	\$43,775	\$46,850	\$49,925	\$53,000
COURT CLERK I	Nonexempt	Municipal Court	Support (SUPT)	14	SUPT14	\$19.57	\$21.05	\$22.52	\$24.00	\$25.48	\$40,700	\$43,775	\$46,850	\$49,925	\$53,000
SALES TAX TECHNICIAN I	Nonexempt	Finance	Support (SUPT)	14	SUPT14	\$19.57	\$21.05	\$22.52							

FY25 FULL TIME PAY PLAN

JOB	FLSA Status	DEPARTMENT	FAMILY	LEVEL	GRADE	MIN HRLY	SECOND QUARTILE HRLY	MID HRLY	FOURTH QUARTILE HRLY	MAX HRLY	MIN	SECOND QUARTILE	MID	FOURTH QUARTILE	MAX
MAINTENANCE MECHANIC I	Nonexempt	Citywide Position	Trades and Operations (TOPS)	15	TOPS15	\$21.54	\$23.16	\$24.78	\$26.41	\$28.03	\$44,800	\$48,175	\$51,550	\$54,925	\$58,300
METER SERVICES TECHNICIAN	Nonexempt	WS - Transmission / Distribution	Trades and Operations (TOPS)	15	TOPS15	\$21.54	\$23.16	\$24.78	\$26.41	\$28.03	\$44,800	\$48,175	\$51,550	\$54,925	\$58,300
PLANT OPERATOR D	Nonexempt	Citywide Position	Trades and Operations (TOPS)	15	TOPS15	\$21.54	\$23.16	\$24.78	\$26.41	\$28.03	\$44,800	\$48,175	\$51,550	\$54,925	\$58,300
RAW WATER OPERATIONS TECHNICIAN	Nonexempt	WS - Treatment & Supply	Trades and Operations (TOPS)	15	TOPS15	\$21.54	\$23.16	\$24.78	\$26.41	\$28.03	\$44,800	\$48,175	\$51,550	\$54,925	\$58,300
SENIOR PUBLIC ART TECHNICIAN	Nonexempt	CPRD	Trades and Operations (TOPS)	15	TOPS15	\$21.54	\$23.16	\$24.78	\$26.41	\$28.03	\$44,800	\$48,175	\$51,550	\$54,925	\$58,300
SENIOR STAGE MANAGER	Nonexempt	CPRD	Trades and Operations (TOPS)	15	TOPS15	\$21.54	\$23.16	\$24.78	\$26.41	\$28.03	\$44,800	\$48,175	\$51,550	\$54,925	\$58,300
SIGNS & MARKINGS TECHNICIAN	Nonexempt	PW - Transportation	Trades and Operations (TOPS)	15	TOPS15	\$21.54	\$23.16	\$24.78	\$26.41	\$28.03	\$44,800	\$48,175	\$51,550	\$54,925	\$58,300
WATER QUALITY TECHNICIAN	Nonexempt	WS - Transmission / Distribution	Trades and Operations (TOPS)	15	TOPS15	\$21.54	\$23.16	\$24.78	\$26.41	\$28.03	\$44,800	\$48,175	\$51,550	\$54,925	\$58,300
WATER SYSTEMS TECHNICIAN I	Nonexempt	Citywide Position	Trades and Operations (TOPS)	15	TOPS15	\$21.54	\$23.16	\$24.78	\$26.41	\$28.03	\$44,800	\$48,175	\$51,550	\$54,925	\$58,300
ASSISTANT GOLF PROFESSIONAL II	Nonexempt	CPRD	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
POOL TECHNICIAN	Nonexempt	CPRD	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
BUS OPERATOR II	Nonexempt	PW - Transit Services	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
CEMETERY TECHNICIAN	Nonexempt	CPRD	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
CREW LEADER II	Nonexempt	Citywide Position	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
ELECTRONIC TECHNICIAN	Nonexempt	PW - Transit Services	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
EQUIPMENT OPERATOR I	Nonexempt	Citywide Position	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
FACILITIES MANAGEMENT TECHNICIAN II	Nonexempt	Citywide Position	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
FORESTRY TECHNICIAN II	Nonexempt	CPRD	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
IRRIGATION TECHNICIAN	Nonexempt	CPRD	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
IRRIGATION TECHNICIAN I	Nonexempt	PW	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
LEAD METER SERVICES TECHNICIAN	Nonexempt	WS - Transmission / Distribution	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
LIFT STATION TECHNICIAN	Nonexempt	WS	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
MAINTENANCE MECHANIC II	Nonexempt	Citywide Position	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
NATURAL AREAS & TRAILS TECHNICIAN II	Nonexempt	CPRD	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
PARKS MAINTENANCE TECHNICIAN II	Nonexempt	CPRD	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
PC TECHNICIAN	Nonexempt	IT	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
PLANT OPERATOR C	Nonexempt	Citywide Position	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
REAL ESTATE TECHNICIAN	Nonexempt	CMO	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
TRAFFIC ENGINEERING TECHNICIAN I	Nonexempt	PW - Transportation	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
UTILITY LOCATOR	Nonexempt	Citywide Position	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
WATER SUPPLY TECHNICIAN	Nonexempt	WS - Treatment & Supply	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
WATER SYSTEMS TECHNICIAN II	Nonexempt	Citywide Position	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
LEAD UTILITY LOCATOR	Nonexempt	Citywide Position	Trades and Operations (TOPS)	16	TOPS16	\$23.70	\$25.48	\$27.26	\$29.04	\$30.82	\$49,300	\$53,000	\$56,700	\$60,400	\$64,100
ANIMAL CONTROL OFFICER	Nonexempt	GPD - Patrol	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
ASSET TECHNICIAN	Nonexempt	WS	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
ASSISTANT TECHNICAL SERVICES COORDINATOR	Nonexempt	CPRD	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
BODY WORN CAMERA TECHNICIAN	Nonexempt	GPD	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
BUILDING INSPECTOR I	Nonexempt	Community Dev	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
CIVILIAN COMMUNITY RISK REDUCTION EDUCATOR/INSPECTOR	Nonexempt	Fire Dept	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
COMMUNITY SERVICE OFFICER	Nonexempt	GPD	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
CROSS-CONNECTION TECHNICIAN	Nonexempt	WS - Sewer Gen Mgmt	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
ENGINEERING TECHNICIAN II	Nonexempt	WS	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
ENVIRONMENTAL TECHNICIAN I	Nonexempt	WS	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
EQUIPMENT OPERATOR II	Nonexempt	Citywide Position	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
LEAD & COPPER SPECIALIST	Nonexempt	WS	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
LIQUOR LICENSING ENFORCEMENT TECHNICIAN	Nonexempt	PD	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
MECHANIC	Nonexempt	Citywide Position	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
PC SPECIALIST	Nonexempt	IT	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
PLANNING TECHNICIAN	Nonexempt	Community Dev	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
PLANT OPERATOR B	Nonexempt	Citywide Position	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
POUCE CADET	Nonexempt	GPD	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
POUCE SERVICES TECHNICIAN	Nonexempt	GPD	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
PROBATION OFFICER	Exempt	Municipal Court	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
COMMUNITY SERVICE OFFICER	Nonexempt	GPD	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
TRAFFIC SIGNAL TECHNICIAN I	Nonexempt	PW - Transportation	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
TRANSPORTATION DISPATCHER	Nonexempt	PW - Transit Services	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
WATER CONSERVATION SPECIALIST I	Nonexempt	WS - Treatment & Supply	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
WATER SYSTEMS TECHNICIAN III	Nonexempt	WS	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
IRRIGATION TECHNICIAN II	Nonexempt	PW	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
ASSISTANT GOLF PROFESSIONAL I	Nonexempt	CPRD	Trades and Operations (TOPS)	17	TOPS17	\$25.53	\$27.76	\$30.00	\$32.24	\$34.47	\$53,100	\$57,750	\$62,400	\$67,050	\$71,700
ASSET ANALYST I	Nonexempt	Citywide Position	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
CODE COMPLIANCE INSPECTOR I	Nonexempt	Citywide Position	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
CONSTRUCTION INSPECTOR I	Nonexempt	Community Dev	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
ENGINEERING TECHNICIAN II	Nonexempt	Citywide Position	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
ENVIRONMENTAL TECHNICIAN II	Nonexempt	Citywide Position	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
FACILITIES MANAGEMENT TECHNICIAN III	Nonexempt	PW - Facilities Mgmt	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
FACILITIES SERVICE CREW LEADER	Nonexempt	CPRD	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
FRAUD INVESTIGATION SPECIALIST	Nonexempt	GPD - Support Svcs	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
HOUSING SPECIALIST / LEASING & LANDLORD LIAISON	Exempt	Housing & Homeless Solutions	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
INDUSTRIAL PRETREATMENT SPECIALIST	Nonexempt	WS - Wastewater Treatment	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
MAINTENANCE MECHANIC III	Nonexempt	Citywide Position	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
PROJECT COORDINATOR - WATER & SEWER	Nonexempt	WS	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000
TELEVISION & VIDEO PRODUCTION SPECIALIST	Exempt	C&E	Trades and Operations (TOPS)	18	TOPS18	\$28.13	\$30.59	\$33.05	\$35.52	\$37.98	\$58,500	\$63,625	\$68,750	\$73,875	\$79,000</

FY25 PART TIME PAY PLAN

JOB	FLSA Status	FAMILY	LEVEL	GRADE	MIN HRLY	SECOND QUARTILE HRLY	MID HRLY	FOURTH QUARTILE HRLY	MAX HRLY
FACILITIES ATTENDANT	Nonexempt	Part Time (PT)	10	PT010	\$14.42	\$15.32	\$16.23	\$17.13	\$18.03
FARMERS MARKET ASSISTANT	Nonexempt	Part Time (PT)	10	PT010	\$14.42	\$15.32	\$16.23	\$17.13	\$18.03
GOLF CART ATTENDANT	Nonexempt	Part Time (PT)	10	PT010	\$14.42	\$15.32	\$16.23	\$17.13	\$18.03
GROUNDSCOOPER - GOLF	Nonexempt	Part Time (PT)	10	PT010	\$14.42	\$15.32	\$16.23	\$17.13	\$18.03
GROUNDSCOOPER - SEASONAL	Nonexempt	Part Time (PT)	10	PT010	\$14.42	\$15.32	\$16.23	\$17.13	\$18.03
MAINTENANCE TECHNICIAN - PART TIME	Nonexempt	Part Time (PT)	10	PT010	\$14.42	\$15.32	\$16.23	\$17.13	\$18.03
S.T.E.P.	Nonexempt	Part Time (PT)	10	PT010	\$14.42	\$15.32	\$16.23	\$17.13	\$18.03
SCHOOL CROSSING GUARD	Nonexempt	Part Time (PT)	10	PT010	\$14.42	\$15.32	\$16.23	\$17.13	\$18.03
THEATER TECHNICIAN I	Nonexempt	Part Time (PT)	10	PT010	\$14.42	\$15.32	\$16.23	\$17.13	\$18.03
TICKET CLERK	Nonexempt	Part Time (PT)	10	PT010	\$14.42	\$15.32	\$16.23	\$17.13	\$18.03
LIFEGUARD	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
YOUTH SERVICE SPECIALIST	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
CHILD CARE ATTENDANT	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
CLERICAL ASSISTANT II	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
FACILITIES TECHNICIAN - PART TIME	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
GROUNDSCOOPER - PART TIME	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
GROUNDSCOOPER - SEASONAL	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
GUEST SERVICES REPRESENTATIVE	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
HOUSE MANAGER	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
MUSEUM AIDE I	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
SHOP ASSISTANT	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
THEATER TECHNICIAN II	Nonexempt	Part Time (PT)	20	PT020	\$15.14	\$16.09	\$17.04	\$17.99	\$18.93
ADULT SPORTS SUPERVISOR	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
ASSISTANT POOL MANAGER	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
CLIMBING WALL SUPERVISOR	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
YOUTH SPORTS OFFICIAL I	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
ASSISTANT STAGE MANAGER	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
BARTENDER	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
BUILDING LEAD	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
CLERICAL ASSISTANT I	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
ENGINEERING TECHNICIAN - PART TIME	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
FEDERAL PERMIT COORDINATOR ENGINEER	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
FIELD TECHNICIAN - SEASONAL	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
GALLERY TECHNICIAN	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
INTERN I	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
INTERN I - GENERIC	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
LABORER - PUBLIC WORKS	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
LABORER II - PUBLIC WORKS	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
MARKETING ASSISTANT	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
MUSEUM AIDE II	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
PLANT OPERATOR - PART TIME	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
PLANT OPERATOR - SEASONAL	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
PROFESSIONAL DEVELOPMENT	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
RESEARCH ASSISTANT	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
SAFETY & RISK COORDINATOR	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
SENIOR GALLERY TECHNICIAN	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
VOLUNTEER COORDINATOR - PART TIME	Nonexempt	Part Time (PT)	30	PT030	\$15.90	\$16.90	\$17.89	\$18.88	\$19.87
CLASS INSTRUCTOR I	Nonexempt	Part Time (PT)	40	PT040	\$16.69	\$17.74	\$18.78	\$19.83	\$20.87
POOL MANAGER	Nonexempt	Part Time (PT)	40	PT040	\$16.69	\$17.74	\$18.78	\$19.83	\$20.87
SWIM INSTRUCTOR	Nonexempt	Part Time (PT)	40	PT040	\$16.69	\$17.74	\$18.78	\$19.83	\$20.87
PROGRAM LEAD I	Nonexempt	Part Time (PT)	40	PT040	\$16.69	\$17.74	\$18.78	\$19.83	\$20.87
RECREATION PROGRAM LEAD	Nonexempt	Part Time (PT)	40	PT040	\$16.69	\$17.74	\$18.78	\$19.83	\$20.87
SENIOR MUSEUM AIDE	Nonexempt	Part Time (PT)	40	PT040	\$16.69	\$17.74	\$18.78	\$19.83	\$20.87
SENIOR THEATER TECHNICIAN	Nonexempt	Part Time (PT)	40	PT040	\$16.69	\$17.74	\$18.78	\$19.83	\$20.87
SENIOR TICKET CLERK	Nonexempt	Part Time (PT)	40	PT040	\$16.69	\$17.74	\$18.78	\$19.83	\$20.87
TRAVEL TRAINER	Nonexempt	Part Time (PT)	40	PT040	\$16.69	\$17.74	\$18.78	\$19.83	\$20.87
YOUTH SPORTS SUPERVISOR	Nonexempt	Part Time (PT)	50	PT050	\$17.53	\$18.63	\$19.72	\$20.82	\$21.91
ATTORNEY - PART TIME	Nonexempt	Part Time (PT)	50	PT050	\$17.53	\$18.63	\$19.72	\$20.82	\$21.91
CDL TRAINER - PART TIME	Nonexempt	Part Time (PT)	50	PT050	\$17.53	\$18.63	\$19.72	\$20.82	\$21.91
ICE HAUS COACH	Nonexempt	Part Time (PT)	50	PT050	\$17.53	\$18.63	\$19.72	\$20.82	\$21.91
INTERIM UTILITY COORDINATOR	Nonexempt	Part Time (PT)	50	PT050	\$17.53	\$18.63	\$19.72	\$20.82	\$21.91
LABORER III - PUBLIC WORKS	Nonexempt	Part Time (PT)	50	PT050	\$17.53	\$18.63	\$19.72	\$20.82	\$21.91
PARKING AMBASSADOR TRAINER - SEASONAL	Nonexempt	Part Time (PT)	50	PT050	\$17.53	\$18.63	\$19.72	\$20.82	\$21.91
YOUTH INSTRUCTOR	Nonexempt	Part Time (PT)	50	PT050	\$17.53	\$18.63	\$19.72	\$20.82	\$21.91
YOUTH SPORTS OFFICIAL II	Nonexempt	Part Time (PT)	50	PT050	\$17.53	\$18.63	\$19.72	\$20.82	\$21.91
INTERN II	Nonexempt	Part Time (PT)	60	PT060	\$18.40	\$19.55	\$20.70	\$21.85	\$23.00
LABORER - WATER & SEWER	Nonexempt	Part Time (PT)	60	PT060	\$18.40	\$19.55	\$20.70	\$21.85	\$23.00
ADULT SPORTS OFFICIAL	Nonexempt	Part Time (PT)	70	PT070	\$19.32	\$20.53	\$21.74	\$22.95	\$24.16
YOUTH SPORTS OFFICIAL III	Nonexempt	Part Time (PT)	70	PT070	\$19.32	\$20.53	\$21.74	\$22.95	\$24.16
CROSSING GUARD COORDINATOR	Nonexempt	Part Time (PT)	70	PT070	\$19.32	\$20.53	\$21.74	\$22.95	\$24.16
CLASS INSTRUCTOR II	Nonexempt	Part Time (PT)	80	PT080	\$19.32	\$20.53	\$21.74	\$22.95	\$24.16
INTERIM HUMAN RESOURCES PROCESS PROJECT MANAGER	Nonexempt	Part Time (PT)	80	PT080	\$19.32	\$20.53	\$21.74	\$22.95	\$24.16
PROGRAM LEAD II	Nonexempt	Part Time (PT)	80	PT080	\$19.32	\$20.53	\$21.74	\$22.95	\$24.16
FITNESS INSTRUCTOR	Nonexempt	Part Time (PT)	100	PT100	\$22.37	\$23.77	\$25.17	\$26.57	\$27.96
PERSONAL TRAINER	Nonexempt	Part Time (PT)	100	PT100	\$22.37	\$23.77	\$25.17	\$26.57	\$27.96
ICE HAUS OFFICIAL	Nonexempt	Part Time (PT)	120	PT120	\$24.66	\$26.21	\$27.75	\$29.29	\$30.83
ADULT SPORTS SCOREKEEPER	Nonexempt	Part Time (PT)	GN0	PTGN0	\$12.56	\$14.10	\$15.63	\$17.17	\$18.70
CLIMBING WALL INSTRUCTOR	Nonexempt	Part Time (PT)	GN0	PTGN0	\$12.56	\$14.10	\$15.63	\$17.17	\$18.70
OUTDOOR RECREATION SUPERVISOR	Nonexempt	Part Time (PT)	GN0	PTGN0	\$12.56	\$14.10	\$15.63	\$17.17	\$18.70
POOL TECHNICIAN	Nonexempt	Part Time (PT)	GN0	PTGN0	\$12.56	\$14.10	\$15.63	\$17.17	\$18.70
SPLASH PARK ATTENDANT	Nonexempt	Part Time (PT)	GN0	PTGN0	\$12.56	\$14.10	\$15.63	\$17.17	\$18.70
TRAVEL SUPERVISOR	Nonexempt	Part Time (PT)	GN0	PTGN0	\$12.56	\$14.10	\$15.63	\$17.17	\$18.70
YOUTH SPORTS SCOREKEEPER	Nonexempt	Part Time (PT)	GN0	PTGN0	\$12.56	\$14.10	\$15.63	\$17.17	\$18.70
ENGINEERING TECHNICIAN - SEASONAL	Nonexempt	Part Time (PT)	INO	PTINO	\$12.56	\$20.01	\$27.45	\$34.90	\$42.34
SKATE GUARD	Nonexempt	Part Time (PT)	INO	PTINO	\$12.56	\$20.01	\$27.45	\$34.90	\$42.34
INTERN III	Nonexempt	Part Time (PT)	INT	PTINT	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00
ADMINISTRATIVE HEARING OFFICER	Nonexempt	Part Time (PT)	JUD	PTJUD	\$65.00	\$69.07	\$73.13	\$77.19	\$81.25
ASSISTANT JUDGE	Nonexempt	Part Time (PT)	JUD	PTJUD	\$65.00	\$69.07	\$73.13	\$77.19	\$81.25
SEASONAL WORKER	Nonexempt	Part Time (PT)	OF0	PTOF0	\$12.56	\$18.18	\$23.80	\$29.54	\$35.28
SPECIAL PROJECTS EXECUTIVE LEAD - TEMP	Nonexempt	Part Time (PT)	SPC	PTSPC	\$70.00	\$77.00	\$84.00	\$91.00	\$98.00



Council Agenda Summary

October 1, 2024

Key Staff Contact: Caleb Weitz, Budget and Policy Director , Levi Dyer, Purchasing Manager

Title:

Introduction and first reading of an ordinance amending Title 2, Chapter 4 and Title 6, Chapter 6, Article III of the Municipal Code of the City of Greeley (signature authority, procurement thresholds, non-competitive procurements and change orders)

Summary:

On August 13, 2024, during a Council Work Session, the City Council was presented with the ordinance changes to Title 2, Chapter 4, Section 2-184 – Approvals and signatures, and Title 6, Chapter 6 – Purchasing.

- Council is in favor of increasing the Formal Procurement Threshold from \$50,000 and greater, to \$100,000 and greater.
- Council is in favor with the changes to the Approvals and signatures as presented.
- Council is in favor of expanding Non-Competitive Procurements as presented.
- Council was not in favor of accepting the presented changes regarding Change Orders. The proposed change would have allowed department directors to approve any and all change orders, regardless the dollar amount, if the departments overall budget has sufficient funds to cover the change order amount. The Council expressed interest in still reviewing some contracts.

Revised Change Order Recommendation: The revised recommendation is department directors may approve any and all construction project change orders within the project's approved budget. If a change order would exceed the project's budget, then additional approval is required. City council must also approve a change order if the cumulative change orders (including the proposed change order) would add 25 percent or more to the original contract amount and the total contract amount (including both the original contract and cumulative change orders) equals \$100,000.00 or greater. If either the cumulative change orders would add less than 25 percent to the original contract amount or the total contract amount equals less than \$100,000.00, then the city manager may approve the change order. Nothing in this section shall prevent the city from obtaining a higher level of approval for change orders when otherwise required by law or contract.

- As a result of the revised Change Order recommendation, four definitions are required to be revised, and two new definitions are being added to Section 6-422.
- The definition *Change order* is being modified as follows: *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.~~ document signed by a contractor and the city that authorizes a contract modification to any construction contract, including contracts for alternative project delivery. The term "change order" does not include a contract modification to any goods, services,

professional services or non-procurement related contract..Notwithstanding the foregoing, if a change order of any amount would exceed a fund's budget, then city council must authorize an additional appropriation for the subject fund before the change order may be approved as provide in this section 6-486.

- The definition *Contract modification (bilateral change)* is being modified as follows: *Contract modification (bilateral change)* means any written alteration in scope of work, 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.
- The definition *Procurement* is being modified as follows: *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. The term "procurement" does not include the buying, purchasing, renting, leasing or otherwise acquiring an interest in any water, mineral, real property rights or any improvements obtained or used in connection with such rights.
- The definition *Purchasing official* is being modified as follows: *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.
- A new definition *Contract amendment* is being added to the list of definitions as follows: *Contract amendment* means a document signed by a contractor and the city that authorizes a contract modification to any goods, services, professional services. The term "contract amendment" does not include a contract modification to any non-procurement related contract
- A new definition *Procurement to meet existing needs* is being added to the list of definitions as follow: *Procurement to meet existing needs* means the procurement of matching or compatible supplies or specialized services because other similar supplies or services would not be reasonably beneficial to meet the City's needs in connection with any existing equipment or facilities.

The attached ordinance includes the proposed changes to Title 2, Chapter 4, Section 2 – 184 - Approvals and signatures and Title 6, Chapter 6 – Purchasing. Council may recommend changes to the ordinance before the public hearing and second reading for October 15, 2024.

Fiscal Impact:

1. Does this item create a fiscal impact on the City of Greeley? N/A

Legal Issues:

Consideration of this matter is a legislative process.

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for October 15, 2024.

Attachments:

1. Ordinance No. 40, 2024 with Appendix A

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 40, 2024**

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 4 AND TITLE 6, CHAPTER 6,
ARTICLE III OF THE MUNICIPAL CODE OF THE CITY OF GREELEY
(SIGNATURE AUTHORITY, PROCUREMENT THRESHOLDS, NON-COMPETITIVE
PROCUREMENTS AND CHANGE ORDERS)**

WHEREAS, Chapter 4 of Title 2, governs the execution of contracts by the City and sets forth the approvals and signatures required at specified contractual limits; and

WHEREAS, Chapter 6, Article III, of Title 6 governs the purchasing procedures by the City and provides uniform, fair, and impartial procedures for the purchase of materials, equipment, and services with the quality needed to effectively meet the needs of City operations at the lowest possible costs and greatest advantage to the City; and

WHEREAS, the City has determined that changes need to be made to both Chapters, including but not limited to, the dollar amount limits for signature authority, procurement thresholds, non-competitive procurements and change orders; and

WHEREAS, the Finance Department staff review of both Chapters determined that additional changes need to be made to meet the evolving demands of the City and the pressure of the economy; and

WHEREAS, both the population of the City of Greeley and the cost of living have grown exponentially requiring adjustment to the dollar amount limits; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley to amend Chapter 4 of Title 2 and Chapter 6, Article III of Title 6.

**NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL FOR THE
CITY OF GREELEY, COLORADO, AS FOLLOWS:**

Section 1. That Section 2-184 contained in Chapter 4 of Title 2 of the Greeley Municipal Code shall be amended as shown on Appendix A.

Section 2. That Section 6-422 contained in Article III, Chapter 6 of Title 6 of the Greeley Municipal Code shall be amended as shown on Appendix A.

Section 3. That Section 6-477 contained in Article III, Chapter 6 of Title 6 of the Greeley Municipal Code shall be amended as shown on Appendix A.

Section 4. That Section 6-481 contained in Article III, Chapter 6 of Title 6 of the Greeley Municipal Code shall be amended as shown on Appendix A.

Section 5. That Section 6-483 contained in Article III, Chapter 6 of Title 6 of the Greeley Municipal Code shall be amended as shown on Appendix A.

Section 6. That Section 6-486 contained in Article III, Chapter 6 of Title 6 of the Greeley Municipal Code shall be amended as shown on Appendix A.

Section 7. Except as explicitly modified in Appendix A, all other provisions of Title 2 and Title 6 of the Greeley Municipal Code shall remain in full force and effect.

Section 8. 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 15th DAY OF OCTOBER 2024.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Appendix A
CITY OF GREELEY, COLORADO
ORDINANCE NO. 40, 2024

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 4 AND TITLE 6, CHAPTER 6,
ARTICLE III OF THE MUNICIPAL CODE OF THE CITY OF GREELEY
(SIGNATURE AUTHORITY, PROCUREMENT THRESHOLDS, NON-COMPETITIVE
PROCUREMENTS AND CHANGE ORDERS)**

Section 1. That Section 2-184 contained in Chapter 4 of Title 2 of the Greeley Municipal Code be amended to read as follows:

Sec. 2-184. Approvals and signatures.

- (a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - (1) Financial obligation means the duty of the city to provide money or something of value to another party, ~~or including the duty to exchange~~ provide something of value with another party by trade or exchange. For purposes of subsection (c) below, the city's financial obligation shall be determined based on the total dollar amount the city has committed to provide, including amounts that may be committed during any renewal periods, or on the total estimated dollar amount for the thing of value provided by the City.
 - (2) Standard contract form means a written contract or agreement that has been previously approved by the city attorney's office as a standard contract form and one that is subsequently used without substantive modification of any contract provision contained in such form. A non-standard contract is a contract that includes a substantive change to an approved standard contract.
- (b) Conveyance of city-owned water, mineral and real property interests. All conveyances of city interests in water, mineral and real property rights, including leases of water, mineral, real property rights and improvements (but excluding annual leases of water rights not needed by the city for immediate use), shall be signed by the mayor and attested by the city clerk.
- (c) Contracts and agreements for financial obligations. All contracts and agreements for financial obligations to which the city is a party shall require signatures as follows:
 - (1) For amounts up to and including \$10,000.00, the signature of the employee designated by the department head of the department entering into the contract.
 - ~~(2) For a standard contract form in amounts above \$10,000.00, up to and including \$50,000.00, the signature of the division manager or designee of the department entering into the contract.~~

- (32) For a standard contract form in the amounts above \$~~5~~10,000.00, up to and including \$100,000.00, the signature of the department head or designee of the department entering into the contract.
- (43) For a nonstandard contract form in amounts above \$10,000.00, up to and including \$100,000.00, the signature of the department head or designee of the department entering into the contract, and approval as to legal form by the city attorney.
- (~~54~~) For standard and nonstandard contract forms in amounts above \$100,000.00, approval as to substance by the city manager or designee, approval as to legal form by the city attorney ~~or designee~~ and review for availability of funds by the director of finance or designee.

Section 2. That Section 6-422 contained in Chapter 6 of Title 6 of the Greeley Municipal Code be amended to read as follows:

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.~~ document signed by a contractor and the city that authorizes a contract modification to any construction contract, including contracts for alternative project delivery. The term "change order" does not include a

contract modification to any goods, services, professional services or non-procurement related contract.

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.

Contract amendment means a document signed by a contractor and the city that authorizes a contract modification to any goods, services, professional services. The term "contract amendment" does not include a contract modification to any non-procurement related contract.

Contract extension means the extension of an existing contract where the contractor offers to extend the contract under the same terms and conditions and at the same or lower price and such extension is in the best interest of the city.

Contract modification (bilateral change) means any written alteration in scope of work, 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.

Failed competitive solicitation means a competitive solicitation that has failed to provide sufficient responsive, responsible bidders or offerors.

Fine art means a form of visual or auditory art, including painting, sculpture, music, and dance, which has been produced primarily or solely for its imaginative, aesthetic, or intellectual content.

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. The term "procurement" does not include the buying, purchasing, renting, leasing or otherwise acquiring an interest in any water, mineral, real property rights or any improvements obtained or used in connection with such rights.

Procurement to meet existing needs means the procurement of matching or compatible supplies or specialized services because other similar supplies or services would not be reasonably beneficial to meet the City's needs in connection with any existing equipment or facilities.

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~~ city manager or designee 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.

Section 3. That Section 6-477 contained in Chapter 6 of Title 6 of the Greeley Municipal Code be amended to read as follows:

Sec. 6-477. Competitive sealed bidding.

- (a) *Conditions for use.* All contracts for amounts above \$5100,000.00 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 within 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.

Section 4. That Section 6-481 contained in Chapter 6 of Title 6 of the Greeley Municipal Code be amended to read as follows:

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~~Contract Extensions;
- (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~~Emergency procurement;
- (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~~Failed competitive solicitation;
- (4) ~~A particular material or service is required to maintain interchangeability or compatibility as a part of an existing integrated system~~Fine art;
- (5) ~~The material is perishable~~ Procurement to meet existing needs;
- (6) ~~The material qualifies as fine art~~; Sole source procurement; or
- (7) ~~The particular material is required to match materials in use, so as to produce visual harmony~~; or Very specialized or confidential goods or services.
- (8) ~~Where competitive solicitation procedures have failed to provide sufficient responsive, responsible bidders.~~

Section 5. That Section 6-483 contained in Chapter 6 of Title 6 of the Greeley Municipal Code be amended to read as follows:

Sec. 6-483. Small purchases.

- (a) *General.* Any contract not exceeding \$~~5~~100,000.00 may be made in accordance with the ~~small~~ purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small or discretionary purchase under this section.
- (b) *Small purchases ~~over \$10,000.00~~.* Procurements over \$10,000.00 but less than \$~~5~~100,000.00 constitute small purchases. Insofar as it is practical ~~in excess of~~ \$10,000.00, no less than three businesses shall be solicited to submit quotations for small purchases. Award shall be made to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record.
- (c) *~~Small~~Discretionary purchases ~~under \$10,000.00~~.* Procurements of \$10,000.00 or less, constitute discretionary purchases. The purchasing official shall adopt operational procedures for making ~~small~~discretionary purchases of \$10,000.00 or less. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service or construction being purchased. Further, such operational procedures shall require the preparation and maintenance of written records adequate to document the competition obtained, properly account for the funds expended, and facilitate an audit of the ~~small~~discretionary purchase made.

Section 6. That Section 6-486 contained in Chapter 6 of Title 6 of the Greeley Municipal Code be amended to read as follows:

Sec. 6-486. - Change orders.

All change orders ~~are~~must be processed on a form with the need and source of funds identified and. ~~The a description shall include what of the financial impacts their change order will have on the future of the project's availability of monies~~ subject fund's budget. Department directors may approve any and all change orders within the ~~budgeted contingency~~ a project's budget. ~~The budgeted contingency shall be included in all original project budgets as adopted with the city's adopted budget.~~ If a change order would exceed the project's budget, then additional approval is required. City council ~~consideration is required for~~ must also approve a change order if the cumulative change orders (including the proposed change order) that would add 25 percent or more to the original contract cost amount and the total contract amount (including both the original contract and cumulative change orders) equals or \$100,000.00 or greater. If either the cumulative change orders would add less than 25 percent to the original contract cost amount or the total contract amount equals is less than \$100,000.00 and the cumulative value of change orders are greater than 25 percent of the original contract price, then the city manager's signature is required may approve the change order. Nothing in this section shall prevent the city from obtaining a higher level of approval for a change order if otherwise required by law or contract. Notwithstanding the provisions of this section, if a change order of any amount would exceed a fund's budget, then city council must authorize an additional appropriation for the subject fund before the change order may be approved as provide in this section.



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

October 1, 2024

Key Staff Contact: Caleb Weitz, Budget and Policy Director

Title:

Public hearing, introduction and first reading of an ordinance adopting the budget for 2025 and making appropriations for 2025

Summary:

This ordinance authorizes the appropriations for the fiscal year 2025 (January 1, 2025 through December 31, 2025).

The City Manager's Recommended 2025 Budget was presented in two council meetings for discussion and review on September 10, 2024 and on September 17, 2024. This meeting is the first public hearing for the Proposed 2025 Budget and establishing the 2024 Tax Levy. The City Council may adjust or remove any of the 2025 Budget items prior to adoption on October 15, 2024.

To access the Fiscal Year 2025 Budget Book, use this link:

[2025 City Manager's Recommended Budget](#)

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? \$586,617,094
3. What is the annual impact? None
4. What fund of the City will provide Funding? All Funds
5. What is the source of revenue within the fund? All Sources
6. Is there grant funding for this item? Yes
7. If yes, does this grant require a match? Yes
8. Is this grant onetime or ongoing? Ongoing & One-Time
9. Additional Comments:

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:

Business Growth
Community Vitality
High-Performance Government
Housing For All
Infrastructure and Mobility
Quality of Life
Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for October 15, 2024.

Attachments:

1. Ordinance No. 41 , 2024
2. Citizen Budget Advisory Committee 2025 Budget Recommendation
3. Item 20 - Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 41, 2024

**AN ORDINANCE ADOPTING THE BUDGET FOR 2025 AND MAKING APPROPRIATIONS
FOR 2025**

WHEREAS, by virtue of the provisions contained in the Greeley Charter Sections 3-15 and 5-15 of the City of Greeley, Colorado, the City Council is required to adopt each annual budget and make the necessary appropriations by Ordinance; and

WHEREAS, the City Manager has submitted to the City Council the proposed budget in accordance with Section 5-12 of the Greeley Charter; and

WHEREAS, the City Council of Greeley, Colorado, on October 15, 2024, held a public hearing in accordance with Section 5-13 of the Greeley Charter on said proposed budget, after first giving proper notice of said public hearing.

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

Section 1. There is hereby adopted and approved for fiscal 2025 (January 1, 2025 to December 31, 2025) an annual budget, which consists of a document designated as such and a tax levy of 11.274 mills.

Section 2. The annual budget for the year 2025, as adopted and approved, shall be on file in the City Clerk's office for public inspection during office hours of such office for the entire year of 2025:

Section 3. There are hereby appropriated from the General Fund for fiscal year 2025 the following amounts:

Fund Description	Amount	Transfers	Total
General (100)	149,825,789	17,256,830	167,082,619

Section 4. There are hereby appropriated from the Special Revenue Funds for fiscal year 2025 the following amounts:

Fund Description	Amount	Transfers	Total
Convention & Visitors (102)	250,750	755,700	1,006,450
Community Development (103)	7,321,576	-	7,321,576
Streets & Roads (104)	13,957,483	-	13,957,483
Conservation Trust (105)	2,372	2,259,000	2,261,372
Sales & Use Tax (106)	-	-	-
Housing (109)	448,157	-	448,157
Conference Center Development (110)	1,052,252	-	1,052,252
Downtown Development Authority TIF (111)	511,090	395,481	906,571
Equitable Sharing (113)	-	163,000	163,000
Transit (114)	13,622,712	-	13,622,712
Homelessness (115)	2,150,162	-	2,150,162
Designated Revenue (120)	240,395	-	240,395
Public Safety (121)	5,459,221	950,906	6,410,127
Grants (170)	2,736,892	-	2,736,892

Section 5. There are hereby appropriated from the Debt Service Funds for fiscal year 2025 the following amounts:

Fund Description	Amount	Transfers	Total
General Debt Service (200)	3,137,656	-	3,137,656

Section 6. There are hereby appropriated from the Capital Projects Funds for fiscal year 2025 the following amounts:

Fund Description	Amount	Transfers	Total
Public Improvement (300)	6,954,534	89,250	7,043,784
Public Art (303)	959,077	-	959,077
Food Tax (304)	18,607,146	34,500	18,641,646
Quality of Life/Imagine Greeley (318)	6,339,212	6,939,776	13,278,988
Keep Greeley Moving (321)	21,770,476	-	21,770,476
Development Funds (330)	33,090,726	2,392,793	35,483,519

Section 7. There are hereby appropriated from the Permanent Funds for fiscal year 2025 the following amounts:

Fund Description	Amount	Transfers	Total
Cemetery Endowment (601)	1,000	83,200	84,200
Petriken Memorial (603)	10	-	10
Memorials (605)	36,699	32,800	69,499

Section 8. There are hereby appropriated from the Enterprise Funds for fiscal year 2025 the following amounts:

Fund Description	Amount	Transfers	Total
Cemetery (400)	888,937	-	888,937
Municipal Golf Courses (401)	3,130,025	-	3,130,025
Downtown Parking (402)	370,464	-	370,464
Sewer (410)	23,843,515	3,913,675	27,757,190
Water (420)	160,041,757	5,217,625	165,259,382
Stormwater (430)	18,277,679	1,354,835	19,632,514

Section 9. There are hereby appropriated from the Internal Service Funds for fiscal year 2025 the following amounts:

Fund Description	Amount	Transfers	Total
Health (500)	23,681,167	-	23,681,167
Workers' Compensation (501)	1,349,684	-	1,349,684
Liability (502)	4,078,389	-	4,078,389
Equipment & Fleet (510)	6,881,587	-	6,881,587
Information Technology (520)	13,759,132	-	13,759,132

Section 10. The appropriation made by this ordinance includes \$544,777,723 for expenditures and \$41,839,371 for transfers resulting in a total of \$586,617,094.

Section 11. The City Council finds that all appropriations from the Public Art Reserve Accounts within the Water, Sewer, and Stormwater Utilities Enterprise Funds for the Public Art Program do provide a betterment to those utilities, and the City Council further determines that the acquisition and lease of works of art, and maintenance, repair, and display of works of art, supports specific utility purposes beneficial to the ratepayers of such utilities.

Section 12. This ordinance shall become effective five (5) days after its final publication as provided in Sections 3-16 and 3-17 of the Greeley Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 15th DAY OF OCTOBER 2024.

ATTEST

THE CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayor

This is not an official statement from the Citizen Budget Advisory Committee (CBAC). This information was discussed at the September 11th, 2024 CBAC meeting, but there was not sufficient quorum to vote on the recommendation. This statement will be presented to CBAC for formal ratification at the October 9th, 2024 meeting.



MEMORANDUM

To: Mayor John Gates, City Council and City Manager Raymond C. Lee III

From: Barry Eastman, on behalf of the Citizen Budget Advisory Committee (CBAC)

Date: September 17th, 2024

Subject: CBAC Recommendations for the 2025 Budget

Background: Historically, CBAC has the chance to review and discuss the proposed budget document prior to the City Council readings. At the September CBAC meeting, the committee failed to reach a quorum and will be unable to provide official recommendations before the first reading. The following summarizes discussions from previous meetings throughout the budget cycle and reflect the opinions of the committee.

Committee Discussion: CBAC is supportive of the proposed Revenue Stabilization Mechanism that was presented to Council by Budget & Policy Director Caleb Weitz during the July budget retreat. This proposal would set aside an estimated \$12M of one-time funds equal to approximately one month of operational expenditures and is funded at a level of \$5 million in the 2025 Recommended Budget as a first investment. This reserve mechanism is being suggested due to the constrained budget outlook for 2024 into 2025 to ensure the city can sustain current services and staffing levels until revenue projections improve. The revenue stabilization reserve would provide a cushion for any revenue shortfalls that may be disruptive to future City operations. The committee agrees the revenue stabilization reserve will improve the city's ability to weather economic uncertainty and mitigate year-to-year fluctuations in volatile revenue streams.

In July, CBAC submitted a memo to the mayor and City Council addressing the removal of the Public Safety Tax from consideration for the November ballot, suggesting the City should continue to fund police and fire staffing and services from the General Fund. The committee believes that public safety is a top priority for the City and for the community and recommends that funding these services should be funded by the general fund without being subject to approval of public tax.

Recommendation: Per the previous discussions held by CBAC, it is the recommendation of this committee that the City move forward with the Revenue Stabilization Mechanism and to ensure continued funding for public safety is prioritized from existing general fund resources, particularly as these resources grow in future years.

2025 Budget Ordinance

Caleb Weitz, Budget & Policy Director
City Council Meeting - October 1, 2024



Agenda



- Budget Process Review
- Budget Highlights
- Capital Improvement Program
- Addendums
- Recommendation
- Purpose: Introduce the Ordinance

Key Council Dates: 2025 Budget Process



Budget Planning for 2025

Expenditures

- Sustainment of existing service levels
- Customer service investments

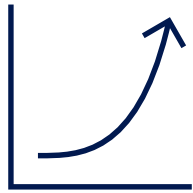
Reserves

- General Fund: 2 Months of Ongoing Operations: \$26 million
- Revenue Stabilization - \$12 million used in Budget Planning:
 - 2024 revenue uncertainty: \$2 million
 - 2025 expenditures: \$5 million
 - Additional amount available for uncertainty in 2025: \$5 million
- Utility Funds: 25% of Operations: \$17.6 million

Contingency Plan for Economic Downturn

- Use remaining revenue stabilization (\$5 million)
- Delay hiring of vacant positions

Budget Highlights for 2025



\$16.7 million in approved increases in all funds

- \$10.0 million one-time
- \$5.6 million ongoing
- \$1.1 million capital

Expenditures based on sustainment of current service levels



Expenditure highlights

- Compensation and Collective Bargaining Increases
- Customer Experience Initiative (website, CRM, call center)
- Revenue Stabilization

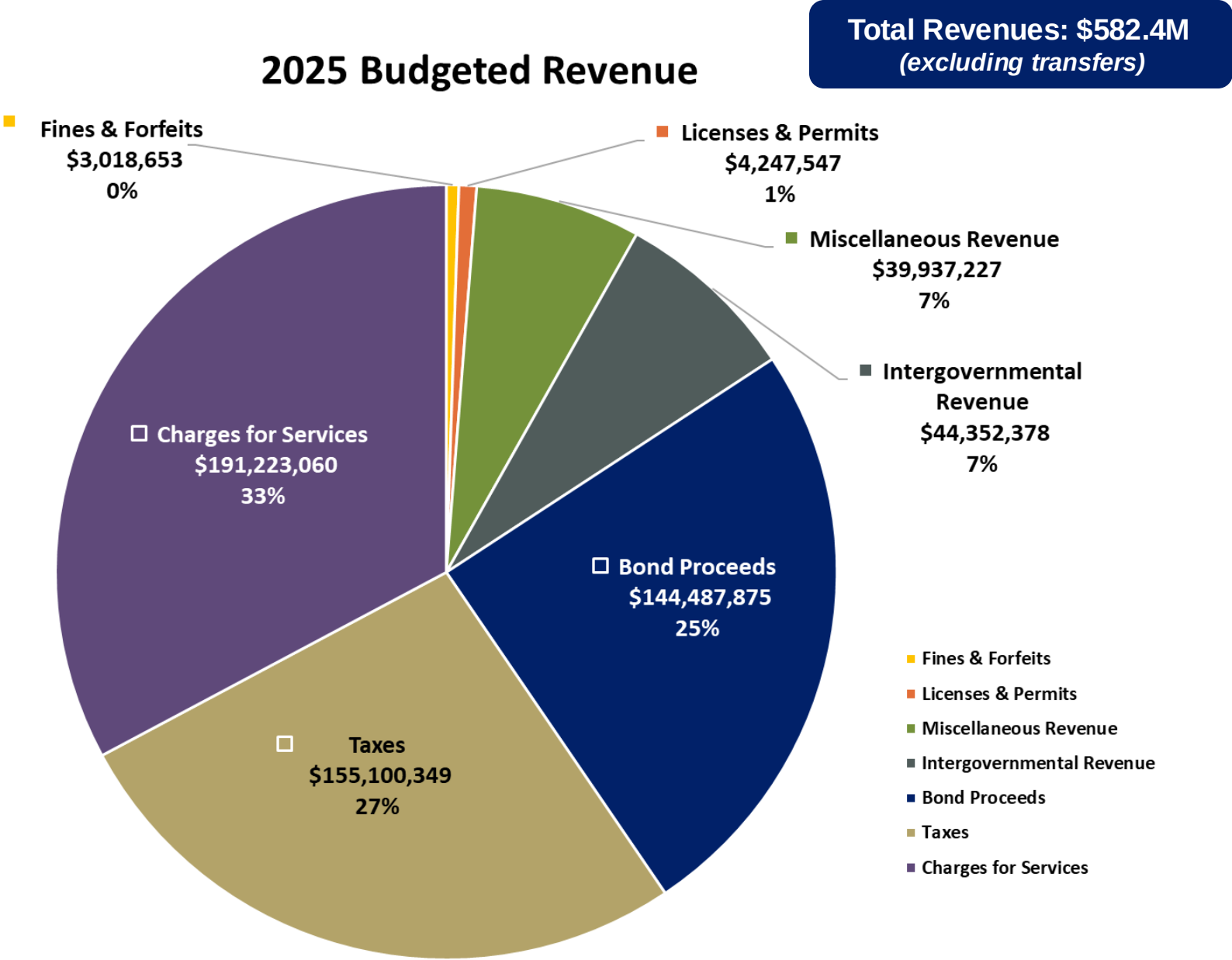


1,213.25 FTE recommended, including 16 net new positions (most non-general fund)

Use of one-time funding to extend 2024 term-limited positions an additional year

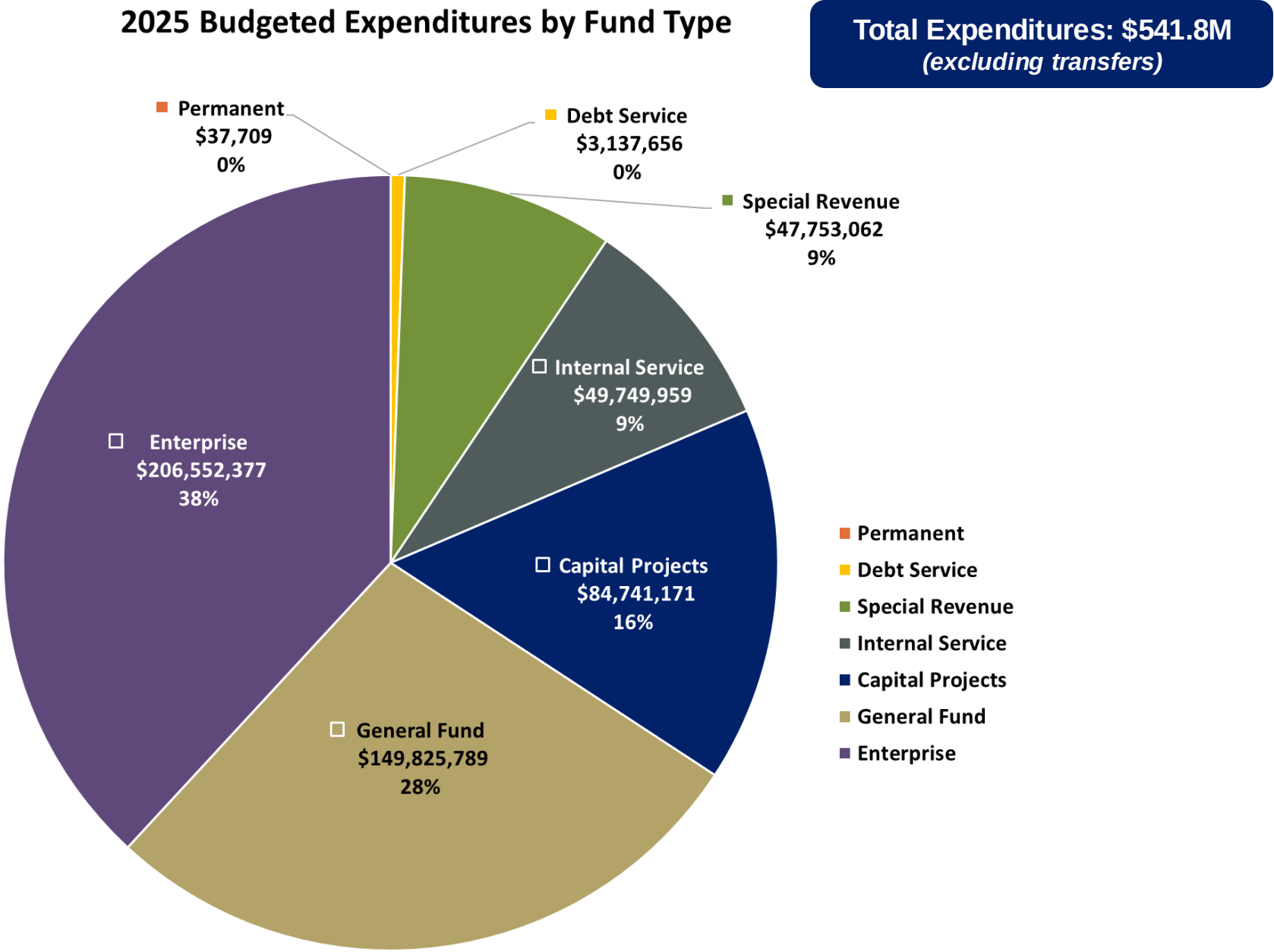
2025 Revenue Budget

Budgeted Revenues



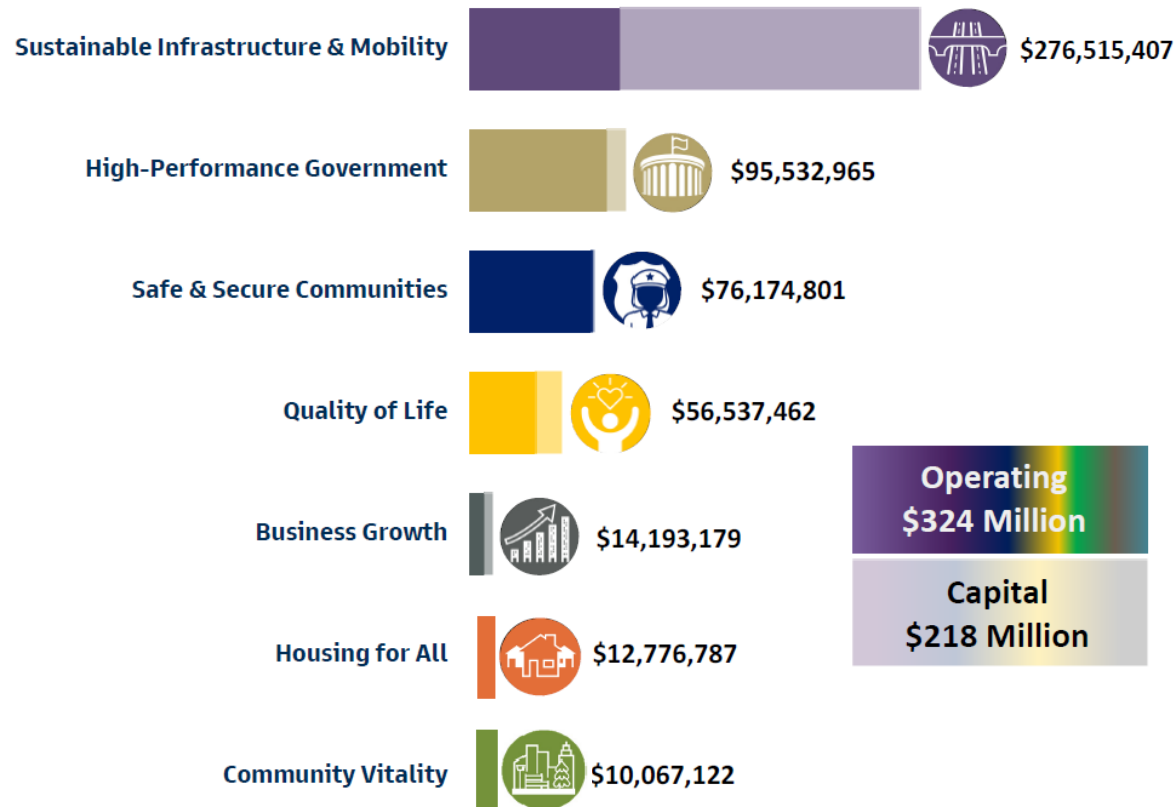
2025 Expenditure Budget

Budgeted Expenditures by Fund Type

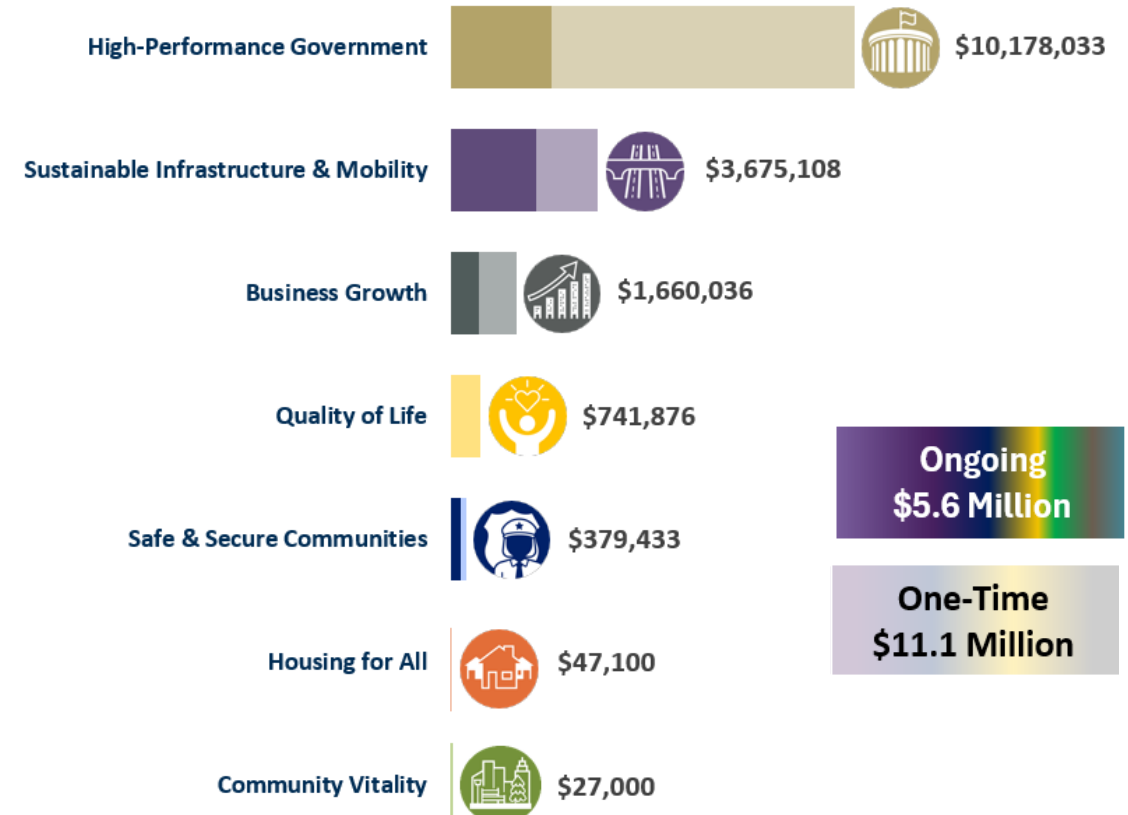


Expenditures by Council Priority

Total Expenditures \$541,797,723
(Excludes Transfers)



Budget Increases \$16,708,586



2025 – 2029 Capital Improvement Plan (CIP)

The capital plan was created with the following priorities in mind:

1. Resolve any known high-risk safety concerns
2. Maintain current baseline funding for annual capital maintenance
3. Fund strategic priorities (see right)

A 5-Year CIP is published with Year 1 (2025) formally appropriated

The capital section of the budget document includes:

- A 5-Year project list for each capital fund (years 1-5)
- A table of projects planned for future years (years 6-10)
- A table of unfunded projects as applicable. These are projects that have been identified as priorities but, often due to high cost, require special funding to construct. This might include grants, bonds or special one-time revenue

Strategic Capital Priorities

- West Greeley Planning (funded 2024)
- Downtown Admin Moves
- Public Maintenance Campus Planning (funded 2024)
- MERGE
- Lincoln Park Redevelopment

2025 CIP Expenditure Highlights

Quality of Life

\$3.0 MILLION



Lincoln Park Redevelopment

Full Project Budget: \$3.4M

\$1.3 MILLION



Funding for Parks & Museums Operations

Annual Program

Food Tax

\$6.7 MILLION



Downtown Admin Space Additions

Full Project Budget: \$10.5M

Street Infrastructure

\$21.5 MILLION



Pavement Rehabilitation & Concrete Repair

Annual Program

Transportation Development

\$4.6 MILLION



MERGE

Full Project Budget: \$135M

Water Capital

\$11.0 MILLION



Future Water Acquisition

Annual Program

\$5.4 MILLION



Lead Service Line Replacement

Full Project Budget: \$20.3M

\$4.7 MILLION



Distribution Pipeline Replacement

Annual Program

\$0.6 MILLION



Bellvue Pipeline Goldhill Segment

Full Project Budget: \$22.8M

Sewer Capital

\$3.1 MILLION



Highland Hills Sewer 47th Ave Capacity

Full Project Budget: \$3.4M

\$1.6 MILLION



Highland Hills Sewer 35th Ave Capacity

Full Project Budget: \$1.9M

Stormwater Capital

\$4.0 MILLION



General Drainage System Repairs

Annual Program

\$3.6 MILLION



Poudre River Ranch: Stormwater

Full Project Budget: \$9.3M

Addendums

Summary

After the 2025 City Manager's Recommended Budget was balanced on August 1st, 2024, the following capital adjustments were made that are not reflected in the budget book. The final amounts are updated in 2025 Budget Ordinance.

Two requests will increase the Development Fund budget by **\$2,980,000**.

- The Citywide Micromobility Program request will increase the Development Fund by \$1,000,000.
- The 37th Street Bridge project, which is 70% grant funded, will be moved from 2026 to 2025, resulting in a \$1,980,000 increase in the Development Fund

Recommendation and Next Steps

Recommendation: Introduce ordinance and schedule a public hearing and second reading for October 15, 2024

October 15

Public Hearing and Final Reading of the 2025 Budget

Final Additional Appropriation for 2024

Adoption of the 2025 Pay Plan

Thank you



Budget Planning for 2025

Expenditures

- Sustainment of existing service levels
- Customer service investments

Reserves

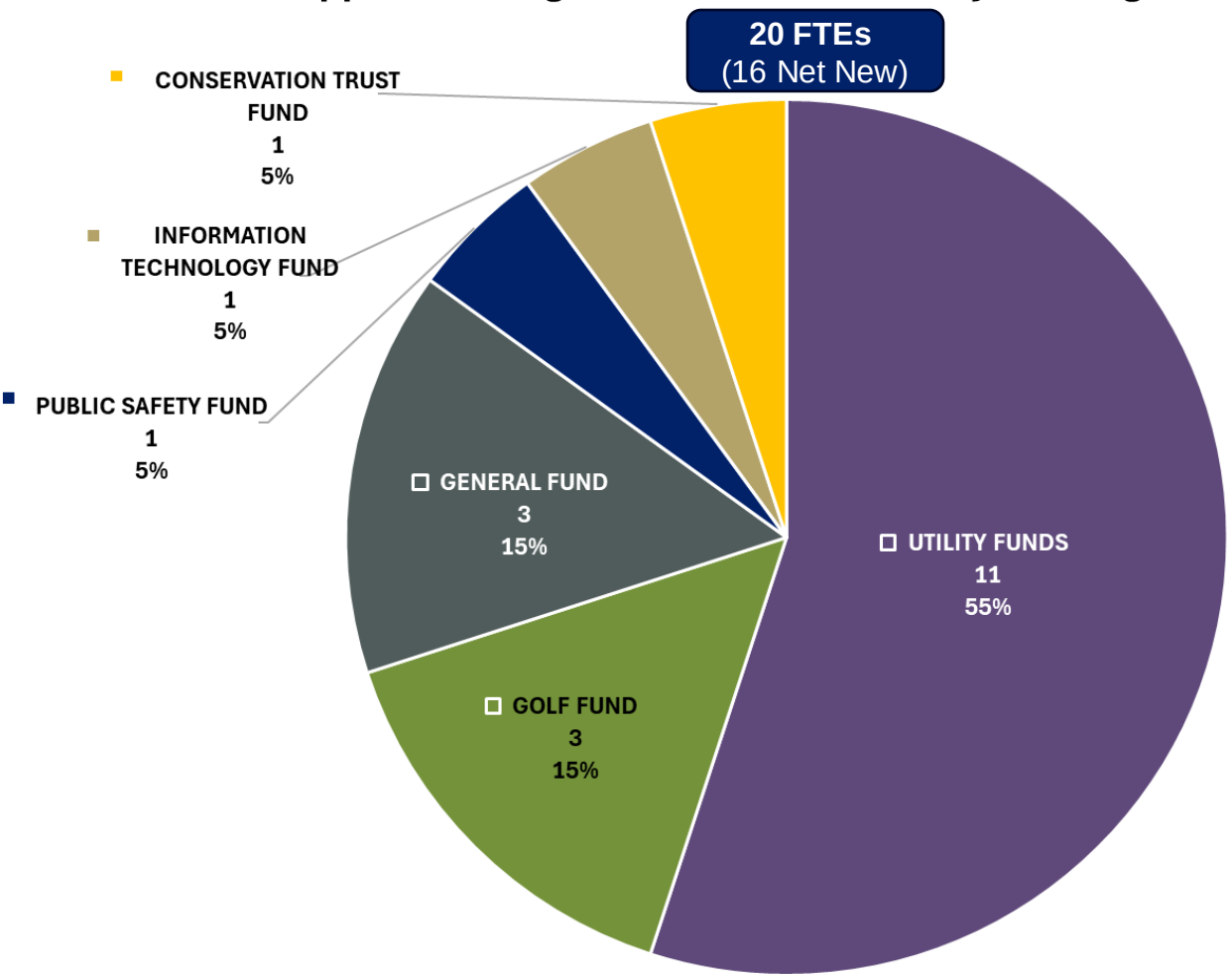
- General Fund: 2 Months of Ongoing Operations: \$26 million
- Revenue Stabilization - \$12 million used in Budget Planning:
 - 2024 revenue uncertainty: \$2 million
 - 2025 expenditures: \$5 million
 - Additional amount available for uncertainty in 2025: \$5 million
- Utility Funds: 25% of Operations: \$17.6 million

Contingency Plan for Economic Downturn

- Use remaining revenue stabilization (\$5 million)
- Delay hiring of vacant positions

2025 Budget Increase Requests Full-Time Equivalent (FTE)

Approved Budget Increase Positions by Funding Source



Summary

- 20 new positions were tied to 2025 Budget Increase Requests
- Other positions were reduced or restructured during the 2025 Budget, resulting in a net total increase of 16 FTE compared to 2024

2025 Budget Increase Requests - FTE

City Attorney’s Office-1

Deputy City Attorney

Customer Experience Initiative (C&E)-2

Creative Services Manager (term-limited)

Web Developer IV (term-limited)

Culture, Parks & Recreation-4

Assistant Golf Pro (2)*

Head Golf Pro*

Environmental Planner (term-limited)

Fire-1

Executive Assistant

Economic Development & Urban Revitalization-1

Workforce Manager

Public Works-1

Environmental Technician III/IV

**Revenue neutral positions – change in service delivery model from contract to direct City FTE*

Information Technology-1

IT System Trainer (term-limited)

Water & Sewer-9

Customer Care Representative

Deputy Chief Engineer

Equipment Operator II

Administrative Assistant III

Lead Utility Locator

Sewer Instrument Technician

Transmission & Distribution Crew Supervisor

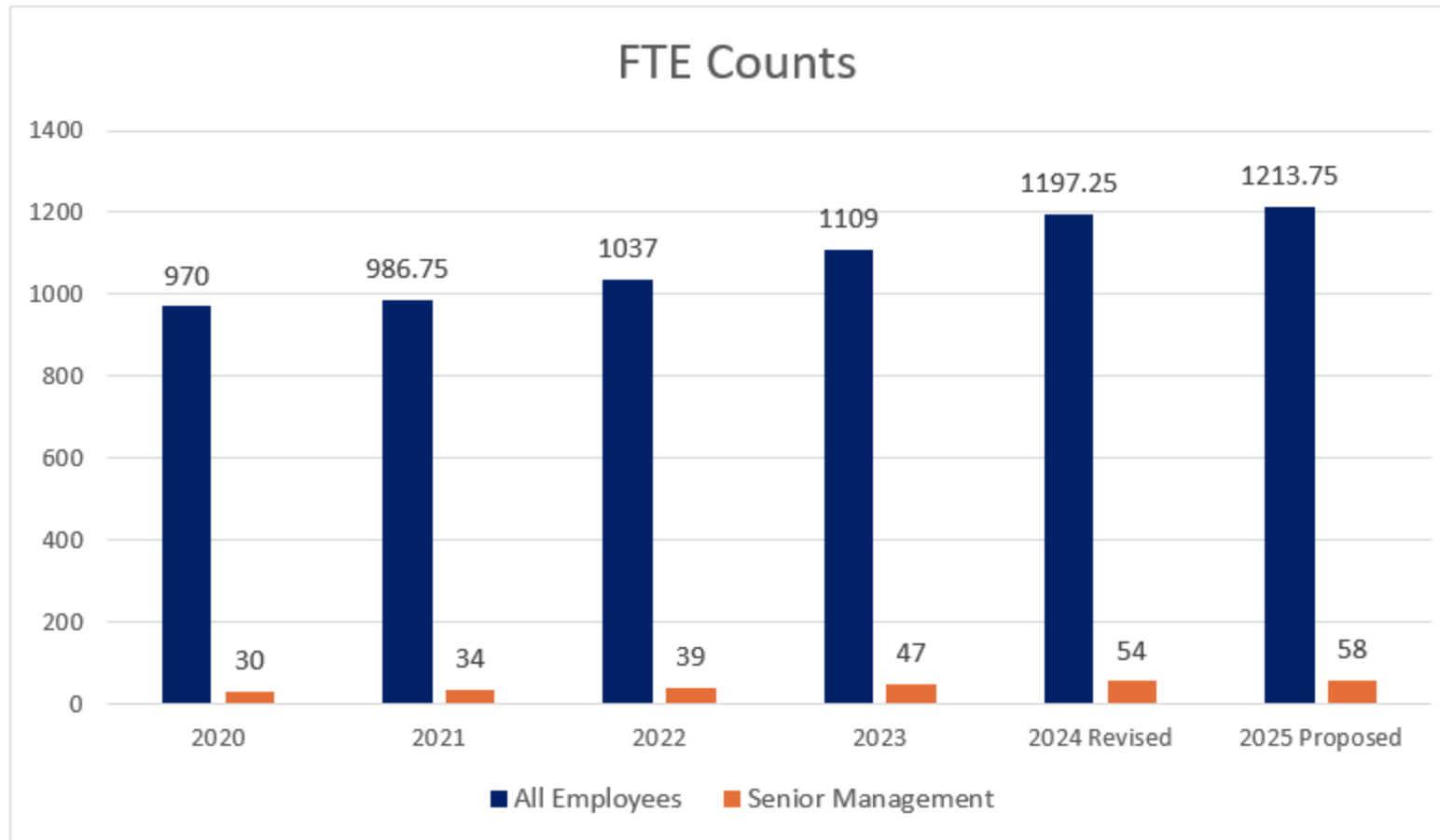
Water & Sewer Maintenance Technician I (2)

20 Budget Increase Request FTE

16 Net Total New FTE in the 2025 Budget**

***Other positions were reduced or restructured during the 2025 Budget, resulting in the net new number*

Senior Management



- Senior Management is defined as any position with SRMGT paygrade (i.e. Deputy Director or higher)
- In 2025, 4.78% of the full-time positions are classified as Senior Management positions
- 2025 FTE change detail:
 - 2 - position allocations supported by previously budgeted funds (Strategy Director, Communications Professional)
 - 2 - Budget Increase Request positions (Deputy City Attorney, W/S Deputy Chief Engineer)



High Performance Government Highlights

High-Performance Government- As the state's municipal employer of choice, we thrive as a high-performing organization committed to effective systems, strategies, structures, strategic planning, and customer service.

2025 Expenditures: \$95.5 Million, 18% of Total

High-Performance Government



\$95,532,965

Key Services Funded

- Internal Services like Insurance and Fleet Operations
- Downtown Administrative Space Additions
- Revenue Stabilization
- Administrative departments such as Finance, HR, CAO and IT

2025 Budget Increases: \$10.2 Million, 61% of Total

High-Performance Government



\$10,178,033

Budget Increase Highlights

- Customer Experience Initiative \$4.6M
 - Implement new website, CRM and call center platforms
- City Wide-Insurance Increases \$1.4M
- City Software Commitments \$1.3M
- City-Wide Employee Mental Health Platform \$0.2M
- City-Wide Employee Coaching \$0.2M
- City-Wide IT Refreshes \$0.2M
- Other Increases \$2.3M



Safe & Secure Communities Highlights

Safe and Secure Communities- Greeley is a community where residents and visitors work in partnership with public safety personnel to ensure their neighborhoods are attractive, well-maintained, safe, and secure.

2025 Expenditures: \$76.2 Million, 14% of Total

Safe & Secure Communities



\$76,174,801

Key Services Funded

- Staffing, Equipment and Facilities for Police & Fire
 - Continuation of Police ability to over hire
- Office of Emergency Management
- Life Safety Capital Improvements

Budget Increases: \$379,433, 2% of Total

Safe & Secure Communities



\$379,433

Budget Increase Highlights

- Fire Executive Assistant \$129K
- Fire Fighter Physicals \$110K
- Illicit Discharge Clean Up \$100K
- Psychological Health Services for First Responders \$40K



Quality of Life Highlights

Quality of Life- Greeley is not only a destination city but also a community where residents enjoy the arts, social engagement, outdoor pursuits, beautiful vistas, and natural areas.

2025 Expenditures: \$56.5 Million, 10% of Total

Quality of Life  \$56,537,462

Key Services Funded

- Culture, Parks and Recreation Operations including Golf, Museums, Special Events, Forestry and Natural Areas
- Public Art programming and installations
- Parks and Trails Construction and Maintenance

Budget Increases: \$741,876, 4% of Total

Quality of Life  \$741,876

Budget Increase Highlights

- Parkway Tree Maintenance Program \$250K
- Summer Teen Employment Program \$147K
- Annual Flower Bed Program \$145K
- Other Increases \$200K



Business Growth Highlights

Business Growth- We are a community with an inviting and reliable environment that recruits, retains, and grows a diversity of businesses, resulting in a resilient economy.

2025 Expenditures: \$14.2 Million, 3% of Total

Business Growth



\$14,193,179

Key Services Funded

- Economic Development Services
- Business Attraction
- Communication and Engagement Operations
- Tourism and Branding

Budget Increases: \$1.7 Million, 10% of Total

Business Growth



\$1,660,036

Budget Increase Highlights

- Economic Development Base Operating \$324K
- Economic Development Marketing \$250K
- Economic Development Workforce Manager \$202k
- Water Distribution Construction Crew \$578K
- Other Increases \$306K



Housing for All and Community Vitality

Housing for All- Greeley is rich in diversity of housing where all residents have options for healthy and independent living that contribute to maximizing the appeal of the community.

Community Vitality- Greeley is an inviting community of choice that is developed by design.

2025 Expenditures: \$12.8 Million*, 2% of Total

Housing for All



\$12,776,787

Key Services Funded

- Homelessness Services (Homeless Solutions Department) including the Foundations, Outreach and Rapid Rehousing Teams
- Housing Services (Housing Department)
- G-HOPE Program

***Approximately 80% of expenditures are grants, which have specific and restrictive uses.**

2025 Expenditures: \$10.1 Million, 2% of Total

Community Vitality



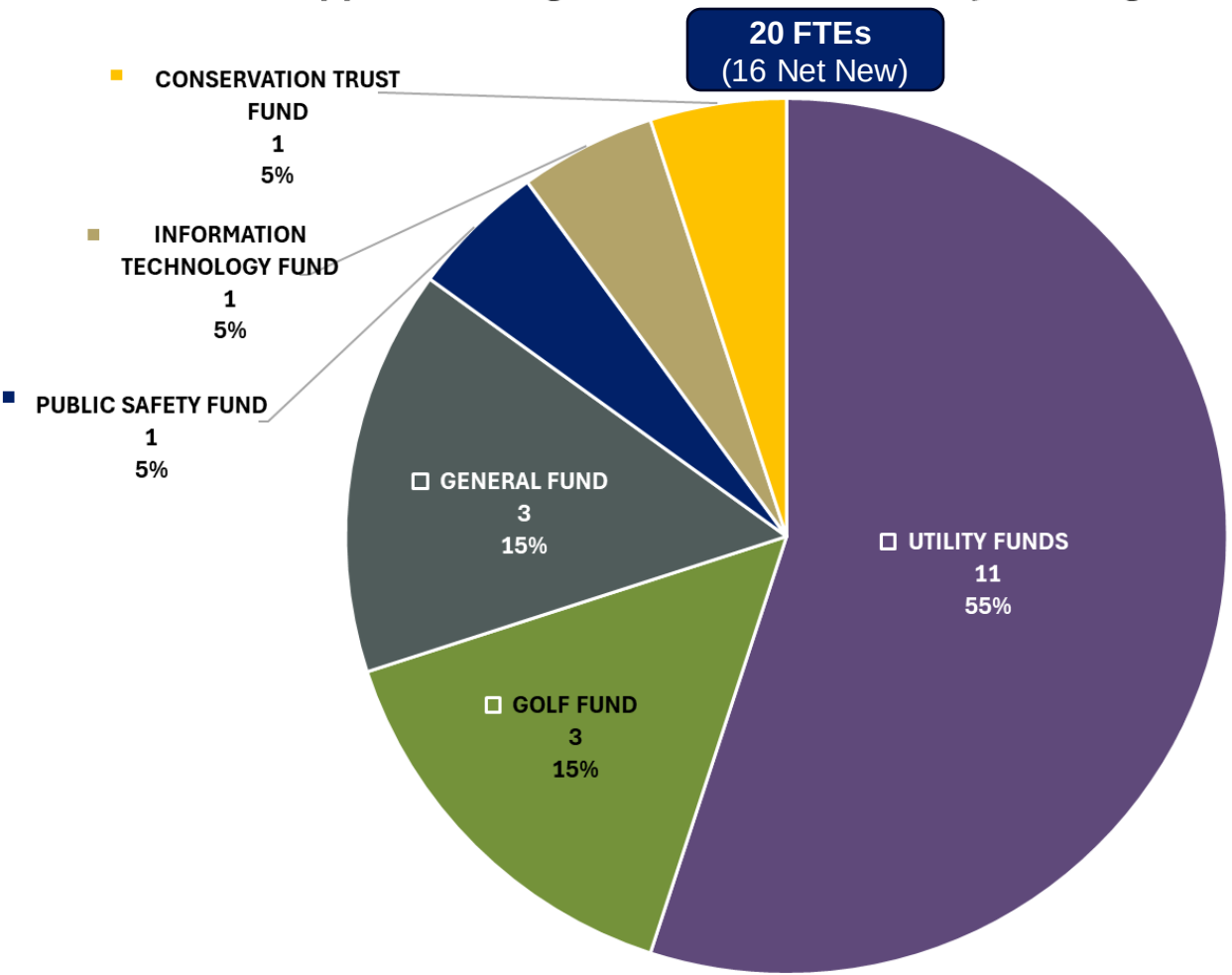
\$10,067,122

Key Services Funded

- Boards and Commissions
- Planning & Building Services
- Development Review
- Code Compliance

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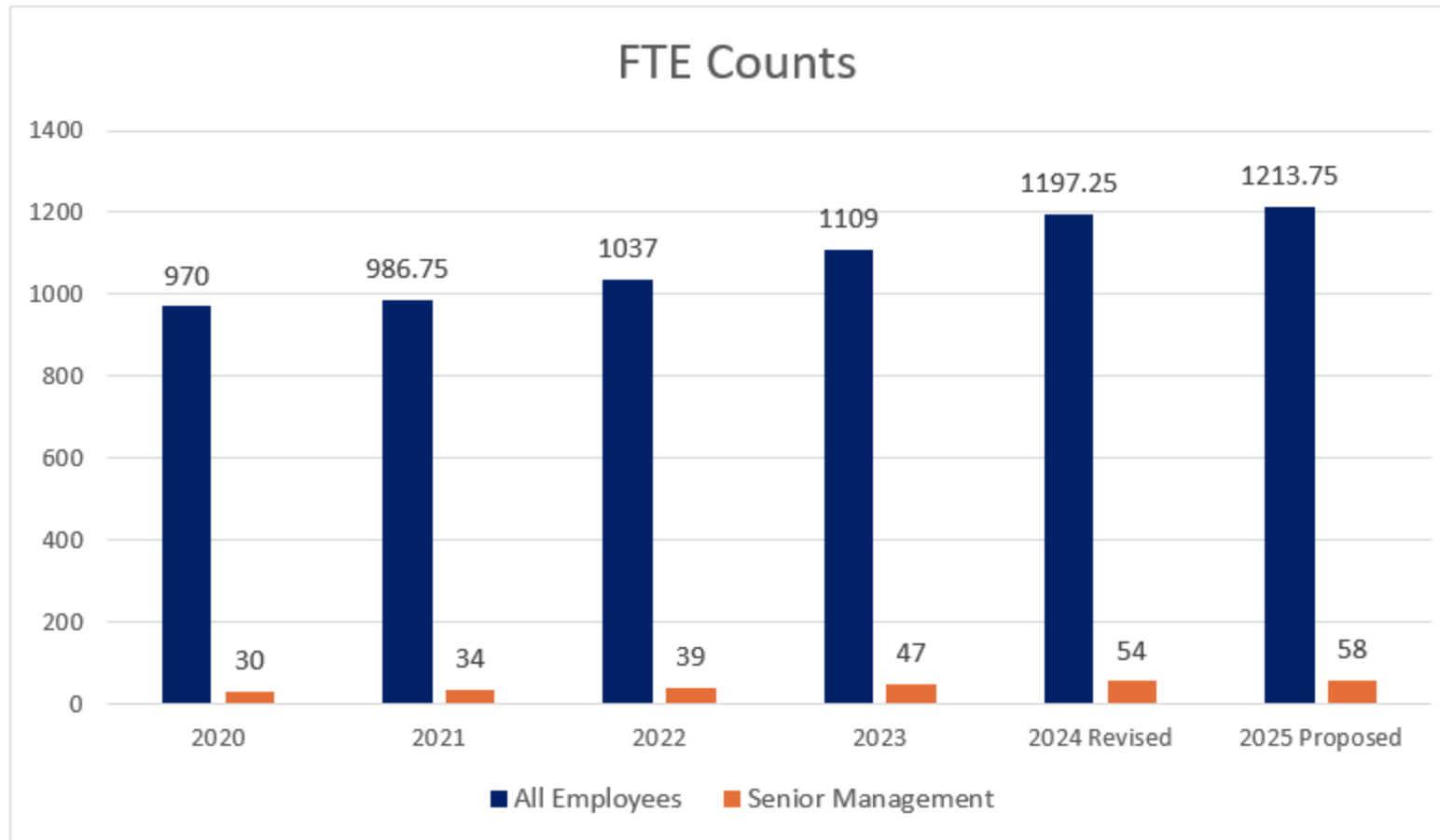
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Council Agenda Summary

October 1, 2024

Key Staff Contact: Brian McBroom, Community Development Director, Jeff Woeber, Planner III

Title:

Public hearing and resolution approving the Colorado Revised Statutes Title 32 Special District Consolidated Service Plan precedent to formation of eight interrelated Metropolitan Districts known as Union Colony West Metropolitan Districts Nos. 1-8 that would provide Public Facilities financing, operations, and maintenance (Case Number MD2024-0001, Union Colony West Metropolitan District Nos. 1 – 8)

Summary:

Applicants Larry Buckendorf and Adam Bliven, on behalf of Union Colony West Investments, LLC, have submitted an application to form eight Metropolitan Districts, under a consolidated service plan that would provide for public improvements including on and offsite streets, roadway, storm drainage, water and sanitary sewer, landscaping and park and recreation improvements. The Metropolitan District property totals an area of 161.08 acres and is proposed for residential, commercial and mixed-use development.

The applicant has provided a Capital Plan, as an element of the Service Plan that indicates the anticipated costs of the public improvements is approximately \$62,877,388. The Districts would provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of Public Improvements from proceeds of Debt to be issued by the Districts. Debt would be repaid by ad valorem property taxes and District Facility Fees.

As proposed, the Service Plan includes a Maximum Mill Levy of sixty-five (65) mills for residential and commercial property. The maximum time period for the Debt Mill Levy for the Districts is forty (40) years.

An Annexation and Planned Unit Development (PUD) was approved by the City for the subject property in 2022.

The Greeley Municipal Code calls for the City Council to consider a proposed Service Plan against specific criteria and determine whether the Plan meets these twelve criteria in order to grant approval.

Staff has reviewed the criteria and determined they have been met by the proposed Service Plan, and with that staff recommends the City Council approve the Union Colony Metropolitan District Nos. 1 – 8, as well as the associated Intergovernmental Agreement (IGA) between the City and the Metropolitan District.

Fiscal Impact:

1. Does this item create a fiscal impact on the City of Greeley? No
2. Is there grant funding for this item? No

Legal Issues:

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

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

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

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 as presented.

Attachments:

1. Resolution No. 35, 2024
2. City Council Staff Report
3. Zoning Map
4. Service Plan for Metropolitan Districts 1-8
5. Applicant Summary Memorandum
6. General Benefits of Metropolitan Districts - Cover Memo to City Council
7. Metropolitan District Pro - Presentation Bullet Points
8. Union Colony Impactful Items
9. Item 21 - Presentation

CITY OF GREELEY, COLORADO

RESOLUTION NO. 35, 2024

A RESOLUTION APPROVING A COLORADO REVISED STATUTES TITLE 32 SPECIAL DISTRICT CONSOLIDATED SERVICE PLAN PRECEDENT TO FORMATION OF EIGHT INTERRELATED METROPOLITAN DISTRICTS KNOWN AS UNION COLONY WEST METROPOLITAN DISTRICTS NOS. 1 - 8 THAT WOULD PROVIDE PUBLIC FACILITIES FINANCING, OPERATIONS, AND MAINTENANCE

WHEREAS, PURSUANT TO 32-1-204.5, C.R.S., and Title 24, Chapter 12 of the City of Greeley Municipal Code, the City Council of the City of Greeley, Colorado, has considered the Service Plan for Union Colony West Metropolitan Districts Nos. 1 – 8 (hereinafter referred to as "the Districts"); and

WHEREAS, the public hearing required by 32-1-204 C.R.S., and Title 24, Chapter 12 of the City of Greeley Municipal Code was conducted regarding the Service Plan of the Districts on October 1, 2024; and

WHEREAS, after said public hearing, City Council has found that the Service Plan of the Districts comply with the provisions of Title 24, Chapter 12 of the City of Greeley Municipal Code and the requirements of Colorado Statutes regarding metropolitan districts contained in Title 32 of the Colorado Statutes.

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

1. The City Council of the City of Greeley, Colorado, a home rule municipality, does hereby determine that the applicable requirements of Title 32, Article I, Part 2, C.R.S., as amended, relating to the requirements for Service Plan for the Districts have been met.

2. The City Council finds that the Service Plan contents are in compliance with the information required by Section 32-1-202(2), C.R.S., and of Title 24, Chapter 12 of the City of Greeley Municipal Code.

3. Further, the City Council does hereby determine that the provisions of Greeley Municipal Code Title 24, Chapter 12 have been met and does hereby find as follows:

- a. There is a sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;
- b. The existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;
- c. The proposed Districts are capable of providing economical and sufficient service to the area within its proposed boundaries;
- d. The area to be included in the proposed Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing Districts, within a reasonable time and on a comparable basis;

- f. The facility and service standards of the proposed Districts are compatible with the facility and service standards of the City;
- g. The proposal is in substantial compliance with the City's Comprehensive Plan;
- h. The proposal is in substantial compliance with the county, regional or state long-range water quality management plans and wastewater plans for the area;
- i. The creation of the Districts will be in the best interests of the area proposed to be served;
- j. The creation of the Districts will be in the best interests of the residents or future residents of the area proposed to be served;
- k. The proposed Service Plan is in substantial compliance with Title 24, Chapter 12 of Greeley Municipal Code; and
- l. The creation of the Districts will not foster urban development that is remote from, or incapable of being integrated with, existing urban areas, or place a burden on the City or adjacent jurisdictions to provide urban services to residents of the proposed Districts.

4. The City Council hereby determines that the Service Plans for the Districts are hereby approved.

5. A certified copy of this Resolution shall be filed in the records of the City and shall be submitted by the petitioners to the District Court for the purpose of filing with the Weld County District Court as required by State law.

6. Nothing contained herein limits the City's powers with respect to the Districts, the property within the Districts, or the improvements to be constructed by the Districts.

7. This Resolution shall become effective immediately upon its passage as provided by the Greeley City Charter.

PASSED, AND ADOPTED, SIGNED AND APPROVED this 1ST DAY OF OCTOBER 2024.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

CITY COUNCIL STAFF REPORT

ITEM: Metropolitan District Service Plan and Intergovernmental Agreement (IGA) Approval

CASE NO: MD2024-0001

PROJECT: Union Colony West Metropolitan District Nos. 1 – 8

LOCATION: Northwest Corner of W. 10th Street and 83rd Avenue

APPLICANT: Larry Buckendorf and Adam Bliven, on behalf of Union Colony West Investments, LLC

CASE PLANNER: Jeffrey Woeber, Planner III

CITY COUNCIL PUBLIC HEARING DATE: October 1, 2024

CITY COUNCIL FUNCTION:

Review the proposal for compliance with Title 24, Chapter 12 of the City of Greeley Municipal Code and approve, approve with conditions, or deny the request.

EXECUTIVE SUMMARY

The City of Greeley is considering a request for the approval of a Colorado Revised Statutes Title 32 Special District Service Plan and related Intergovernmental Agreement (IGA) precedent to formation of eight metropolitan districts, under a consolidated service plan that would provide for public improvements including on and offsite streets, roadway, storm drainage, water and sanitary sewer, landscaping and park and recreation improvements. The metropolitan district property totals an area of 161.08 acres and is proposed for residential, commercial and mixed-use development. This item requires a public hearing and noticing in accordance with the requirements of C.R.S §32-1-204.

The applicant has provided a Capital Plan (see Exhibit D of attached Service Plan) as an element of the Service Plan that indicates the anticipated costs of the public improvements. According to the Capital Plan, the current estimated cost of Public Improvements is approximately \$62,877,388. The applicant is requesting an aggregate maximum amount of debt that the districts could issue in the amount of \$69,165,127 (which is approximately 110% of the current estimated costs of public infrastructure for the Districts).

The districts would provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of Public Improvements from proceeds of Debt to be issued by the Districts. Debt would be repaid by ad valorem property taxes and District Facility Fees.

As proposed, the Service Plan includes a Maximum Mill Levy of sixty-five (65) mills for residential and commercial property. The maximum time period for the Debt Mill Levy for residential Districts is forty (40) years.

The proposed district may also collect a one-time “District Facility Fee” for capital improvements. The fee would be collected prior to issuance of a building permit, and cannot exceed the following limits:

- \$2,500.00 per single-family detached residential unit
- \$2,500.00 per single-family attached or multi-family residential unit
- \$1.00 per square foot for structures other than single-family or multi-family residential
- There is provision to increase the Facility Fee as an inflation adjustment, based on the Consumer Price Index for Greeley

Per Section 24-1201 of the City of Greeley Municipal Code, the City Council finds that the determination of whether to use districts to provide for development of capital facilities and incurring of debt to finance such facilities is purely a matter of local concern and shall determine the merits of allowing the formation of a district for development of municipal infrastructure to allow a district on a case-by-case basis.

Please see attached memorandum with a narrative from the applicant’s representative as well as the Consolidated Service Plan for more detailed information on the proposed Metropolitan Districts.

A required Intergovernmental Agreement is attached to the Service Plan document as Exhibit H and is discussed in detail within the Service Plan Section X., page 16.

A. REQUEST

Approval of a Consolidated Service Plan for the Union Colony West Metropolitan District Nos. 1 – 8 and a resolution approving the related Intergovernmental Agreement between the City of Greeley and the Union Colony West Metropolitan District Nos. 1 – 8.

B. STAFF RECOMMENDATION

Approval of the proposed Service Plan and IGA as presented.

C. LOCATION

Abutting Zoning

North: Weld County A (Agricultural)

South: R-H (Residential High Density) and C-H (Commercial High Intensity)

East: R-L (Residential Low Intensity) and Weld County A (Agricultural)

West: PUD (Planned Unit Development)

Abutting Land Uses

North: Agricultural, with associated residence

South: Highway 34, multi-family residential, oil and gas

East: Undeveloped, oil and gas

West: Agricultural, undeveloped

Site Characteristics:

The site is undeveloped agricultural land.

D. BACKGROUND

An Annexation and Planned Unit Development (PUD) was approved for the subject property in 2022 (ANX2022-0007, Schneider Farms PUD2022-0006). The site has been primarily used for dryland farming.

E. PURPOSE OF A METROPOLITAN DISTRICT

Metropolitan districts can provide a funding mechanism for public infrastructure and amenities that may otherwise not be feasible given the restrictions of “TABOR” (Taxpayers Bill of Rights) laws. TABOR limits the amount of revenue that can be collected and retained by local governments with all tax increases requiring approval by voters in a ballot initiative process.

TABOR also sets a new revenue limit each year for local governments based on inflation rates and local growth. Any revenue collected that exceeds these limits must be returned to the citizens. These restrictions may cause a municipality issues with funding growth and to finance public improvements, such as large-scale infrastructure projects. These constraints have given rise to the creation of metropolitan districts.

A metropolitan district is an independent unit of local government typically formed by developers, created to finance, construct and maintain public improvements related to a development. State statutes enable the formation of the districts under C.R.S. Title 32, Special District Act. Districts have the ability to levy ad valorem property taxes, charge fees, and also have condemnation authority. Districts can be formed to finance the costs of needed infrastructure construction among other improvements. Bonds are issued, then repaid through an additional property tax by the metropolitan district on individual property owners within the district, typically at a mill levy not to exceed 70 mills. This proposal has a max mill levy of 65 mills.

Metropolitan Districts have become a popular financing tool for infrastructure development within many municipalities and have been used for most new larger development proposals throughout most of Northern Colorado. Rather than securing a bank loan to finance infrastructure with recovery of the capital outlay from the sale and development of the property, a metro district shifts the development costs to the owner of the developed property via an additional property tax mill levy of which has a typical expiration of 30-40 years.

It should be noted that due to metro districts’ ability to levy higher property taxes in order to repay bonds, the result may be higher long-term costs for owners than those not subject to a metropolitan district.

F. ELIGIBLE IMPROVEMENTS

Special districts in general can provide a funding mechanism for a variety of public improvements including, but not limited to the following: street improvements, parks and recreation improvements, water improvements, sanitary sewer, storm sewer (drainage) improvements, transportation improvements, libraries, schools, public art, landscaping improvements, and ongoing maintenance. Metropolitan districts are a subset of special districts and can provide only a limited set of services and improvements.

The Union Colony West Metropolitan Districts, if approved, would provide the funding for public improvements including on and offsite streets, roadway, storm drainage, water and sanitary sewer, landscaping and park and recreation improvements.

G. HISTORY OF METROPOLITAN DISTRICTS IN GREELEY

In April of 2007, City Council adopted an ordinance creating Chapter 13.50 (Currently Title 24, Chapter 12) of the Greeley Municipal Code creating requirements for metropolitan districts. The City Council adopted the ordinance, in part, to provide a policy base from which to offer consistent guidance to developers who inquire about this type of financing tool in Greeley. Existing metropolitan districts within the City of Greeley include Promontory (aka Tri-Pointe), Lake Bluff, Northridge Estates, Triple Creek, Westgate, Cobblestone, City Center West, The Cache, Poudre Heights and Delantero.

Once a local government approves a Service Plan, the newly formed metropolitan district remains independent as a quasi-governmental entity. However, if the district proposes to amend the scope of the plan (e.g., add land not otherwise noted, change mill limits, make material changes to the terms), then the City Council would again review a revised Service Plan for approval or denial.

H. LAND USE

Development Plan

The Union Colony West Metropolitan Districts are within the Schneider Farm Planned Unit Development (PUD). A Site Summary for the approved PUD provides a breakdown of the Planning Areas (PA- 1 through PA-6):

Site Summary					
Area	Use	Acres	Dwelling Units	Density/FAR	% of Acreage
PA-1	Single-Family	30.0	149	5.0	17.6%
PA-2	Single-Family	62.0	309	5.0	36.3%
PA-3	Parks & Open Space	21.6	0	0.0	12.7%
PA-4	Multi-Family	24.3	729	30.0	14.3%
PA-5	Commercial	17.8	---	0.5	10.4%
PA-6	Multi-Family	15.0	299	20.0	8.8%
TOTAL		170.6			100.0%

I. SERVICE PLAN CRITERIA FOR APPROVAL (Chapter 12, Section 24-1217) MUNICIPAL CODE COMPLIANCE

The City's Metropolitan District Ordinance calls for the City Council to consider a proposed Service Plan against the following provisions and determine whether or not the Plan meets the required criteria in granting approval. These plan elements were reviewed by City staff and the application was revised by the applicant to address staff questions and concerns, resulting in the version provided to City Council for review and final approval.

- a. **There is a sufficient existing and projected need for organized service in the area to be serviced by the proposed Districts;**

Staff comment: To achieve an orderly and planned development of the proposed development on what is currently undeveloped land, there would need to be coordinated installation of site

infrastructure, as well as platting to assure cross access, drainage conveyance, perimeter landscaping, and other related site improvements. The Metropolitan District Service Plan provides an option for filling these needs.

The Service Plan complies with this criterion.

b. The existing service in the area to be served by the proposed District is inadequate for present and projected needs;

Staff comment: Presently, the properties lie in an area that is underserved by the City's public facilities, including those for water and wastewater, storm water, access and parks.

It would be unlikely for the City to extend services to the area in the near future without the metropolitan districts and associated service plans. Given that, existing services would not be adequate to support the development of the properties within the metropolitan district areas as planned and proposed by the approved PUD Plan, and developing the site would be considerably more constrained and difficult.

The applicant's Service Plan provides the ability to extend necessary services, and would also provide improvements to roadways, storm drainage, non-potable water, and amenities including parks and open space.

As part of the Districts' Capital Plans, extension and upgrades to infrastructure and necessary services and capacity would be possible through the Metropolitan Districts.

The Service Plan complies with this criterion.

c. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries;

Staff comment: Included in the Service Plan is an engineer's cost estimate of the infrastructure installation requirements that demonstrates that the districts would be capable of providing economical and sufficient services to the area within the boundaries of the Service Area (Capital Plan and Engineer's Certificate). The district, as proposed, would have the financing capacity to finance the necessary public facilities improvements thorough the issuance of bonds, along with collecting facility fees.

Planning staff, the City Finance Department, the City Attorney's Office, as well as the City's Special Counsel for Metropolitan Districts, have reviewed the Service Plan and have concluded that it is realistic in terms of potential build-out, construction timeframes, and debt load. As proposed, the Service Plan includes a debt mill levy limited to a maximum of 65 mills, to provide funding for sufficient and economical service within the Metropolitan Districts' boundaries.

The Service Plan complies with this criterion.

- d. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;**

Staff comment: Within the Service Plan, the applicant has proposed that the debt mill levy shall not exceed 65 mills. As a result, the expected revenue calculation to retire the proposed debt service appears to be within realistic means. The Service Plan's Financial Plan, under Section VI. A. states, "The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues."

Debt that would be permitted to be issued is supported by a Financial Plan from Piper and Sandler and Co., attached to the Service Plan as Exhibit F. Bond issuance would be based on and supported by development and assessed valuation sufficient to discharge the proposed debt of the Districts. City approval is needed for any debt issuance in excess of the amount modeled in Exhibit F (\$69,165,127).

The Service Plan, under Section VI. F. Security for Debt provides protection for the City of Greeley, where no City revenue, property or other assets may be pledged as security for any District indebtedness. The Service Plan is not to be construed as a guarantee by the City for payment of the Districts' obligations, with no liability or responsibility for payment by the City in the event of any default by the Districts.

The Service Plan complies with this criterion.

- e. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing Districts within a reasonable time and on a comparable basis;**

Staff comment: As noted in section b. above, the City's infrastructure is adjacent to the proposed development but has not been extended to serve the proposed Metropolitan District property. The obligation to complete infrastructure internally as necessary for the further development of the site rests exclusively with the developer(s). No other entity is currently available to meet the internal infrastructure obligations besides the developer(s).

The Service Plan complies with this criterion.

- f. The facility and service standards of the proposed Districts are compatible with the facility and service standards of the City;**

Staff comment: The development is obligated to construct all infrastructure consistent with Greeley Municipal and Development Code standards and will, therefore, be compatible with the surrounding existing municipal systems and services.

The Service Plan complies with this criterion.

g. The proposal is in substantial compliance with the City’s Comprehensive Plan;

Staff comment: The Schneider Farm PUD that is approved for the Metropolitan Districts went through a review and approval process relatively recently, and a key review criterion for PUD approval was compliance with the City’s Imagine Greeley Comprehensive Plan. The staff review for the Schneider Farm PUD points to the site complying with the recommendations of the Plan’s Land Use Guidance Map, which categorizes the site as “Mixed Use Neighborhood.” The staff review details the PUD’s compliance with various recommended objectives in the plan, including supporting walkability and bike-ability, supporting a healthy, active living environment, supporting mixed use and transit supportive development, and promoting neighborhood centers.

The Service Plan complies with this criterion.

h. The proposal is in substantial compliance with the county, regional or state long-range water quality management plans and wastewater plans for the area;

Staff comment: It is unlikely the Service Plan would negatively impact any county, regional, or state long range water quality management plans or wastewater plans for the area. Development would be required to comply with any applicable water quality or wastewater plan. The City would not support any development not in substantial compliance with such plans.

The Service Plan complies with this criterion.

i. The creation of the District will be in the best interests of the area proposed to be served;

Staff comment: The area requires installation of infrastructure at municipal levels in order to be developed. The applicant potentially has the option to arrange traditional bank financing to complete the necessary improvements, but it would require significant up-front financing for the developer, which may delay of development of this area.

City Council has authorized the use of metropolitan districts as an alternative financial tool for the installation of such infrastructure, which includes a number of safeguards and disclosures to purchasers of land within the district regarding the additional property tax burden assumed by property owners therein. The creation of the districts may be the most expedient tool to facilitate development of the area, though at a higher tax rate for future residents.

The Service Plan complies with this criterion.

- j. The creation of the districts will be in the best interests of the residents or future residents of the area proposed to be served;**

Staff comment: The metropolitan district financing essentially shifts the cost of infrastructure from that recovered in the initial cost of a lot to that paid for by bonds assumed in the tax burden borne by the purchaser for up to 40 years.

Both traditional financing and a metropolitan district are incorporated into the cost of owning the property: one via private financing, the other in the form of an additional tax. It should be considered that when paid for via private financing, the initial lot purchase cost is stagnant with purchase price and interest rate, if financed. With an additional tax, it is based off the assessed commercial value, which may fluctuate over the course of ownership and the additional tax in affect after private financing is paid off resulting in higher carrying costs. The particulars of metropolitan district financing must be disclosed to purchasers and there is a cap of 65 mills that a property owner is obligated for. Consistent with a City Code requirement, the Service Plan contains a requirement under Section IX, where the Districts must provide a notice for each property that is purchased within the District boundaries. This ensures that any purchaser is aware of the additional tax burden.

The Service Plan complies with this criterion.

- k. The proposed Service Plan is in substantial compliance with this chapter (Municipal Code, Chapter 12); and**

Staff comment: The proposed Service Plan is in substantial compliance with this chapter.

The Service Plan complies with this criterion.

- l. The creation of the Districts will not foster urban development that is remote from or incapable of being integrated with existing urban areas or place a burden on the City or adjacent jurisdictions to provide urban services to residents of the proposed Districts.**

Staff comment: As proposed, the district would be authorized to provide statutorily authorized public infrastructure to an area zoned for urban-scale development. The development and urban services in this area have been reviewed thoroughly in the PUD review and approval process. The various review agencies involved in the PUD review find the proposed development is acceptable and capable of being integrated with existing urban areas in this part of the Greeley without burdening the City or adjacent jurisdictions.

The Service Plan complies with this criterion.

J. PUBLIC NOTICE AND COMMENT

Pursuant to Section 24-1209 of the City of Greeley's Municipal Code, written notice shall be sent to each special district located within the proposed district's boundary. The purpose of the notice is to afford the special districts the opportunity to provide comment about the proposed district and any adverse impacts, including the district's proposed financing and

mill levy, which the existing special district anticipates may arise from the district due to its anticipated development and its proposed location. No comments have been received at the time of writing this report.

Pursuant to C.R.S. §32-1-204, the metropolitan district was noticed by the applicant to all the petitioners, service districts, and jurisdictions within a three-mile radius. Staff has an Affidavit of Public on file. Notices were sent to the following:

AIMS Junior College
Cache Metro District Nos. 1 – 8
City Center West Res. MD
City Center West Comm. MD
City Center West Res. MD #2
Clearview Library District
Cobblestone Metro District Nos. 1 – 4
Eaton Area Park and Recreation District
Eaton Fire Protection District
City of Evans
Front Range Fire Rescue FPD
Great Western MD Nos. 1 – 7
City of Greeley
High Plains Library District
Lake Bluff MD Nos. 1 – 3
Little Thompson Water District
Milliken Fire District
North Weld County Water
Northridge Estates MD Nos. 1 – 3
Poudre Heights Metro District Nos. 1 – 5
Greeley 6 School District
Eaton RE-2 School District
Windsor RE-4 School District
Johnstown-Milliken RE-5J School District
Thompson Rivers Park and Rec District
Triple Creek Metro District Nos. 1 – 2
Tri-Pointe Res. Metro District
Tri-Pointe Comm. Metro District
Two Rivers Marketplace Metro District
Weld County
West Greeley Conservation District
Western Hills Fire Protection District
Westgate Metro District Nos. 1 – 4
Town of Windsor
Windsor-Severance Fire Protection District

K. CITY COUNCIL RECOMMENDED MOTIONS

Based on the application received and the preceding analysis, the City Council finds that the request for the approval of a Colorado Revised Statutes Title 32 Special District Service Plan for Union Colony West Metropolitan District Nos. 1 – 8 is in conformance with the City of Greeley’s Municipal Code Title 24, Chapter 12. Metropolitan Districts; and therefore, approves the request.

A motion to adopt the Resolution approving the Intergovernmental Agreement between the City of Greeley and Union Colony West Metropolitan District Nos. 1 – 8 regarding the Service Plan for the District.

L. ATTACHMENTS

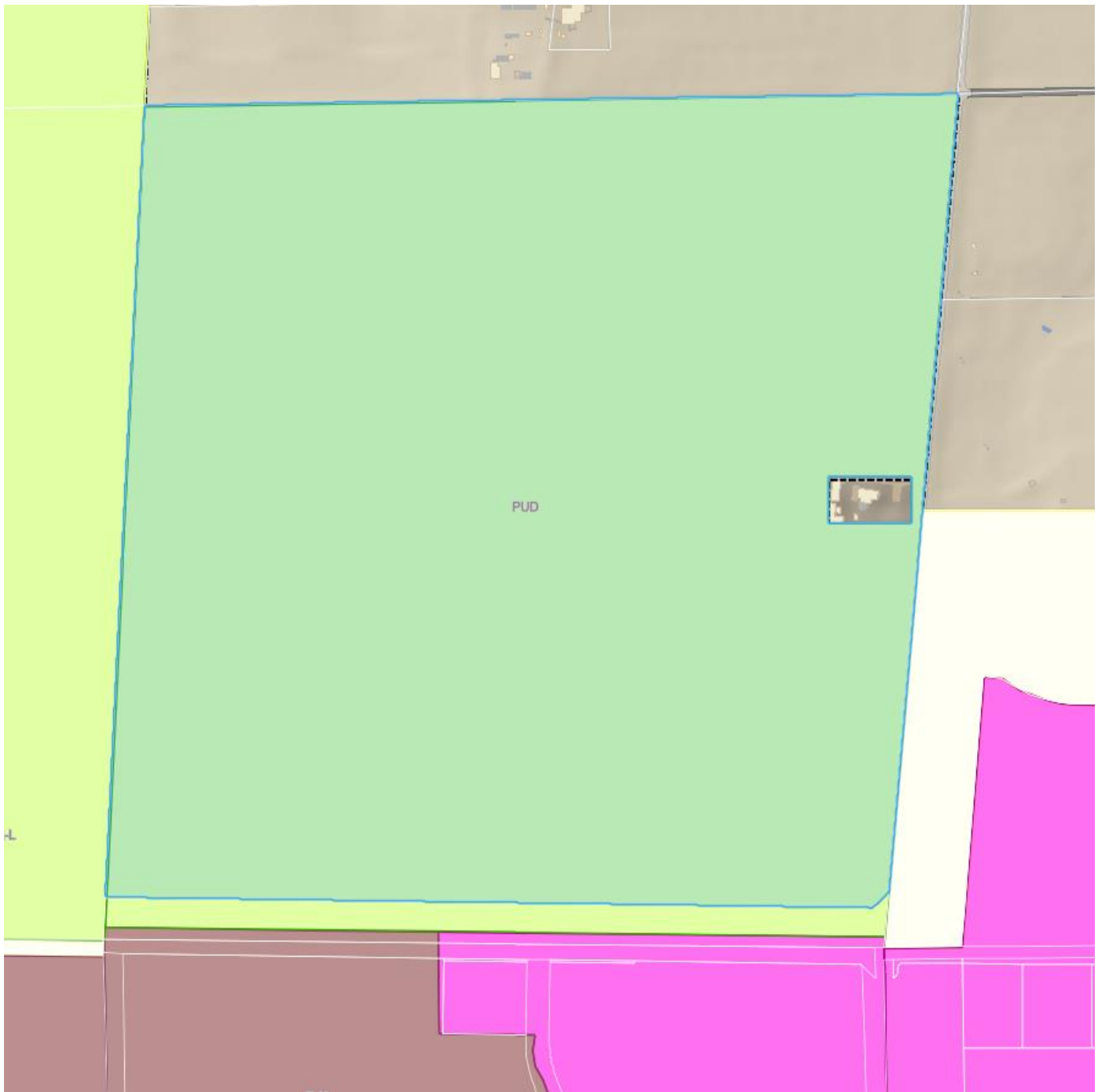
Zoning/Vicinity Map

Union Colony West Metropolitan District Nos. 1 – 8 Memorandum

Union Colony West Metropolitan District Nos. 1 – 8 Service Plan

Resolution of Approval

Zoning, Union Colony West Metropolitan District Nos. 1 – 8



Zoning

ZONING

- Conservation District (C-D)
- Commercial Low Intensity (C-L)
- Commercial High Intensity (C-H)
- Holding Agriculture (H-A)
- Industrial Low Intensity (I-L)
- Industrial Medium Intensity (I-M)
- Industrial High Intensity (I-H)
- Mixed Use High Intensity (MU-H)
- Planned Unit Development (PUD)
- Residential Estate (R-E)
- Residential Low Density (R-L)
- Residential Medium Density (R-M)
- Residential High Density (R-H)
- Residential Mobile Home (RMH)
- others



**CONSOLIDATED SERVICE PLAN
FOR**

**UNION COLONY WEST METROPOLITAN DISTRICT NO. 1
UNION COLONY WEST METROPOLITAN DISTRICT NO. 2
UNION COLONY WEST METROPOLITAN DISTRICT NO. 3
UNION COLONY WEST METROPOLITAN DISTRICT NO. 4
UNION COLONY WEST METROPOLITAN DISTRICT NO. 5
UNION COLONY WEST METROPOLITAN DISTRICT NO. 6
UNION COLONY WEST METROPOLITAN DISTRICT NO. 7
UNION COLONY WEST METROPOLITAN DISTRICT NO. 8**

CITY OF GREELEY, COLORADO

Prepared

by

**SPENCER FANE LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203-4554**

**Submitted March 8, 2024
Revised and Resubmitted June 14, 2024
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LIST OF EXHIBITS

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EXHIBIT C-1	District Boundary Map
EXHIBIT C-2	Proof of Ownership and Consents for all Properties within the District
EXHIBIT D	Capital Plan and Engineer's Certificate
EXHIBIT E	Map Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Indemnification Letters
EXHIBIT H	Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. The Districts shall strictly comply with the Municipal Code and the Intergovernmental Agreement. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants, taxpayers of the Districts, and the general public. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts are also being created to provide ongoing operations and maintenance services as specifically set forth in this Service Plan and as may be stated in any applicable Intergovernmental Agreement.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economical manner possible.

C. Objective of the City Regarding Districts' Service Plan.

The City's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by *ad valorem* property taxes and District Facility Fees imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for Residential Districts and at a tax mill levy no higher than the Maximum Debt Mill Levy. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the Districts is to provide for the Public Improvements associated with the Project, including those regional improvements necessitated by the Project. The Districts shall be authorized to and will operate and maintain all of the Public Improvements at a level equal to or greater than City standards, unless such authorization is specifically limited in the Intergovernmental Agreement.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an intergovernmental agreement

with the City, to retain only the power necessary to impose and collect taxes or fees to pay for these costs.

It is a requirement of this Service Plan that all property classified as “residential” shall be located in a Residential District, and that all property classified as “commercial” shall be located within the boundaries of the Commercial District. Mixed uses, as defined by the Municipal Code, shall be classified as “commercial” and shall be located only within the boundaries of the Commercial District. For purposes of this distinction “commercial property” shall mean all property other than “residential property” as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution. The goal of this distinction is to have similarly situated properties governed by common interests. As such, no commercial property shall be located in a Residential District, and no residential property, other than mixed uses, shall be located in a Commercial District. The foregoing shall not prohibit the Residential and Commercial Districts from sharing the costs of Public Improvement in compliance with the provisions of this Service Plan and applicable law.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy. It is the intent of this Service Plan to assure to the extent possible that no property in the Districts bears an economic burden that is greater in amount than that associated with the Maximum Debt Mill Levy, and that no property in a Residential District bears an economic burden that is longer in duration than that associated with the Maximum Debt Mill Levy Imposition Term in duration, even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters and the financing capacity of the Districts are not costs to be paid by the Districts. Costs of required Public Improvements that cannot be financed by the Districts are expected to be financed by the developer of the Project.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the City (including but not limited to approval of a final plat, development plat or site plan by the City planning commission or by the City Council) identifying, among other things, the Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the Municipal Code and as amended pursuant to the Municipal Code from time to time. An Approved Development Plan does not include any plan, process or approval denoted as preliminary under the Municipal Code.

Board: means the board of directors of one District or the boards of directors of all Districts, in the aggregate, as the context may require.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy.

Capital Plan: means the Capital Plan described in Section V.B., which includes: (a) a comprehensive list of the Public Improvements to be developed by the Districts; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

City: means the City of Greeley, Colorado.

City Council: means the City Council of the City of Greeley, Colorado.

Commercial District: means the Union Colony West Metropolitan District No. 7.

District: means any one of the Union Colony West Metropolitan District No. 1 through No. 8.

District No. 1: means the Union Colony West Metropolitan District No. 1

District No. 2: means the Union Colony West Metropolitan District No. 2.

District No. 3: means the Union Colony West Metropolitan District No. 3.

District No. 4: means the Union Colony West Metropolitan District No. 4.

District No. 5: means the Union Colony West Metropolitan District No. 5.

District No. 6: means the Union Colony West Metropolitan District No. 6.

District No. 7: means the Union Colony West Metropolitan District No. 7.

District No. 8: means the Union Colony West Metropolitan District No. 8.

Districts: means District No. 1, District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, and District No. 8, collectively.

District Facility Fee: means the one-time development or system development fee imposed by the Districts on a per-unit (*residential*) or per square-foot (*non-residential*) basis at or prior to the issuance of a building permit for the unit or structure to assist with the planning and development of the Public Improvements, subject to the limitations set forth in Section VI.E. of the Service Plan. The District Facility Fee may be used to finance, plan, acquire, and construct the Public Improvements, and pay debt service.

Financial Plan: means the Financial Plan described in Section VI which describes (a) how the Public Improvements are to be financed; (b) the total amount of Debt anticipated to be issued by the Districts based on estimated buildout projections; (c) the estimated operating revenue and expenses for the Districts for the term of the Debt; (d) the estimated debt service revenue sources and payment requirements on all Debt anticipated to be issued by the Districts; and (e) the assumptions regarding all such information.

District Boundaries: means the map attached hereto as **Exhibit C-1** depicting the boundaries of the Districts and legally described in Exhibit A.

District Boundaries Map: means the map attached hereto as **Exhibit C-1** depicting the boundaries of the Districts.

Intergovernmental Agreement: means the intergovernmental agreement required by Municipal Code section 13.50.170(5), and attached hereto as **Exhibit H**.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E** showing the location(s) of the Public Improvements listed in the Capital Plan.

Maximum Aggregate Mill Levy: means the maximum aggregate mill levy each District is permitted to impose for the payment of Debt, operations and maintenance, administrative or any other costs, which shall not exceed 65 mills subject to adjustment as set forth in Section VI.C.1 below.

Maximum Debt Mill Levy: means the maximum mill levy each District is permitted to impose for payment of Debt, as set forth in Section VI.C. below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on property within a Residential District as set forth in Section VI.D., below.

Municipal Code: means the City of Greeley Municipal Code, as may be amended and in effect from time to time.

Operating District: means District No. 1.

Privately Placed Debt: means Debt which is sold or placed directly with an investor without being underwritten by an underwriter or an investment banker.

Project: means the development or property commonly referred to as Union Colony West.

Proof of Ownership: means a current title commitment showing ownership and all encumbrances on all properties within the District Boundaries, or other documentation acceptable to the City Attorney.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped as part of an Approved Development Plan and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Boards of the Districts.

Residential District: means any one of the Union Colony West Metropolitan District No. 2, No. 3, No. 4, No. 5, No. 6, or No. 8.

Residential Districts: means District Nos. 2, 3, 4, 5, 6 and 8, collectively.

Service Area: means the property within the District Boundaries Map.

Service Plan: means this service plan for the Districts approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with Title 24, Chapter 12 of the Municipal Code and the applicable state law.

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxing Districts: means District Nos. 2-8.

III. BOUNDARIES

The area of the District Boundaries includes approximately 161.08 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A map of the District Boundaries is attached hereto as **Exhibit C-1**. Proof of Ownership and consent of the owner to the organization of the District for all properties within the District Boundaries is attached hereto as **Exhibit C-2**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the boundaries of a District may change from time to time as the Project is developed and as a District may undergo inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 161.08 acres of unimproved land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this Service Plan and, at build-out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the District at build-out is estimated to be approximately 3,000 persons (350 single-family residential units and 850 multi-family units x 2.5 persons per residential unit). The commercial District is estimated to contain 348,000 square feet of commercial property for development.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of development within the Project is as contained within an Approved Development Plan.

Approval of this Service Plan by the City in no way releases or relieves the developer of the Project, or the landowner or any subdivider of the Project property, or any of their respective successors or assigns, of obligations to construct public improvements for the Project or of obligations to provide to the City such financial guarantees as may be required by the City to ensure the completion of the Public Improvements, or of any other obligations to the City under

the Municipal Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in this Service Plan and the Intergovernmental Agreement.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall maintain the Public Improvements in a manner consistent with the Approved Development Plan, other rules and regulations of the City, and applicable provisions of the Municipal Code, all as directed by the City. The City may consider whether to accept dedication of Public Improvements to the City upon 50% build-out of the development of each phase of the Project as identified in the Approved Development Plan. The Districts shall be authorized to and will operate and maintain all of the Public Improvements at a level equal to or greater than City standards, unless such authorization is specifically limited in the Intergovernmental Agreement.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided for use by City-authorized franchise operators pursuant to an intergovernmental agreement with the City.

4. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of federal and state governmental entities having proper jurisdiction and of those special districts that qualify as “interested persons” under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Additionally, the Districts will permit City inspectors to inspect the infrastructure during construction.

5. Covenant Enforcement and Design Review. The Districts shall have the power and authority to provide covenant enforcement and design review services subject to the

limitations set forth in C.R.S. § 32-1-1004(8), as it may be amended from time to time, which addresses covenant enforcement and design review services as additional powers of a metropolitan district under certain circumstances.

6. Property Acquisition Limitation; Transfer Requirement. The Districts shall not exercise any power of eminent domain without the prior written consent of the City. If the City decides the proposed improvement is needed, at the time of dedication the Districts shall at no expense to the City, transfer to the City all rights-of-way, fee interests and easements that the City determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the City through such Development Plan process.

7. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, the Districts shall obtain the certification by the issuing District's Investment Banker for such Debt substantially as follows:

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

8. Inclusion and Exclusion Limitations. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City Council. Each District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

9. Initial Debt Limitation. On or before the effective date of approval of an Approved Development Plan, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose or collect any fees or revenues from any other source for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of \$69,165,127 total aggregate principal amount (which represents approximately 110% of the current estimated costs of public infrastructure for the Districts). The Districts acknowledge and agree that such Total Debt Issuance Limitation applies to any Debt issued by one or more of the Districts, including but not limited to any Debt issued by any one or more District and secured in whole or in part by payment of *ad valorem* property tax revenues raised by such the issuing District or by any one or more of the other Districts, or both. Any Developer advances shall be counted against the Total Debt Issuance Limitation.

11. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the City is eligible to apply for, except only after review and approval by the City Council of the application for said funds as may be specifically authorized in an intergovernmental agreement with the City pursuant to Section 24-1207 of the Municipal Code. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the Districts without any limitation.

12. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with any other Title 32 district, whether one of Districts or otherwise, without the prior written consent of the City.

13. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the total debt issuance limitation, and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

14. Revenue Bond Limitation. The Districts shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any revenue bonds, the Districts proposing to issue such revenue bonds shall submit all relevant details of such issuance to the City Council, which may elect to treat the issuance of revenue bonds as a material modification of the Service Plan. If the City Council determines that the issuance of revenue bonds constitutes a material modification of the Service Plan, the Districts shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds.

15. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the

Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

Each District is an independent unit of local government, separate and distinct from the City, and its activities are subject to review by the City only insofar as they may deviate in a material manner from the requirements of the Service Plan, the Municipal Code, or the Intergovernmental Agreement. One District may amend this Service Plan without the permission or consent of the remaining Districts, to the extent that the Service Plan amendment affects only that District initiating the statutory amendment process. However, actions of the Districts which: (1) violate the limitations set forth in Sections V.A.1-14 above; (2) violate the limitations set forth in Section VI.B.; (3) constitute a material modification of the Service Plan; or (4) constitutes a failure to comply with the Intergovernmental Agreement or other agreement with the City, which non-compliance has not been waived in writing by the City, shall be deemed to be a material modification to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such action(s) of the Districts.

Any City approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a “material modification” of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the City Council, such City approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto.

B. Capital Plan.

The Districts shall have the authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. A Capital Plan, including: (1) a comprehensive list of the Public Improvements to be developed by the Districts; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer’s opinion and that such estimates were prepared based upon City construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development is attached hereto as **Exhibit D**. A map depicting the Public Improvements is attached hereto as **Exhibit E**. As shown in the Capital Plan, the current estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the Districts is approximately \$62,877,388. Costs of required Public Improvements that cannot be financed by the Districts within the parameters of this Service Plan and the financial capability of the Districts are expected to be financed by the developer of the Project.

The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in their reasonable discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of City standards and the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the City's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in **Exhibit D** assume construction to applicable standards and specifications of the City and state or federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. It is generally anticipated that the Districts will undertake the financing and construction of Public Improvements in sequential order (for example, one District will proceed with initial construction, then another, etc.), share certain Public Improvement costs. The nature of the functions and services to be provided by each District, and the mechanisms by which the Districts may cooperatively fund Public Improvement costs, shall be clarified in an intergovernmental agreement among the Districts. The intergovernmental agreement among the Districts, and all amendments thereto, shall be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of this Service Plan. The foregoing intergovernmental agreement and all amendments thereto, as well as all other intergovernmental agreements and amendments thereto proposed between or among the Districts regarding the subject matter of this Service Plan, shall be subject to review and approval of the City prior to their execution by the Districts.

VI. **FINANCIAL PLAN**

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general *ad valorem* taxes to be imposed upon all taxable property within the Districts. The Districts will also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Project developer and grants. The Districts are also authorized to assess and collect a District Facility Fee as set forth in Section VI.E., below. Unless specifically authorized in the Intergovernmental Agreement, the Districts shall not impose or assess any fees, rates, tolls, penalties, or charges other than the District Facility

Fee without first obtaining City approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

The total Debt that the Districts shall be permitted to issue shall not exceed \$69,165,127 in aggregate principal amount (which represents approximately 110% of the current estimated costs of public infrastructure for the Districts). Debt is permitted to be issued on a schedule and in such year or years as the issuing District determines shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$69,165,127 that the Districts shall be permitted to issue is supported by the Financial Plan prepared by Piper Sandler & Co., attached hereto as **Exhibit F**. Bonds will only be issued by a Residential District and at the time of the Service Plan approval issuance was anticipated to be completed by Districts 2 and 5 but may be issued by different Residential Districts due to market conditions. It is anticipated that bond issuance will occur in two or more tranches and will be based upon and supported by development and assessed valuation sufficient to discharge proposed debt of the District. The projections provided in Exhibit F, estimate the first issuance of bonds anticipated to occur in Years 1-3 and financing public improvements in the first four Districts/phases of the Project and the second issuance anticipated to occur in Year 2-4 with the last four Districts/phases of the Project. The Financial Plan anticipates the issuance of Limited Tax General Obligation Bonds, with any Subordinate Bonds being cash-flow bonds. Such issuances will correspond with and are subject to development and Project needs, and the market will dictate any necessary changes in the speed or any delay in the timing of bond issuances.

City approval is required for any debt issuance in excess of the amounts modeled in Exhibit F and will be based on updated modeling showing the capacity to discharge and additional debt over and above is modeled in Exhibit F. The City may obtain an independent certification at the Districts' sole cost from an independent CPA or other financial consultant of the City's choosing, experienced in advising governmental entities on matters relating to the issuance of securities in Colorado regarding the financial plan and the reasonableness of the projections contained in the financial plan.

Any Developer advances to the Districts count against the total Debt limitation set out in Section V.A.10. and the maximum voted interest rate set out in Section VI.B. Any developer advances shall also include a discharge date that does not extend beyond the forty (40) year Maximum Debt Mill Levy Term set forth in Section VI.D.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt, including Developer advances, is limited to the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed twelve percent (12%). The proposed maximum underwriting discount will be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The Maximum Debt Mill Levy shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt imposed by the District, and shall be determined as follows:

1. The Maximum Debt Mill Levy shall be sixty-five (65) mills less the such number of mills as is or may be imposed by the District for any other purpose such that the Maximum Aggregate Mill Levy is not exceeded; provided that if, on or after January 1, 2024, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement (sometimes referred to as a “assessment ratio adjustment”), the Maximum Aggregate Mill Levy may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the Maximum Aggregate Mill Levy, as adjusted for changes occurring after January 1, 2024, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. All Debt issued by the Districts must be issued in compliance with all requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “**Districts**” as used in this Section shall be deemed to refer to the Districts and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

Nothing herein shall prevent the Districts from covenanting with Debt holders or others to limit the amount of its operations and maintenance mill levy, as long as all district operations and maintenance requirements are met as required by VI.H. below.

D. Maximum Debt Mill Levy Imposition Term for Residential Districts.

No Residential District shall impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are homeowners residing in the District and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. *et seq.*

E. Debt Repayment Sources.

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, in any Residential District, the Maximum Debt Mill Levy Imposition Term.

The Districts may also collect a one-time District Facility Fee for capital improvements, provided that such fee does not exceed the following limits:

1. For each single-family detached residential unit, the District Facility Fee shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00).

2. For each single-family attached or multi-family residential unit, the District Facility Fee shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00).

3. For a structure other than a single-family or multi-family residential structure, the District Facility Fee shall not exceed One Dollar (\$1.00) per square foot of the structure.

4. The District Facility Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Greeley, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2024. The District Facility Fee shall be collected by the Districts prior to issuance of a Building Permit. Unless specifically authorized in the Intergovernmental Agreement, the Districts shall not impose or assess any fees, rates, tolls, penalties, or charges other than the District Facility Fee, as limited above, without first obtaining City approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

F. Security for Debt.

The Districts shall not pledge any revenue, property or other assets of the City as security for any District indebtedness. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

G. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up enterprises or nonprofit entities to manage, fund, construct and operate facilities, services and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the Districts' Boards. The activities of such enterprises and entities shall comply with the provisions of this Service Plan.

H. Districts' Organizational Costs.

The estimated cost of engineering services, legal services and administrative services, in connection with the Districts' organization, are anticipated to be \$100,000, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained, if such maintenance is addressed in the Intergovernmental Agreement. The first year's operating budget is estimated to be \$75,000, which is anticipated to be derived from funding advances by the developer of the Project until such time as the Districts' operating mill levy revenues are sufficient to operate the Districts.

The Districts may impose an operations mill levy as necessary to operate the Districts and for provision of operation and maintenance services to their taxpayers and/or service users at a level equal to or greater than City standards. The authorized mill levy for operations and maintenance activities shall be included within the Maximum Debt Mill Levy.

I. Subdistricts.

The Districts may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S., with the prior approval of the City Council. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the Districts shall notify the City prior to establishing any such subdistrict(s) or area(s) and shall provide the City with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The City Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of the Service Plan.

VII. COMPLIANCE

A. Annual Meeting. Pursuant to Section 32-1-903(6)(a), C.R.S., after residents have taken possession of lots within one of the Residential Districts, each Residential District containing residents shall hold an annual meeting to inform the residents of the activities of the Residential District, including the status of infrastructure projects and outstanding debt.\

B. Annual Report. The Districts shall file an annual report with the City Clerk not later than September 1 of each calendar year, which annual report shall reflect the activities of and financial events of the Districts through the preceding December 31 (the “report year”).

C. Reporting of Significant Events.

The annual report shall include the following:

1. A narrative summary of the progress of the Districts in implementing its Service Plan for the report year;

2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the Districts for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year or a copy of the audit exemption application;

3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the Districts in development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;

4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the Districts at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the Districts in the report year, the total

assessed valuation of all taxable properties within the Districts as of January 1 of the report year and the current mill levy of the Districts pledged to Debt retirement in the report year;

5. A summary of the residential and commercial development in the Districts for the report year;

6. A summary of all fees, charges and assessments imposed by the Districts as of January 1 of the report year;

7. Certification of the Board that no action, event or condition has occurred in the report year, or certification that such event has occurred but that an amendment to the Service Plan that allows such event has been approved by City Council; and

8. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board.

In addition, the Districts shall submit to the City, by January 15 of each year, the Districts' budgets for the then current calendar year.

VIII. DISTRICT INDEMNIFICATION OF THE CITY; DISSOLUTION OF THE DISTRICTS

Upon an independent determination of the City Council and written notice to the Districts that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the District Court for and in Weld County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

There is attached hereto as **Exhibit G** the Project Developer's Indemnification Letter, which is submitted to the City by the Developer as part of this Service Plan. The Districts shall approve and execute the Indemnification Letter at its first Board meeting after its organizational election, in the same form as the Indemnification Letter set forth in **Exhibit G** and shall promptly deliver an executed original to the City.

IX. DISCLOSURES REQUIRED TO PURCHASERS OF PROPERTY WITHIN THE DISTRICTS

The City wants purchasers of property within the Districts to be aware of the additional tax burden to be imposed. The City mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy, the District Facility Fee and the Maximum Debt Mill Levy Imposition Term, as applicable. The City will review the type and timing of the disclosure, which the proponents of the Districts are proposing. The notice shall be recorded against all property within the Districts prior to the Districts' certification of the formation of the Districts to the Colorado Division of Local Government as required by Section 32-1-306, C.R.S and Sec. 24-1208 of the Greeley Municipal Code.

In addition to the above notice and the requirements of Section 24-1208 of the Greeley Municipal Code, the Districts shall annually provide a written disclosure to all landowners within the Districts that describes the tax levies, fees and costs that have been assessed to each property in the Districts as a result of implementation of the Districts' Financial Plan stated in Article VI or this Service Plan. A copy of such disclosure sent to each landowner shall also be forwarded to the City of Greeley to be included in its public records related to the Districts.

X. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit H**. The Districts shall approve and execute the Intergovernmental Agreement at their first Board meeting following their organizational election, in the same form as the Intergovernmental Agreement approved by the City Council and shall promptly deliver an executed original to the City. Failure of the Districts to execute the Intergovernmental Agreement as required herein shall constitute a material modification. The City Council shall approve an intergovernmental agreement at the public hearing approving the Service Plan.

As limited by this Article X, the Districts may enter into an intergovernmental agreement regarding the functions and services to be provided by each District, and the mechanisms to be used by the Districts for the sharing of costs of Public Improvements. Such intergovernmental agreement and all amendments thereto, as well as all other intergovernmental agreements and amendments thereto proposed between or among the Districts regarding the subject matter of this Service Plan, shall be subject to review and comment by the city prior to their execution by the Districts. If entered into by the Districts, the Districts shall cause any intergovernmental agreements to be delivered to the City as soon as practicable upon formation of the Districts. The Districts shall also deliver promptly the Districts' execution fully executed and complete copies of all amendments to such intergovernmental agreement, and of all other intergovernmental agreements and amendments thereto between or among the Districts regarding the subject matter of this Service Plan.

No intergovernmental agreements other than the City Intergovernmental Agreement and the Districts' intergovernmental agreements are anticipated. The Districts shall use all City provided infrastructure services, including but not limited to, water and sewer service, unless the City is unable or unwilling to provide such services. In the event the City is unable or unwilling to provide such services, the, in that event, the Districts may seek such infrastructure services from other providers. Except for such Intergovernmental Agreement with the City, any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review and comment by the City prior to its execution by the Districts.

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the Districts have undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan collectively, "**Material Departure**"), the City may impose any of the sanctions set forth in the Municipal Code, including but not limited to affirmative injunctive relief to require the Districts to act in accordance with the provisions of this Service Plan. Except as it would relate to the sale or refinancing of

bonds, the Districts hereby waive the provisions of Section 32-1-207(3)(b), C.R.S. and agrees it will not rely on such provisions as a bar to the enforcement by the City of any provisions of this Service Plan. The City will provide the Districts with written notice of any Material Departure from the Service Plan. The Districts shall have sixty (60) days to provide the City with written evidence that no Material Departure occurred, which evidence must be reasonably satisfactory to the City or to commence to cure such Material Departure. If the Districts is diligently pursuing the cure of such Material Departure, the City shall not take any action to enjoin the Districts. In the event the Districts fail to complete the cure or take any action to cure the Material Departure, the City may impose any sanctions allowed by municipal code or statute.

XII. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and the Municipal Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts is capable of providing economical and sufficient service to the area within their proposed boundaries; and
4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the Districts are compatible with the facility and service standards of the City.
7. The proposal is in substantial compliance the City's Comprehensive Plan.
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.
9. The creation of the Districts is in the best interests of the area proposed to be served.
10. The creation of the Districts is in the best interests of the residents and future residents of the area proposed to be served.
11. The proposal is in substantial compliance with the Municipal Code.

12. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas and will not place a burden on the City or adjacent jurisdictions to provide urban services to residents of the Districts.

EXHIBIT A
Legal Descriptions

EXHIBIT A
Metropolitan District No. 1

A parcel of land situate in the Southeast Quarter (SE1/4) of Section Six (6), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

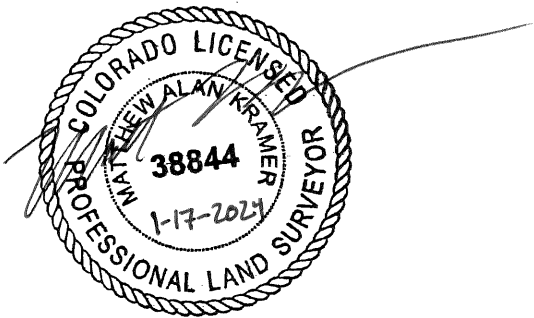
COMMENCING at the East Quarter Corner of said Section 6, monumented by a 2" steel pipe with a 2.5" aluminum cap stamped LS 11989, and assuming the east line of said SE1/4 as bearing North 05°10'08" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2,813.51 feet, monumented at the Southeast Corner by a #6 rebar with a 3.25" aluminum cap stamped LS 25381 and with and with all other bearings contained herein relative thereto;

THENCE South 70°56'39" West a distance of 679.94 feet to the POINT OF BEGINNING;
THENCE South 00°50'01" East a distance of 42.98 feet;
THENCE South 41°35'51" West a distance of 100.67 feet to the beginning point of a curve, non-tangent to the aforesaid line;
THENCE along the arc of a curve concave to the south a distance of 42.72 feet, having a Radius of 76.00 feet, a Delta of 32°12'35" and is subtended by a chord that bears North 64°30'27" West a distance of 42.16 feet;
THENCE North 09°23'15" East a distance of 100.18 feet;
THENCE North 89°09'59" East a distance of 87.94 feet to the POINT OF BEGINNING.

Said described parcel of land contains 8,562 Square Feet or 0.197 Acres, more or less (±).

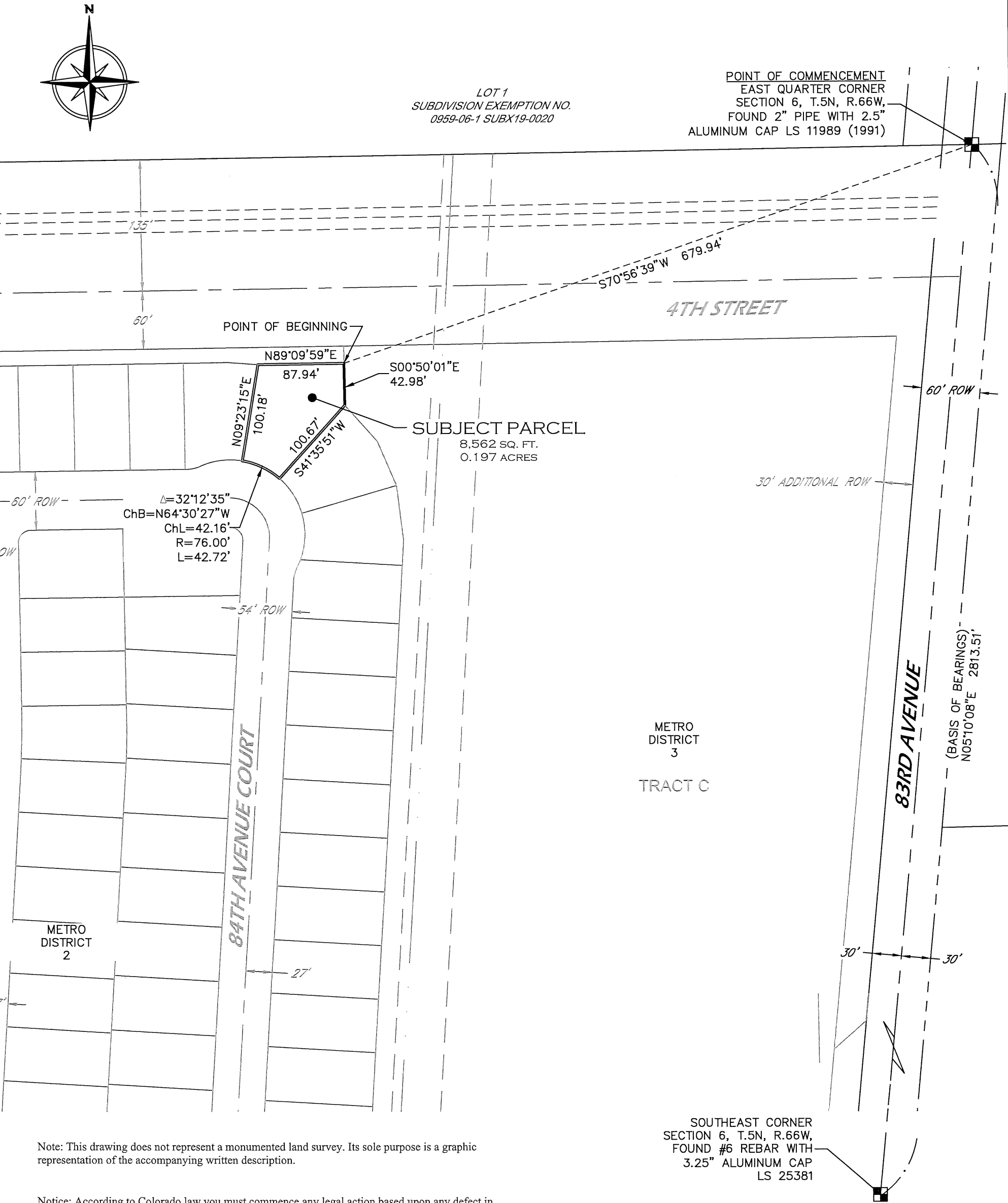
SURVEYORS STATEMENT

I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



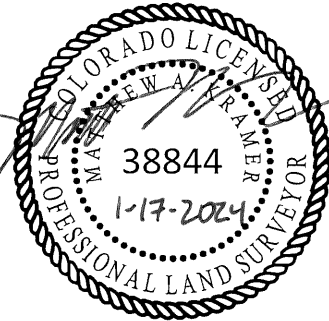
Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



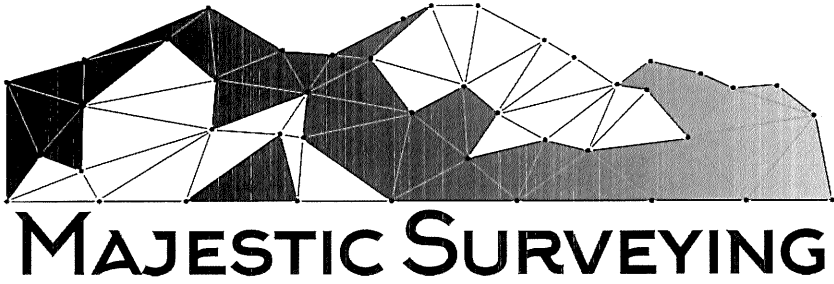


Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC



PROJECT NO: 2022194 CLIENT: JOURNEY
DATE: 1-16-2024 SCALE: 1"=100'

EXHIBIT A
Metropolitan District No. 2

Two parcels of land situate in the Southeast Quarter (SE1/4) of Section Six (6), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 6, monumented by a 2" steel pipe with a 2.5" aluminum cap stamped LS 11989, and assuming the east line of said SE1/4 as bearing North 05°10'08" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2,813.51 feet, monumented at the Southeast Corner by a #6 rebar with a 3.25" aluminum cap stamped LS 25381 and with and with all other bearings contained herein relative thereto;

PARCEL "A"

THENCE South 89°09'59" West, along the north line of the Southeast Quarter, a distance of 30.17 feet to the west Right-of-Way line of 83rd Avenue;

THENCE South 05°10'08" West, along said west line, a distance of 1,252.89 feet to the north line of that parcel described in Joint Tenancy Warranty Deed recorded November 3, 1975, as reception number 1673697 of the records of the Weld County Clerk and Recorder (WCCR);

THENCE South 89°09'59" West, along the north line of said reception number 1673697, a distance of 280.34 feet;

THENCE North 89°30'09" West a distance of 372.21 feet to the POINT OF BEGINNING;

THENCE along the arc of a curve concave to the northwest a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears South 48°18'22" West a distance of 18.38 feet to a Point of Tangency (PT);

THENCE North 86°41'38" West a distance of 442.00 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the northeast a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears North 41°41'38" West a distance of 18.38 feet to a Point of Tangency (PT);

THENCE North 03°18'22" East a distance of 596.18 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the west a distance of 38.37 feet, having a Radius of 531.00 feet, a Delta of 04°08'23" and is subtended by a chord that bears North 01°14'10" East a distance of 38.36 feet to a Point of Tangency (PT);

THENCE North 00°50'01" West a distance of 178.63 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the southeast a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears North 44°09'59" East a distance of 18.38 feet to a Point of Tangency (PT);

THENCE North 89°09'59" East a distance of 457.51 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the southwest a distance of 21.36 feet, having a Radius of 13.00 feet, a Delta of 94°08'23" and is subtended by a chord that bears South 43°45'50" East a distance of 19.04 feet to a Point of Tangency (PT);

THENCE South 03°18'22" West a distance of 846.64 feet to the POINT OF BEGINNING.

TOGETHER WITH

PARCEL "B"

COMMENCING at aforementioned East Quarter Corner of said Section 6;
THENCE South 89°09'59" West, along the north line of the Southeast Quarter, a distance of 30.17 feet to the west Right-of-Way line of 83rd Avenue;
THENCE South 71°35'32" West a distance of 645.82 feet to the POINT OF BEGINNING;
THENCE South 00°50'01" East a distance of 17.62 feet;
THENCE South 89°09'59" West a distance of 87.94 feet;
THENCE North 85°53'01" West a distance of 30.37 feet;
THENCE South 89°09'59" West a distance of 328.06 feet;
THENCE North 00°50'01" West a distance of 15.00 feet;
THENCE North 89°09'59" East a distance of 446.26 feet to the POINT OF BEGINNING.

ALSO KNOWN AS:

Outlot "G", Union Colony West Subdivision, as recorded May 31, 2024, as Reception No. 4963341 of the records of the Weld County Clerk and Recorder, City of Greeley, County of Weld, State of Colorado.

Said described parcels of land contain 409,352 Square Feet or 9.398 Acres, more or less (±).

SURVEYORS STATEMENT

I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



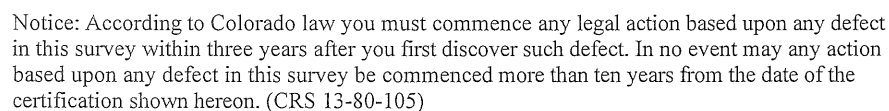
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EXHIBIT A
Metropolitan District No. 3

Two parcels of land situate in the Southeast Quarter (SE1/4) of Section Six (6), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 6, monumented by a 2" steel pipe with a 2.5" aluminum cap stamped LS 11989, and assuming the east line of said SE1/4 as bearing North 05°10'08" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2,813.51 feet, monumented at the Southeast Corner by a #6 rebar with a 3.25" aluminum cap stamped LS 25381 and with and with all other bearings contained herein relative thereto;

PARCEL "A"

THENCE South 89°09'59" West, along the north line of the Southeast Quarter, a distance of 30.17 feet to the west Right-of-Way line of 83rd Avenue;
THENCE South 71°52'57" West a distance of 1,319.40 feet to the POINT OF BEGINNING;
THENCE South 00°50'01" East a distance of 178.63 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the west a distance of 34.46 feet, having a Radius of 477.00 feet, a Delta of 04°08'23" and is subtended by a chord that bears South 01°14'10" West a distance of 34.46 feet to a Point of Tangency (PT);
THENCE South 03°18'22" West a distance of 1,194.46 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the northwest a distance of 20.32 feet, having a Radius of 13.00 feet, a Delta of 89°34'12" and is subtended by a chord that bears South 48°05'27" West a distance of 18.32 feet to a Point of Tangency (PT);
THENCE North 87°07'27" West a distance of 174.00 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the northeast a distance of 20.52 feet, having a Radius of 13.00 feet, a Delta of 90°25'48" and is subtended by a chord that bears North 41°54'33" West a distance of 18.45 feet to a Point of Tangency (PT);
THENCE North 03°18'22" East a distance of 1,195.77 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the west a distance of 20.01 feet, having a Radius of 277.00 feet, a Delta of 04°08'23" and is subtended by a chord that bears North 01°14'10" East a distance of 20.01 feet to a Point of Tangency (PT);
THENCE North 00°50'01" West a distance of 178.63 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the southeast a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears North 44°09'59" East a distance of 18.38 feet to a Point of Tangency (PT);
THENCE North 89°09'59" East a distance of 174.00 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the southwest a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears South 45°50'01" East a distance of 18.38 feet the POINT OF BEGINNING;

TOGETHER WITH

PARCEL "B"

COMMENCING at aforementioned East Quarter Corner of said Section 6;
THENCE South 89°09'59" West, along the north line of the Southeast Quarter, a distance of 30.17 feet to the west Right-of-Way line of 83rd Avenue;
THENCE South 78°45'40" West a distance of 1,079.70 feet to the POINT OF BEGINNING;
THENCE South 00°50'01" East a distance of 15.00 feet;
THENCE South 89°09'59" West a distance of 394.88 feet;
THENCE North 00°50'01" West a distance of 15.00 feet;
THENCE North 89°09'59" East a distance of 394.88 feet to the POINT OF BEGINNING;

ALSO KNOWN AS:

Outlot "H", Union Colony West Subdivision, as recorded May 31, 2024, as Reception No. 4963341 of the records of the Weld County Clerk and Recorder, City of Greeley, County of Weld, State of Colorado.

Said described parcels of land contain 291,175 Square Feet or 6.684 Acres, more or less (±).

SURVEYORS STATEMENT

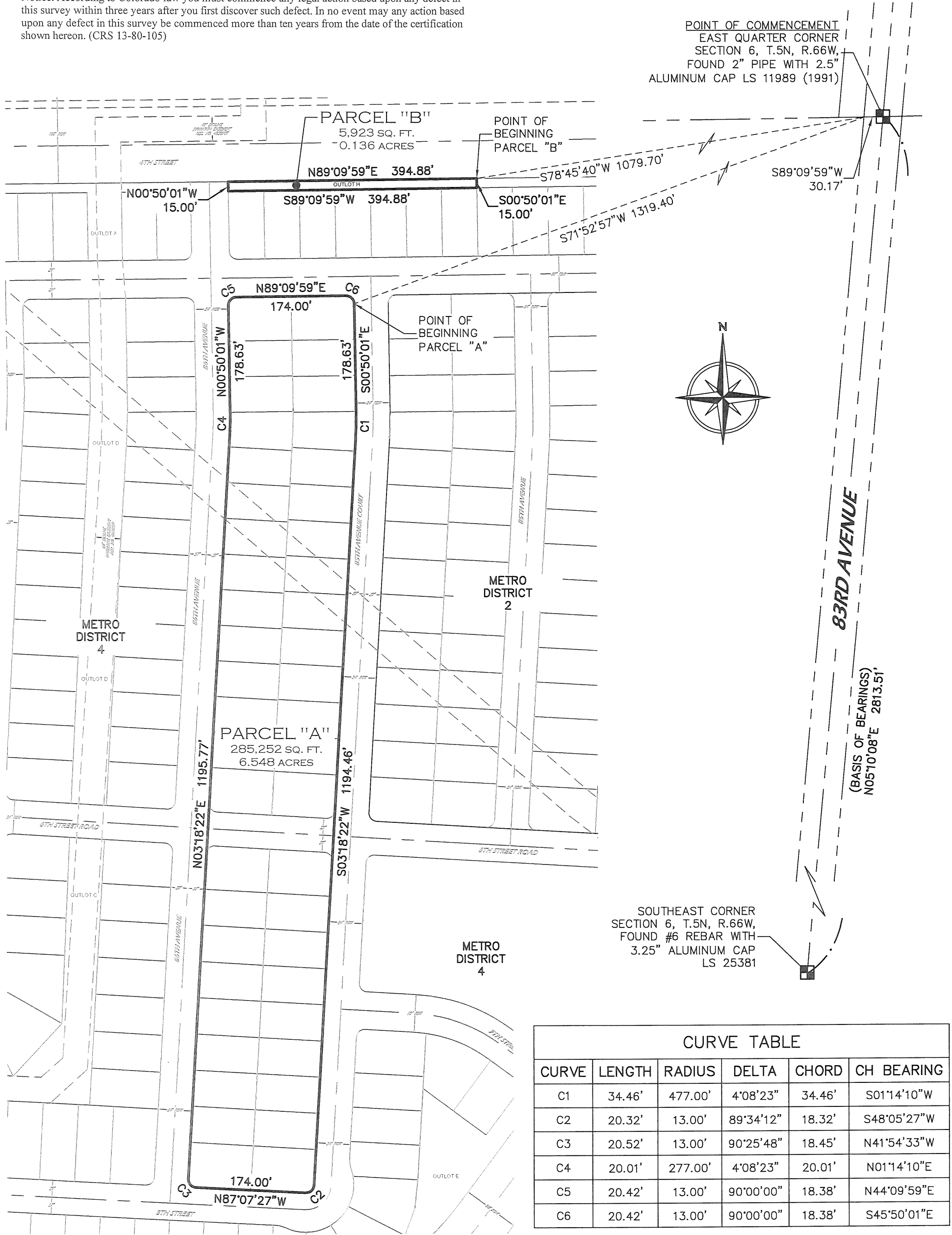
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



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



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

Note: This drawing does not represent a
monumented land survey. Its sole purpose
is a graphic representation of the
accompanying written description.

MAJESTIC SURVEYING
PROJECT NO: 2022194 CLIENT: JOURNEY
DATE: 9-4-2024 SCALE: 1"=150'

EXHIBIT A
Metropolitan District No. 4

A parcel of land situate in the Southeast Quarter (SE1/4) of Section Six (6), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 6, monumented by a 2" steel pipe with a 2.5" aluminum cap stamped LS 11989, and assuming the east line of said SE1/4 as bearing North 05°10'08" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2,813.51 feet, monumented at the Southeast Corner by a #6 rebar with a 3.25" aluminum cap stamped LS 25381 and with and with all other bearings contained herein relative thereto;

THENCE South 89°09'59" West, along the north line of the Southeast Quarter, a distance of 30.17 feet to the west Right-of-Way line of 83rd Avenue, and the POINT OF BEGINNING;
THENCE South 05°10'08" West, along said west line, a distance of 1,252.89 feet to the north line of that parcel described in Joint Tenancy Warranty Deed recorded November 3, 1975 as reception number 1673697 of the records of the Weld County Clerk and Recorder (WCCR);
THENCE along the north, west and south lines of said reception number 1673697 the following three courses;
THENCE South 89°09'59" West a distance of 280.34 feet;
THENCE South 05°10'08" West a distance of 150.00 feet;
THENCE North 89°52'38" East a distance of 280.00 feet to the west Right-of-Way line of 83rd Avenue;
THENCE South 05°10'08" West, along said west line, a distance of 1,227.47 feet to the northerly line of that parcel described in Warranty Deed recorded June 13, 2007 as reception number 3483138 of the records of the (WCCR);
THENCE South 47°59'14" West, along said northerly line, a distance of 64.52 feet;
THENCE North 00°48'26" West a distance of 295.11 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the east a distance of 313.13 feet, having a Radius of 1,590.00 feet, a Delta of 11°17'01" and is subtended by a chord that bears North 04°50'05" East a distance of 312.62 feet to a Point of Tangency (PT);
THENCE North 10°28'35" East a distance of 433.48 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the west a distance of 101.42 feet, having a Radius of 1,470.00 feet, a Delta of 03°57'11" and is subtended by a chord that bears North 08°30'00" East a distance of 101.40 feet;
THENCE North 84°49'52" West along a line non-tangent to the aforesaid curve a distance of 315.21 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the southeast a distance of 413.69 feet, having a Radius of 405.00 feet, a Delta of 58°31'30" and is subtended by a chord that bears South 65°54'23" West a distance of 395.94 feet to a Point of Tangency (PT);
THENCE South 36°38'38" West a distance of 293.29 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the northwest a distance of 401.03 feet, having a Radius of 495.00 feet, a Delta of 46°25'06" and is subtended by a chord that bears South 59°51'11" West a distance of 390.15 feet to a Point of Reverse Curve (PRC);
THENCE along the arc of a curve concave to the southeast a distance of 18.93 feet, having a Radius of 13.00 feet, a Delta of 83°26'39" and is subtended by a chord that bears South 41°20'25" West a distance of 17.30 feet to a Point of Tangency (PT);
THENCE South 00°22'55" East a distance of 104.19 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the west a distance of 8.65 feet, having a Radius of 495.00 feet, a Delta of 01°00'03" and is subtended by a chord that bears South 00°07'07" West a distance of 8.65 feet to a Point of Tangency (PT);
THENCE South 00°37'09" West a distance of 413.26 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the east a distance of 22.52 feet, having a Radius of 29.00 feet, a Delta of 44°29'21" and is subtended by a chord that bears South 21°43'58" East a distance of 21.96 feet to the north line of reception number 3483138 of the records of the (WCCR);
THENCE North 89°11'38" West, along said north line, a distance of 106.76 feet to the beginning point of a curve, non-tangent to the aforesaid line;
THENCE along the arc of a curve concave to the west a distance of 22.65 feet, having a Radius of 29.00 feet, a Delta of 44°45'35" and is subtended by a chord that bears North 22°59'56" East a distance of 22.08 feet to a Point of Tangency (PT);

THENCE North 00°37'09" East a distance of 412.80 feet to a Point of Curvature (PC);
 THENCE along the arc of a curve concave to the west a distance of 7.08 feet, having a Radius of 405.00 feet, a Delta of 01°00'03" and is subtended by a chord that bears North 00°07'07" East a distance of 7.08 feet to a Point of Tangency (PT);
 THENCE North 00°22'55" West a distance of 103.35 feet to a Point of Curvature (PC);
 THENCE along the arc of a curve concave to the southwest a distance of 19.68 feet, having a Radius of 13.00 feet, a Delta of 86°44'32" and is subtended by a chord that bears North 43°45'11" West a distance of 17.85 feet to a Point of Tangency (PT);
 THENCE North 87°07'27" West a distance of 799.24 feet to a Point of Curvature (PC);
 THENCE along the arc of a curve concave to the north a distance of 246.90 feet, having a Radius of 345.00 feet, a Delta of 41°00'11" and is subtended by a chord that bears North 66°37'22" West a distance of 241.66 feet to a Point of Tangency (PT);
 THENCE North 46°07'16" West a distance of 166.98 feet to a Point of Curvature (PC);
 THENCE along the arc of a curve concave to the southwest a distance of 131.10 feet, having a Radius of 255.00 feet, a Delta of 29°27'27" and is subtended by a chord that bears North 60°51'00" West a distance of 129.66 feet to a Point of Compound Curve (PCC);
 THENCE along the arc of a curve concave to the southeast a distance of 80.64 feet, having a Radius of 45.50 feet, a Delta of 101°32'44" and is subtended by a chord that bears South 53°38'55" West a distance of 70.49 feet to a Point of Tangency (PT);
 THENCE South 02°52'33" West a distance of 676.30 feet to a Point of Curvature (PC);
 THENCE along the arc of a curve concave to the east a distance of 28.13 feet, having a Radius of 405.00 feet, a Delta of 03°58'48" and is subtended by a chord that bears South 00°53'09" West a distance of 28.13 feet to a Point of Tangency (PT);
 THENCE South 01°06'15" East a distance of 97.81 feet to a Point of Curvature (PC);
 THENCE along the arc of a curve concave to the east a distance of 9.46 feet, having a Radius of 30.50 feet, a Delta of 17°46'36" and is subtended by a chord that bears South 09°59'33" East a distance of 9.43 feet to the north line of reception number 3483138 of the WCCR;
 THENCE North 89°11'38" West, along said north line, a distance of 54.90 feet to the west line of the Southeast Quarter of Section 6;
 THENCE North 02°52'33" East a distance of 2,599.46 feet to the Center Quarter Corner of Section 6;
 THENCE North 89°09'59" East, along the north line of the Southeast Quarter, a distance of 2,736.84 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM;

Metropolitan District No. 1

COMMENCING at the East Quarter Corner of said Section 6;
 THENCE South 89°09'59" West, along the north line of the Southeast Quarter, a distance of 30.17 feet to the west Right-of-Way line of 83rd Avenue;
 THENCE South 70°06'52" West a distance of 651.36 feet to the POINT OF BEGINNING;
 THENCE South 00°50'01" East a distance of 42.98 feet;
 THENCE South 41°35'51" West a distance of 100.67 feet to the beginning point of a curve, non-tangent to the aforesaid line;
 THENCE along the arc of a curve concave to the south a distance of 42.72 feet, having a Radius of 76.00 feet, a Delta of 32°12'35" and is subtended by a chord that bears North 64°30'27" West a distance of 42.16 feet;
 THENCE North 09°23'15" East a distance of 100.18 feet;
 THENCE North 89°09'59" East a distance of 87.94 feet to the POINT OF BEGINNING.

ALSO KNOWN AS:

Outlot "F", Union Colony West Subdivision, as recorded May 31, 2024, as Reception No. 4963341 of the records of the Weld County Clerk and Recorder, City of Greeley, County of Weld, State of Colorado.

ALSO EXCEPTING;

(Parcel "A") Metropolitan District No. 2

COMMENCING at the East Quarter Corner of said Section 6;
 THENCE South 89°09'59" West, along the north line of the Southeast Quarter, a distance of 30.17 feet to the west Right-of-Way line of 83rd Avenue;

THENCE South 05°10'08" West, along said west line, a distance of 1,252.89 feet to the north line of that parcel described in Joint Tenancy Warranty Deed recorded November 3, 1975 as reception number 1673697 of the records of the Weld County Clerk and Recorder (WCCR);
THENCE South 89°09'59" West, along the north line of said reception number 1673697, a distance of 280.34 feet;
THENCE North 89°30'09" West a distance of 372.21 feet to the POINT OF BEGINNING;

THENCE along the arc of a curve concave to the northwest a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears South 48°18'22" West a distance of 18.38 feet to a Point of Tangency (PT);
THENCE North 86°41'38" West a distance of 442.00 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the northeast a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears North 41°41'38" West a distance of 18.38 feet to a Point of Tangency (PT);
THENCE North 03°18'22" East a distance of 596.18 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the west a distance of 38.37 feet, having a Radius of 531.00 feet, a Delta of 04°08'23" and is subtended by a chord that bears North 01°14'10" East a distance of 38.36 feet to a Point of Tangency (PT);
THENCE North 00°50'01" West a distance of 178.63 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the southeast a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears North 44°09'59" East a distance of 18.38 feet to a Point of Tangency (PT);
THENCE North 89°09'59" East a distance of 457.51 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the southwest a distance of 21.36 feet, having a Radius of 13.00 feet, a Delta of 94°08'23" and is subtended by a chord that bears South 43°45'50" East a distance of 19.04 feet to a Point of Tangency (PT);
THENCE South 03°18'22" West a distance of 846.64 feet to the POINT OF BEGINNING.

ALSO EXCEPTING

(Parcel "B") Metropolitan District No. 2

COMMENCING at aforementioned East Quarter Corner of said Section 6;
THENCE South 89°09'59" West, along the north line of the Southeast Quarter, a distance of 30.17 feet to the west Right-of-Way line of 83rd Avenue;
THENCE South 71°35'32" West a distance of 645.82 feet to the POINT OF BEGINNING;
THENCE South 00°50'01" East a distance of 17.62 feet;
THENCE South 89°09'59" West a distance of 87.94 feet;
THENCE North 85°53'01" West a distance of 30.37 feet;
THENCE South 89°09'59" West a distance of 328.06 feet;
THENCE North 00°50'01" West a distance of 15.00 feet;
THENCE North 89°09'59" East a distance of 446.26 feet to the POINT OF BEGINNING.

ALSO KNOWN AS:

Outlot "G", Union Colony West Subdivision, as recorded May 31, 2024, as Reception No. 4963341 of the records of the Weld County Clerk and Recorder, City of Greeley, County of Weld, State of Colorado.

ALSO EXCEPTING;

(Parcel "A") Metropolitan District No. 3

COMMENCING at the East Quarter Corner of said Section 6;
THENCE South 72°15'48" West a distance of 1,348.24 feet to the POINT OF BEGINNING;
THENCE South 00°50'01" East a distance of 178.63 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the west a distance of 34.46 feet, having a Radius of 477.00 feet, a Delta of 04°08'23" and is subtended by a chord that bears South 01°14'10" West a distance of 34.46 feet to a Point of Tangency (PT);
THENCE South 03°18'22" West a distance of 1,194.46 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the northwest a distance of 20.32 feet, having a Radius of 13.00 feet, a Delta of 89°34'12" and is subtended by a chord that bears South 48°05'27" West a distance of 18.32 feet to a Point of Tangency (PT);
THENCE North 87°07'27" West a distance of 174.00 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the northeast a distance of 20.52 feet, having a Radius of 13.00 feet, a Delta of 90°25'48" and is subtended by a chord that bears North 41°54'33" West a distance of 18.45 feet to a Point of Tangency (PT);
 THENCE North 03°18'22" East a distance of 1,195.77 feet to a Point of Curvature (PC);
 THENCE along the arc of a curve concave to the west a distance of 20.01 feet, having a Radius of 277.00 feet, a Delta of 04°08'23" and is subtended by a chord that bears North 01°14'10" East a distance of 20.01 feet to a Point of Tangency (PT);
 THENCE North 00°50'01" West a distance of 178.63 feet to a Point of Curvature (PC);
 THENCE along the arc of a curve concave to the southeast a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears North 44°09'59" East a distance of 18.38 feet to a Point of Tangency (PT);
 THENCE North 89°09'59" East a distance of 174.00 feet to a Point of Curvature (PC);
 THENCE along the arc of a curve concave to the southwest a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears South 45°50'01" East a distance of 18.38 feet the POINT OF BEGINNING;

ALSO EXCEPTING

(Parcel "B") Metropolitan District No. 3

COMMENCING at aforementioned East Quarter Corner of said Section 6;
 THENCE South 89°09'59" West, along the north line of the Southeast Quarter, a distance of 30.17 feet to the west Right-of-Way line of 83rd Avenue;
 THENCE South 78°45'40" West a distance of 1,079.70 feet to the POINT OF BEGINNING;
 THENCE South 00°50'01" East a distance of 15.00 feet;
 THENCE South 89°09'59" West a distance of 394.88 feet;
 THENCE North 00°50'01" West a distance of 15.00 feet;
 THENCE North 89°09'59" East a distance of 394.88 feet to the POINT OF BEGINNING;

ALSO KNOWN AS:

Outlot "H", Union Colony West Subdivision, as recorded May 31, 2024, as Reception No. 4963341 of the records of the Weld County Clerk and Recorder, City of Greeley, County of Weld, State of Colorado.

ALSO EXCEPTING;

Metropolitan District No. 5

COMMENCING at the East Quarter Corner of said Section 6;
 THENCE South 89°09'59" West, along the north line of said Southeast Quarter, a distance of 2,767.00 feet to the Center Quarter Corner of Section 6;
 THENCE South 47°54'51" East a distance of 714.99 feet to the POINT OF BEGINNING;
 THENCE North 02°52'38" East a distance of 125.00 feet;
 THENCE North 20°24'12" East a distance of 80.26 feet;
 THENCE North 41°05'40" East a distance of 47.98 feet;
 THENCE North 56°45'41" East a distance of 47.98 feet;
 THENCE North 74°00'21" East a distance of 57.56 feet;
 THENCE North 87°42'35" East a distance of 34.83 feet;
 THENCE North 89°09'59" East a distance of 221.09 feet;
 THENCE South 00°50'01" East a distance of 109.00 feet;
 THENCE South 89°09'59" West a distance of 55.36 feet;
 THENCE South 00°50'01" East a distance of 60.00 feet;
 THENCE South 89°09'59" West a distance of 92.97 feet;
 THENCE South 00°27'08" West a distance of 63.83 feet;
 THENCE South 02°52'33" West a distance of 999.55 feet;
 THENCE North 87°07'27" West a distance of 92.00 feet to a Point of Curvature (PC);
 THENCE along the arc of a curve concave to the northeast a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears North 42°07'27" West a distance of 18.38 feet;
 THENCE North 87°07'27" West along a line non-tangent to the aforesaid curve, a distance of 54.00 feet to a Point of Curvature (PC);
 THENCE along the arc of a curve, non-tangent to aforesaid line, concave to the northwest, a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears South 47°52'33" West a distance of 18.38 feet to a Point of Tangency (PT);

THENCE South 87°07'27" East a distance of 57.00 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the southwest a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears South 42°07'27" East a distance of 18.38 feet to a Point of Tangency (PT);
THENCE South 02°52'33" West a distance of 96.00 feet;
THENCE North 87°07'27" West a distance of 467.21 feet;
THENCE North 79°45'00" West a distance of 49.09 feet;
THENCE North 63°28'51" West a distance of 49.09 feet;
THENCE North 47°10'32" West a distance of 49.33 feet;
THENCE North 30°49'49" West a distance of 49.33 feet;
THENCE North 05°50'55" West a distance of 45.68 feet;
THENCE North 02°52'33" East a distance of 836.48 feet;
THENCE North 28°06'05" East a distance of 48.73 feet;
THENCE North 45°18'25" East a distance of 49.22 feet;
THENCE North 61°22'56" East a distance of 49.22 feet;
THENCE North 77°14'46" East a distance of 47.93 feet;
THENCE South 89°04'52" East a distance of 47.73 feet;
THENCE South 87°07'27" East a distance of 334.19 feet to the POINT OF BEGINNING.

Said described parcel of land contains 3,498,741 Square Feet or 80.320 Acres, more or less (±).

SURVEYORS STATEMENT

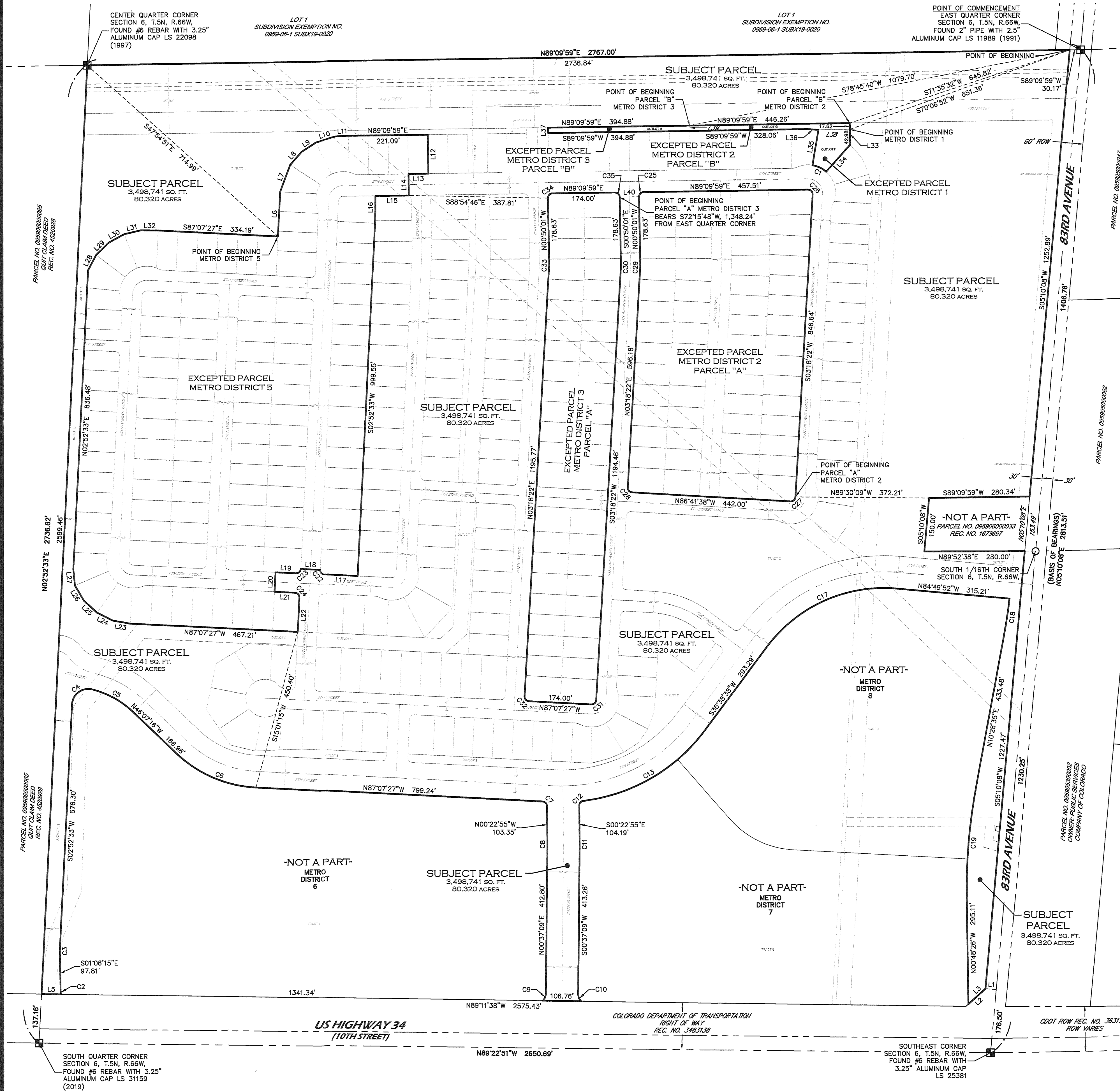
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844

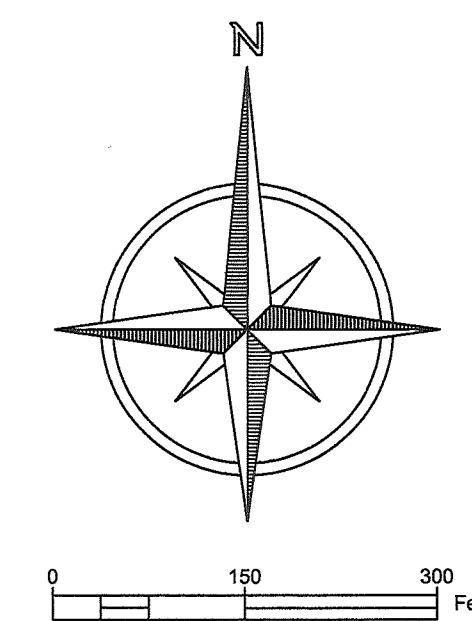


EXHIBIT A
DISTRICT 4
SE 1/4 SECTION 6, T.5N, R.66W



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	42.72'	76.00'	32°12'35"	42.16'	N64°30'27"W
C2	9.46'	30.50'	17°46'36"	9.43'	S09°59'33"E
C3	28.13'	405.00'	3°58'48"	28.13'	S00°53'09"W
C4	80.64'	45.50'	101°32'44"	70.49'	S53°38'55"W
C5	131.10'	255.00'	29°27'27"	129.66'	N60°51'00"W
C6	246.90'	345.00'	41°00'11"	241.66'	N66°37'22"W
C7	19.68'	13.00'	86°44'32"	17.85'	N43°45'11"W
C8	7.08'	405.00'	1°00'03"	7.08'	N00°07'07"E
C9	22.65'	29.00'	44°45'35"	22.08'	N22°59'56"E
C10	22.52'	29.00'	44°29'21"	21.96'	S21°43'58"E
C11	8.65'	495.00'	1°00'03"	8.65'	S00°07'07"W
C12	18.93'	13.00'	83°26'39"	17.30'	S41°20'25"W
C13	401.03'	495.00'	46°25'06"	390.15'	S59°51'11"W
C14	291.17'	495.00'	33°42'10"	286.99'	S66°12'39"W
C15	109.85'	495.00'	12°42'56"	109.63'	S43°00'06"W
C16	199.67'	250.00'	45°45'43"	194.41'	N64°03'55"W
C17	413.69'	405.00'	58°31'30"	395.94'	S65°54'23"W
C18	101.42'	1470.00'	3°57'11"	101.40'	N08°30'00"E
C19	313.13'	1590.00'	11°17'01"	312.62'	N04°50'05"E
C20	202.13'	1590.00'	7°17'01"	201.99'	N06°50'05"E
C21	111.00'	1590.00'	4°00'00"	110.98'	N01°11'34"E
C22	20.42'	13.00'	90°00'00"	18.38'	N42°07'27"W
C23	20.42'	13.00'	90°00'00"	18.38'	S47°52'33"W
C24	20.42'	13.00'	90°00'00"	18.38'	S42°07'27"E
C25	20.42'	13.00'	90°00'00"	18.38'	N44°09'59"E
C26	21.36'	13.00'	94°08'23"	19.04'	S43°45'50"E
C27	20.42'	13.00'	90°00'00"	18.38'	S48°18'22"W
C28	20.42'	13.00'	90°00'00"	18.38'	N41°41'38"W
C29	38.37'	531.00'	4°08'23"	38.36'	N01°14'10"E
C30	34.46'	477.00'	4°08'23"	34.46'	S01°14'10"W
C31	20.32'	13.00'	89°34'12"	18.32'	S48°05'27"W
C32	20.52'	13.00'	90°25'48"	18.45'	N41°54'33"W
C33	20.01'	277.00'	4°08'23"	20.01'	N01°14'10"E
C34	20.42'	13.00'	90°00'00"	18.38'	N44°09'59"E
C35	20.42'	13.00'	90°00'00"	18.38'	S45°50'01"E

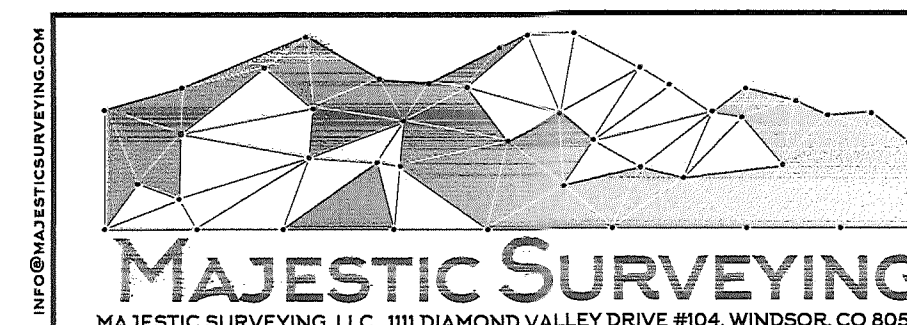
LINE TABLE		
LINE	BEARING	LENGTH
L1	S84°49'52"E	30.00'
L2	S47°59'14"W	73.35'
L3	N47°59'14"E	64.52'
L4	S47°59'14"W	8.84'
L5	N89°11'38"W	54.90'
L6	N02°52'38"E	125.00'
L7	N20°24'12"E	80.26'
L8	N41°05'40"E	47.98'
L9	N56°45'41"E	47.98'
L10	N74°00'21"E	57.56'
L11	N87°42'35"E	34.83'
L12	S00°50'01"E	109.00'
L13	S89°09'59"W	55.36'
L14	S00°50'01"E	60.00'
L15	S89°09'59"W	92.97'
L16	S00°27'08"W	63.83'
L17	N87°07'27"W	92.00'
L18	N87°07'27"W	54.00'
L19	N87°07'27"W	57.00'
L20	S02°52'33"W	54.00'
L21	S87°07'27"E	57.00'
L22	S02°52'33"W	96.00'
L23	N79°45'00"W	49.09'
L24	N63°28'51"W	49.09'
L25	N47°10'32"W	49.33'
L26	N30°49'49"W	49.33'
L27	N05°50'55"W	45.68'
L28	N28°06'05"E	48.73'
L29	N45°18'25"E	49.22'
L30	N61°22'56"E	49.22'
L31	N77°14'46"E	47.93'
L32	S89°04'52"E	47.73'
L33	S00°50'01"E	60.60'
L34	S41°35'51"W	100.67'
L35	N09°23'15"E	100.18'
L36	N85°53'01"W	30.37'
L37	N00°50'01"W	15.00'
L38	N89°09'59"E	87.94'
L39	N00°50'01"W	15.00'
L40	N89°09'59"E	54.00'



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

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

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.



PROJECT NO: 2022194	NAME: UNION COLONY WEST	REVISIONS:	DATE:
DATE: 9-4-2024	CLIENT: JOURNEY		
DRAWN BY: MAK	FILE NAME: 2022194METRO_DIST		
CHECKED BY: MAK	SCALE: 1" = 150'		

EXHIBIT A
Metropolitan District No. 5

A parcel of land situate in the Southeast Quarter (SE1/4) of Section Six (6), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 6, monumented by a 2" steel pipe with a 2.5" aluminum cap stamped LS 11989, and assuming the east line of said SE1/4 as bearing North 05°10'08" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2,813.51 feet, monumented at the Southeast Corner by a #6 rebar with a 3.25" aluminum cap stamped LS 25381 and with and with all other bearings contained herein relative thereto;

THENCE South 89°09'59" West, along the north line of said Southeast Quarter, a distance of 2,767.00 feet to the Center Quarter Corner of Section 6;
THENCE South 47°54'51" East a distance of 714.99 feet to the POINT OF BEGINNING;
THENCE North 02°52'38" East a distance of 125.00 feet;
THENCE North 20°24'12" East a distance of 80.26 feet;
THENCE North 41°05'40" East a distance of 47.98 feet;
THENCE North 56°45'41" East a distance of 47.98 feet;
THENCE North 74°00'21" East a distance of 57.56 feet;
THENCE North 87°42'35" East a distance of 34.83 feet;
THENCE North 89°09'59" East a distance of 221.09 feet;
THENCE South 00°50'01" East a distance of 109.00 feet;
THENCE South 89°09'59" West a distance of 55.36 feet;
THENCE South 00°50'01" East a distance of 60.00 feet;
THENCE South 89°09'59" West a distance of 92.97 feet;
THENCE South 00°27'08" West a distance of 63.83 feet;
THENCE South 02°52'33" West a distance of 999.55 feet;
THENCE North 87°07'27" West a distance of 92.00 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the northeast a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears North 42°07'27" West a distance of 18.38 feet;
THENCE North 87°07'27" West along a line non-tangent to the aforesaid curve, a distance of 54.00 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, non-tangent to aforesaid line, concave to the northwest, a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears South 47°52'33" West a distance of 18.38 feet to a Point of Tangency (PT);
THENCE North 87°07'27" West a distance of 57.00 feet;
THENCE South 02°52'33" West a distance of 54.00 feet;
THENCE South 87°07'27" East a distance of 57.00 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the southwest a distance of 20.42 feet, having a Radius of 13.00 feet, a Delta of 90°00'00" and is subtended by a chord that bears South 42°07'27" East a distance of 18.38 feet to a Point of Tangency (PT);
THENCE South 02°52'33" West a distance of 96.00 feet;
THENCE North 87°07'27" West a distance of 467.21 feet;
THENCE North 79°45'00" West a distance of 49.09 feet;
THENCE North 63°28'51" West a distance of 49.09 feet;
THENCE North 47°10'32" West a distance of 49.33 feet;
THENCE North 30°49'49" West a distance of 49.33 feet;
THENCE North 05°50'55" West a distance of 45.68 feet;
THENCE North 02°52'33" East a distance of 836.48 feet;
THENCE North 28°06'05" East a distance of 48.73 feet;
THENCE North 45°18'25" East a distance of 49.22 feet;
THENCE North 61°22'56" East a distance of 49.22 feet;
THENCE North 77°14'46" East a distance of 47.93 feet;
THENCE South 89°04'52" East a distance of 47.73 feet;
THENCE South 87°07'27" East a distance of 334.19 feet to the POINT OF BEGINNING.

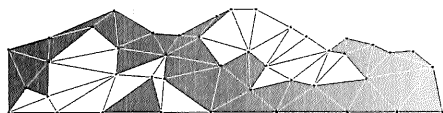
Said described parcel of land contains 921,318 Square Feet or 21.151 Acres, more or less (±).

SURVEYORS STATEMENT

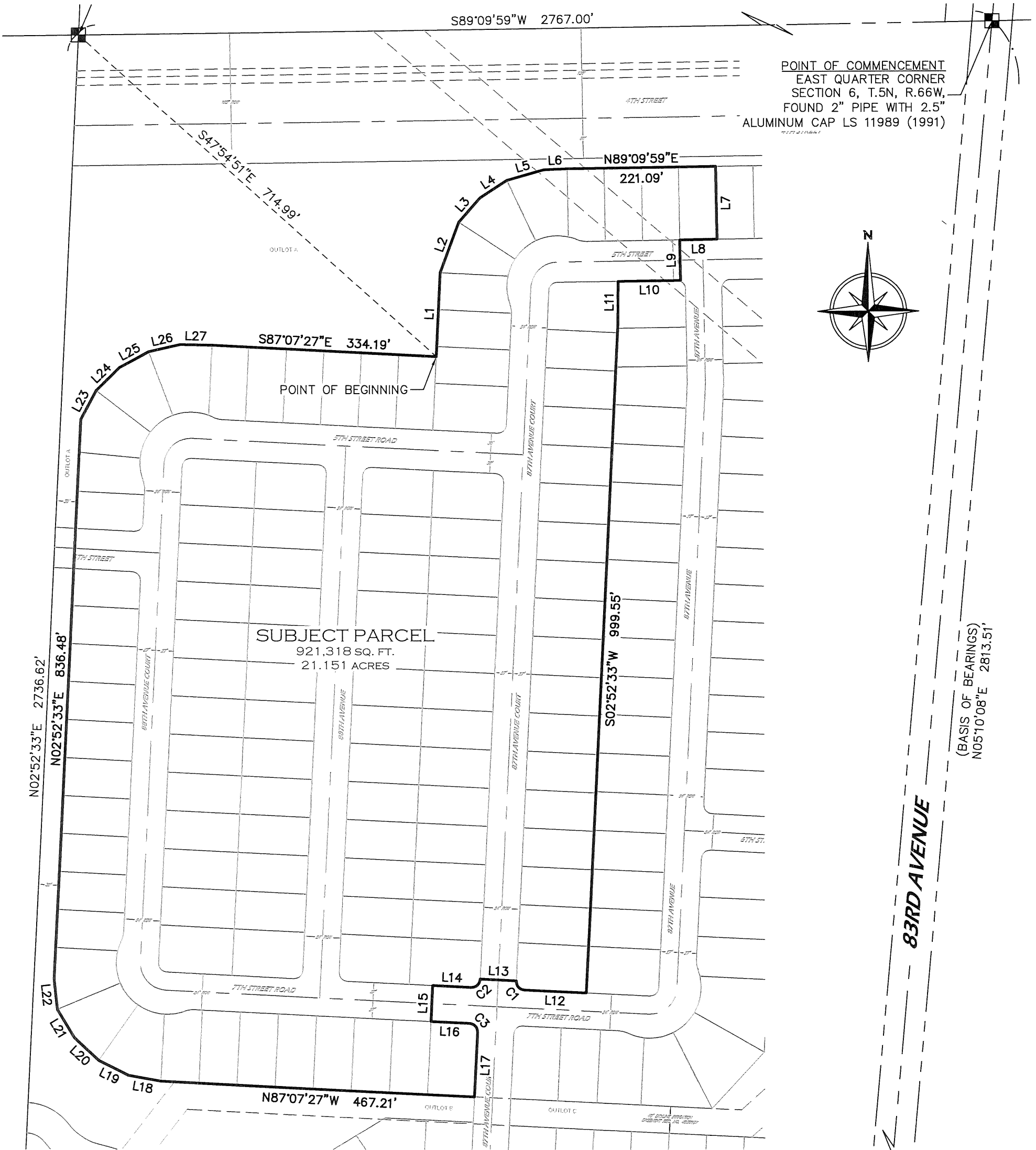
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	20.42'	13.00'	90°00'00"	18.38'	N42°07'27"W
C2	20.42'	13.00'	90°00'00"	18.38'	S47°52'33"W
C3	20.42'	13.00'	90°00'00"	18.38'	S42°07'27"E

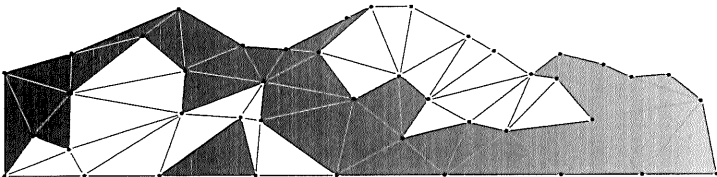
LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°52'38"E	125.00'
L2	N20°24'12"E	80.26'
L3	N41°05'40"E	47.98'
L4	N56°45'41"E	47.98'
L5	N74°00'21"E	57.56'
L6	N87°42'35"E	34.83'
L7	S00°50'01"E	109.00'
L8	S89°09'59"W	55.36'
L9	S00°50'01"E	60.00'
L10	S89°09'59"W	92.97'
L11	S00°27'08"W	63.83'
L12	N87°07'27"W	92.00'
L13	N87°07'27"W	54.00'
L14	N87°07'27"W	57.00'
L15	S02°52'33"W	54.00'

LINE TABLE		
LINE	BEARING	LENGTH
L16	S87°07'27"E	57.00'
L17	S02°52'33"W	96.00'
L18	N79°45'00"W	49.09'
L19	N63°28'51"W	49.09'
L20	N47°10'32"W	49.33'
L21	N30°49'49"W	49.33'
L22	N05°50'55"W	45.68'
L23	N28°06'05"E	48.73'
L24	N45°18'25"E	49.22'
L25	N61°22'56"E	49.22'
L26	N77°14'46"E	47.93'
L27	S89°04'52"E	47.73'

SOUTHEAST CORNER
SECTION 6, T.5N, R.66W,
FOUND #6 REBAR WITH
3.25" ALUMINUM CAP
LS 25381

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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



MAJESTIC SURVEYING

PROJECT NO: 2022194 CLIENT: JOURNEY
DATE: 1-24-2024 SCALE: 1"=150'

Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

EXHIBIT A
Metropolitan District No. 6

A parcel of land situate in the Southeast Quarter (SE1/4) of Section Six (6), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 6, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 25381, and assuming the east line of said SE1/4 as bearing North 05°10'08" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2,813.51 feet, monumented at the East Quarter Corner by a 2" steel pipe with a 2.5" aluminum cap stamped LS 11989, and with and with all other bearings contained herein relative thereto;

THENCE North 89°22'51" West, along the south line of said Southeast Quarter, a distance of 2,650.69 feet to the South Quarter Corner of Section 6;
THENCE North 02°52'33" East, along the west line of the Southeast Quarter, a distance of 137.16 feet to the north line of that parcel described in Warranty Deed recorded June 13, 2007 as reception number 3483138 of the records of the Weld County Clerk and Recorder (WCCR);
THENCE South 89°11'38" East, along said north line, a distance of 54.90 feet to a Point of Curvature (PC) non-tangent to the aforesaid line, and the POINT OF BEGINNING;
THENCE along the arc of a curve concave to the east a distance of 9.46 feet, having a Radius of 30.50 feet, a Delta of 17°46'36" and is subtended by a chord that bears North 09°59'33" West a distance of 9.43 feet to a Point of Tangency (PT);
THENCE North 01°06'15" West a distance of 97.81 feet Point of Curvature (PC);
THENCE along the arc of a curve concave to the east a distance of 28.13 feet, having a Radius of 405.00 feet, a Delta of 03°58'48" and is subtended by a chord that bears North 00°53'09" East a distance of 28.13 feet to a Point of Tangency (PT);
THENCE North 02°52'33" East a distance of 676.30 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the southeast a distance of 80.64 feet, having a Radius of 45.50 feet, a Delta of 101°32'44" and is subtended by a chord that bears North 53°38'55" East a distance of 70.49 feet to a Point of Compound Curve (PCC);
THENCE along the arc of a curve concave to the southwest a distance of 131.10 feet, having a Radius of 255.00 feet, a Delta of 29°27'27" and is subtended by a chord that bears South 60°51'00" East a distance of 129.66 feet to a Point of Tangency (PT);
THENCE South 46°07'16" East a distance of 166.98 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the north a distance of 246.90 feet, having a Radius of 345.00 feet, a Delta of 41°00'11" and is subtended by a chord that bears South 66°37'22" East a distance of 241.66 feet to a Point of Tangency (PT);
THENCE South 87°07'27" East a distance of 799.24 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the southwest a distance of 19.68 feet, having a Radius of 13.00 feet, a Delta of 86°44'32" and is subtended by a chord that bears South 43°45'11" East a distance of 17.85 feet to a Point of Tangency (PT);
THENCE South 00°22'55" East a distance of 103.35 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the west a distance of 7.08 feet, having a Radius of 405.00 feet, a Delta of 01°00'03" and is subtended by a chord that bears South 00°07'07" West a distance of 7.08 feet to a Point of Tangency (PT);
THENCE South 00°37'09" West a distance of 412.80 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the west a distance of 22.65 feet, having a Radius of 29.00 feet, a Delta of 44°45'35" and is subtended by a chord that bears South 22°59'56" West a distance of 22.08 feet to the north of that parcel described in Warranty Deed recorded June 13, 2007 as reception number 3483138 of the records of the (WCCR);
THENCE North 89°11'38" West, along said north line, a distance of 1,341.34 feet to the POINT OF BEGINNING.

Said described parcel of land contains 844,811 Square Feet or 19.394 Acres, more or less (±).

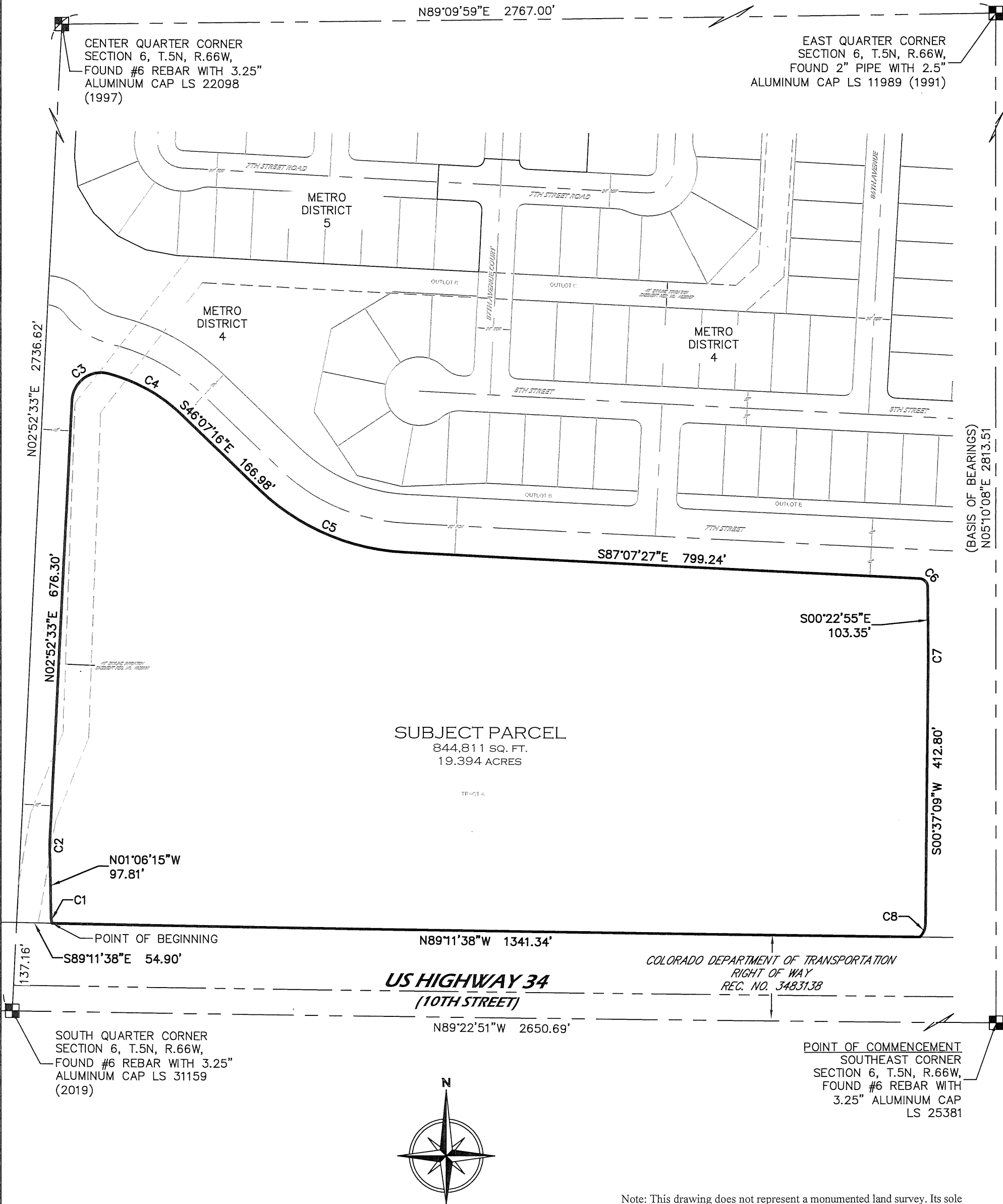
SURVEYORS STATEMENT

I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



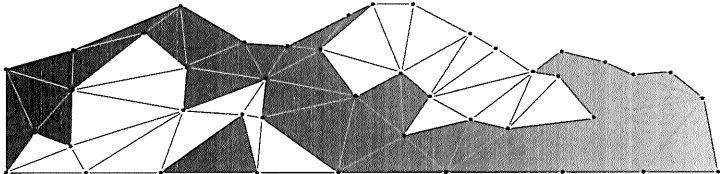
Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





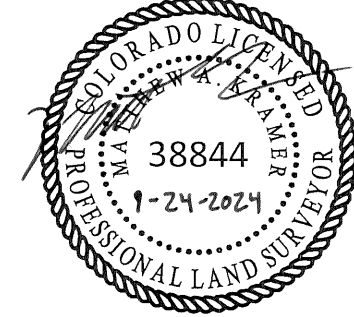
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	9.46'	30.50'	17°46'36"	9.43'	N09°59'33"W
C2	28.13'	405.00'	3°58'48"	28.13'	N00°53'09"E
C3	80.64'	45.50'	101°32'44"	70.49'	N53°38'55"E
C4	131.10'	255.00'	29°27'27"	129.66'	S60°51'00"E
C5	246.90'	345.00'	41°00'11"	241.66'	S66°37'22"E
C6	19.68'	13.00'	86°44'32"	17.85'	S43°45'11"E
C7	7.08'	405.00'	1°00'03"	7.08'	S00°07'07"W
C8	22.65'	29.00'	44°45'35"	22.08'	S22°59'56"W

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MAJESTIC SURVEYING

PROJECT NO: 2022194 CLIENT: JOURNEY
DATE: 1-24-2024 SCALE: 1"=150'



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

EXHIBIT A
Metropolitan District No. 7

A parcel of land situate in the Southeast Quarter (SE1/4) of Section Six (6), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 6, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 25381, and assuming the east line of said SE1/4 as bearing North 05°10'08" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2,813.51 feet, monumented at the East Quarter Corner by a 2" steel pipe with a 2.5" aluminum cap stamped LS 11989, and with and with all other bearings contained herein relative thereto;

THENCE North 05°10'08" East, along said east line, a distance of 176.50 feet;

THENCE North 84°49'52" West a distance of 30.00 feet to the northerly line of that parcel described in Warranty Deed recorded June 13, 2007 as reception number 3483138 of the records of the Weld County Clerk and Recorder (WCCR);

THENCE along the northerly line of said reception number 3483138 the following three courses;

THENCE South 47°59'14" West a distance of 64.52 feet to the POINT OF BEGINNING;

THENCE South 47°59'14" West a distance of 8.84 feet;

THENCE North 89°11'38" West a distance of 1,072.43 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the east a distance of 22.52 feet, having a Radius of 29.00 feet, a Delta of 44°29'21" and is subtended by a chord that bears North 21°43'58" West a distance of 21.96 feet to a Point of Tangency (PT);

THENCE North 00°37'09" East a distance of 413.26 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the west a distance of 8.65 feet, having a Radius of 495.00 feet, a Delta of 01°00'03" and is subtended by a chord that bears North 00°07'07" East a distance of 8.65 feet to a Point of Tangency (PT);

THENCE North 00°22'55" West a distance of 104.19 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the southeast a distance of 18.93 feet, having a Radius of 13.00 feet, a Delta of 83°26'39" and is subtended by a chord that bears North 41°20'25" East a distance of 17.30 feet to a Point of Reverse Curve (PRC);

THENCE along the arc of a curve concave to the north a distance of 291.17 feet, having a Radius of 495.00 feet, a Delta of 33°42'10" and is subtended by a chord that bears North 66°12'39" East a distance of 286.99 feet;

THENCE South 41°11'04" East along a line non-tangent to the aforesaid curve a distance of 222.44 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the northeast a distance of 199.67 feet, having a Radius of 250.00 feet, a Delta of 45°45'43" and is subtended by a chord that bears South 64°03'55" East a distance of 194.41 feet to a Point of Tangency (PT);

THENCE South 86°56'47" East a distance of 486.73 feet to the beginning point of a curve, non-tangent to the aforesaid line;

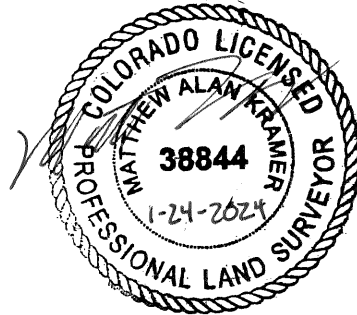
THENCE along the arc of a curve concave to the east a distance of 111.00 feet, having a Radius of 1,590.00 feet, a Delta of 04°00'00" and is subtended by a chord that bears South 01°11'34" West a distance of 110.98 feet to a Point of Tangency (PT);

THENCE South 00°48'26" East a distance of 295.11 feet to the POINT OF BEGINNING;

Said described parcel of land contains 537,520 Square Feet or 12.340 Acres, more or less (±).

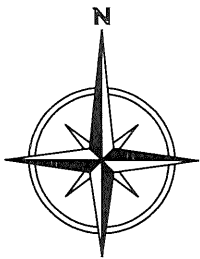
SURVEYORS STATEMENT

I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

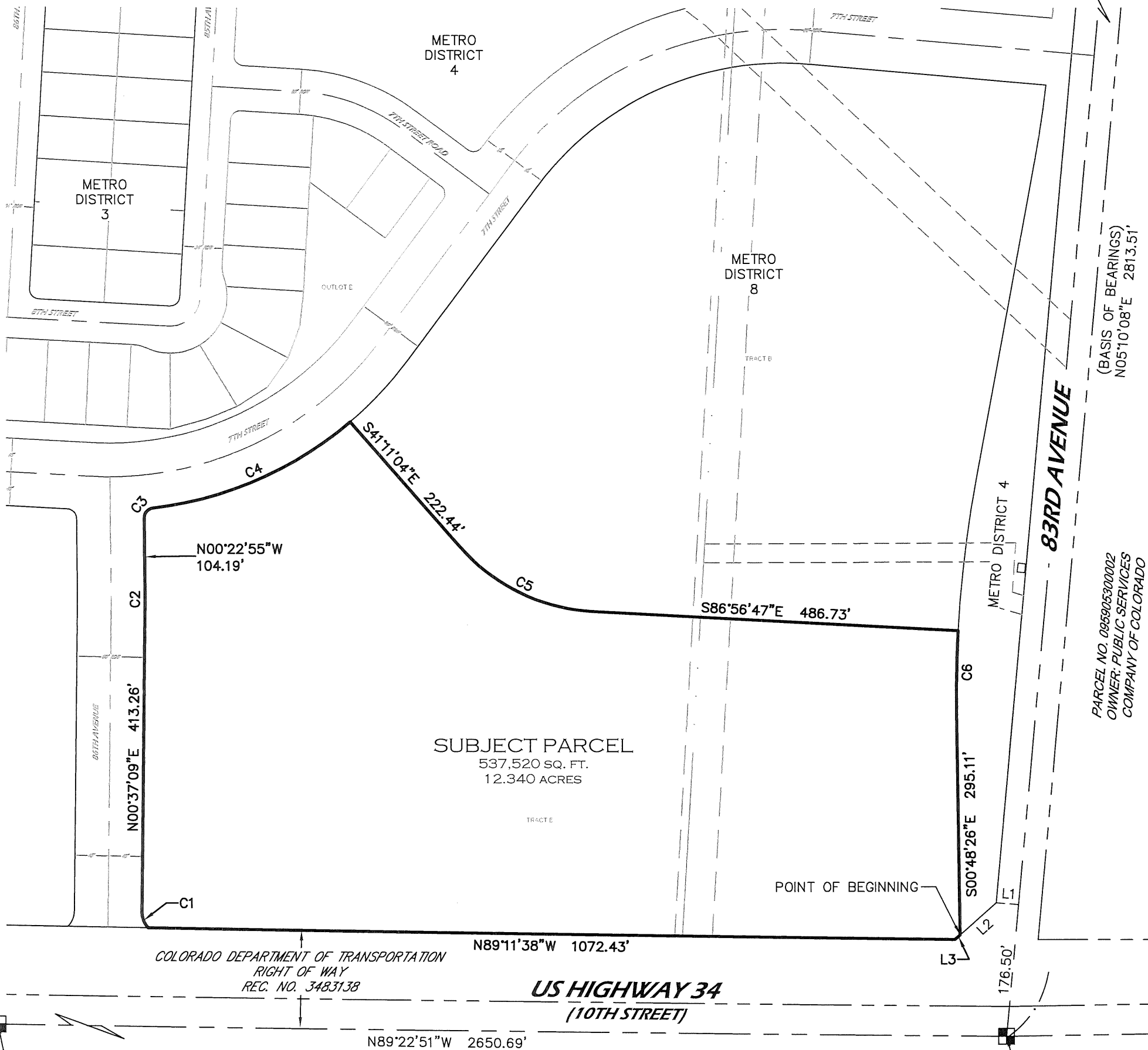


Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





EAST QUARTER CORNER
SECTION 6, T.5N, R.66W,
FOUND 2" PIPE WITH 2.5"
ALUMINUM CAP LS 11989 (1991)



SOUTH QUARTER CORNER
SECTION 6, T.5N, R.66W,
FOUND #6 REBAR WITH 3.25"
ALUMINUM CAP LS 31159
(2019)

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 6, T.5N, R.66W,
FOUND #6 REBAR WITH 3.25"
ALUMINUM CAP LS 25381

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	22.52'	29.00'	44°29'21"	21.96'	N21°43'58"W
C2	8.65'	495.00'	1°00'03"	8.65'	N00°07'07"E
C3	18.93'	13.00'	83°26'39"	17.30'	N41°20'25"E
C4	291.17'	495.00'	33°42'10"	286.99'	N66°12'39"E
C5	199.67'	250.00'	45°45'43"	194.41'	S64°03'55"E
C6	111.00'	1590.00'	4°00'00"	110.98'	S01°11'34"W

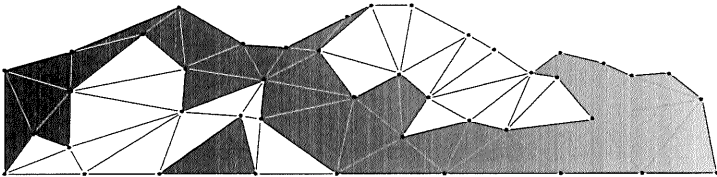
Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

LINE TABLE		
LINE	BEARING	LENGTH
L1	S84°49'52"E	30.00'
L2	N47°59'14"E	64.52'
L3	S47°59'14"W	8.84'



MAJESTIC SURVEYING

PROJECT NO: 2022194 CLIENT: JOURNEY
DATE: 1-24-2024 SCALE: 1"=150'

EXHIBIT A
Metropolitan District No. 8

A parcel of land situate in the Southeast Quarter (SE1/4) of Section Six (6), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 6, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 25381, and assuming the east line of said SE1/4 as bearing North 05°10'08" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2,813.51 feet, monumented at the East Quarter Corner by a 2" steel pipe with a 2.5" aluminum cap stamped LS 11989, and with and with all other bearings contained herein relative thereto;

THENCE North 05°10'08" East, along said east line, a distance of 176.50 feet;
THENCE North 84°49'52" West a distance of 30.00 feet to the northerly line of that parcel described in Warranty Deed recorded June 13, 2007 as reception number 3483138 of the records of the Weld County Clerk and Recorder (WCCR);
THENCE South 47°59'14" West, along said north line, a distance of 64.52 feet;
THENCE North 00°48'26" West a distance of 295.11 feet to the Point of Curvature (PC);
THENCE along the arc of a curve concave to the east a distance of 111.00 feet, having a Radius of 1,590.00 feet, a Delta of 04°00'00" and is subtended by a chord that bears North 01°11'34" East a distance of 110.98 feet to the POINT OF BEGINNING;
THENCE North 86°56'47" West a distance of 486.73 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the northeast a distance of 199.67 feet, having a Radius of 250.00 feet, a Delta of 45°45'43" and is subtended by a chord that bears North 64°03'55" West a distance of 194.41 feet to a Point of Tangency (PT);
THENCE North 41°11'04" West a distance of 222.44 feet to the beginning point of a curve non-tangent to the aforesaid line;
THENCE along the arc of a curve concave to the northwest a distance of 109.85 feet, having a Radius of 495.00 feet, a Delta of 12°42'56" and is subtended by a chord that bears North 43°00'06" East a distance of 109.63 feet to a Point of Tangency (PT);
THENCE North 36°38'38" East a distance of 293.29 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the southeast a distance of 413.69 feet, having a Radius of 405.00 feet, a Delta of 58°31'30" and is subtended by a chord that bears North 65°54'23" East a distance of 395.94 feet to a Point of Tangency (PT);
THENCE South 84°49'52" East a distance of 315.21 feet to the beginning point of a curve non-tangent to the aforesaid line;
THENCE along the arc of a curve concave to the west a distance of 101.42 feet, having a Radius of 1,470.00 feet, a Delta of 03°57'11" and is subtended by a chord that bears South 08°30'00" West a distance of 101.40 feet to a Point of Tangency (PT);
THENCE South 10°28'35" West a distance of 433.48 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the east a distance of 202.13 feet, having a Radius of 1,590.00 feet, a Delta of 07°17'01" and is subtended by a chord that bears South 06°50'05" West a distance of 201.99 feet to the POINT OF BEGINNING.

Said described parcel of land contains 507,595 Square Feet or 11.653 Acres, more or less (±).

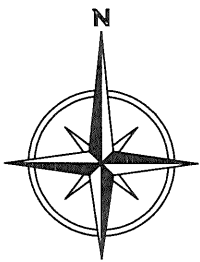
SURVEYORS STATEMENT

I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

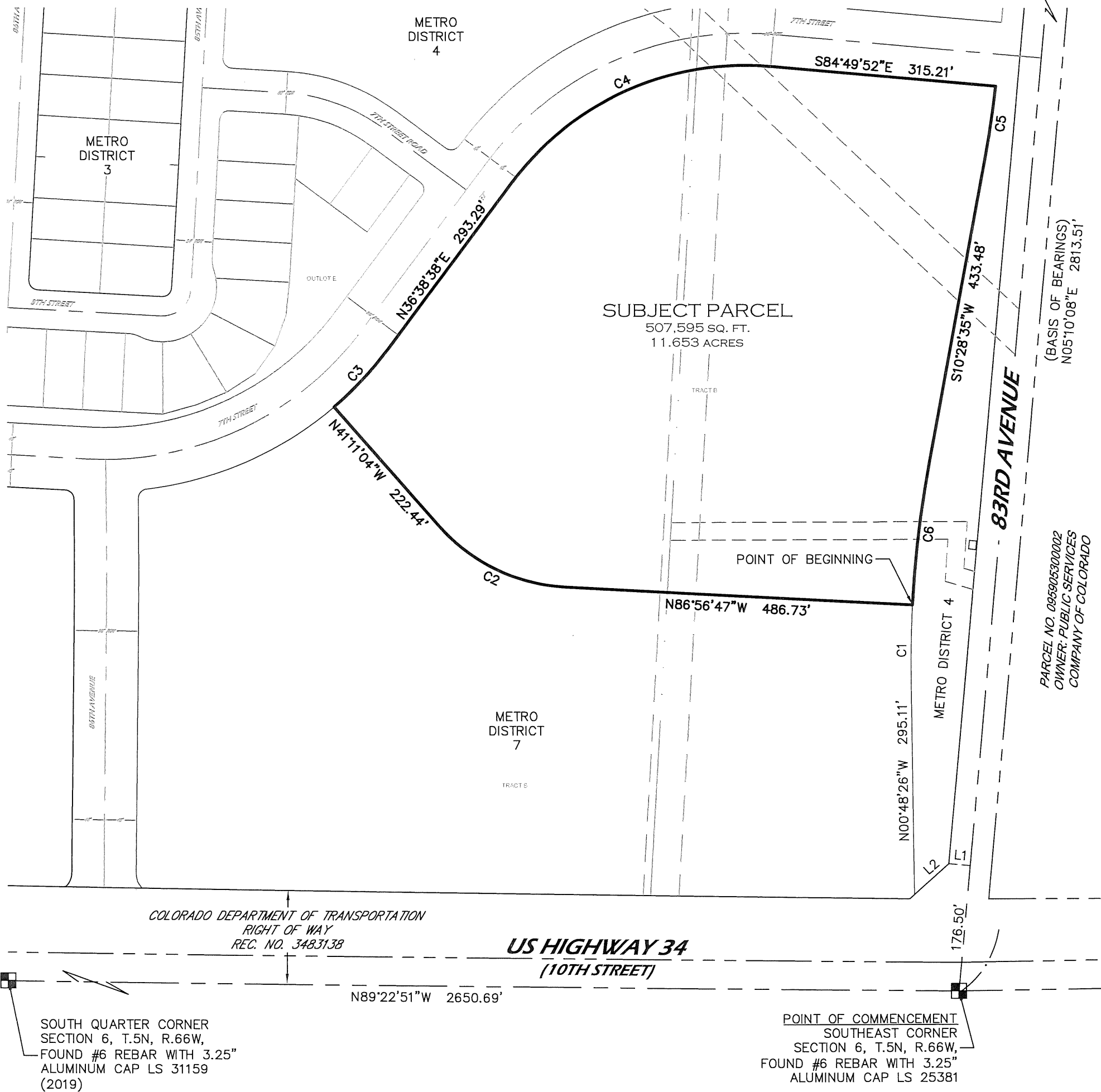


Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





EAST QUARTER CORNER
SECTION 6, T.5N, R.66W,
FOUND 2" PIPE WITH 2.5"
ALUMINUM CAP LS 11989 (1991)

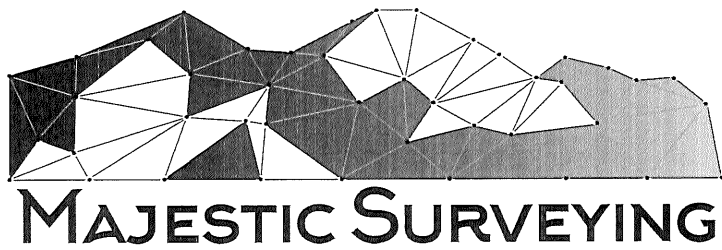


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	111.00'	1590.00'	4°00'00"	110.98'	N01°11'34"E
C2	199.67'	250.00'	45°45'43"	194.41'	N64°03'55"W
C3	109.85'	495.00'	12°42'56"	109.63'	N43°00'06"E
C4	413.69'	405.00'	58°31'30"	395.94'	N65°54'23"E
C5	101.42'	1470.00'	3°57'11"	101.40'	S08°30'00"W
C6	202.13'	1590.00'	7°17'01"	201.99'	S06°50'05"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N84°49'52"W	30.00'
L2	S47°59'14"W	64.52'

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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



PROJECT NO: 2022194 CLIENT: JOURNEY
DATE: 1-24-2024 SCALE: 1"=150'

EXHIBIT B
Greeley Vicinity Map

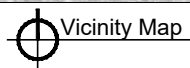
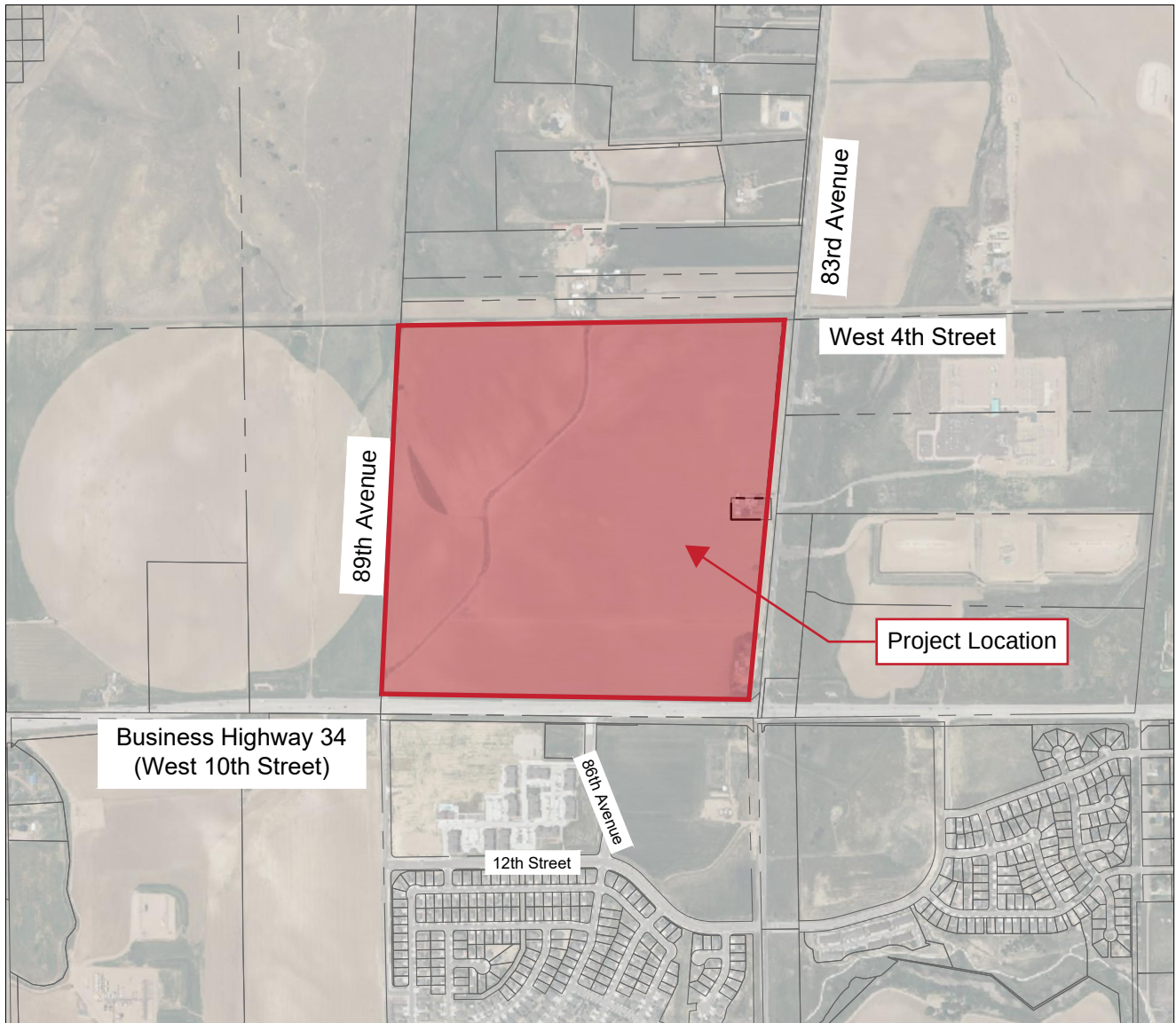
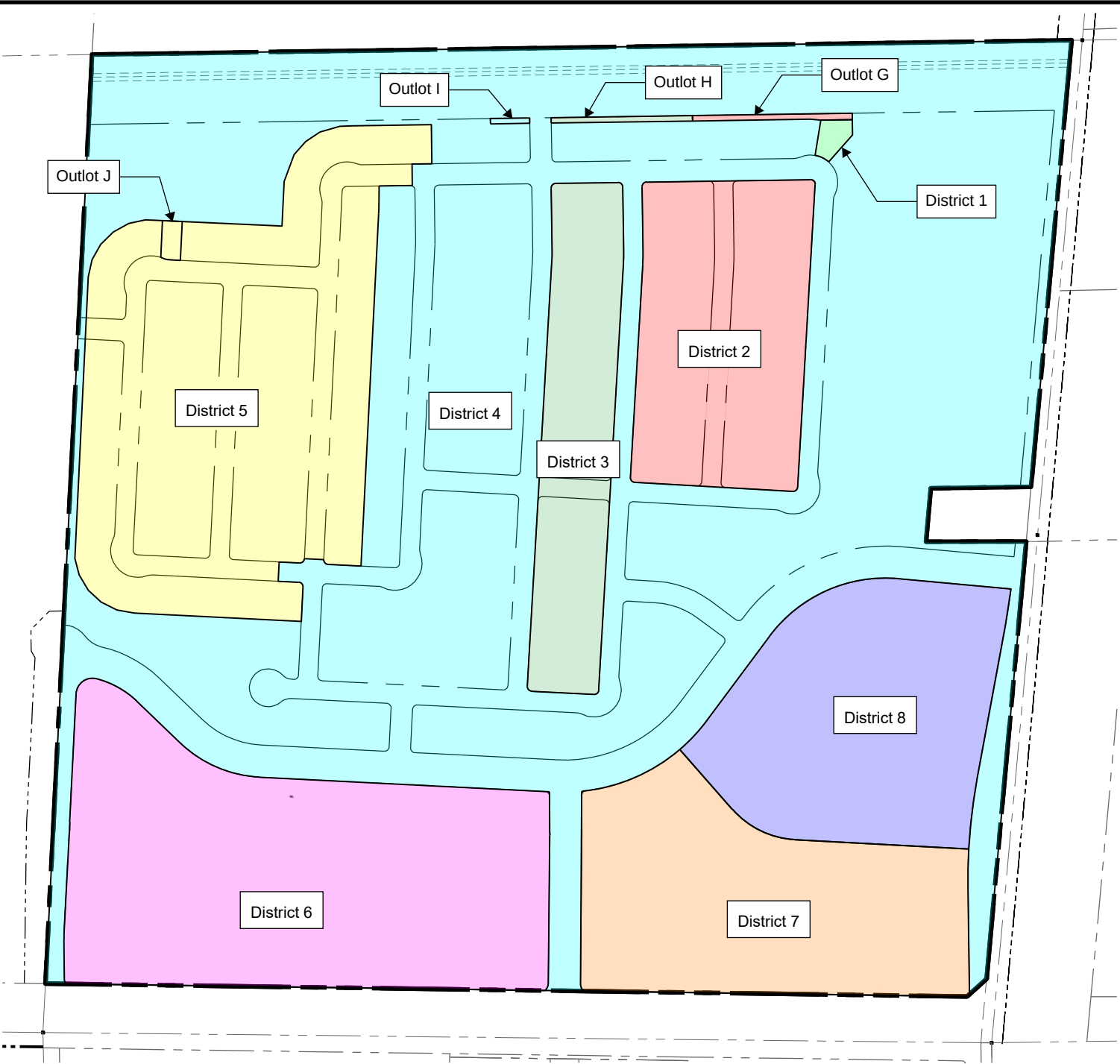
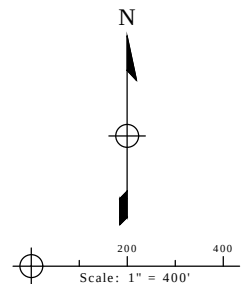


EXHIBIT C-1
District Boundaries Map



- District 1, 0.20 AC
- District 2, 9.40 AC
- District 3, 6.68 AC
- District 4, 80.15 AC
- District 5, 21.31 AC
- District 6, 19.33 AC
- District 7, 12.35 AC
- District 8, 11.65 AC

09/05/2024



Union Colony West Subdivision

District Boundary Exhibit

LANDONE
engineering
970-632-2311

EXHIBIT C-2

Proof of Ownership and Consents

HTC

Escrow No.: H0674475-084-LL9

SPECIAL WARRANTY DEED

This Deed, made
Between Journey Homes, LLC, a Colorado limited liability company , of the County Weld, State of Colorado, grantor(s) and Union Colony West Investments, LLC, a Colorado limited liability company, whose legal address is 7251 W 20th St Bldg L, Ste 200, Greeley 80634 County of Weld, and State of Colorado, grantee(s)
WITNESSETH, That the grantor(s), for and in the consideration of the sum of Ten Dollars and no/00 (\$10.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado described as follows:

SE1/4 of Section 6, Township 5 North, Range 66 West of the 6th P.M., Weld County, Colorado;

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

Beginning at a point on the South line of said N1/2 of the SE1/4 of Section 6, 26 feet West of the SE corner thereof; thence West along said South line of the N1/2 of the SE1/4 of Section 6, 280 feet; thence North parallel to East line of said N1/2 of the SE1/4, a distance of 150 feet; thence East parallel to the North line of said N1/2 of the SE1/4, 280 feet; thence South parallel to the East line of the N1/2 of the SE1/4 and 26 feet from the section line; thence 150 feet to the place of beginning.

AND EXCEPTING all that part of the SE1/4 of Section 6, Township 5 North, Range 66 West of the 6th P.M., Weld County, Colorado conveyed to the Department of Transportation, State of Colorado, by Warranty Deed dated June 12, 2007 and recorded June 13, 2007 at Reception No. 3483138, Weld County Records.

also known by street and number as 889 and 975 83rd Ave., Greeley, CO 80634

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances **except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised..**

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

Seller:

Journey Homes, LLC


By Adam Bliven, Authorized Agent

STATE OF COLORADO
COUNTY OF Weld

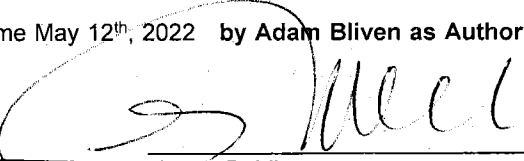
}ss:

The foregoing instrument was acknowledged before me May 12th, 2022 by Adam Bliven as Authorized Agent of Journey Homes, LLC.

Witness my hand and official seal.

My Commission expires:

Lindy Miner
Notary Public
State of Colorado
Notary ID 19934007843
My Commission Expires: May 28, 2025


Notary Public

Property Owner's Consent

UNION COLONY WEST INVESTMENTS, LLC
7251 W. 20th Street, Unit L Suite 200
Greeley, CO 80634

June 11, 2024

Planning Department
City of Greeley
1100 10th Street
Greeley, CO 80631

RE: Union Colony West Metropolitan District Nos. 1-8

Ladies and Gentlemen

Union Colony West Investments, LLC ("Owner") is the owner of the property attached the the proposed Service Plan as Exhibit A, which property is proposed to constitute the boundaries of the Union Colony West Metropolitan Districts Nos. 1-8 (collectively, the "Districts"). The purpose of this letter is to advise that I, Larry S. Buckendorf, as Authorized Agent of the Owner, do hereby consent to the organization of the Districts.



Authorized Agent

EXHIBIT D

Capital Plan

The Capital Plan identifies initial estimates for streets, water, sewer, storm drainage, park and recreation, landscaping/open space and other public improvements that are authorized to be funded by the Districts. Due to the pending approval process of the development plan for the Project and potential changes to zoning and development based upon final approval of development plan(s) for the Project, additional detail regarding water, sewer, and storm drainage improvements will be identified during the approval processes that will be undertaken in the future.

CROW CREEK CONSTRUCTION
7251 W20th Street, Suite L101B
Greeley, Colorado 80634
970-330-5070

March 1, 2024

Union Colony West Investments, LLC
c/o Spencer Fane LLP
1700 Broadway, Suite 2000
Denver, CO 80203

Re: Estimate of Developer's Cost - Consolidated Service Plan
Union Colony West Metro Districts No. 1 – 8, City of Greeley, Colorado

To whom it may concern:

Crow Creek Construction, LLC (CCC) prepared the accompanying Cost Estimate for Proposed Facilities meeting Capital Plan Requirements for the Consolidated Service Plan for Union Colony West Metropolitan District No. 1 – 8 as submitted to the City of Greeley, Colorado. CCC has been in operation for more than 22 years. CCC's diverse project repertoire, which include master planned communities, commercial developments, roadway designs, municipal infrastructure improvements, floodplain modifications, and stormwater management projects, is regularly coordinated with municipalities, utility agencies, and fire districts within Northern Colorado, including:

- City of Greeley
- Town of Evans
- Town of Severance
- Town of Windsor
- Town of Johnstown
- Weld County
- City of Loveland
- City of Ft. Collins
- Larimer County

Among the services provided by CCC include both mass earthwork and detailed grading of the site, earthwork quantities, sub-excavation design, sanitary, water and storm sewer analysis, irrigation / landscape and design, estimation of construction costs, erosion / stormwater management design, drainage analysis, and project coordination.

CCC has based all associated costs for the public improvements under construction of the Land One Engineering plans prepared for the Union Colony West Subdivision submitted to the City of Greeley on February 29, 2024. CCC finds and determines that the constructed value of public improvements including soft & indirect construction costs, are valued at \$62,877,388. In the opinion of CCC, the above stated estimated value of Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe in similar locales.

Union Colony West Estimate of Developer Costs Public Improvement Costs

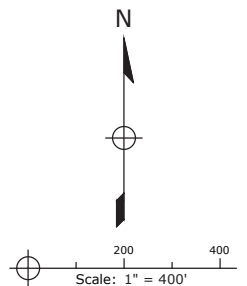
	Phase I - Single Family		Phase II - Single Family		Multi-Family		Commercial	All Phases
General Conditions	\$	2,931,820	\$	691,019	\$	2,150,650	\$ 391,470	\$ 6,164,960
Erosion Control	\$	197,032	\$	26,815	\$	352,425	\$ 34,012	\$ 610,284
Earthwork	\$	1,038,791	\$	16,788	\$	710,102	\$ 365,475	\$ 2,131,155
83rd Ave. - Offsite Sewer Main	\$	1,920,007	\$	-	\$	-	\$ -	\$ 1,920,007
Cache - Offsite Sewer Main	\$	-	\$	924,227	\$	-	\$ -	\$ 924,227
Sewer Main	\$	1,334,711	\$	512,959	\$	912,798	\$ 425,875	\$ 3,186,343
Skyline Ditch	\$	556,334	\$	-	\$	-	\$ -	\$ 556,334
Bellvue Transmssion Line Relocation	\$	1,942,265	\$	-	\$	-	\$ -	\$ 1,942,265
Water Main	\$	3,616,405	\$	548,212	\$	1,550,250	\$ 385,765	\$ 6,100,633
Storm Main	\$	1,316,737	\$	66,493	\$	900,875	\$ 235,875	\$ 2,519,980
Offsite / Onsite Irrigation Main	\$	1,542,508	\$	-	\$	1,054,554	\$ 365,250	\$ 2,962,312
Curb, Gutter & Sidewalks	\$	3,015,151	\$	568,623	\$	2,062,739	\$ 425,650	\$ 6,072,163
Asphalt Paving	\$	2,616,921	\$	560,458	\$	1,789,827	\$ 365,875	\$ 5,333,081
89th Ave. Concrete & Asphalt Paving	\$	685,115	\$	-	\$	-	\$ -	\$ 685,115
10th St. Improvements	\$	1,853,023	\$	-	\$	-	\$ -	\$ 1,853,023
Landscaping	\$	2,415,978	\$	-	\$	1,762,545	\$ 338,450	\$ 4,516,973
Raw Water / Irrigation - Open Space	\$	1,428,240	\$	-	\$	1,848,279	\$ 259,735	\$ 3,536,255
Raw Water / Irrigation - Right of Way	\$	2,703,360	\$	-	\$	-	\$ -	\$ 2,703,360
Raw Water / Irrigation - Park	\$	2,036,760	\$	-	\$	-	\$ -	\$ 2,036,760
Construction Administration & Contingency (15%)	\$	4,047,420	\$	587,339	\$	1,987,224	\$ 500,175	\$ 7,122,158
TOTAL	\$	37,198,577	\$	4,502,934	\$	17,082,269	\$ 4,093,607	\$ 62,877,388

EXHIBIT E

Map Depicting Public Improvements



- 18" RCP ———
- 24" RCP ———
- 30" RCP ———
- 36" RCP ———
- 42" RCP ———
- 48" RCP ———
- 54" RCP ———



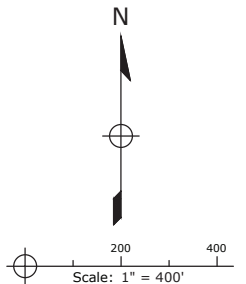
01/24/2024

Union Colony West Subdivision

Overall Stormwater Exhibit



8" SDR 35 PVC



01/24/2024

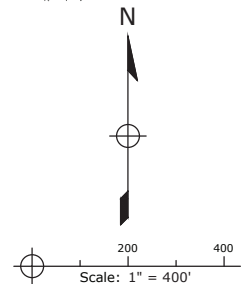
Union Colony West Subdivision

Overall Sanitary Sewer Exhibit

LANDONE
engineering
970-632-2311



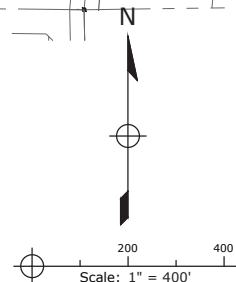
01/24/2024





6" C900 PVC ————
 16" C900 PVC ————

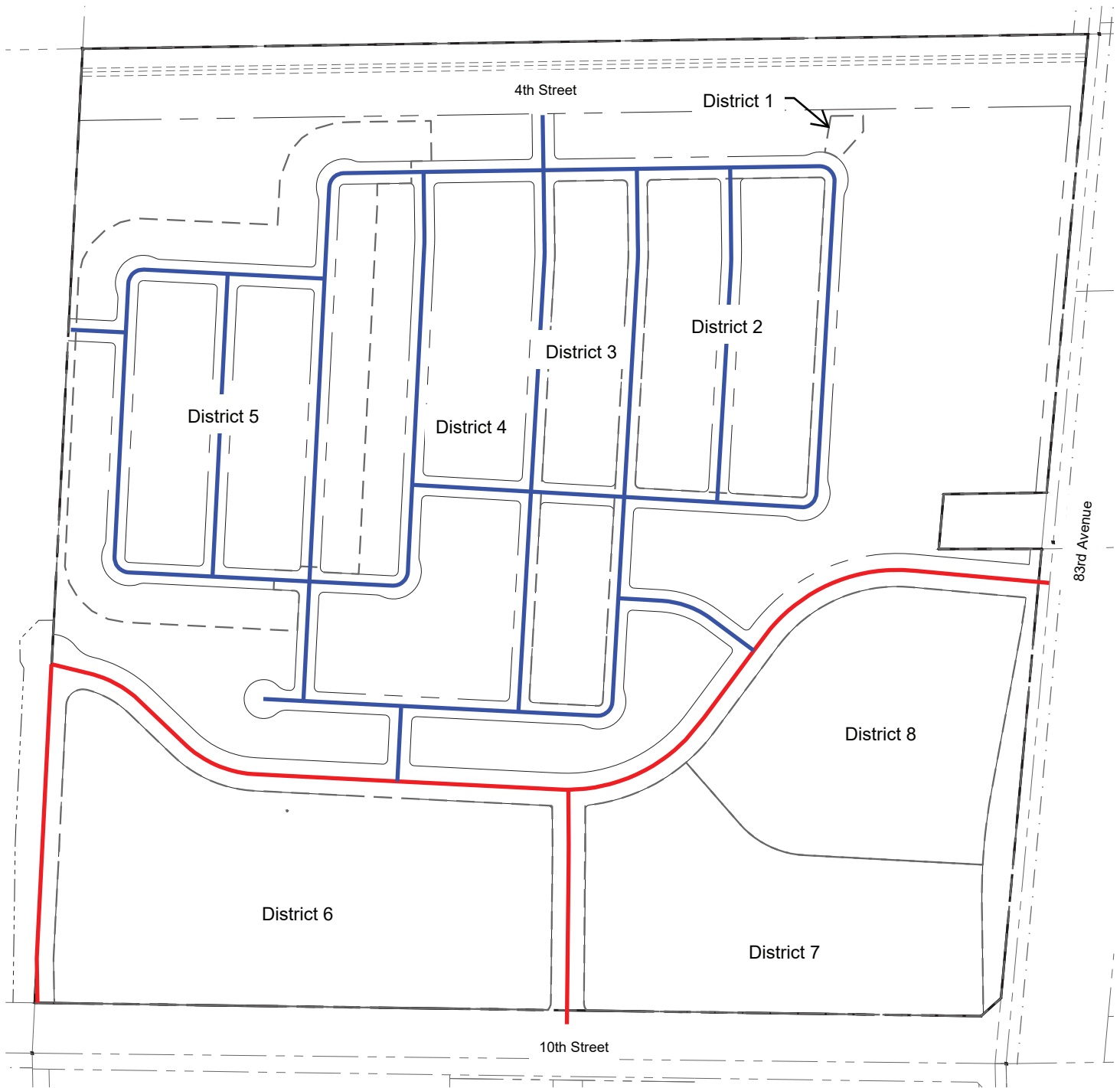
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Union Colony West Subdivision

Overall Non-Potable Water
 Exhibit

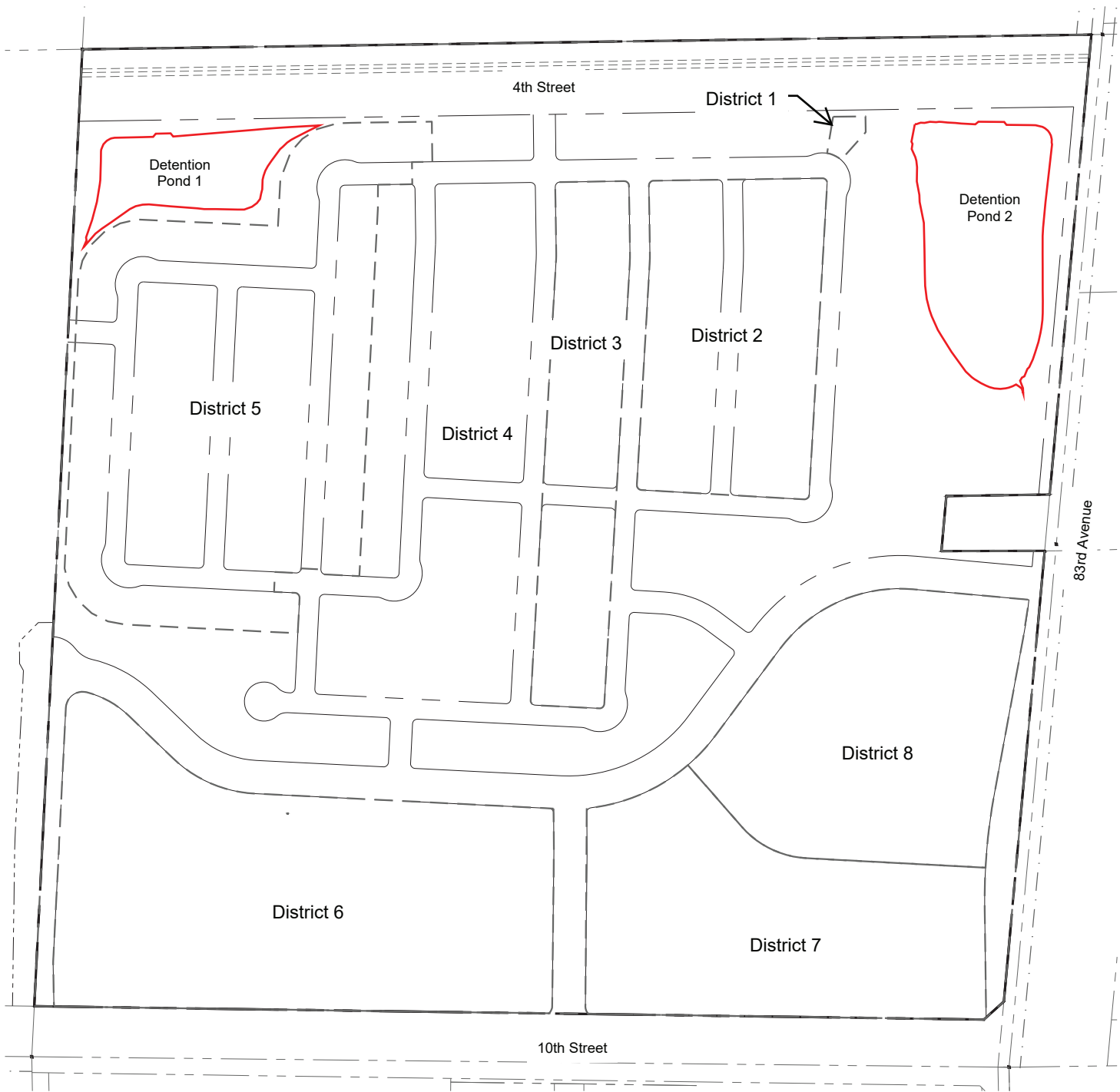
LAND  **ONE**
 engineering
 970-632-2311



01/24/2024

Union Colony West Subdivision

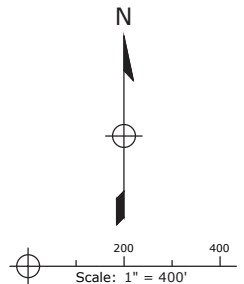
Overall Road Exhibit



Detention Pond Limits



01/24/2024



Union Colony West Subdivision

Overall Drainage Exhibit

LANDONE
engineering
970-632-2311

EXHIBIT F

Financial Plan

This forecast is only an example of what might be done and is intended to show the capacity of the Districts to issue debt. As such, the dates, mill levies, valuations, amount of the bond proceeds, and revenues may differ when debt is issued, and this forecast will not be binding on the Districts as long as the debt falls within the restrictions in this forecast is only an example of what might be done, and is meant to show the capacity of the Districts to issue debt. As such, the dates, mill levies, valuations, amount of the bond proceeds, and revenues may differ when debt is issued, and this forecast will not be binding on the Districts as long as the debt falls within the restrictions in the text of the Service Plan text of the Service Plan.

**Union Colony West Metropolitan District
Weld County, Colorado**

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**General Obligation Bonds, Series 2024A  
Subordinate Cash Flow Bonds, Series 2024B**

| <b>Bond Assumptions</b>               | <b>Series 2024A</b>   | <b>Series 2024B</b>  | <b>Total</b> |
|---------------------------------------|-----------------------|----------------------|--------------|
| Closing Date                          | 12/1/2024             | 12/1/2024            |              |
| First Call Date                       | 12/1/2029             | 12/1/2029            |              |
| Final Maturity                        | 12/1/2054             | 12/15/2054           |              |
| Discharge Date                        | 12/2/2064             | 12/2/2064            |              |
| <b>Sources of Funds</b>               |                       |                      |              |
| Par Amount                            | 27,220,000            | 5,065,000            | 32,285,000   |
| Total                                 | 27,220,000            | 5,065,000            | 32,285,000   |
| <b>Uses of Funds</b>                  |                       |                      |              |
| Project Fund                          | 20,211,600            | 4,913,050            | 25,124,650   |
| Capitalized Interest                  | 4,083,000             | 0                    | 4,083,000    |
| Surplus Deposit                       | 2,131,000             | 0                    | 2,131,000    |
| Cost of Issuance                      | 794,400               | 151,950              | 946,350      |
| Total                                 | 27,220,000            | 5,065,000            | 32,285,000   |
| <b>Debt Features</b>                  |                       |                      |              |
| Projected Coverage at Mill Levy Cap   | 1.30x                 | 1.00x                |              |
| Tax Status                            | Tax-Exempt            | Tax-Exempt           |              |
| Interest Payment Type                 | Current               | Cash Flow            |              |
| Rating                                | Non-Rated             | Non-Rated            |              |
| Coupon (Interest Rate)                | 5.000%                | 6.500%               |              |
| Annual Trustee Fee                    | \$4,000               | \$3,000              |              |
| <b>Biennial Reassessment</b>          |                       |                      |              |
| Residential                           | 2.00%                 | 2.00%                |              |
| Commercial                            | 2.00%                 | 2.00%                |              |
| <b>Tax Authority Assumptions</b>      |                       |                      |              |
| Metropolitan District Revenue         |                       |                      |              |
| Residential Assessment Ratio          |                       |                      |              |
| Service Plan Base Year                | 2023                  |                      |              |
| Single Family Residential Base Rate   | 6.95%                 |                      |              |
| Single Family Residential Future Rate | 7.15%                 |                      |              |
| Multi Family Residential Base Rate    | 6.80%                 |                      |              |
| Multi Family Residential Future Rate  | 7.15%                 |                      |              |
| Debt Service Mills                    | <b>Residential MD</b> | <b>Commercial MD</b> |              |
| Service Plan Mill Levy Cap            | 50.000                | 25.000               |              |
| Maximum Adjusted Cap                  | 50.000                | 25.000               |              |
| Target Mill Levy                      | 50.000                | 25.000               |              |
| Specific Ownership Tax                | 6.00%                 |                      |              |
| County Treasurer Fee                  | 1.50%                 |                      |              |
| Operations                            |                       |                      |              |
| Mill Levy                             | 10.000                | 10.000               |              |

Union Colony West Metropolitan District  
Development Summary

| Type<br>Statutory Actual<br>Value (2024) | Residential - SF |   |   |   |   |   |   |   |   |   | Total         |
|------------------------------------------|------------------|---|---|---|---|---|---|---|---|---|---------------|
|                                          | Single Family    | - | - | - | - | - | - | - | - | - |               |
|                                          | -                | - | - | - | - | - | - | - | - | - |               |
|                                          | \$460,000        | - | - | - | - | - | - | - | - | - |               |
| 2023                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2024                                     | 45               | - | - | - | - | - | - | - | - | - | 45            |
| 2025                                     | 240              | - | - | - | - | - | - | - | - | - | 240           |
| 2026                                     | 65               | - | - | - | - | - | - | - | - | - | 65            |
| 2027                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2028                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2029                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2030                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2031                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2032                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2033                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2034                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2035                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2036                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2037                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2038                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2039                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2040                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2041                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2042                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2043                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2044                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2045                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2046                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2047                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2048                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2049                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2050                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2051                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2052                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2053                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| 2054                                     | -                | - | - | - | - | - | - | - | - | - | -             |
| Total Units                              | 350              | - | - | - | - | - | - | - | - | - | 350           |
| Total Statutory<br>Actual Value          | \$161,000,000    | - | - | - | - | - | - | - | - | - | \$161,000,000 |

Union Colony West Metropolitan District  
Development Summary

| Type<br><br>Statutory Actual<br>Value (2024) | Residential - MF                                        |                                       |   |   |   |   |   |   |   |   | Total         |
|----------------------------------------------|---------------------------------------------------------|---------------------------------------|---|---|---|---|---|---|---|---|---------------|
|                                              | High Density - 21-<br>Unit, 3 Story<br>Style Apartments | Low Density -<br>6plexes &<br>8plexes | - | - | - | - | - | - | - | - |               |
|                                              | -                                                       | -                                     | - | - | - | - | - | - | - | - |               |
|                                              | \$325,000                                               | \$270,000                             | - | - | - | - | - | - | - | - |               |
| 2023                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2024                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2025                                         | 300                                                     | 125                                   | - | - | - | - | - | - | - | - | 425           |
| 2026                                         | 300                                                     | 125                                   | - | - | - | - | - | - | - | - | 425           |
| 2027                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2028                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2029                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2030                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2031                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2032                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2033                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2034                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2035                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2036                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2037                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2038                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2039                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2040                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2041                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2042                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2043                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2044                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2045                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2046                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2047                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2048                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2049                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2050                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2051                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2052                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2053                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| 2054                                         | -                                                       | -                                     | - | - | - | - | - | - | - | - | -             |
| Total Units                                  | 600                                                     | 250                                   | - | - | - | - | - | - | - | - | 850           |
| Total Statutory<br>Actual Value              | \$195,000,000                                           | \$67,500,000                          | - | - | - | - | - | - | - | - | \$262,500,000 |

Union Colony West Metropolitan District  
Development Summary

| Type<br>Statutory Actual<br>Value (2024) | Commercial   |   |   |   |   |   |   |   |   |   | Total        |
|------------------------------------------|--------------|---|---|---|---|---|---|---|---|---|--------------|
|                                          | Commercial   | - | - | - | - | - | - | - | - | - |              |
|                                          | -            | - | - | - | - | - | - | - | - | - |              |
|                                          | \$200        | - | - | - | - | - | - | - | - | - |              |
| 2023                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2024                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2025                                     | 69,600       | - | - | - | - | - | - | - | - | - | 69,600       |
| 2026                                     | 69,600       | - | - | - | - | - | - | - | - | - | 69,600       |
| 2027                                     | 69,600       | - | - | - | - | - | - | - | - | - | 69,600       |
| 2028                                     | 69,600       | - | - | - | - | - | - | - | - | - | 69,600       |
| 2029                                     | 69,600       | - | - | - | - | - | - | - | - | - | 69,600       |
| 2030                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2031                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2032                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2033                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2034                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2035                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2036                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2037                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2038                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2039                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2040                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2041                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2042                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2043                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2044                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2045                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2046                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2047                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2048                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2049                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2050                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2051                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2052                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2053                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| 2054                                     | -            | - | - | - | - | - | - | - | - | - | -            |
| Total Units                              | 348,000      | - | - | - | - | - | - | - | - | - | 348,000      |
| Total Statutory<br>Actual Value          | \$69,600,000 | - | - | - | - | - | - | - | - | - | \$69,600,000 |



**Union Colony West Metropolitan District - Residential**  
**Assessed Value**

|       | Vacant and Improved Land <sup>1</sup> |                                                           | Single Family Residential   |                                |                                   |                 |                                                 |
|-------|---------------------------------------|-----------------------------------------------------------|-----------------------------|--------------------------------|-----------------------------------|-----------------|-------------------------------------------------|
|       | Cumulative Statutory Actual Value     | Assessed Value in Collection Year<br>2 Year Lag<br>29.00% | Residential Units Delivered | Biennial Reassessment<br>2.00% | Cumulative Statutory Actual Value | Assessment Rate | Assessed Value in Collection Year<br>2 Year Lag |
| 2023  | 2,070,000                             | 0                                                         | -                           | -                              | 0                                 | 6.950%          | 0                                               |
| 2024  | 24,165,000                            | 0                                                         | 45                          | -                              | 20,700,000                        | 6.765%          | 0                                               |
| 2025  | 16,115,000                            | 600,300                                                   | 240                         | -                              | 133,308,000                       | 7.150%          | 0                                               |
| 2026  | 0                                     | 7,007,850                                                 | 65                          | 2,666,160                      | 167,082,120                       | 7.150%          | 1,480,050                                       |
| 2027  | 0                                     | 4,673,350                                                 | -                           | -                              | 167,082,120                       | 7.150%          | 9,531,522                                       |
| 2028  | 0                                     | 0                                                         | -                           | 3,341,642                      | 170,423,762                       | 7.150%          | 11,946,372                                      |
| 2029  | 0                                     | 0                                                         | -                           | -                              | 170,423,762                       | 7.150%          | 11,946,372                                      |
| 2030  | 0                                     | 0                                                         | -                           | 3,408,475                      | 173,832,238                       | 7.150%          | 12,185,299                                      |
| 2031  | 0                                     | 0                                                         | -                           | -                              | 173,832,238                       | 7.150%          | 12,185,299                                      |
| 2032  | 0                                     | 0                                                         | -                           | 3,476,645                      | 177,308,882                       | 7.150%          | 12,429,005                                      |
| 2033  | 0                                     | 0                                                         | -                           | -                              | 177,308,882                       | 7.150%          | 12,429,005                                      |
| 2034  | 0                                     | 0                                                         | -                           | 3,546,178                      | 180,855,060                       | 7.150%          | 12,677,585                                      |
| 2035  | 0                                     | 0                                                         | -                           | -                              | 180,855,060                       | 7.150%          | 12,677,585                                      |
| 2036  | 0                                     | 0                                                         | -                           | 3,617,101                      | 184,472,161                       | 7.150%          | 12,931,137                                      |
| 2037  | 0                                     | 0                                                         | -                           | -                              | 184,472,161                       | 7.150%          | 12,931,137                                      |
| 2038  | 0                                     | 0                                                         | -                           | 3,689,443                      | 188,161,604                       | 7.150%          | 13,189,760                                      |
| 2039  | 0                                     | 0                                                         | -                           | -                              | 188,161,604                       | 7.150%          | 13,189,760                                      |
| 2040  | 0                                     | 0                                                         | -                           | 3,763,232                      | 191,924,837                       | 7.150%          | 13,453,555                                      |
| 2041  | 0                                     | 0                                                         | -                           | -                              | 191,924,837                       | 7.150%          | 13,453,555                                      |
| 2042  | 0                                     | 0                                                         | -                           | 3,838,497                      | 195,763,333                       | 7.150%          | 13,722,626                                      |
| 2043  | 0                                     | 0                                                         | -                           | -                              | 195,763,333                       | 7.150%          | 13,722,626                                      |
| 2044  | 0                                     | 0                                                         | -                           | 3,915,267                      | 199,678,600                       | 7.150%          | 13,997,078                                      |
| 2045  | 0                                     | 0                                                         | -                           | -                              | 199,678,600                       | 7.150%          | 13,997,078                                      |
| 2046  | 0                                     | 0                                                         | -                           | 3,993,572                      | 203,672,172                       | 7.150%          | 14,277,020                                      |
| 2047  | 0                                     | 0                                                         | -                           | -                              | 203,672,172                       | 7.150%          | 14,277,020                                      |
| 2048  | 0                                     | 0                                                         | -                           | 4,073,443                      | 207,745,615                       | 7.150%          | 14,562,560                                      |
| 2049  | 0                                     | 0                                                         | -                           | -                              | 207,745,615                       | 7.150%          | 14,562,560                                      |
| 2050  | 0                                     | 0                                                         | -                           | 4,154,912                      | 211,900,528                       | 7.150%          | 14,853,812                                      |
| 2051  | 0                                     | 0                                                         | -                           | -                              | 211,900,528                       | 7.150%          | 14,853,812                                      |
| 2052  | 0                                     | 0                                                         | -                           | 4,238,011                      | 216,138,538                       | 7.150%          | 15,150,888                                      |
| 2053  | 0                                     | 0                                                         | -                           | -                              | 216,138,538                       | 7.150%          | 15,150,888                                      |
| 2054  | 0                                     | 0                                                         | -                           | -                              | 216,138,538                       | 7.150%          | 15,453,905                                      |
| Total |                                       |                                                           | 350                         | 51,722,578                     |                                   |                 |                                                 |

1. Vacant land value calculated in year prior to construction as 10% build-out market value

**Union Colony West Metropolitan District - Residential  
Assessed Value**

|       | Residential - Multi Family Residential |                          |                                      |                 |                                                    | Total                                              |
|-------|----------------------------------------|--------------------------|--------------------------------------|-----------------|----------------------------------------------------|----------------------------------------------------|
|       | Residential Units<br>Delivered         | Biennial<br>Reassessment | Cumulative Statutory<br>Actual Value | Assessment Rate | Assessed Value in<br>Collection Year<br>2 Year Lag | Assessed Value in<br>Collection Year<br>2 Year Lag |
|       |                                        | 2.00%                    |                                      |                 |                                                    |                                                    |
| 2023  | -                                      | -                        | 0                                    | 6.800%          | 0                                                  | 0                                                  |
| 2024  | -                                      | -                        | 0                                    | 6.765%          | 0                                                  | 0                                                  |
| 2025  | 425                                    | -                        | 133,875,000                          | 6.800%          | 0                                                  | 600,300                                            |
| 2026  | 425                                    | 2,677,500                | 273,105,000                          | 7.150%          | 0                                                  | 8,487,900                                          |
| 2027  | -                                      | -                        | 273,105,000                          | 7.150%          | 9,572,063                                          | 23,776,935                                         |
| 2028  | -                                      | 5,462,100                | 278,567,100                          | 7.150%          | 19,527,008                                         | 31,473,379                                         |
| 2029  | -                                      | -                        | 278,567,100                          | 7.150%          | 19,527,008                                         | 31,473,379                                         |
| 2030  | -                                      | 5,571,342                | 284,138,442                          | 7.150%          | 19,917,548                                         | 32,102,847                                         |
| 2031  | -                                      | -                        | 284,138,442                          | 7.150%          | 19,917,548                                         | 32,102,847                                         |
| 2032  | -                                      | 5,682,769                | 289,821,211                          | 7.150%          | 20,315,899                                         | 32,744,904                                         |
| 2033  | -                                      | -                        | 289,821,211                          | 7.150%          | 20,315,899                                         | 32,744,904                                         |
| 2034  | -                                      | 5,796,424                | 295,617,635                          | 7.150%          | 20,722,217                                         | 33,399,802                                         |
| 2035  | -                                      | -                        | 295,617,635                          | 7.150%          | 20,722,217                                         | 33,399,802                                         |
| 2036  | -                                      | 5,912,353                | 301,529,988                          | 7.150%          | 21,136,661                                         | 34,067,798                                         |
| 2037  | -                                      | -                        | 301,529,988                          | 7.150%          | 21,136,661                                         | 34,067,798                                         |
| 2038  | -                                      | 6,030,600                | 307,560,588                          | 7.150%          | 21,559,394                                         | 34,749,154                                         |
| 2039  | -                                      | -                        | 307,560,588                          | 7.150%          | 21,559,394                                         | 34,749,154                                         |
| 2040  | -                                      | 6,151,212                | 313,711,799                          | 7.150%          | 21,990,582                                         | 35,444,137                                         |
| 2041  | -                                      | -                        | 313,711,799                          | 7.150%          | 21,990,582                                         | 35,444,137                                         |
| 2042  | -                                      | 6,274,236                | 319,986,035                          | 7.150%          | 22,430,394                                         | 36,153,019                                         |
| 2043  | -                                      | -                        | 319,986,035                          | 7.150%          | 22,430,394                                         | 36,153,019                                         |
| 2044  | -                                      | 6,399,721                | 326,385,756                          | 7.150%          | 22,879,002                                         | 36,876,080                                         |
| 2045  | -                                      | -                        | 326,385,756                          | 7.150%          | 22,879,002                                         | 36,876,080                                         |
| 2046  | -                                      | 6,527,715                | 332,913,471                          | 7.150%          | 23,336,582                                         | 37,613,601                                         |
| 2047  | -                                      | -                        | 332,913,471                          | 7.150%          | 23,336,582                                         | 37,613,601                                         |
| 2048  | -                                      | 6,658,269                | 339,571,740                          | 7.150%          | 23,803,313                                         | 38,365,873                                         |
| 2049  | -                                      | -                        | 339,571,740                          | 7.150%          | 23,803,313                                         | 38,365,873                                         |
| 2050  | -                                      | 6,791,435                | 346,363,175                          | 7.150%          | 24,279,379                                         | 39,133,191                                         |
| 2051  | -                                      | -                        | 346,363,175                          | 7.150%          | 24,279,379                                         | 39,133,191                                         |
| 2052  | -                                      | 6,927,264                | 353,290,439                          | 7.150%          | 24,764,967                                         | 39,915,855                                         |
| 2053  | -                                      | -                        | 353,290,439                          | 7.150%          | 24,764,967                                         | 39,915,855                                         |
| 2054  | -                                      | -                        | 353,290,439                          | 7.150%          | 25,260,266                                         | 40,714,172                                         |
| Total | 850                                    | 82,862,939               |                                      |                 |                                                    |                                                    |

**Union Colony West Metropolitan District - Residential  
Revenue**

|       | Total                                | District Mill Levy Revenue                        |                                         |                                      | Expense                          |                    | Total                                 |
|-------|--------------------------------------|---------------------------------------------------|-----------------------------------------|--------------------------------------|----------------------------------|--------------------|---------------------------------------|
|       | Assessed Value in<br>Collection Year | Debt Mill Levy<br><br>50.000 Cap<br>50.000 Target | Debt Mill Levy<br>Collections<br>99.50% | Specific Ownership<br>Taxes<br>6.00% | County Treasurer<br>Fee<br>1.50% | Annual Trustee Fee | Revenue Available<br>for Debt Service |
| 2023  | 0                                    | 0.000                                             | 0                                       | 0                                    | 0                                | 0                  | 0                                     |
| 2024  | 0                                    | 0.000                                             | 0                                       | 0                                    | 0                                | 0                  | 0                                     |
| 2025  | 600,300                              | 50.000                                            | 29,865                                  | 1,792                                | (448)                            | (7,000)            | 24,209                                |
| 2026  | 8,487,900                            | 50.000                                            | 422,273                                 | 25,336                               | (6,334)                          | (7,000)            | 434,275                               |
| 2027  | 23,776,935                           | 50.000                                            | 1,182,902                               | 70,974                               | (17,744)                         | (7,000)            | 1,229,133                             |
| 2028  | 31,473,379                           | 50.000                                            | 1,565,801                               | 93,948                               | (23,487)                         | (7,000)            | 1,629,262                             |
| 2029  | 31,473,379                           | 50.000                                            | 1,565,801                               | 93,948                               | (23,487)                         | (7,000)            | 1,629,262                             |
| 2030  | 32,102,847                           | 50.000                                            | 1,597,117                               | 95,827                               | (23,957)                         | (7,000)            | 1,661,987                             |
| 2031  | 32,102,847                           | 50.000                                            | 1,597,117                               | 95,827                               | (23,957)                         | (7,000)            | 1,661,987                             |
| 2032  | 32,744,904                           | 50.000                                            | 1,629,059                               | 97,744                               | (24,436)                         | (7,000)            | 1,695,367                             |
| 2033  | 32,744,904                           | 50.000                                            | 1,629,059                               | 97,744                               | (24,436)                         | (7,000)            | 1,695,367                             |
| 2034  | 33,399,802                           | 50.000                                            | 1,661,640                               | 99,698                               | (24,925)                         | (7,000)            | 1,729,414                             |
| 2035  | 33,399,802                           | 50.000                                            | 1,661,640                               | 99,698                               | (24,925)                         | (7,000)            | 1,729,414                             |
| 2036  | 34,067,798                           | 50.000                                            | 1,694,873                               | 101,692                              | (25,423)                         | (7,000)            | 1,764,142                             |
| 2037  | 34,067,798                           | 50.000                                            | 1,694,873                               | 101,692                              | (25,423)                         | (7,000)            | 1,764,142                             |
| 2038  | 34,749,154                           | 50.000                                            | 1,728,770                               | 103,726                              | (25,932)                         | (7,000)            | 1,799,565                             |
| 2039  | 34,749,154                           | 50.000                                            | 1,728,770                               | 103,726                              | (25,932)                         | (7,000)            | 1,799,565                             |
| 2040  | 35,444,137                           | 50.000                                            | 1,763,346                               | 105,801                              | (26,450)                         | (7,000)            | 1,835,696                             |
| 2041  | 35,444,137                           | 50.000                                            | 1,763,346                               | 105,801                              | (26,450)                         | (7,000)            | 1,835,696                             |
| 2042  | 36,153,019                           | 50.000                                            | 1,798,613                               | 107,917                              | (26,979)                         | (7,000)            | 1,872,550                             |
| 2043  | 36,153,019                           | 50.000                                            | 1,798,613                               | 107,917                              | (26,979)                         | (7,000)            | 1,872,550                             |
| 2044  | 36,876,080                           | 50.000                                            | 1,834,585                               | 110,075                              | (27,519)                         | (7,000)            | 1,910,141                             |
| 2045  | 36,876,080                           | 50.000                                            | 1,834,585                               | 110,075                              | (27,519)                         | (7,000)            | 1,910,141                             |
| 2046  | 37,613,601                           | 50.000                                            | 1,871,277                               | 112,277                              | (28,069)                         | (7,000)            | 1,948,484                             |
| 2047  | 37,613,601                           | 50.000                                            | 1,871,277                               | 112,277                              | (28,069)                         | (7,000)            | 1,948,484                             |
| 2048  | 38,365,873                           | 50.000                                            | 1,908,702                               | 114,522                              | (28,631)                         | (7,000)            | 1,987,594                             |
| 2049  | 38,365,873                           | 50.000                                            | 1,908,702                               | 114,522                              | (28,631)                         | (7,000)            | 1,987,594                             |
| 2050  | 39,133,191                           | 50.000                                            | 1,946,876                               | 116,813                              | (29,203)                         | (7,000)            | 2,027,486                             |
| 2051  | 39,133,191                           | 50.000                                            | 1,946,876                               | 116,813                              | (29,203)                         | (7,000)            | 2,027,486                             |
| 2052  | 39,915,855                           | 50.000                                            | 1,985,814                               | 119,149                              | (29,787)                         | (7,000)            | 2,068,175                             |
| 2053  | 39,915,855                           | 50.000                                            | 1,985,814                               | 119,149                              | (29,787)                         | (7,000)            | 2,068,175                             |
| 2054  | 40,714,172                           | 50.000                                            | 2,025,530                               | 121,532                              | (30,383)                         | (7,000)            | 2,109,679                             |
| Total |                                      |                                                   | 49,633,515                              | 2,978,011                            | (744,503)                        | (210,000)          | 51,657,023                            |

**Union Colony West Metropolitan District - Commercial**  
**Assessed Value**

|       | Vacant and Improved Land <sup>1</sup> |                                                              | Commercial                 |                                   |                                      |                 |                                                    | Total                                              |
|-------|---------------------------------------|--------------------------------------------------------------|----------------------------|-----------------------------------|--------------------------------------|-----------------|----------------------------------------------------|----------------------------------------------------|
|       | Cumulative Statutory<br>Actual Value  | Assessed Value in<br>Collection Year<br>2 Year Lag<br>29.00% | Commercial SF<br>Delivered | Biennial<br>Reassessment<br>2.00% | Cumulative Statutory<br>Actual Value | Assessment Rate | Assessed Value in<br>Collection Year<br>2 Year Lag | Assessed Value in<br>Collection Year<br>2 Year Lag |
| 2023  | 0                                     | 0                                                            | -                          | -                                 | 0                                    | 29.000%         | 0                                                  | 0                                                  |
| 2024  | 1,392,000                             | 0                                                            | -                          | -                                 | 0                                    | 27.900%         | 0                                                  | 0                                                  |
| 2025  | 1,392,000                             | 0                                                            | 69,600                     | -                                 | 14,198,400                           | 29.000%         | 0                                                  | 0                                                  |
| 2026  | 1,392,000                             | 403,680                                                      | 69,600                     | 283,968                           | 28,964,736                           | 29.000%         | 0                                                  | 403,680                                            |
| 2027  | 1,392,000                             | 403,680                                                      | 69,600                     | -                                 | 43,736,751                           | 29.000%         | 4,117,536                                          | 4,521,216                                          |
| 2028  | 1,392,000                             | 403,680                                                      | 69,600                     | 874,735                           | 59,678,942                           | 29.000%         | 8,399,773                                          | 8,803,453                                          |
| 2029  | 0                                     | 403,680                                                      | 69,600                     | -                                 | 75,047,747                           | 29.000%         | 12,683,658                                         | 13,087,338                                         |
| 2030  | 0                                     | 403,680                                                      | -                          | 1,500,955                         | 76,548,702                           | 29.000%         | 17,306,893                                         | 17,710,573                                         |
| 2031  | 0                                     | 0                                                            | -                          | -                                 | 76,548,702                           | 29.000%         | 21,763,847                                         | 21,763,847                                         |
| 2032  | 0                                     | 0                                                            | -                          | 1,530,974                         | 78,079,676                           | 29.000%         | 22,199,124                                         | 22,199,124                                         |
| 2033  | 0                                     | 0                                                            | -                          | -                                 | 78,079,676                           | 29.000%         | 22,199,124                                         | 22,199,124                                         |
| 2034  | 0                                     | 0                                                            | -                          | 1,561,594                         | 79,641,269                           | 29.000%         | 22,643,106                                         | 22,643,106                                         |
| 2035  | 0                                     | 0                                                            | -                          | -                                 | 79,641,269                           | 29.000%         | 22,643,106                                         | 22,643,106                                         |
| 2036  | 0                                     | 0                                                            | -                          | 1,592,825                         | 81,234,095                           | 29.000%         | 23,095,968                                         | 23,095,968                                         |
| 2037  | 0                                     | 0                                                            | -                          | -                                 | 81,234,095                           | 29.000%         | 23,095,968                                         | 23,095,968                                         |
| 2038  | 0                                     | 0                                                            | -                          | 1,624,682                         | 82,858,777                           | 29.000%         | 23,557,887                                         | 23,557,887                                         |
| 2039  | 0                                     | 0                                                            | -                          | -                                 | 82,858,777                           | 29.000%         | 23,557,887                                         | 23,557,887                                         |
| 2040  | 0                                     | 0                                                            | -                          | 1,657,176                         | 84,515,952                           | 29.000%         | 24,029,045                                         | 24,029,045                                         |
| 2041  | 0                                     | 0                                                            | -                          | -                                 | 84,515,952                           | 29.000%         | 24,029,045                                         | 24,029,045                                         |
| 2042  | 0                                     | 0                                                            | -                          | 1,690,319                         | 86,206,271                           | 29.000%         | 24,509,626                                         | 24,509,626                                         |
| 2043  | 0                                     | 0                                                            | -                          | -                                 | 86,206,271                           | 29.000%         | 24,509,626                                         | 24,509,626                                         |
| 2044  | 0                                     | 0                                                            | -                          | 1,724,125                         | 87,930,397                           | 29.000%         | 24,999,819                                         | 24,999,819                                         |
| 2045  | 0                                     | 0                                                            | -                          | -                                 | 87,930,397                           | 29.000%         | 24,999,819                                         | 24,999,819                                         |
| 2046  | 0                                     | 0                                                            | -                          | 1,758,608                         | 89,689,005                           | 29.000%         | 25,499,815                                         | 25,499,815                                         |
| 2047  | 0                                     | 0                                                            | -                          | -                                 | 89,689,005                           | 29.000%         | 25,499,815                                         | 25,499,815                                         |
| 2048  | 0                                     | 0                                                            | -                          | 1,793,780                         | 91,482,785                           | 29.000%         | 26,009,811                                         | 26,009,811                                         |
| 2049  | 0                                     | 0                                                            | -                          | -                                 | 91,482,785                           | 29.000%         | 26,009,811                                         | 26,009,811                                         |
| 2050  | 0                                     | 0                                                            | -                          | 1,829,656                         | 93,312,440                           | 29.000%         | 26,530,008                                         | 26,530,008                                         |
| 2051  | 0                                     | 0                                                            | -                          | -                                 | 93,312,440                           | 29.000%         | 26,530,008                                         | 26,530,008                                         |
| 2052  | 0                                     | 0                                                            | -                          | 1,866,249                         | 95,178,689                           | 29.000%         | 27,060,608                                         | 27,060,608                                         |
| 2053  | 0                                     | 0                                                            | -                          | -                                 | 95,178,689                           | 29.000%         | 27,060,608                                         | 27,060,608                                         |
| 2054  | 0                                     | 0                                                            | -                          | -                                 | 95,178,689                           | 29.000%         | 27,601,820                                         | 27,601,820                                         |
| Total |                                       |                                                              | 348,000                    | 21,289,645                        |                                      |                 |                                                    |                                                    |

1. Vacant land value calculated in year prior to construction as 10% build-out market value

**Union Colony West Metropolitan District - Commercial  
Revenue**

|       | Total                                | District Mill Levy Revenue                        |                                         |                                      | Expense                          | Total                                 |
|-------|--------------------------------------|---------------------------------------------------|-----------------------------------------|--------------------------------------|----------------------------------|---------------------------------------|
|       | Assessed Value in<br>Collection Year | Debt Mill Levy<br><br>25.000 Cap<br>25.000 Target | Debt Mill Levy<br>Collections<br>99.50% | Specific Ownership<br>Taxes<br>6.00% | County Treasurer<br>Fee<br>1.50% | Revenue Available<br>for Debt Service |
| 2023  | 0                                    | 0.000                                             | 0                                       | 0                                    | 0                                | 0                                     |
| 2024  | 0                                    | 0.000                                             | 0                                       | 0                                    | 0                                | 0                                     |
| 2025  | 0                                    | 25.000                                            | 0                                       | 0                                    | 0                                | 0                                     |
| 2026  | 403,680                              | 25.000                                            | 10,042                                  | 602                                  | (151)                            | 10,493                                |
| 2027  | 4,521,216                            | 25.000                                            | 112,465                                 | 6,748                                | (1,687)                          | 117,526                               |
| 2028  | 8,803,453                            | 25.000                                            | 218,986                                 | 13,139                               | (3,285)                          | 228,840                               |
| 2029  | 13,087,338                           | 25.000                                            | 325,548                                 | 19,533                               | (4,883)                          | 340,197                               |
| 2030  | 17,710,573                           | 25.000                                            | 440,551                                 | 26,433                               | (6,608)                          | 460,375                               |
| 2031  | 21,763,847                           | 25.000                                            | 541,376                                 | 32,483                               | (8,121)                          | 565,738                               |
| 2032  | 22,199,124                           | 25.000                                            | 552,203                                 | 33,132                               | (8,283)                          | 577,052                               |
| 2033  | 22,199,124                           | 25.000                                            | 552,203                                 | 33,132                               | (8,283)                          | 577,052                               |
| 2034  | 22,643,106                           | 25.000                                            | 563,247                                 | 33,795                               | (8,449)                          | 588,593                               |
| 2035  | 22,643,106                           | 25.000                                            | 563,247                                 | 33,795                               | (8,449)                          | 588,593                               |
| 2036  | 23,095,968                           | 25.000                                            | 574,512                                 | 34,471                               | (8,618)                          | 600,365                               |
| 2037  | 23,095,968                           | 25.000                                            | 574,512                                 | 34,471                               | (8,618)                          | 600,365                               |
| 2038  | 23,557,887                           | 25.000                                            | 586,002                                 | 35,160                               | (8,790)                          | 612,373                               |
| 2039  | 23,557,887                           | 25.000                                            | 586,002                                 | 35,160                               | (8,790)                          | 612,373                               |
| 2040  | 24,029,045                           | 25.000                                            | 597,722                                 | 35,863                               | (8,966)                          | 624,620                               |
| 2041  | 24,029,045                           | 25.000                                            | 597,722                                 | 35,863                               | (8,966)                          | 624,620                               |
| 2042  | 24,509,626                           | 25.000                                            | 609,677                                 | 36,581                               | (9,145)                          | 637,112                               |
| 2043  | 24,509,626                           | 25.000                                            | 609,677                                 | 36,581                               | (9,145)                          | 637,112                               |
| 2044  | 24,999,819                           | 25.000                                            | 621,870                                 | 37,312                               | (9,328)                          | 649,855                               |
| 2045  | 24,999,819                           | 25.000                                            | 621,870                                 | 37,312                               | (9,328)                          | 649,855                               |
| 2046  | 25,499,815                           | 25.000                                            | 634,308                                 | 38,058                               | (9,515)                          | 662,852                               |
| 2047  | 25,499,815                           | 25.000                                            | 634,308                                 | 38,058                               | (9,515)                          | 662,852                               |
| 2048  | 26,009,811                           | 25.000                                            | 646,994                                 | 38,820                               | (9,705)                          | 676,109                               |
| 2049  | 26,009,811                           | 25.000                                            | 646,994                                 | 38,820                               | (9,705)                          | 676,109                               |
| 2050  | 26,530,008                           | 25.000                                            | 659,934                                 | 39,596                               | (9,899)                          | 689,631                               |
| 2051  | 26,530,008                           | 25.000                                            | 659,934                                 | 39,596                               | (9,899)                          | 689,631                               |
| 2052  | 27,060,608                           | 25.000                                            | 673,133                                 | 40,388                               | (10,097)                         | 703,424                               |
| 2053  | 27,060,608                           | 25.000                                            | 673,133                                 | 40,388                               | (10,097)                         | 703,424                               |
| 2054  | 27,601,820                           | 25.000                                            | 686,595                                 | 41,196                               | (10,299)                         | 717,492                               |
| Total |                                      |                                                   | 15,774,769                              | 946,486                              | (236,622)                        | 16,484,633                            |

**Union Colony West Metropolitan District  
Debt Service**

|       | Total<br><br>Revenue Available<br>for Debt Service | Net Debt Service                                            | Surplus Fund   |                                                   |                  | Ratio Analysis           |                                  |
|-------|----------------------------------------------------|-------------------------------------------------------------|----------------|---------------------------------------------------|------------------|--------------------------|----------------------------------|
|       |                                                    | Series 2024A                                                | Annual Surplus | Cumulative<br>Balance <sup>1</sup><br>\$5,444,000 | Released Revenue | Debt Service<br>Coverage | Senior Debt to<br>Assessed Value |
|       |                                                    | Dated: 12/1/2024<br>Par: \$27,220,000<br>Proj: \$20,211,600 |                |                                                   |                  |                          |                                  |
| 2023  | 0                                                  |                                                             |                |                                                   |                  |                          |                                  |
| 2024  | 0                                                  | 0                                                           | 0              | 2,131,000                                         | 0                | n/a                      | 4534%                            |
| 2025  | 24,209                                             | 0                                                           | 24,209         | 2,155,209                                         | 0                | n/a                      | 306%                             |
| 2026  | 444,769                                            | 0                                                           | 444,769        | 2,599,978                                         | 0                | n/a                      | 96%                              |
| 2027  | 1,346,659                                          | 0                                                           | 1,346,659      | 3,946,637                                         | 0                | n/a                      | 68%                              |
| 2028  | 1,858,102                                          | 1,426,000                                                   | 432,102        | 4,378,739                                         | 0                | 130%                     | 61%                              |
| 2029  | 1,969,459                                          | 1,512,750                                                   | 456,709        | 4,835,448                                         | 0                | 130%                     | 54%                              |
| 2030  | 2,122,362                                          | 1,630,000                                                   | 492,362        | 5,327,810                                         | 0                | 130%                     | 50%                              |
| 2031  | 2,227,724                                          | 1,711,000                                                   | 516,724        | 5,444,000                                         | 400,534          | 130%                     | 48%                              |
| 2032  | 2,272,419                                          | 1,747,250                                                   | 525,169        | 5,444,000                                         | 525,169          | 130%                     | 47%                              |
| 2033  | 2,272,419                                          | 1,745,750                                                   | 526,669        | 5,444,000                                         | 526,669          | 130%                     | 45%                              |
| 2034  | 2,318,007                                          | 1,778,250                                                   | 539,757        | 5,444,000                                         | 539,757          | 130%                     | 45%                              |
| 2035  | 2,318,007                                          | 1,783,000                                                   | 535,007        | 5,444,000                                         | 535,007          | 130%                     | 43%                              |
| 2036  | 2,364,507                                          | 1,816,250                                                   | 548,257        | 5,444,000                                         | 548,257          | 130%                     | 42%                              |
| 2037  | 2,364,507                                          | 1,816,500                                                   | 548,007        | 5,444,000                                         | 548,007          | 130%                     | 40%                              |
| 2038  | 2,411,938                                          | 1,850,250                                                   | 561,688        | 5,444,000                                         | 561,688          | 130%                     | 39%                              |
| 2039  | 2,411,938                                          | 1,850,750                                                   | 561,188        | 5,444,000                                         | 561,188          | 130%                     | 37%                              |
| 2040  | 2,460,316                                          | 1,889,500                                                   | 570,816        | 5,444,000                                         | 570,816          | 130%                     | 35%                              |
| 2041  | 2,460,316                                          | 1,889,500                                                   | 570,816        | 5,444,000                                         | 570,816          | 130%                     | 33%                              |
| 2042  | 2,509,663                                          | 1,927,500                                                   | 582,163        | 5,444,000                                         | 582,163          | 130%                     | 32%                              |
| 2043  | 2,509,663                                          | 1,926,500                                                   | 583,163        | 5,444,000                                         | 583,163          | 130%                     | 30%                              |
| 2044  | 2,559,996                                          | 1,968,250                                                   | 591,746        | 5,444,000                                         | 591,746          | 130%                     | 28%                              |
| 2045  | 2,559,996                                          | 1,965,500                                                   | 594,496        | 5,444,000                                         | 594,496          | 130%                     | 26%                              |
| 2046  | 2,611,336                                          | 2,005,250                                                   | 606,086        | 5,444,000                                         | 606,086          | 130%                     | 24%                              |
| 2047  | 2,611,336                                          | 2,005,250                                                   | 606,086        | 5,444,000                                         | 606,086          | 130%                     | 21%                              |
| 2048  | 2,663,703                                          | 2,047,250                                                   | 616,453        | 5,444,000                                         | 616,453          | 130%                     | 19%                              |
| 2049  | 2,663,703                                          | 2,049,000                                                   | 614,703        | 5,444,000                                         | 614,703          | 130%                     | 17%                              |
| 2050  | 2,717,117                                          | 2,087,250                                                   | 629,867        | 5,444,000                                         | 629,867          | 130%                     | 14%                              |
| 2051  | 2,717,117                                          | 2,085,000                                                   | 632,117        | 5,444,000                                         | 632,117          | 130%                     | 11%                              |
| 2052  | 2,771,599                                          | 2,129,000                                                   | 642,599        | 5,444,000                                         | 642,599          | 130%                     | 9%                               |
| 2053  | 2,771,599                                          | 2,131,750                                                   | 639,849        | 5,444,000                                         | 639,849          | 130%                     | 6%                               |
| 2054  | 2,827,171                                          | 4,305,000                                                   | (1,477,829)    | 0                                                 | 3,966,171        | 66%                      | 0%                               |
| Total | 68,141,656                                         | 53,079,250                                                  | 15,062,406     |                                                   | 17,193,406       |                          |                                  |

1. Assumes \$2,131,000 Deposit to Surplus Fund at Closing

**Union Colony West Metropolitan District  
Subordinate Debt Service**

|            | Revenue Available<br>for Debt Service | Current Interest<br><br>6.500% | Payment Toward<br>Current Interest | Accrued Interest +<br>Int. on Balance | Payment Toward<br>Accrued Interest | Interest Payment<br><br>6.500% | Balance of<br>Accrued Interest | Principal Payment | Principal Balance | Debt Service                                                  |                  |
|------------|---------------------------------------|--------------------------------|------------------------------------|---------------------------------------|------------------------------------|--------------------------------|--------------------------------|-------------------|-------------------|---------------------------------------------------------------|------------------|
|            |                                       |                                |                                    |                                       |                                    |                                |                                |                   |                   | Series 2024B                                                  | Released Revenue |
|            |                                       |                                |                                    |                                       |                                    |                                |                                |                   |                   | Dated: 12/1/2024<br><br>Par: \$5,065,000<br>Proj: \$4,913,050 |                  |
| 12/15/2023 | -                                     | -                              | -                                  | -                                     | -                                  | -                              | -                              | -                 | -                 | -                                                             | -                |
| 12/1/2024  | -                                     | -                              | -                                  | -                                     | -                                  | -                              | -                              | -                 | 5,065,000         | -                                                             | -                |
| 12/15/2025 | -                                     | 342,028                        | -                                  | 342,028                               | -                                  | -                              | 342,028                        | -                 | 5,065,000         | -                                                             | -                |
| 12/15/2026 | -                                     | 329,225                        | -                                  | 351,457                               | -                                  | -                              | 693,485                        | -                 | 5,065,000         | -                                                             | -                |
| 12/15/2027 | -                                     | 329,225                        | -                                  | 374,302                               | -                                  | -                              | 1,067,787                      | -                 | 5,065,000         | -                                                             | -                |
| 12/15/2028 | -                                     | 329,225                        | -                                  | 398,631                               | -                                  | -                              | 1,466,418                      | -                 | 5,065,000         | -                                                             | -                |
| 12/15/2029 | -                                     | 329,225                        | -                                  | 424,542                               | -                                  | -                              | 1,890,960                      | -                 | 5,065,000         | -                                                             | -                |
| 12/15/2030 | -                                     | 329,225                        | -                                  | 452,137                               | -                                  | -                              | 2,343,097                      | -                 | 5,065,000         | -                                                             | -                |
| 12/15/2031 | 400,534                               | 329,225                        | 329,225                            | 152,301                               | 71,309                             | 400,534                        | 2,424,089                      | -                 | 5,065,000         | 400,534                                                       | -                |
| 12/15/2032 | 525,169                               | 329,225                        | 329,225                            | 157,566                               | 195,944                            | 525,169                        | 2,385,711                      | -                 | 5,065,000         | 525,169                                                       | -                |
| 12/15/2033 | 526,669                               | 329,225                        | 329,225                            | 155,071                               | 197,444                            | 526,669                        | 2,343,339                      | -                 | 5,065,000         | 526,669                                                       | -                |
| 12/15/2034 | 539,757                               | 329,225                        | 329,225                            | 152,317                               | 210,532                            | 539,757                        | 2,285,123                      | -                 | 5,065,000         | 539,757                                                       | -                |
| 12/15/2035 | 535,007                               | 329,225                        | 329,225                            | 148,533                               | 205,782                            | 535,007                        | 2,227,874                      | -                 | 5,065,000         | 535,007                                                       | -                |
| 12/15/2036 | 548,257                               | 329,225                        | 329,225                            | 144,812                               | 219,032                            | 548,257                        | 2,153,653                      | -                 | 5,065,000         | 548,257                                                       | -                |
| 12/15/2037 | 548,007                               | 329,225                        | 329,225                            | 139,987                               | 218,782                            | 548,007                        | 2,074,858                      | -                 | 5,065,000         | 548,007                                                       | -                |
| 12/15/2038 | 561,688                               | 329,225                        | 329,225                            | 134,866                               | 232,463                            | 561,688                        | 1,977,261                      | -                 | 5,065,000         | 561,688                                                       | -                |
| 12/15/2039 | 561,188                               | 329,225                        | 329,225                            | 128,522                               | 231,963                            | 561,188                        | 1,873,821                      | -                 | 5,065,000         | 561,188                                                       | -                |
| 12/15/2040 | 570,816                               | 329,225                        | 329,225                            | 121,798                               | 241,591                            | 570,816                        | 1,754,028                      | -                 | 5,065,000         | 570,816                                                       | -                |
| 12/15/2041 | 570,816                               | 329,225                        | 329,225                            | 114,012                               | 241,591                            | 570,816                        | 1,626,448                      | -                 | 5,065,000         | 570,816                                                       | -                |
| 12/15/2042 | 582,163                               | 329,225                        | 329,225                            | 105,719                               | 252,938                            | 582,163                        | 1,479,230                      | -                 | 5,065,000         | 582,163                                                       | -                |
| 12/15/2043 | 583,163                               | 329,225                        | 329,225                            | 96,150                                | 253,938                            | 583,163                        | 1,321,442                      | -                 | 5,065,000         | 583,163                                                       | -                |
| 12/15/2044 | 591,746                               | 329,225                        | 329,225                            | 85,894                                | 262,521                            | 591,746                        | 1,144,814                      | -                 | 5,065,000         | 591,746                                                       | -                |
| 12/15/2045 | 594,496                               | 329,225                        | 329,225                            | 74,413                                | 265,271                            | 594,496                        | 953,956                        | -                 | 5,065,000         | 594,496                                                       | -                |
| 12/15/2046 | 606,086                               | 329,225                        | 329,225                            | 62,007                                | 276,861                            | 606,086                        | 739,103                        | -                 | 5,065,000         | 606,086                                                       | -                |
| 12/15/2047 | 606,086                               | 329,225                        | 329,225                            | 48,042                                | 276,861                            | 606,086                        | 510,284                        | -                 | 5,065,000         | 606,086                                                       | -                |
| 12/15/2048 | 616,453                               | 329,225                        | 329,225                            | 33,168                                | 287,228                            | 616,453                        | 256,224                        | -                 | 5,065,000         | 616,453                                                       | -                |
| 12/15/2049 | 614,703                               | 329,225                        | 329,225                            | 16,655                                | 272,879                            | 602,104                        | -                              | 12,000            | 5,053,000         | 614,104                                                       | -                |
| 12/15/2050 | 629,867                               | 328,445                        | 328,445                            | -                                     | -                                  | 328,445                        | -                              | 302,000           | 4,751,000         | 630,445                                                       | -                |
| 12/15/2051 | 632,117                               | 308,815                        | 308,815                            | -                                     | -                                  | 308,815                        | -                              | 323,000           | 4,428,000         | 631,815                                                       | -                |
| 12/15/2052 | 642,599                               | 287,820                        | 287,820                            | -                                     | -                                  | 287,820                        | -                              | 355,000           | 4,073,000         | 642,820                                                       | -                |
| 12/15/2053 | 639,849                               | 264,745                        | 264,745                            | -                                     | -                                  | 264,745                        | -                              | 375,000           | 3,698,000         | 639,745                                                       | -                |
| 12/15/2054 | 3,966,171                             | 240,370                        | 240,370                            | -                                     | -                                  | 240,370                        | -                              | 3,698,000         | -                 | 3,938,370                                                     | 28,006           |
|            | 17,193,406                            | 9,673,623                      |                                    |                                       |                                    | 12,100,400                     |                                | 5,065,000         |                   | 17,165,400                                                    | 28,006           |

**Union Colony West Metropolitan District - Residential  
Revenue**

|       | Total                                | Operations Mill Levy Revenue                 |                                        |                                      | Expense                          | Total                               |
|-------|--------------------------------------|----------------------------------------------|----------------------------------------|--------------------------------------|----------------------------------|-------------------------------------|
|       | Assessed Value in<br>Collection Year | O&M Mill Levy<br>10.000 Cap<br>10.000 Target | O&M Mill Levy<br>Collections<br>99.50% | Specific Ownership<br>Taxes<br>6.00% | County Treasurer<br>Fee<br>1.50% | Revenue Available<br>for Operations |
| 2023  | 0                                    | 10.000                                       | 0                                      | 0                                    | 0                                | 0                                   |
| 2024  | 0                                    | 10.000                                       | 0                                      | 0                                    | 0                                | 0                                   |
| 2025  | 600,300                              | 10.000                                       | 5,973                                  | 358                                  | (90)                             | 6,242                               |
| 2026  | 8,487,900                            | 10.000                                       | 84,455                                 | 5,067                                | (1,267)                          | 88,255                              |
| 2027  | 23,776,935                           | 10.000                                       | 236,580                                | 14,195                               | (3,549)                          | 247,227                             |
| 2028  | 31,473,379                           | 10.000                                       | 313,160                                | 18,790                               | (4,697)                          | 327,252                             |
| 2029  | 31,473,379                           | 10.000                                       | 313,160                                | 18,790                               | (4,697)                          | 327,252                             |
| 2030  | 32,102,847                           | 10.000                                       | 319,423                                | 19,165                               | (4,791)                          | 333,797                             |
| 2031  | 32,102,847                           | 10.000                                       | 319,423                                | 19,165                               | (4,791)                          | 333,797                             |
| 2032  | 32,744,904                           | 10.000                                       | 325,812                                | 19,549                               | (4,887)                          | 340,473                             |
| 2033  | 32,744,904                           | 10.000                                       | 325,812                                | 19,549                               | (4,887)                          | 340,473                             |
| 2034  | 33,399,802                           | 10.000                                       | 332,328                                | 19,940                               | (4,985)                          | 347,283                             |
| 2035  | 33,399,802                           | 10.000                                       | 332,328                                | 19,940                               | (4,985)                          | 347,283                             |
| 2036  | 34,067,798                           | 10.000                                       | 338,975                                | 20,338                               | (5,085)                          | 354,228                             |
| 2037  | 34,067,798                           | 10.000                                       | 338,975                                | 20,338                               | (5,085)                          | 354,228                             |
| 2038  | 34,749,154                           | 10.000                                       | 345,754                                | 20,745                               | (5,186)                          | 361,313                             |
| 2039  | 34,749,154                           | 10.000                                       | 345,754                                | 20,745                               | (5,186)                          | 361,313                             |
| 2040  | 35,444,137                           | 10.000                                       | 352,669                                | 21,160                               | (5,290)                          | 368,539                             |
| 2041  | 35,444,137                           | 10.000                                       | 352,669                                | 21,160                               | (5,290)                          | 368,539                             |
| 2042  | 36,153,019                           | 10.000                                       | 359,723                                | 21,583                               | (5,396)                          | 375,910                             |
| 2043  | 36,153,019                           | 10.000                                       | 359,723                                | 21,583                               | (5,396)                          | 375,910                             |
| 2044  | 36,876,080                           | 10.000                                       | 366,917                                | 22,015                               | (5,504)                          | 383,428                             |
| 2045  | 36,876,080                           | 10.000                                       | 366,917                                | 22,015                               | (5,504)                          | 383,428                             |
| 2046  | 37,613,601                           | 10.000                                       | 374,255                                | 22,455                               | (5,614)                          | 391,097                             |
| 2047  | 37,613,601                           | 10.000                                       | 374,255                                | 22,455                               | (5,614)                          | 391,097                             |
| 2048  | 38,365,873                           | 10.000                                       | 381,740                                | 22,904                               | (5,726)                          | 398,919                             |
| 2049  | 38,365,873                           | 10.000                                       | 381,740                                | 22,904                               | (5,726)                          | 398,919                             |
| 2050  | 39,133,191                           | 10.000                                       | 389,375                                | 23,363                               | (5,841)                          | 406,897                             |
| 2051  | 39,133,191                           | 10.000                                       | 389,375                                | 23,363                               | (5,841)                          | 406,897                             |
| 2052  | 39,915,855                           | 10.000                                       | 397,163                                | 23,830                               | (5,957)                          | 415,035                             |
| 2053  | 39,915,855                           | 10.000                                       | 397,163                                | 23,830                               | (5,957)                          | 415,035                             |
| 2054  | 40,714,172                           | 10.000                                       | 405,106                                | 24,306                               | (6,077)                          | 423,336                             |
| Total |                                      |                                              | 9,926,703                              | 595,602                              | (148,901)                        | 10,373,405                          |



**Union Colony West Metropolitan District - Commercial  
Revenue**

|       | Total                                | Operations Mill Levy Revenue                 |                                        |                                      | Expense                          | Total                               |
|-------|--------------------------------------|----------------------------------------------|----------------------------------------|--------------------------------------|----------------------------------|-------------------------------------|
|       | Assessed Value in<br>Collection Year | O&M Mill Levy<br>10.000 Cap<br>10.000 Target | O&M Mill Levy<br>Collections<br>99.50% | Specific Ownership<br>Taxes<br>6.00% | County Treasurer<br>Fee<br>1.50% | Revenue Available<br>for Operations |
| 2023  | 0                                    | 10.000                                       | 0                                      | 0                                    | 0                                | 0                                   |
| 2024  | 0                                    | 10.000                                       | 0                                      | 0                                    | 0                                | 0                                   |
| 2025  | 0                                    | 10.000                                       | 0                                      | 0                                    | 0                                | 0                                   |
| 2026  | 403,680                              | 10.000                                       | 4,017                                  | 241                                  | (60)                             | 4,197                               |
| 2027  | 4,521,216                            | 10.000                                       | 44,986                                 | 2,699                                | (675)                            | 47,010                              |
| 2028  | 8,803,453                            | 10.000                                       | 87,594                                 | 5,256                                | (1,314)                          | 91,536                              |
| 2029  | 13,087,338                           | 10.000                                       | 130,219                                | 7,813                                | (1,953)                          | 136,079                             |
| 2030  | 17,710,573                           | 10.000                                       | 176,220                                | 10,573                               | (2,643)                          | 184,150                             |
| 2031  | 21,763,847                           | 10.000                                       | 216,550                                | 12,993                               | (3,248)                          | 226,295                             |
| 2032  | 22,199,124                           | 10.000                                       | 220,881                                | 13,253                               | (3,313)                          | 230,821                             |
| 2033  | 22,199,124                           | 10.000                                       | 220,881                                | 13,253                               | (3,313)                          | 230,821                             |
| 2034  | 22,643,106                           | 10.000                                       | 225,299                                | 13,518                               | (3,379)                          | 235,437                             |
| 2035  | 22,643,106                           | 10.000                                       | 225,299                                | 13,518                               | (3,379)                          | 235,437                             |
| 2036  | 23,095,968                           | 10.000                                       | 229,805                                | 13,788                               | (3,447)                          | 240,146                             |
| 2037  | 23,095,968                           | 10.000                                       | 229,805                                | 13,788                               | (3,447)                          | 240,146                             |
| 2038  | 23,557,887                           | 10.000                                       | 234,401                                | 14,064                               | (3,516)                          | 244,949                             |
| 2039  | 23,557,887                           | 10.000                                       | 234,401                                | 14,064                               | (3,516)                          | 244,949                             |
| 2040  | 24,029,045                           | 10.000                                       | 239,089                                | 14,345                               | (3,586)                          | 249,848                             |
| 2041  | 24,029,045                           | 10.000                                       | 239,089                                | 14,345                               | (3,586)                          | 249,848                             |
| 2042  | 24,509,626                           | 10.000                                       | 243,871                                | 14,632                               | (3,658)                          | 254,845                             |
| 2043  | 24,509,626                           | 10.000                                       | 243,871                                | 14,632                               | (3,658)                          | 254,845                             |
| 2044  | 24,999,819                           | 10.000                                       | 248,748                                | 14,925                               | (3,731)                          | 259,942                             |
| 2045  | 24,999,819                           | 10.000                                       | 248,748                                | 14,925                               | (3,731)                          | 259,942                             |
| 2046  | 25,499,815                           | 10.000                                       | 253,723                                | 15,223                               | (3,806)                          | 265,141                             |
| 2047  | 25,499,815                           | 10.000                                       | 253,723                                | 15,223                               | (3,806)                          | 265,141                             |
| 2048  | 26,009,811                           | 10.000                                       | 258,798                                | 15,528                               | (3,882)                          | 270,444                             |
| 2049  | 26,009,811                           | 10.000                                       | 258,798                                | 15,528                               | (3,882)                          | 270,444                             |
| 2050  | 26,530,008                           | 10.000                                       | 263,974                                | 15,838                               | (3,960)                          | 275,852                             |
| 2051  | 26,530,008                           | 10.000                                       | 263,974                                | 15,838                               | (3,960)                          | 275,852                             |
| 2052  | 27,060,608                           | 10.000                                       | 269,253                                | 16,155                               | (4,039)                          | 281,369                             |
| 2053  | 27,060,608                           | 10.000                                       | 269,253                                | 16,155                               | (4,039)                          | 281,369                             |
| 2054  | 27,601,820                           | 10.000                                       | 274,638                                | 16,478                               | (4,120)                          | 286,997                             |
| Total |                                      |                                              | 6,309,908                              | 378,594                              | (94,649)                         | 6,593,853                           |

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## SOURCES AND USES OF FUNDS

### UNION COLONY WEST METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024A SUBORDINATE CASH FLOW BONDS, SERIES 2024B

Dated Date 12/01/2024
Delivery Date 12/01/2024

<i>Sources:</i>	<i>Series 2024A</i>	<i>Series 2024B</i>	<i>Total</i>
Bond Proceeds:			
Par Amount	27,220,000.00	5,065,000.00	32,285,000.00
	27,220,000.00	5,065,000.00	32,285,000.00
<i>Uses:</i>	<i>Series 2024A</i>	<i>Series 2024B</i>	<i>Total</i>
Project Fund Deposits:			
Project Fund	20,211,600.00	4,913,050.00	25,124,650.00
Other Fund Deposits:			
Capitalized Interest Fund	4,083,000.00		4,083,000.00
Surplus Deposit	2,131,000.00		2,131,000.00
	6,214,000.00		6,214,000.00
Cost of Issuance:			
Cost of Issuance	250,000.00		250,000.00
Delivery Date Expenses:			
Underwriter's Discount	544,400.00	151,950.00	696,350.00
	27,220,000.00	5,065,000.00	32,285,000.00

SOURCES AND USES OF FUNDS

UNION COLONY WEST METROPOLITAN DISTRICT Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2024A

|               |            |
|---------------|------------|
| Dated Date    | 12/01/2024 |
| Delivery Date | 12/01/2024 |

#### Sources:

|                |               |
|----------------|---------------|
| Bond Proceeds: |               |
| Par Amount     | 27,220,000.00 |
|                | <hr/>         |
|                | 27,220,000.00 |
|                | <hr/>         |

#### Uses:

|                           |               |
|---------------------------|---------------|
| Project Fund Deposits:    |               |
| Project Fund              | 20,211,600.00 |
| Other Fund Deposits:      |               |
| Capitalized Interest Fund | 4,083,000.00  |
| Surplus Deposit           | <hr/>         |
|                           | 2,131,000.00  |
|                           | 6,214,000.00  |
| Cost of Issuance:         |               |
| Cost of Issuance          | 250,000.00    |
| Delivery Date Expenses:   |               |
| Underwriter's Discount    | 544,400.00    |
|                           | <hr/>         |
|                           | 27,220,000.00 |
|                           | <hr/>         |

## BOND SUMMARY STATISTICS

### UNION COLONY WEST METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024A

Dated Date	12/01/2024
Delivery Date	12/01/2024
Last Maturity	12/01/2054
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.158290%
Net Interest Cost (NIC)	5.090908%
All-In TIC	5.232579%
Average Coupon	5.000000%
Average Life (years)	22.000
Duration of Issue (years)	13.031
Par Amount	27,220,000.00
Bond Proceeds	27,220,000.00
Total Interest	29,942,250.00
Net Interest	30,486,650.00
Total Debt Service	57,162,250.00
Maximum Annual Debt Service	4,305,000.00
Average Annual Debt Service	1,905,408.33
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond Due 2054	27,220,000.00	100.000	5.000%	22.000
	27,220,000.00			22.000

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	27,220,000.00	27,220,000.00	27,220,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(544,400.00)	(544,400.00)	
- Cost of Issuance Expense		(250,000.00)	
- Other Amounts			
Target Value	26,675,600.00	26,425,600.00	27,220,000.00
Target Date	12/01/2024	12/01/2024	12/01/2024
Yield	5.158290%	5.232579%	5.000000%

BOND PRICING

UNION COLONY WEST METROPOLITAN DISTRICT Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2024A

| <i>Bond Component</i> | <i>Maturity<br/>Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|--------------------------|---------------|-------------|--------------|--------------|
| Term Bond Due 2054:   |                          |               |             |              |              |
|                       | 12/01/2025               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2026               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2027               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2028               | 65,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2029               | 155,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2030               | 280,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2031               | 375,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2032               | 430,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2033               | 450,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2034               | 505,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2035               | 535,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2036               | 595,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2037               | 625,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2038               | 690,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2039               | 725,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2040               | 800,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2041               | 840,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2042               | 920,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2043               | 965,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2044               | 1,055,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2045               | 1,105,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2046               | 1,200,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2047               | 1,260,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2048               | 1,365,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2049               | 1,435,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2050               | 1,545,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2051               | 1,620,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2052               | 1,745,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2053               | 1,835,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2054               | 4,100,000     | 5.000%      | 5.000%       | 100.000      |
|                       |                          | 27,220,000    |             |              |              |

|                         |               |             |
|-------------------------|---------------|-------------|
| Dated Date              | 12/01/2024    |             |
| Delivery Date           | 12/01/2024    |             |
| First Coupon            | 06/01/2025    |             |
| Par Amount              | 27,220,000.00 |             |
| Original Issue Discount |               |             |
| Production              | 27,220,000.00 | 100.000000% |
| Underwriter's Discount  | (544,400.00)  | (2.000000%) |
| Purchase Price          | 26,675,600.00 | 98.000000%  |
| Accrued Interest        |               |             |
| Net Proceeds            | 26,675,600.00 |             |

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## NET DEBT SERVICE

### UNION COLONY WEST METROPOLITAN DISTRICT Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024A

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Capitalized Interest Fund</i>	<i>Net Debt Service</i>
12/01/2025			1,361,000	1,361,000	1,361,000	
12/01/2026			1,361,000	1,361,000	1,361,000	
12/01/2027			1,361,000	1,361,000	1,361,000	
12/01/2028	65,000	5.000%	1,361,000	1,426,000		1,426,000
12/01/2029	155,000	5.000%	1,357,750	1,512,750		1,512,750
12/01/2030	280,000	5.000%	1,350,000	1,630,000		1,630,000
12/01/2031	375,000	5.000%	1,336,000	1,711,000		1,711,000
12/01/2032	430,000	5.000%	1,317,250	1,747,250		1,747,250
12/01/2033	450,000	5.000%	1,295,750	1,745,750		1,745,750
12/01/2034	505,000	5.000%	1,273,250	1,778,250		1,778,250
12/01/2035	535,000	5.000%	1,248,000	1,783,000		1,783,000
12/01/2036	595,000	5.000%	1,221,250	1,816,250		1,816,250
12/01/2037	625,000	5.000%	1,191,500	1,816,500		1,816,500
12/01/2038	690,000	5.000%	1,160,250	1,850,250		1,850,250
12/01/2039	725,000	5.000%	1,125,750	1,850,750		1,850,750
12/01/2040	800,000	5.000%	1,089,500	1,889,500		1,889,500
12/01/2041	840,000	5.000%	1,049,500	1,889,500		1,889,500
12/01/2042	920,000	5.000%	1,007,500	1,927,500		1,927,500
12/01/2043	965,000	5.000%	961,500	1,926,500		1,926,500
12/01/2044	1,055,000	5.000%	913,250	1,968,250		1,968,250
12/01/2045	1,105,000	5.000%	860,500	1,965,500		1,965,500
12/01/2046	1,200,000	5.000%	805,250	2,005,250		2,005,250
12/01/2047	1,260,000	5.000%	745,250	2,005,250		2,005,250
12/01/2048	1,365,000	5.000%	682,250	2,047,250		2,047,250
12/01/2049	1,435,000	5.000%	614,000	2,049,000		2,049,000
12/01/2050	1,545,000	5.000%	542,250	2,087,250		2,087,250
12/01/2051	1,620,000	5.000%	465,000	2,085,000		2,085,000
12/01/2052	1,745,000	5.000%	384,000	2,129,000		2,129,000
12/01/2053	1,835,000	5.000%	296,750	2,131,750		2,131,750
12/01/2054	4,100,000	5.000%	205,000	4,305,000		4,305,000
	27,220,000		29,942,250	57,162,250	4,083,000	53,079,250

BOND DEBT SERVICE

UNION COLONY WEST METROPOLITAN DISTRICT Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2024A

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt<br/>Service</i> | <i>Annual<br/>Debt<br/>Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------|------------------------------------|
| 06/01/2025               |                  |               | 680,500         | 680,500                 |                                    |
| 12/01/2025               |                  |               | 680,500         | 680,500                 | 1,361,000                          |
| 06/01/2026               |                  |               | 680,500         | 680,500                 |                                    |
| 12/01/2026               |                  |               | 680,500         | 680,500                 | 1,361,000                          |
| 06/01/2027               |                  |               | 680,500         | 680,500                 |                                    |
| 12/01/2027               |                  |               | 680,500         | 680,500                 | 1,361,000                          |
| 06/01/2028               |                  |               | 680,500         | 680,500                 |                                    |
| 12/01/2028               | 65,000           | 5.000%        | 680,500         | 745,500                 | 1,426,000                          |
| 06/01/2029               |                  |               | 678,875         | 678,875                 |                                    |
| 12/01/2029               | 155,000          | 5.000%        | 678,875         | 833,875                 | 1,512,750                          |
| 06/01/2030               |                  |               | 675,000         | 675,000                 |                                    |
| 12/01/2030               | 280,000          | 5.000%        | 675,000         | 955,000                 | 1,630,000                          |
| 06/01/2031               |                  |               | 668,000         | 668,000                 |                                    |
| 12/01/2031               | 375,000          | 5.000%        | 668,000         | 1,043,000               | 1,711,000                          |
| 06/01/2032               |                  |               | 658,625         | 658,625                 |                                    |
| 12/01/2032               | 430,000          | 5.000%        | 658,625         | 1,088,625               | 1,747,250                          |
| 06/01/2033               |                  |               | 647,875         | 647,875                 |                                    |
| 12/01/2033               | 450,000          | 5.000%        | 647,875         | 1,097,875               | 1,745,750                          |
| 06/01/2034               |                  |               | 636,625         | 636,625                 |                                    |
| 12/01/2034               | 505,000          | 5.000%        | 636,625         | 1,141,625               | 1,778,250                          |
| 06/01/2035               |                  |               | 624,000         | 624,000                 |                                    |
| 12/01/2035               | 535,000          | 5.000%        | 624,000         | 1,159,000               | 1,783,000                          |
| 06/01/2036               |                  |               | 610,625         | 610,625                 |                                    |
| 12/01/2036               | 595,000          | 5.000%        | 610,625         | 1,205,625               | 1,816,250                          |
| 06/01/2037               |                  |               | 595,750         | 595,750                 |                                    |
| 12/01/2037               | 625,000          | 5.000%        | 595,750         | 1,220,750               | 1,816,500                          |
| 06/01/2038               |                  |               | 580,125         | 580,125                 |                                    |
| 12/01/2038               | 690,000          | 5.000%        | 580,125         | 1,270,125               | 1,850,250                          |
| 06/01/2039               |                  |               | 562,875         | 562,875                 |                                    |
| 12/01/2039               | 725,000          | 5.000%        | 562,875         | 1,287,875               | 1,850,750                          |
| 06/01/2040               |                  |               | 544,750         | 544,750                 |                                    |
| 12/01/2040               | 800,000          | 5.000%        | 544,750         | 1,344,750               | 1,889,500                          |
| 06/01/2041               |                  |               | 524,750         | 524,750                 |                                    |
| 12/01/2041               | 840,000          | 5.000%        | 524,750         | 1,364,750               | 1,889,500                          |
| 06/01/2042               |                  |               | 503,750         | 503,750                 |                                    |
| 12/01/2042               | 920,000          | 5.000%        | 503,750         | 1,423,750               | 1,927,500                          |
| 06/01/2043               |                  |               | 480,750         | 480,750                 |                                    |
| 12/01/2043               | 965,000          | 5.000%        | 480,750         | 1,445,750               | 1,926,500                          |
| 06/01/2044               |                  |               | 456,625         | 456,625                 |                                    |
| 12/01/2044               | 1,055,000        | 5.000%        | 456,625         | 1,511,625               | 1,968,250                          |
| 06/01/2045               |                  |               | 430,250         | 430,250                 |                                    |
| 12/01/2045               | 1,105,000        | 5.000%        | 430,250         | 1,535,250               | 1,965,500                          |
| 06/01/2046               |                  |               | 402,625         | 402,625                 |                                    |
| 12/01/2046               | 1,200,000        | 5.000%        | 402,625         | 1,602,625               | 2,005,250                          |
| 06/01/2047               |                  |               | 372,625         | 372,625                 |                                    |
| 12/01/2047               | 1,260,000        | 5.000%        | 372,625         | 1,632,625               | 2,005,250                          |
| 06/01/2048               |                  |               | 341,125         | 341,125                 |                                    |
| 12/01/2048               | 1,365,000        | 5.000%        | 341,125         | 1,706,125               | 2,047,250                          |
| 06/01/2049               |                  |               | 307,000         | 307,000                 |                                    |
| 12/01/2049               | 1,435,000        | 5.000%        | 307,000         | 1,742,000               | 2,049,000                          |
| 06/01/2050               |                  |               | 271,125         | 271,125                 |                                    |
| 12/01/2050               | 1,545,000        | 5.000%        | 271,125         | 1,816,125               | 2,087,250                          |
| 06/01/2051               |                  |               | 232,500         | 232,500                 |                                    |
| 12/01/2051               | 1,620,000        | 5.000%        | 232,500         | 1,852,500               | 2,085,000                          |
| 06/01/2052               |                  |               | 192,000         | 192,000                 |                                    |
| 12/01/2052               | 1,745,000        | 5.000%        | 192,000         | 1,937,000               | 2,129,000                          |
| 06/01/2053               |                  |               | 148,375         | 148,375                 |                                    |
| 12/01/2053               | 1,835,000        | 5.000%        | 148,375         | 1,983,375               | 2,131,750                          |
| 06/01/2054               |                  |               | 102,500         | 102,500                 |                                    |
| 12/01/2054               | 4,100,000        | 5.000%        | 102,500         | 4,202,500               | 4,305,000                          |
|                          | 27,220,000       |               | 29,942,250      | 57,162,250              | 57,162,250                         |

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## CALL PROVISIONS

UNION COLONY WEST METROPOLITAN DISTRICT  
Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024A

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2029	103.00
12/01/2030	102.00
12/01/2031	101.00
12/01/2032	100.00

BOND SOLUTION

UNION COLONY WEST METROPOLITAN DISTRICT Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2024A

| <i>Period<br/>Ending</i> | <i>Proposed<br/>Principal</i> | <i>Proposed<br/>Debt Service</i> | <i>Debt Service<br/>Adjustments</i> | <i>Total Adj<br/>Debt Service</i> | <i>Revenue<br/>Constraints</i> | <i>Unused<br/>Revenues</i> | <i>Debt Service<br/>Coverage</i> |
|--------------------------|-------------------------------|----------------------------------|-------------------------------------|-----------------------------------|--------------------------------|----------------------------|----------------------------------|
| 12/01/2025               |                               | 1,361,000                        | (1,361,000)                         |                                   | 24,209                         | 24,209                     |                                  |
| 12/01/2026               |                               | 1,361,000                        | (1,361,000)                         |                                   | 444,769                        | 444,769                    |                                  |
| 12/01/2027               |                               | 1,361,000                        | (1,361,000)                         |                                   | 1,346,659                      | 1,346,659                  |                                  |
| 12/01/2028               | 65,000                        | 1,426,000                        |                                     | 1,426,000                         | 1,858,102                      | 432,102                    | 130.30%                          |
| 12/01/2029               | 155,000                       | 1,512,750                        |                                     | 1,512,750                         | 1,969,459                      | 456,709                    | 130.19%                          |
| 12/01/2030               | 280,000                       | 1,630,000                        |                                     | 1,630,000                         | 2,122,362                      | 492,362                    | 130.21%                          |
| 12/01/2031               | 375,000                       | 1,711,000                        |                                     | 1,711,000                         | 2,227,724                      | 516,724                    | 130.20%                          |
| 12/01/2032               | 430,000                       | 1,747,250                        |                                     | 1,747,250                         | 2,272,419                      | 525,169                    | 130.06%                          |
| 12/01/2033               | 450,000                       | 1,745,750                        |                                     | 1,745,750                         | 2,272,419                      | 526,669                    | 130.17%                          |
| 12/01/2034               | 505,000                       | 1,778,250                        |                                     | 1,778,250                         | 2,318,007                      | 539,757                    | 130.35%                          |
| 12/01/2035               | 535,000                       | 1,783,000                        |                                     | 1,783,000                         | 2,318,007                      | 535,007                    | 130.01%                          |
| 12/01/2036               | 595,000                       | 1,816,250                        |                                     | 1,816,250                         | 2,364,507                      | 548,257                    | 130.19%                          |
| 12/01/2037               | 625,000                       | 1,816,500                        |                                     | 1,816,500                         | 2,364,507                      | 548,007                    | 130.17%                          |
| 12/01/2038               | 690,000                       | 1,850,250                        |                                     | 1,850,250                         | 2,411,938                      | 561,688                    | 130.36%                          |
| 12/01/2039               | 725,000                       | 1,850,750                        |                                     | 1,850,750                         | 2,411,938                      | 561,188                    | 130.32%                          |
| 12/01/2040               | 800,000                       | 1,889,500                        |                                     | 1,889,500                         | 2,460,316                      | 570,816                    | 130.21%                          |
| 12/01/2041               | 840,000                       | 1,889,500                        |                                     | 1,889,500                         | 2,460,316                      | 570,816                    | 130.21%                          |
| 12/01/2042               | 920,000                       | 1,927,500                        |                                     | 1,927,500                         | 2,509,663                      | 582,163                    | 130.20%                          |
| 12/01/2043               | 965,000                       | 1,926,500                        |                                     | 1,926,500                         | 2,509,663                      | 583,163                    | 130.27%                          |
| 12/01/2044               | 1,055,000                     | 1,968,250                        |                                     | 1,968,250                         | 2,559,996                      | 591,746                    | 130.06%                          |
| 12/01/2045               | 1,105,000                     | 1,965,500                        |                                     | 1,965,500                         | 2,559,996                      | 594,496                    | 130.25%                          |
| 12/01/2046               | 1,200,000                     | 2,005,250                        |                                     | 2,005,250                         | 2,611,336                      | 606,086                    | 130.22%                          |
| 12/01/2047               | 1,260,000                     | 2,005,250                        |                                     | 2,005,250                         | 2,611,336                      | 606,086                    | 130.22%                          |
| 12/01/2048               | 1,365,000                     | 2,047,250                        |                                     | 2,047,250                         | 2,663,703                      | 616,453                    | 130.11%                          |
| 12/01/2049               | 1,435,000                     | 2,049,000                        |                                     | 2,049,000                         | 2,663,703                      | 614,703                    | 130.00%                          |
| 12/01/2050               | 1,545,000                     | 2,087,250                        |                                     | 2,087,250                         | 2,717,117                      | 629,867                    | 130.18%                          |
| 12/01/2051               | 1,620,000                     | 2,085,000                        |                                     | 2,085,000                         | 2,717,117                      | 632,117                    | 130.32%                          |
| 12/01/2052               | 1,745,000                     | 2,129,000                        |                                     | 2,129,000                         | 2,771,599                      | 642,599                    | 130.18%                          |
| 12/01/2053               | 1,835,000                     | 2,131,750                        |                                     | 2,131,750                         | 2,771,599                      | 639,849                    | 130.02%                          |
| 12/01/2054               | 4,100,000                     | 4,305,000                        |                                     | 4,305,000                         | 2,827,171                      | (1,477,829)                | 65.67%                           |
|                          | 27,220,000                    | 57,162,250                       | (4,083,000)                         | 53,079,250                        | 68,141,656                     | 15,062,406                 |                                  |

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**SOURCES AND USES OF FUNDS**

**UNION COLONY WEST METROPOLITAN DISTRICT**  
**Weld County, Colorado**

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SUBORDINATE CASH FLOW BONDS, SERIES 2024B

Dated Date	12/01/2024
Delivery Date	12/01/2024

Sources:

Bond Proceeds:	
Par Amount	5,065,000.00
	5,065,000.00

Uses:

Project Fund Deposits:	
Project Fund	4,913,050.00
Delivery Date Expenses:	
Underwriter's Discount	151,950.00
	5,065,000.00

BOND PRICING

UNION COLONY WEST METROPOLITAN DISTRICT Weld County, Colorado

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### SUBORDINATE CASH FLOW BONDS, SERIES 2024B

| <i>Bond Component</i> | <i>Maturity<br/>Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|--------------------------|---------------|-------------|--------------|--------------|
| Term Bond Due 2054:   | 12/15/2054               | 5,065,000     | 6.500%      | 6.500%       | 100.000      |
|                       |                          | 5,065,000     |             |              |              |

|                         |              |             |
|-------------------------|--------------|-------------|
| Dated Date              | 12/01/2024   |             |
| Delivery Date           | 12/01/2024   |             |
| First Coupon            | 12/15/2025   |             |
| Par Amount              | 5,065,000.00 |             |
| Original Issue Discount |              |             |
| Production              | 5,065,000.00 | 100.000000% |
| Underwriter's Discount  | (151,950.00) | (3.000000%) |
| Purchase Price          | 4,913,050.00 | 97.000000%  |
| Accrued Interest        |              |             |
| Net Proceeds            | 4,913,050.00 |             |

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## CALL PROVISIONS

UNION COLONY WEST METROPOLITAN DISTRICT  
Weld County, Colorado

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SUBORDINATE CASH FLOW BONDS, SERIES 2024B

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2029	103.00
12/01/2030	102.00
12/01/2031	101.00
12/01/2032	100.00

EXHIBIT G

Indemnification Letters

1. Developer's Letter

_____, 2024

City of Greeley
1000 10th Street
Greeley, CO 80631

RE: Union Colony West Metropolitan District Nos. 1-8

To the City Council:

This Indemnification Letter (the "**Letter**") is delivered by the undersigned (the "**Developer**") in connection with the review by the City of Greeley (the "**City**") of the Service Plan, including all amendments heretofore or hereafter made thereto (the "**Service Plan**") for the Union Colony West Metropolitan District Nos. 1-8 (the "**District**"). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the City as follows:

1. Developer hereby waives and releases any present or future claims it might have against the City or the City's elected or appointed officers, employees, agents, contractors or insurers (the "**Released Persons**") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the City's option to pay the attorneys' fees and expenses for counsel of the City's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the City's right to modify the required disclosures, and waives and releases the City from any claims Developer might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

Union Colony West Investments, LLC
Developer

By: _____
Title: _____

2. District's Letter

{date – date of organizational meeting}

City of Greeley
1000 10th Street
Greeley, CO 80631

RE: Union Colony West Metropolitan District Nos. 1-8

To the City Council:

This Indemnification Letter (the “**Letter**”) is delivered by the Union Colony West Metropolitan District Nos. 1-5 (the “**District**”) in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the “**Service Plan**”) for the District. The District, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the City as follows:

1. The District hereby waives and releases any present or future claims it might have against the City or the City's elected or appointed officers, employees, agents, contractors or insurers (the “**Released Persons**”) in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, Union Colony West Investments, LLC (the “**Developer**”), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the City's option to pay the attorneys' fees and expenses for counsel of the City's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. It is understood and agreed that neither the District nor the City waives or intends to waive the monetary limits (presently \$330,000 per person and \$990,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24 10 101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the City, the District, its officers, or its employees.

3. The District hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the City's right to modify the required disclosures, and waives and releases the City from any claims the District might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

4. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

Union Colony West Metropolitan District Nos.
1-8

By: _____
President

Attest:

Secretary

EXHIBIT H
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF GREELEY, COLORADO
AND
UNION COLONY WEST METROPOLITAN DISTRICT NOS. 1-8**

THIS **AGREEMENT** is made and entered into to be effective as of the ____ day of _____, 2024, by and between the **CITY OF GREELEY, COLORADO**, a home-rule municipal corporation of the State of Colorado (“**City**”), and **UNION COLONY WEST METROPOLITAN DISTRICT NOS. 1-8**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____, 2024 (“**Service Plan**”); and

WHEREAS, the Service Plans make reference to the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“**Agreement**”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Service Plan. The District will not take any action, including, without limitation, the issuance of any obligations or the imposition of any tax, which would constitute a material departure from the terms of the Service Plan and a material modification thereof as set forth in §32-1-207(2), C.R.S. Actions of the District which constitute a material departure from the terms of the Service Plan and a material modification thereof as set forth in §32-1-207(2), C.R.S., shall be a default hereunder, and shall entitle the City to protect and enforce its rights hereunder by such suit, action, or special proceedings as the City shall deem appropriate, including, without limitation, an action for specific performance or damages. It is intended that the remedies hereof shall be in addition to any remedies the City may have or actions the City may bring under §32-1-207, C.R.S., or any other applicable statute. The District shall have sixty (60) days to provide the City with written evidence that no Material Departure occurred, which evidence must be reasonably satisfactory to the City or to commence to cure such Material Departure. If the District is diligently pursuing the cure of such Material Departure, the City shall not take any action to enjoin the District. In the event the District fails to complete the cure or take any action to cure the Material Departure, the City may impose any sanctions allowed by municipal code or statute.

Nothing herein is intended to modify or prevent the use of the provisions of §32-1-207(3)(b), C.R.S, however, the time limits of §32-1-207(3)(b) are expressly waived by the District.

2. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Union Colony West Metropolitan District Nos. 1-8
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203
Attention: David S. O'Leary
Phone: 303-839-3800
Fax: 303-839-3838

To the City: City of Greeley
1000 10th Street
Greeley, Colorado 80631
Attention: Brian McBroom
Phone: 970-350-9770
Fax: _____

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

3. Entire Agreement of the Parties. This written Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the Parties with respect to the subject matter contained herein.

4. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

5. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

6. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or

in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

7. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

8. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

10. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

11. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

13. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

14. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

IN WITNESS WHEREOF, the District and the City have caused this Agreement to be duly executed to be effective as of the day first above written.

**UNION COLONY WEST
METROPOLITAN DISTRICT NOS. 1-8**

By: _____
President

Attest:

Secretary

CITY OF GREELEY, COLORADO

By: _____

Attest:

By: _____
Its: _____

APPROVED AS TO FORM:

Memorandum

To: City Council of the City of Greeley, Colorado
City Planning Department
City Attorney's Office

From: David S. O'Leary Esq. and Brenden Desmond

Re: Proposed Union Colony West Metropolitan District Nos. 1-8

Date: March 8, 2024

The proposed Union Colony West Metropolitan District Nos. 1-8 (the "Districts") encompasses the property generally located at the northwest corner of 83rd Avenue and 10th Street in the City of Greeley, Colorado, and includes approximately 161.08 acres of land in its initial boundaries including approximately 117.54 acres of single-family residential development, 30.98 acres of multi-family development, and approximately 12.35 acres of commercial development, all of which are located entirely within the boundaries of the City of Greeley, Colorado (the "City"). The Districts are proposed to provide services and powers provided for metropolitan districts authorized by the Special District Act, pursuant to Title 32, C.R.S. and provided within similar districts within the City, for consideration on the next possible public hearing of the City Council (the "Council") in order to meet the requirements of a formation election in November 2024.

The owner and developer of the property is Union Colony West Investments, LLC. The Developer assembled construction cost estimates in consultation with the District Engineer who has experience in the costing and construction of similar facilities.

Developer representatives will make up the initial District Boards of Directors and will develop the area in accordance based upon approved development plans with the City. The proposed Districts will help pay for and structure the financing of public improvements in order make the lots and the property permit ready and will help absorb finished lots, homes, and commercial property into the City tax base.

I. Major Service Plan Points for Union Colony West Metropolitan District Nos. 1-8.

- Approximately 161.08 acres of property in the initial boundaries within the City.
- Completion of an estimated \$62,877,388 of on- and off-site public improvements including, but not limited to on and offsite streets, roadway, storm drainage, water and sanitary sewer, landscaping and park and recreation improvements.

- Anticipated development of approximately 350 single-family residential units, 850 multi-family units, and approximately 348,000 square feet of multi-use commercial development.
- The estimated assessed value (in 2024 dollars) at full build-out is estimated to be approximately \$62,097,358 in 2030 (\$32,201,486 – residential and \$17,710,573 – commercial) based upon current assumptions and projections provided in the attached proposed financing plan.
- The estimated cost of the public improvements needed for the project is currently \$62,877,388, which is needed for the development of the property within the Districts.
- Public Improvements need additional financing from the Districts to complete.
- Debt is proposed to be issued in one or more series of bond issuances to allow for financing of constructed infrastructure and expedient completion of the Development.
- Maximum Mill Levy on residential property of 65 mills in the aggregate, inclusive of debt and operations and administration is proposed.
- Maximum Mill Levy on commercial property of 65 mills inclusive of debt and operations and administration is proposed.
- One forecast for a potential financial model that was created for demonstrative purposes was run at 50 mills for debt (residential), 25 mills for debt (commercial), and 10 mills for operations and maintenance, allowing for financing in the total amount of approximately \$32,097,000 in initial bond proceeds with additional capacity in the future based upon development changes and additional development within the proposed Districts. Such a forecast is only an example of what might be done and is intended to show the capacity of the Districts to issue debt using current projections and assumptions. As such, the dates, mill levies, valuations, amount of the bond proceeds, and revenues may differ when debt is issued, and the forecast will not be binding on the Districts as long as the debt falls within the restrictions in the text of the Service Plan.
- Requested Debt Authorization of \$69,165,127 allows for approximately 110% coverage of the current estimated costs of public infrastructure for the Districts, which is respectfully requested to allow for contingencies and financing variations based upon changes to construction costs, development build-out, absorption of the project, or differential mill levies based upon market sensitivities.

- Maximum voted interest rate of 12%, maximum underwriting discount of 4%.
 - Metropolitan district powers allowed by the Special District Act and consistent with other metropolitan districts within the City.
 - It is the intent of the Districts to provide for covenant enforcement, design review and operations of District improvements in lieu of a homeowners association.
 - Formation Election after approval of the Service Plan in November 2024 including a TABOR or debt election.
-
- There are no current residents within the Districts and no debt or bonds have been issued.
 - Mill levies, interest rate limitations and underwriting discounts will be consistent with the present City imposed limitations with other service plans approved by the City.
 - Maximum term of any bond issue is 40 years for General Obligation Bonds.
 - Intergovernmental Agreement with the City of Greeley to implement Service Plan restrictions.
 - Union Colony West Metropolitan District Nos. 1-8 shall develop and finance its own property.

Union Colony West Metropolitan District Nos. 1-8 Service Plan will serve the best interests of the taxpayers, property owners and development of the property within the project area, will minimize non-interested party obligations, and will maximize both development and absorption within the Districts and the City without delays in development. The formation of the Districts will allow for financing and development to pay for only those improvements and costs which are a direct benefit to the property within the Districts.

We look forward to working with the City on this matter.



Memorandum

To: City of Greeley

From: David S. O'Leary Esq.

Re: Proposed Development in Weld County – City of Greeley – The General Benefits of Metropolitan Districts – How does a Metropolitan District help the City and Future Property Owners and Constituents

Date: August 26, 2024

Why Use a Title 32 District Instead of a Property Owners' Association?

- Title 32 Districts have enabled a high quality of development for the constituents within their boundaries. Long term, Title 32 Districts have enabled stable and increasing property values within their boundaries due to state and local oversight, the public nature and operation of the Districts, and stable revenue streams in the form of property tax revenues.
- Title 32 Districts can fund a wide range of public infrastructure including water, sanitation, streets, sidewalks, bridges, tunnels, transportation, landscaping, parks and recreational facilities, drainage, and other facilities and services. Title 32 Districts may issue tax-exempt debt to fund infrastructure capital projects and typically establish property-tax and service-charge revenue streams to retire their debt and fund ongoing operations and maintenance. This approach allows the funding of infrastructure at tax-exempt rates and repays borrowing for infrastructure by the current and future property owners who enjoy the benefits of that infrastructure. The importance of this form of public financing in Colorado development is evidenced by over 3000 Title 32 Districts in operation in Colorado today.
- The Title 32 District formed to provide necessary public services that the county or municipality cannot otherwise provide is essentially a tax-exempt financing mechanism used for the installation, operation and maintenance of public infrastructure which provides enhanced benefits and made possible through increased assessed value from the property at build-out. The funding of public infrastructure needed to support new commercial or residential developments through the district that cannot otherwise be provided by the governing county and/or municipality can best achieve their development, re-development, or community improvement objectives by strategically drawing on the financial powers of local government taxing entities.
- The federal government has established tax laws that allow these entities to issue tax-exempt municipal bonds to finance qualifying public facilities and services. This allows developers and property owners to finance public infrastructure at significantly lower interest rates than would be possible through private-sector alternatives. Additionally, mill levies are tax deductible versus after-tax fees, resulting in savings for the property owner over either increased lot prices or after-tax fees if the Districts are able to assist with the financing of some or all of the public improvements for the development. The result is a benefit to project developers, property owners, and the counties and municipalities in which these projects are built.

DN 2679676.1



- The reasons to use these local government entities go beyond their essential financing advantages. They provide a vehicle to developers and property owners to enhance project and community aesthetics, to foster intergovernmental cooperation and pooling of governmental resources, help meet regional financing needs and provide for ongoing operations of public improvements not otherwise dedicated to a Town, water or sewer District or POA.

- Impact to property owners: A \$300,000 home at 40 mills equals an \$864 per year additional tax or \$72 per month. After a that portion of the public improvements needed for the project are financed, and public infrastructure costs are paid back to the developer/owner, the Districts' mill levies will be reduced to only that which is needed to operate the Districts. It is currently estimated that approximately 15 mills and the mill levy revenue reduced to \$324 per year, should be sufficient to operate the District public improvements and operate the Districts, which is less than most HOA annual fees with landscaped, open spaces, parks and street lawns proposed for the Conestoga project. The metro district taxes paid by the home owners are tax deductible which makes the difference between the metro district taxes and what equivalent HOA fees would be even less.

- With a Title 32 District the developer can short-term finance the costs and get reimbursed so the impact on the price of the lots is not overly affected.

- A Title 32 District provides a way to govern the property through a representative board and provide the maintenance and control needed in a large PUD. A Title 32 District also provides a reliable and monitored way of collecting, documenting and protecting the monies needed to have a beautiful neighborhood with additional amenities, while all activities, annual reports and expenditures are reported to the state and division of local government in accordance with annual local government filing and public budget and audit requirements.

- Having a metropolitan district allows the owner/ developer to finance the infrastructure costs over time. Without a metro district, the upfront costs like the non-pot system and the park and open space landscaping would cost prohibitive so that homes can be affordable and builders are successful in the market. With competing projects in other jurisdictions utilizing metropolitan districts to finance and administer the public improvements for a project, those developments without a metropolitan district are at a competitive disadvantage in the marketplace. To avoid cost of duplicating two entities within a community, special district and POA and creating a single entity to be responsible to property owners.

- Taxes are also an infinitely more efficient way to collect the money than billing individual homeowners and dealing with collection efforts - the County collects the money for you and remits it as received.

- The district pays no sales or use taxes when it buys or builds something.

- The district is protected by the Colorado Governmental Immunity Act (C.R.S. Section 24-10-101 et seq.). Suits may be instituted only if the district negligently acts or fails to act in a specific list of ways and cannot be sued at all if the transgression is "not on the list." Liability insurance costs for things like clubhouses and water and sewer systems become significantly reduced.

- ***The Colorado Common Interest Ownership Act ("CCIOA") does not apply.***

Why *Not* Use a Title 32 District?

- A district is subject to various requirements that a POA is not, such as annual reporting to the County and the State of budgets and audited financials. Annual audits are not just recommended but required (if the annual budget of the district exceeds a certain threshold).



- Biennial elections must be held for the District's Board of Directors (elections are held in May of odd numbered years), so without care in the District organizational and election processes a developer could lose control of the District Board earlier than under CCIOA
- Accounting practices for municipal entities are more complicated and essentially require professional help. Lawyers with knowledge about Title 32 Districts and municipal law in general should be retained.
- A district board, previously focused on dealing with public infrastructure and service issues, may unfortunately become embroiled in complaints related to owner personalities, and the relative merits of certain paint colors or facade treatments! (However, a district board can appoint a sub-committee to deal with covenant enforcement, complaints, etc.)
- The legislature may take back the power — if you are drafting covenants that call out a district as the implementing entity, care should be taken in your drafting to plan for the possibility that Title 32 will be changed to reduce a district's power, and you need to have private HOA process and governance "spring" into action. However, it seems that HOAs are likely to have similar questions about their powers.

Case Studies.

- The Aspen Village development near Snowmass had an old HOA that owned the recreational facilities and an aging water and sewer system. Annual HOA dues per home were \$1,800. Those homeowners made the decision to form a district and replace those dues with a 90-mill levy on their homes (previously it was 5 mills). The actual dollars they paid per home were the same, but under current law they may now deduct the payments from their federal taxes, meaning that their annual out-of-pocket dollars were lower. The change also made the development more readily eligible for very low-cost loans from the Colorado Power and Water Authority, and the fact that their systems are now covered by the Governmental Immunity Act drove the costs of their insurance down substantially.
- The developers of the Green Valley Ranch in northwest Denver placed the covenant enforcement powers in the Town Center Title 32 District, which will serve up to 4,000 homes, and did so because of the efficiencies and savings mentioned above which are considerable given the size of the development. Two sub-districts were organized for the purpose of maintaining the street and landscaping in gated areas. HOA billing services alone were expected to cost \$3 per house per month, a cost that was eliminated altogether.
- The developers of a residential development in the heart of the Denver Tech Center made the market decision that a 60-mill levy on high end homes, instead of a \$400 per month homeowners' fee, made the most sense and have found favorable reactions from home buyers realizing they will now be able to deduct their "dues."
- The developers of a large lot residential development, Paradise Estates, in the City of Woodland Park, have named the existing district as the covenant enforcement and design review entity, and have chosen to not have an HOA. Maintenance of open space and trail amenities within the development will be performed by the existing district.
- The developers of a large lot residential development, Homestead at Ashton, in Milliken avoided duplication of costs and HOA fees by drafting the covenants for district enforcement and control and are incorporating the "no HOA fees" into marketing for the project.



- The developers of a high-end residential development abutting the Marianna Butte golf course in Loveland, have named the existing district as the covenant enforcement and design review entity, and have chosen to not have an HOA. It is anticipated that "no HOA fees" will be incorporated into marketing for the project.
- An existing community in the Southeast Denver metropolitan area is exploring utilizing the existing district's bonding capacity to provide funds for the rehabilitation of a 20-year-old community center and pool facility. Community residents have decided that funding the improvements through an increased ad valorem property tax is preferable to funding the community upgrades through a special assessment.

DSO/

I. General Remarks Regarding Districts

- Used to help finance improvements that residents and property owners depend on for essential public services
- Water, Sewer, Roads, Parks, Recreational Facilities, Fire Protection, Transportation
- Since these are essential, fundamental services, Legislature has promoted their use through a well formulated set of statutes
- Federal Government promotes their use by allowing Districts to issue tax exempt municipal bonds, reducing costs of construction
- In use for decades in the entire State – literally thousands of Districts
- Commonly used in many Towns and Cities in the vicinity of Weld and Larimer County
- Network of constraints, both legislative and as imposed by approving governments, means that Districts provide a method of funding essential public improvements, at least cost, without serious risk to property owners, and without shifting the burden of development from the developer to the property owner
- Districts are tools, provide a small part of the financing required for the development of the whole project
- Don't compete with County, Town or other governments providing services
- Primarily designed to build improvements, turn them over, and maintain only those amenities that other governments don't want to accept
- Once improvements are built, Districts exist largely to service debt; minimal ongoing activities
- When the debt is gone, they can either be consolidated with each other or dissolved, unless there are ongoing operational responsibilities, then the District mill levies reduce down to only that is necessary for operations.

II. Benefits of Use

- Reduce the costs of building public improvements by gaining access to low-cost tax exempt financing and use of tax deductible mill levies rather than after tax fees or assessments.
- Facilitates successful development for the County; generates jobs; promotes extension of infrastructure to build on for the future
- Helps to make a good project better by freeing up dollars that would otherwise have to be used to pay the higher costs of private construction financing either through higher interest loans, after tax fees or increased prices of homes and lot prices.
- Fills the void when there is no other public entity willing or able to fund these improvements – promotes growth paying its own way
- Allow the costs of improvements to be spread out over 20-40 years
- Permit property owners to pay for public improvements with property taxes, which are deductible

- Helps provide a means of generating funds for enhanced amenities, such as landscaping, entry features, parks, non-potable water systems and other project-specific items
- Can provide services that homeowner's associations would otherwise have to fund, while funding activities through tax-deductible property taxes, rather than homeowner association dues – and do it better
- Multiple District structure helps to assure the orderly development of the project, so public improvements are delivered at the same pace as phasing requires
- Multiple District structure also helps to spread the costs of improvements across all of the property benefited, so everyone pays a fair share of improvements that benefit them

III. Property Owner Protections/Constraints on District Activities

- A number of statutory and policy-based constraints on District activities, many of which are the same rules the County lives by
- District functions are all open to the public and subject to public accountability
 - Governed by a 5 or 7 member board that must meet and act in public session with public notice – ultimately populated by residents
 - Open Records Act applies
 - Public Budgeting Process – cannot make a profit, only fund actual operating and debt service costs, with reasonable reserves
 - Annual Audit of financials is required
 - Ethical Accountability – must act in the best interests of District, not to personal advantage
- Accountability to the City directly
 - Via Annual Report Requirement
 - Via Material Modification principle – District actions can be enjoined
 - Via Intergovernmental Agreement executed as part of Service Plan
- Financial Controls on Debt Issuance
 - Legislature amended and restricted the debt issuance to prevent defaults
 - Significant limits on ability to issue debt in a way that shifts development risk to property owners
 - Essentially, effect of limits is to prevent a developer from issuing debt before rooftops exist, unless the debt is guaranteed or issued to certain limited classes of sophisticated investors
 - Mill Levy Caps
 - Debt Issuance Caps
 - Maximum term of bonds
- All combine to ensure that activities are properly constrained without unreasonably restricting flexibility, and without undermining the essential purpose of providing tax-exempt financing opportunities

IV. Organizational Steps

- Approval of Service Plan – City Council public hearing

Metropolitan District Pro - Presentation Bullet Points

- District Court Orders Election
- Election on Organization and Debt Issuance (only electors within District boundaries vote – not a County-wide or Town-wide vote) – November 2024
- Court Order of Organization – after certification of election results.
- Issuance of Debt as timing requires

1. **4th Street**: By putting the full 120 foot wide vs 60' ROW of 4th Street on the Union Colony West property it eliminates 21 lots.
2. **83rd Avenue skew**: Dedicated an extra 1.526 ac in commercial and multifamily area for 83rd Ave skew correction beyond the standard 30' ROW dedication.
3. **Neighborhood Park**: 29.77 ac park requirement/dedication. Union Colony West will be dedicating a 15.435 ac park which will eliminate an additional 24 lots.
4. **Water Transmission Line** will be relocated to improve this line that has a leak history.
 - a. \$3,237,107 total cost.
 - b. City paying 40% of this cost \$1,294,843; UCW 60% is equal to \$1,942,264.
5. **Commercial Zoning**: Per city request maintained 12.34 ac of commercial area versus converting it to multifamily or single family.
6. **Non-potable system**: Put in a nonpotable system and oversized it for future development.
 - a. 4th Street offsite nonpot - \$1,340,153
 - b. Onsite nonpot - \$202,354
7. **Sanitary Sewer**: Provided two offsite sanitary sewer lines that will allow future development to more easily and cost effectively to develop.
 - a. 83rd Ave offsite sewer - \$1,967,939
 - b. Cache offsite sewer - \$924,227

Amenities

Table 1 -Neighborhood Feature and Common Area Types

Feature Number	Description	Area (Ac)	Points
1	Square/Green	4.12	1
2	Pocket Park	1.58	1
3	Square/Green	0.93	1
4	Square/Green	1.08	1
5	Square/Green	0.49	1
6	Trails	N/A	1
Total			6

The code requires five (5) neighborhood features, the proposed features meet the requirement. For additional information. See Trails Exhibit.



Union Colony Metropolitan District Nos. 1 – 8 MD2024-0001

**Brian McBroom, Community Development Director
City Council Meeting – October 1, 2024**



Agenda

- Request and Site Background
- Location
- Overview
- Improvements
- Considerations
- Purpose: Adopt the resolution

Request and Site Background



Request:

Approve a Metropolitan District Service Plan and IGA to form eight Metro Districts under a consolidated Service Plan

- **Background:**

- An Annexation and Planned Unit Development (PUD) for the property was approved by the City in 2022 (Schneider Farm PUD)
- Currently the 161± acre site is undeveloped, formerly agricultural land

- **City Council Action:** Request for Approval

Location



- Northwest corner of 10th Street/83rd Avenue
- Surrounding Zoning and Land Uses:
 - North: Weld County, Agricultural
 - East: R-L (Residential Low Density) | Weld County, Agricultural Undeveloped
 - South: R-H (Residential High Density) | C-H (Commercial High Intensity) Multi-Family Residential, Oil and Gas
 - West: PUD, Agricultural, Undeveloped

Overview



- Consolidated Service Plan to provide for various improvements
- The Districts would provide for the planning, design, acquisition, construction, installation, relocation, development and financing of Public Improvements from proceeds of Debt to be issued by the Districts. Debt would be repaid by ad valorem property taxes and District Facility Fees
- Capital Plan has estimated cost of public improvements of \$62,877,388
- As proposed, the Service Plan includes a Maximum Mill Levy of sixty-five (65) mills for residential and commercial property. The maximum time period for the Debt Mill Levy is forty (40) years

Improvements



Consolidated Service Plan to provide for improvements including:

- Earthwork and erosion control
- On and offsite water and sewer mains
- Work on the Skyline Ditch
- Electric transmission line relocation
- Street improvements and asphalt paving with curb, gutter and sidewalks
- On and offsite irrigation mains, raw water irrigation for open space areas and right-of-way
- Park irrigation with landscaping and park and recreation improvements

Considerations

Approval Criteria

- Per Section 24-1217 of the Greeley Municipal Code, City Council shall apply 12 criteria to consider the proposed Service Plan
- Staff has determined the proposed Service Plan is consistent with the 12 criteria

Notification

- Notification requirements per Greeley Municipal Code Section 24-1209 have been complied with
- Code requires meeting a Statutory requirement (C.R.S. §32-1-204) to provide notice to special districts and jurisdictions within a three-mile radius of Metro District boundary, 35 notices were sent
- Staff has received no comments and is not aware of any opposition

Recommended Motion

Based on the application received and the preceding analysis, the City Council finds that the request for the approval of a Colorado Revised Statutes Title 32 Special District Service Plan for Union Colony West Metropolitan District Nos. 1 – 8 is in conformance with the City of Greeley's Municipal Code Title 24, Chapter 12. Metropolitan Districts; and therefore, approves the request.

A motion to adopt the Resolution approving the Intergovernmental Agreement between the City of Greeley and Union Colony West Metropolitan District Nos. 1 – 8 regarding the Service Plan for the District.

Thank you





Council Agenda Summary

October 1, 2024

Key Staff Contact: Brian McBroom, Community Development Director, Douglas May, Planner III

Title:

Public hearing and second reading of an ordinance changing the official zoning map of the City of Greeley, Colorado to consider a request by Avant Civil Group to rezone 8.51 acres located north of 19th Street Road and east of 82nd Avenue from H-A (Holding Agriculture) to R-L (Residential Low Density) zone district (Case number ZON2024 0003, Mountain Vista Rezone)

Summary:

The subject site was originally part of the North Poudre Fourth Annexation, which was approved and zoned as H-A (Holding Agriculture) in 1982. The property is currently zoned as H-A, which according to the Greeley Development Code is intended for properties which have been annexed into the City and is used as a “pre-development” district to either preserve open and rural lands and agricultural uses, or hold areas until more coordinated planning for infrastructure, land uses, and design can occur.

The Planning Commission previously reviewed a proposal for this site on January 23, 2024, for a multifamily development containing 75 dwelling units. The Planning Commission voted to recommend denial to City Council in a 5-0 vote, citing that the density was too high for the neighborhood, and it did not meet the missing middle housing concept. The City Council reviewed the revised proposal at a public hearing on March 5, 2024. Council made a motion (4-2) to deny the PUD for similar reasons. The applicant is now requesting a rezone from H-A (Holding Agriculture) to R-L (Residential Low Density). The Land Use Guidance Map from the Imagine Greeley Comprehensive Plan identifies the subject site as Suburban neighborhood category, which is described as being made up primarily of single family detached homes with an average density of 2-5 dwelling units per acre. The R-L zone district is primarily designed to support single-family housing development. Multi-family housing, including townhomes and duplexes, are not allowed in the R-L zone district. Letters regarding the public hearing for the proposed rezone were mailed on July 26, 2024, to property owners within 1000 feet of the site, as well as all property owners in the neighborhood directly south and east of the proposal. A notice sign was posted on the site on July 26, 2024. Public notice was also published on the City of Greeley website on July 26, 2024. Staff received a written comment from one property owner asking questions about the proposal. The item went before the Planning Commission on August 27, 2024, and they recommended approval in a 5-0 vote. The item was introduced at the September 17, 2024 Council Meeting, and by a majority vote the public hearing was set for October 1, 2024.

Fiscal Impact:

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

Legal Issues:

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

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

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

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

Council's Recommended Action:

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

Attachments:

1. Ordinance No. 37, 2024 with Appendix A
2. Planning Commission (PC) Summary Report
3. Vicinity Map
4. Zoning Map
5. Project Narrative for Rezone
6. Plan Set
7. Neighbor Notification Boundary Map
8. Draft Planning Commission Minutes August 27, 2024
9. Neighbor Comment
10. Item 22 - Presentation

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 37, 2024
CASE NO. ZON2024-0003**

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM H-A (HOLDING AGRICULTURE) TO R-L (RESIDENTIAL LOW DENSITY) CHANGING THE UNDERLYING LAND USE DESIGNATIONS FOR APPROXIMATELY 8.51 ACRES OF PROPERTY LOCATED ON THE PARCEL NORTH OF 19TH STREET ROAD AND EAST OF 82ND AVENUE

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

Section 1. The zoning on the following described property located in the City of Greeley is hereby changed from H-A (Holding Agriculture) to R-L (Residential Low Density) in the City of Greeley, County of Weld, State of Colorado:

Legal Description

See Appendix A, attached hereto, and incorporated herein.

Section 2. The boundaries of the pertinent zoning districts as shown on the official zoning map are hereby changed so as to accomplish the above-described zoning changes, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

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

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS 1st DAY OF OCTOBER 2024.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 37, 2024
CASE NO. ZON2024-0003

A parcel of land, being Tract 2 of Mountain Vista-Filing 3 recorded November 13, 2002 as Reception No. 3005092 of the Records of Weld County, and those portions of 82nd Avenue, 18th Street, and 19th Street adjoining to said Tract 2, all situate within the Southwest Quarter (SW1/4) of Section Eight (8), Township Five North (T.5N.), Range Sixty-six West (R.66W.), of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado, more particularly described as follows:

COMMENCING at the Westerly most Northwest corner of Tract 2, Mountain Vista-Filing 3 and assuming the Westerly line of said Tract 2 as bearing South 00° 33' 57" East a distance of 647.52 feet with all other bearings contained herein relative thereto:

The following Five (5) courses are along the Westerly and Southerly lines of said Tract 2, Mountain Vista-Filing 3:

THENCE South 00° 33' 57" East a distance of 647.52 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 15.71 feet, said curve has a radius of 10.00 feet, a delta of 90° 00' 00" and is subtended by a chord bearing South 45° 33' 57" East a distance of 14.14 feet to a Point of Tangency;
THENCE North 89° 26' 03" East a distance of 32.88 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 290.39 feet, said curve has a radius of 970.00 feet, a delta of 17° 09' 09" and is subtended by a chord bearing North 80° 51' 29" East a distance of 289.30 feet to a Point of Tangency;
THENCE North 72° 16' 54" East a distance of 155.47 feet to the Southerly most Southeast corner of Tract 2, Mountain Vista-Filing 3 monumented by a #5 rebar with an illegible 1.5" diameter cap and to the **POINT OF BEGINNING**.

THENCE South 17° 43' 06" East a distance of 30.00 feet to the centerline of 19th Street as depicted on the plat for said Mountain Vista-Filing 3:

The following Three (3) courses are along the centerline of said 19th Street:

THENCE South 72° 16' 54" West a distance of 155.47 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 299.37 feet, said curve has a radius of 1000.00 feet, a delta of 17° 09' 09" and is subtended by a chord bearing South 80° 51' 29" West a distance of 298.25 feet to a Point of Tangency;
THENCE South 89° 26' 03" West a distance of 72.88 feet to the centerline of 82nd Avenue as depicted on the plat of said Mountain Vista-Filing 3;
THENCE North 00° 33' 57" West along the centerline of said 82nd Avenue a distance of 762.59 feet to the centerline of 18th Street as depicted on the plat of Mountain Vista-Filing 3;
THENCE North 89° 29' 58" East along the centerline of said 18th Street a distance of 100.00 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 104.92 feet, said curve has a radius of 745.00 feet, a delta of 8° 04' 10" and is subtended by a chord bearing North 85° 27' 53" East a distance of 104.84 feet to the end point of the curve and to the intersection of the

centerline of 18th Street and the Northwesterly prolongation of the Northeasterly line of Tract 2, Mountain Vista-Filing 3;

THENCE South 56° 06' 06" East along the Northeasterly line of said Tract 2 a distance of 461.18 feet to the Northwest corner of Lot 4, Block 2 as depicted on the plat for Mountain Vista-Filing 3;

The following Four (4) courses are along the Easterly and Southerly lines of said Tract 2, Mountain Vista-Filing 3:

THENCE South 10° 41' 50" East a distance of 72.17 feet;

THENCE South 17° 43' 06" East a distance of 160.00 feet;

THENCE South 72° 16' 54" West a distance of 180.00 feet;

THENCE South 17° 43' 06" East a distance of 118.00 feet to the Southerly most Southeast corner of Tract 2, Mountain Vista-Filing 3 and to the **POINT OF BEGINNING**.

TOTAL REZONED AREA for the Mountain Vista Multifamily PUD is 370,623 sq. ft. or 8.51 acres, more or less ($\pm$).

PLANNING COMMISSION SUMMARY

ITEMS: A rezone from H-A (Holding Agriculture) to R-L (Residential Low Density)

FILE NUMBER: ZON2024-0003

PROJECT: Mountain Vista Rezone

LOCATION: North of 19th Street Road, east of 82nd Avenue.

APPLICANT: Avant Civil Group

CASE PLANNER: Doug May, AICP, Planner III

PLANNING COMMISSION HEARING DATE: August 27, 2024

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by the applicant and the public and shall then make a recommendation to the City Council regarding the application in the form of a finding based on the review criteria in Section 24-204(b) of the Development Code.

EXECUTIVE SUMMARY

The City of Greeley is considering a request from Avant Civil Group, to rezone approximately 8.51 acres of property located North of 19th Street Road and east of 82nd Avenue from H-A (Holding Agriculture) to R-L (Residential Low Density).

A. REQUEST

The applicant is requesting approval of a rezone from H-A (Holding Agriculture) to R-L (Residential Low Density).

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning:

North: C-L (Commercial Low Intensity, R-L, Residential Low Density)

South: R-L (Residential Low Density)

East: R-L (Residential Low Density)

West: C-L (Commercial Low Intensity)

Surrounding Land Uses:

North: Vacant land, stormwater detention
South: Single-family residential
East: Single-family residential
West: Commercial – professional offices

Site Characteristics:

The subject site is approximately 8.51 acres in size. The property has not been previously developed, aside from a plugged and abandoned oil and gas well. The site is currently vacant and slopes gently downward to the north.

D. BACKGROUND

The subject site was originally part of the North Poudre Fourth Annexation, which was approved and zoned as H-A (Holding Agriculture) in 1982. The property is currently zoned as H-A, which according to the Greeley Development Code is intended for properties which have been annexed into the City and is used as a “pre-development” district to either preserve open and rural lands and agriculture uses, or hold areas until more coordinated planning for infrastructure, land uses, and design can occur.

The Planning Commission previously reviewed a proposal for this site on January 23, 2024 for a multi-family development containing 75 dwelling units. The Planning Commission voted to recommend denial to City Council in a 5-0 vote, citing that the density was too high for the neighborhood and it did not meet the missing middle housing concept. The City Council reviewed the revised proposal at a public hearing on March 5, 2024. Council made a motion (4-2) to deny the PUD for similar reasons.

The applicant is now requesting a rezone from H-A (Holding Agriculture) to R-L (Residential Low Density). The Land Use Guidance Map from the Imagine Greeley Comprehensive Plan identifies the subject site as Suburban neighborhood category, which is described as being made up primarily of single family detached homes with an average density of 2-5 dwelling units per acre. The R-L zone district is primarily designed to support single-family housing development. Multi-family housing, including townhomes and duplexes, are not allowed in the R-L zone district.

E. APPROVAL CRITERIA

Rezoning Review Criteria, Section 24-204(b):

1. The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan.

Staff Comment: The subject area is identified as a Suburban Neighborhood on the Land Use Guidance Map in the Imagine Greeley Comprehensive Plan. The Plan specifies that “types of housing found in suburban neighborhoods is largely limited to single-family detached homes”. The R-L zone district is primarily designed to support single family housing development. Additionally, the following comprehensive plan goals support the subject application:

Objective GC-1.2 Form of Growth Encourage a compact urban form over sprawl or leap-frog development.

Objective GC-4.3 Infill Compatibility Promote the use of site design and building architecture that is sympathetic to the surrounding area and enhances the desirable character and form of the neighborhood or area.

The request complies with this criterion.

2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.

Staff Comment: The intent of the rezone is to provide additional housing that is compatible with the area. The proposed land use provides opportunities for additional single-family housing.

The request complies with this criterion.

3. Whether the area changed or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area.

Staff Comment: The area continues to see infill sites developed with a mix of residential and nonresidential uses. There are several commercial developments approved or under review as well as a detached multifamily project approximately ½ mile north including a drive-through coffee shop and gas station. Currently under review is a mixed-use development containing single-family, mixed-use multifamily, and townhomes, approximately ½ mile to the east.

The request complies with this criterion.

4. Whether the existing zoning has been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.

Staff Comment: The existing H-A zoning was likely established in 1982 when the property was annexed and has remained undeveloped to this day. It is common for newly annexed properties to be zoned H-A until development is proposed. Over time, much of the surrounding area has been rezoned as development has occurred.

The request complies with this criterion.

5. **The proposed zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces, and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development.**

Staff Comment: The proposal allows for single-family residential uses. The R-L zone district does not allow multi-family housing, including townhomes and duplexes.

The request complies with this criterion.

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

Staff Comment: Existing services are present in the vicinity to support development of the site as proposed.

The request complies with this criterion.

7. **The change will serve a community need, provide an amenity, or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning.**

Staff Comment: The proposed rezone would accommodate the community's need for housing. The Housing Needs Assessment prepared for the City of Greeley indicates that there is demand for 19,400 housing units over the next 20 years.

The request complies with this criterion.

8. **Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.**

Staff Comment: Anticipated impacts on surrounding properties, especially the single-family neighborhood to the east and south have been considered by maintaining the R-L zone district that surrounds the subject property on three sides.

The request complies with this criterion.

9. **The recommendations of professional staff or advisory review bodies.**

Staff Comment: Planning staff and the Administrative Review Team recommend approval.

The request complies with this criterion.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject site was originally part of the North Poudre Fourth Annexation, which was approved and zoned as H-A (Holding Agriculture) in 1982. Currently, this property is Tract 2 from the Mountain Vista Filing 3 subdivision, which was recorded in November of 2002. If the proposed rezone is approved, the applicant will need to be approved for a Subdivision to turn Tract 2 into buildable lots.

2. HAZARDS

A plugged and abandoned oil and gas facility impacts the subject site and a 50-foot setback from the abandoned well has been designated on the zoning plat to protect the surrounding development. Staff is unaware of any other hazards on the property.

3. WILDLIFE

The subject site is not located within an area of ecological significance.

4. FLOODPLAIN

The property is not located within any flood zones.

5. DRAINAGE AND EROSION

Drainage is not proposed to change with the proposed rezone. If the rezone is approved, the applicant will need to apply for a subdivision and at that time, drainage and erosion and impacts of development will be analyzed in detail.

6. TRANSPORTATION

The subject site has frontage along 82nd Avenue to the west and 19th Street Road to the south. Additionally, 18th Street currently stubs at the northwest corner of the property and is proposed to be extended to the east. The site is proposed to have three points of access: one from 18th Street to the north, one from 82nd Avenue to the east and, and one from 19th Street Road to the south. Currently, the nearest Greeley-Evans Transit (GET) route is Route 1, which runs along 20th Street and 71st Avenue.

A traffic study (*see Attachment D - Traffic Study*) evaluating the short-term and long-term traffic impacts of the proposed project was submitted as part of the previous PUD application. Based on this analysis, that proposal was expected to generate 716 trips a day at full buildout. The study anticipated that most of the site traffic would utilize 18th Street to 83rd Avenue for trips to and from the site. The City's Traffic Engineer reviewed the traffic study and did not have any concerns. The applicant was allowed to reuse this traffic study for this proposal because if the rezone is approved, the development that would be built would have significantly less traffic impact. An updated traffic study would be required with the subdivision phase of the project.

G. SERVICES

1. WATER

The City of Greeley provides water services to the area and is adequate to serve the site.

2. SANITATION

The City of Greeley provides sanitary services to the area and is adequate to serve the site.

3. EMERGENCY SERVICES

The property is served by the City of Greeley's Police and Fire Departments. Fire Station #7 is located along 10th Street, approximately 2.5 miles from the subject site, by road.

4. PARKS AND OPEN SPACES

No public parks or regional open space areas are proposed as part of this request. Cash-in-lieu for parkland dedication does apply to this project. The applicant will also be required to pay Park & Trail Development Fees.

5. SCHOOLS

No schools are proposed or located on the subject site. However, cash-in-lieu for schools will be required for the project during the Subdivision phase.

H. NEIGHBORHOOD IMPACTS

1. VISUAL

No adverse visual impacts are anticipated by the proposal.

2. NOISE

Any potential noise created by future development would be regulated by the Municipal Code.

I. PUBLIC NOTICE AND COMMENT

Letters regarding the public hearing for the proposed rezone were mailed on July 26, 2024, to property owners within 1000 feet of the site, as well as all property owners in the neighborhood directly south and east of the proposal. A Notice sign was posted on the site on July 26, 2024. Public notice was also published on the City of Greeley website on July 26, 2024. Staff has received written comment from one property owner asking questions about the proposal.

J. MINERAL ESTATE OWNER NOTIFICATION

The applicant mailed the required notice regarding the initial public hearing for the proposed rezone to all mineral rights owners on July 12, 2024. Staff received no corresponding inquiries to date, August 1, 2024.

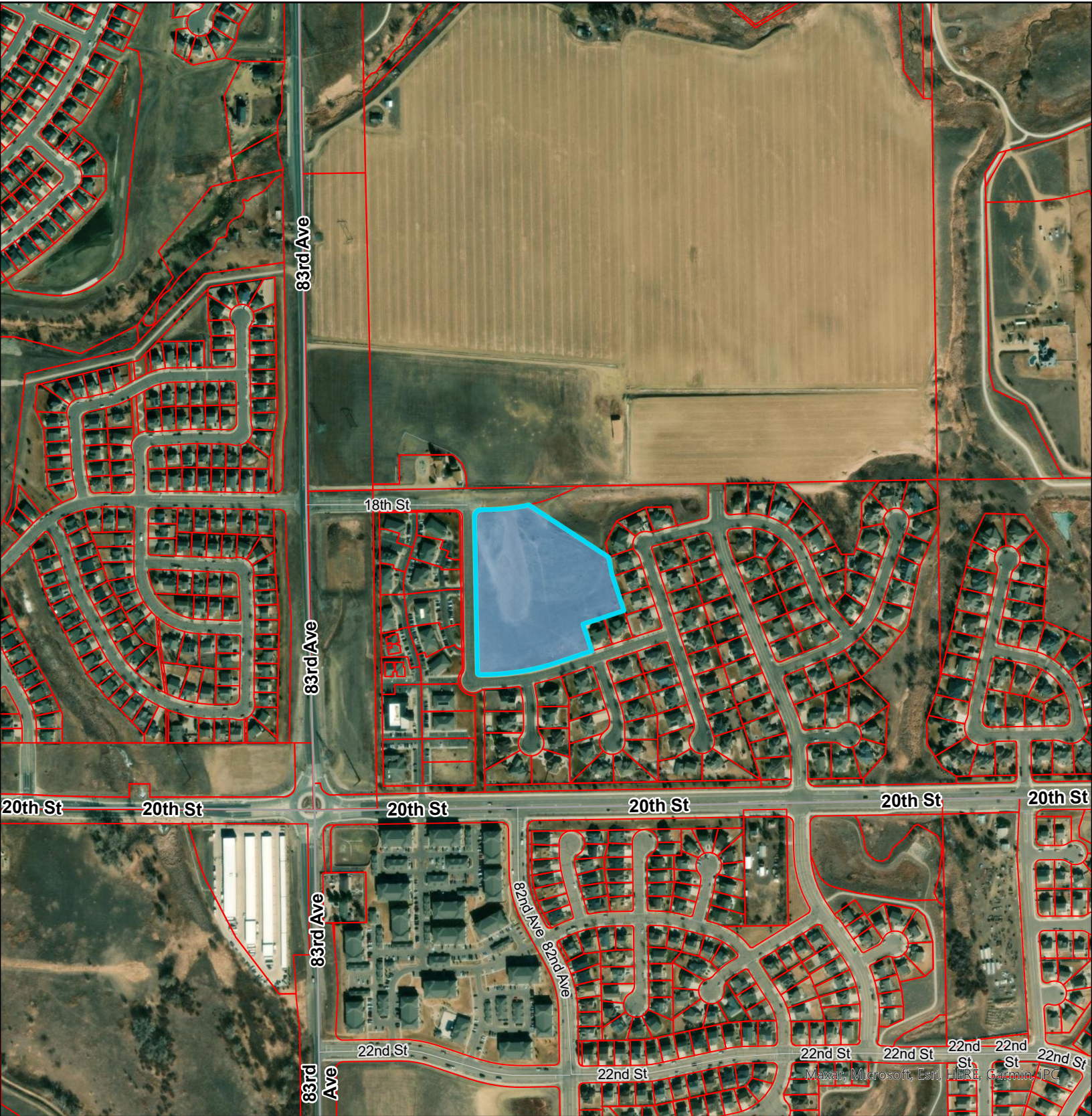
K. PLANNING COMMISSION RECOMMENDED MOTIONS

Recommended (Approval)

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezone from H-A (Holding Agriculture) to R-L (Residential Low Density) is in compliance with Section 24-204(b) of the Development Code and therefore recommends City Council approval.

Alternative (Denial)

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed rezone from H-A (Holding Agriculture) to R-L (Residential Low Density) is not in compliance with Section 24-204(b) of the Development Code and therefore recommends City Council denial.

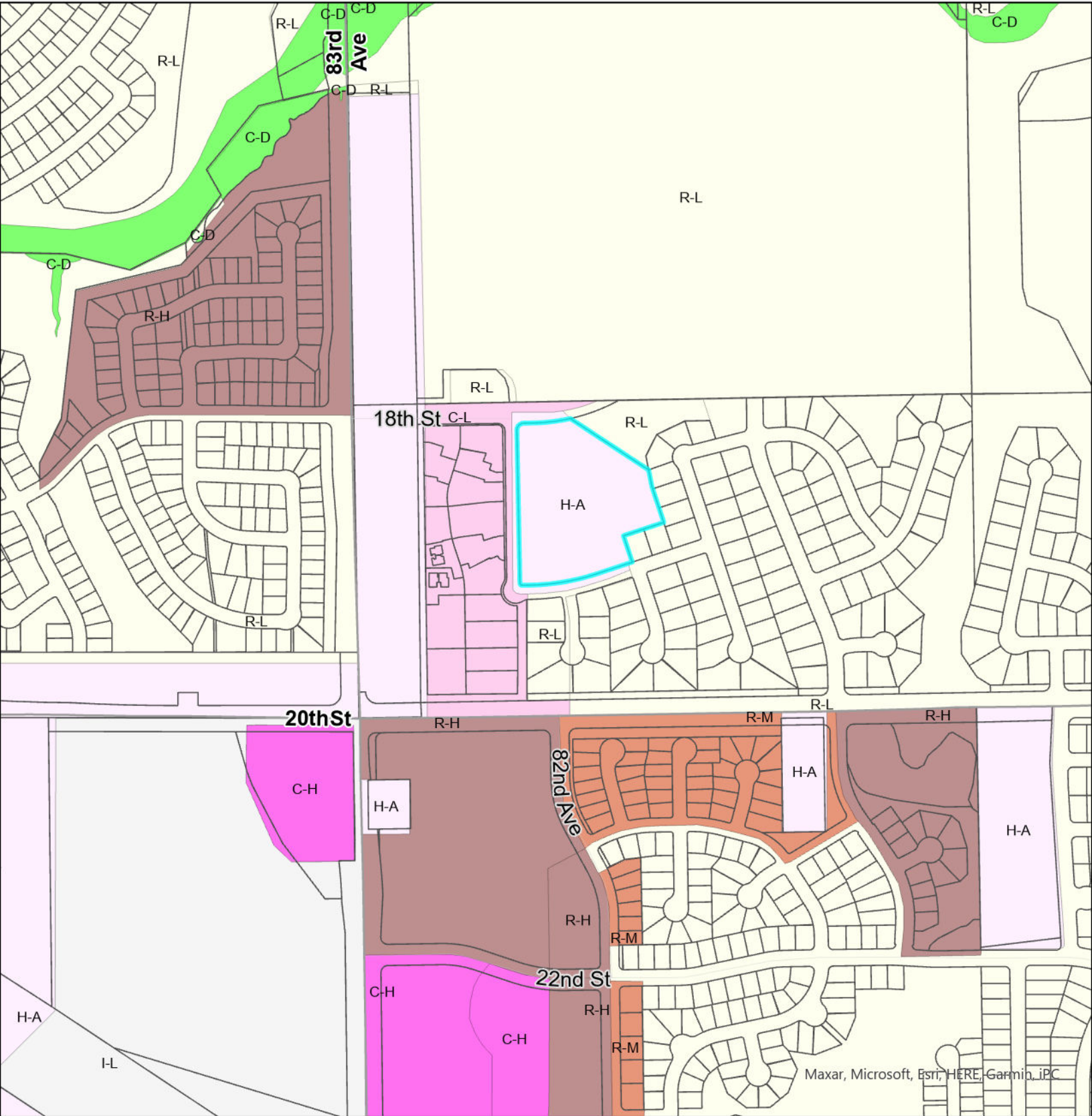


Legend

-  Subject Site
-  Greeley Parcels



Zoning Map - Mountain Vista Rezone



Maxar, Microsoft, Esri, HERE, Garmin, iPC

Legend

- | | | |
|---------------------------|-----------------------------|----------------------------|
| Greeley Parcels | Industrial Low Intensity | Residential Low Density |
| Conservation District** | Industrial Medium Intensity | Residential Medium Density |
| Commercial Low Intensity | Industrial High Intensity | Residential High Density |
| Commercial High Intensity | Planned Unit Development | Residential Mobile Home |
| Holding Agriculture | Residential Estate | |



June 14, 2024

City of Greeley
Planning and Zoning
1100 10th Street – 2nd Floor
Greeley, CO 80631

Re: Mountain Vista 4th Filing Rezone

Dear City of Greeley Staff,

The Mountain Vista 4th Filing Rezone is located northeast of 82nd Avenue and 19th Street intersection. The legal description of the site is being a Rezone of Tract 2, Mountain Vista-Filing 3 located in the Southeast Quarter of Section 8, Township 5 North, Range 66 West of the 6th Prime Meridian., City of Greeley, County of Weld, State of Colorado. **Figure 1** below highlights the site location.

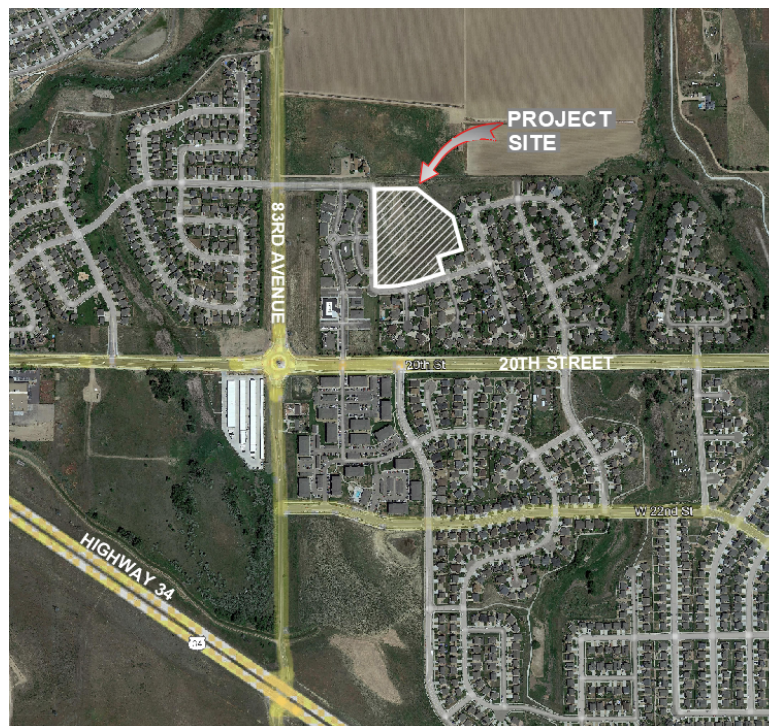


Figure 1: Outline of Mountain Vista Multifamily

The parcel itself is 7.430 acres and has been zoned Holding Ag (H-A) since Mountain Vista 3rd Filing was developed in 2002 due to a previous oil and gas well on this site that was abandoned November 26, 2019. This application requests to rezone the parcel to residential low density (R-L). The surrounding uses consist of commercial and single family residential. The surrounding property is zoned as R-L to the North, South and East. The property to the West is currently zoned as Greeley C-L.

The project is proposing straight residentially zoned property for single family home construction after efforts to rezone to PUD with multifamily development were denied by City Council March 5, 2023. The intent is to build a single family subdivision with lots for sale and no multifamily units which were a concern to Planning Commission, City Council and the neighborhood on the previous rezone application. This new proposal meets those concerns by Planning Commission, City Council and the neighborhood.

Below is a discussion on how this application meets the criteria set forth in Section 24-204 for rezoning of properties:

Review Criteria:

1. This proposed development meets the relevant goals and objectives of the comprehensive plan. As the comprehensive plan has an overarching broad brush application not every goal and objective apply to this project, but the ones that do are being met.
This R-L zoning and subsequent single family home subdivision meets goals in **Growth and City Form**. As discussed in Objective GC 1.2 and 1.3 this project is somewhat of an infill project and is not a project leap frogging out to the perimeters of the community making it harder to serve. Adequate services are available and won't add significant strain to any City services being provided. GC2.3 discusses other modes of transportation and this project will connect to existing collector roads around the property with sidewalks and bike lanes, as well as adding local roads for the new development with sidewalks, which also meets goals of the transportation master plan allowing for safe connection and continuation of the different modes of transportation. GC 3.4 will also be met by planting of trees along local roads supporting Greeley's status as a "Tree City". GC 6.2 regarding connectivity will be accomplished as this development continues on where Mountain Vista 3rd Filing left off. In addition, 18th Street will be built east allowing for additional connectivity in the future of the adjacent parcel to the north already zoned R-L.
In the **Housing** section of the comprehensive plan Objective HO 2.1 discusses diversity in housing. With a different builder than who built Mountain Vista 3rd Filing the homes will provide additional options with these newer homes as well as meeting newer building codes in areas such as construction requirements and efficiencies.
As it relates to **Infrastructure** Objectives in IN1.1 and 1.2 with adequate public services are being met since the project is in the middle of Mountain Vista 3rd Filing that is adequately meeting these services. IN 1.5-1.10 objectives are being met by adding many of the required infrastructure pieces (roads, water, sanitary, storm, nonpotable) to support the new subdivision. In 2.3 will be met as undergrounding of dry utilities will be done as a part of the project.
As for **Transportation and Mobility** the project will be adding typical road systems that allow for several modes of transportation such as pedestrian, bicycle, and vehicular. A raised crosswalk on 19th St at 81st Ave will help with TM 1.2 and pedestrian movements out of the new subdivision and provide a safer connection to the south and west areas of the subdivision and the other services offered in the commercial center as well as better access to 20th St where access to the trail system further east can be accessed. The raised crosswalk on 19th Street will also address TM1.4 and traffic calming in the immediate area.
2. The proposal fulfills the intent of the zoning district as it relates to the other zones around it since three of the sides are the same R-L zoning. The fourth is a slightly higher zoning of C-L providing services that the single family will benefit from.
3. The area surrounding the parcel is developed on three sides and changing the zoning to R-L similarly to the surrounding areas would be consistent and not out of place or in conflict with the surrounding zones.
4. The H-A zoning has been in place for 22 years and this parcel would have been developed if it were not for the previous oil and gas well that precluded any development due to set back limitations. With the well abandoned development can now occur and fill in this parcel with single family development.

5. The proposed R-L zoning will enable development in character with existing development since two sides are R-L development and the zoning to the north is R-L, but not developed at this time. The proposal is for single family development that will have the same feel and pattern as the surrounding subdivision.
6. The City has the capacity to provide services to the property. The City water and sanitary sewer system surround the site and have been analyzed and have capacity to serve. A nonpotable main will be installed in 18th Street to connect to some future city nonpotable system that has not been identified or constructed at this time, but will in the future providing more efficient and less costly water for landscaping of open space areas. The transportation system has capacity on the surrounding streets and nearby intersections have adequate levels of service that will continue to meet Greeley standards. 83rd Avenue and 18th Street intersection has a LOS of B in the AM and LOS C in the PM, which is better than the City standard of LOS D. When the City improves 83rd Avenue this LOS will improve even more. Police and Fire services are also available as they serve the surrounding neighborhood and even beyond this somewhat of an infill piece of property.
7. The change will serve the community by providing a need for more single family homes. A concern with the amount of multifamily development being built in the Greeley city limits seemed to be a deciding factor, or point in the denial of the last application for this property, and a need for single family homes was expressed. This application for R-L zoning would meet that desire and need for more single family development.
8. No negative impacts are anticipated since this will be another single family subdivision like the adjacent areas. The site at 7.43 acres is somewhat small in size, so not a significant amount of lots are expected to be able to be built once city standard streets are constructed. This site when compared to what exists in Mountain Vista 1st, 2nd, and 3rd Filings, or Mountain Shadows Subdivision a bit further west of the site is very small.

Access to the site will be provided by two access points likely from 18th Street and from 19th Street. The southern half of 18th Street will be extended from 82nd Avenue to the Tract 2 eastern property line. Roads are anticipated to be dedicated as City right-of-way. The site will be designed to the City of Greeley Standards. No offsite traffic related improvements are anticipated due to the project being an extension of the existing single family subdivision to the east. The previous multifamily traffic studies demonstrated 100 units met city street standards and levels of service, so no updated traffic study is being presented at this time.

Wet utilities for the site will be built to meet Greeley standards and connect to the existing sanitary sewer located currently on the east side of the parcel as well as potable water in 19th Street and in 18th Street when the developer extends the southern half of 18th St to the east property line. A non potable line for future connection to a nonpotable system will be built in 18th Street for others to connect to. A hydraulic analysis was previously done for the multifamily proposal demonstrating that water and sanitary capacity is available in the existing surrounding city utilities.

The property is part of the Mountain Vista 3rd Filing Drainage Report prepared by Drexel, Barrell & Company dated October 2, 2002. Tract 2 will maintain the existing grading and drainage patterns that have historically existed and drain towards the northeast into an existing detention pond that currently has had capacity for Tract 2 since it was developed as a part of Mountain Vista 3rd Filing.

The project will be constructed as part of a single phase.

Rezoning to R-L will allow the property to establish zoning that will allow the property to be developed in a compatible manner with the surrounding area since it will be the same zoning that exists on the east and south side of the property. The R-L zoning will also account for existing residence concerns by creating lots to be developed that can be sold.

The project will also meet many of the Greeley Comprehensive Plan objectives in Infrastructure by building infrastructure that doesn't create a fiscal burden on the City (IN1.11). The project will connect to a collector road (18th St) and very near an arterial (83rd Ave) (IN1.9). The project will be set up to use nonpotable in the future once the City brings other nonpotable infrastructure to this area (NR1.4). The transportation system will include sidewalks that will connect into the surrounding sidewalks allowing safe movement around the area including to the adjacent commercial/office area where services can be accessed (TM1.2).

If you have any questions concerning this project, please contact me at rlauer@avantcivilgroup.com or call me at 970-286-7995.

Sincerely,

AVANT CIVIL GROUP, LLC

A handwritten signature in blue ink, appearing to read "Robbie Lauer", is positioned above the printed name.

Robbie Lauer

Principal

MOUNTAIN VISTA REZONE

BEING A REZONE MAP OF TRACT 2, MOUNTAIN VISTA-FILING 3 AND THOSE ADJOINING HALF RIGHT OF WAYS
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO
8.51 ACRES (±)
PROJECT NUMBER: ZON2024-0003

OWNER DEDICATION STATEMENT

I, Mountain Vista West Apartments, LLC, being the sole owner(s) in fee of...

A parcel of land for rezoning purposes and being Tract 2 of Mountain Vista-Filing 3 recorded November 13, 2002 as Reception No. 3005092 of the Records of Weld County, and those portions of 82nd Avenue, 18th Street, and 19th Street adjoining to said Tract 2, all situate within the Southwest Quarter (SW1/4) of Section Eight (8), Township Five North (T.5N.), Range Sixty-six West (R.66W.), of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado, more particularly described as follows:

COMMENCING at the Westerly most Northwest corner of Tract 2, Mountain Vista-Filing 3 and assuming the Westerly line of said Tract 2 as bearing South 00° 33' 57" East a distance of 647.52 feet with all other bearings contained herein relative thereto:

The following Five (5) courses are along the Westerly and Southerly lines of said Tract 2, Mountain Vista-Filing 3:

THENCE South 00° 33' 57" East a distance of 647.52 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 15.71 feet, said curve has a radius of 10.00 feet, a delta of 90° 00' 00" and is subtended by a chord bearing South 45° 33' 57" East a distance of 14.14 feet to a Point of Tangency;

THENCE North 89° 26' 03" East a distance of 32.88 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 290.39 feet, said curve has a radius of 970.00 feet, a delta of 17° 09' 09" and is subtended by a chord bearing North 80° 51' 29" East a distance of 289.30 feet to a Point of Tangency;

THENCE North 72° 16' 54" East a distance of 155.47 feet to the Southerly most Southeast corner of Tract 2, Mountain Vista-Filing 3 monumented by a #5 rebar with an illegible 1.5" diameter cap and to the **POINT OF BEGINNING**.

THENCE South 17° 43' 06" East a distance of 30.00 feet to the centerline of 19th Street as depicted on the plat for said Mountain Vista-Filing 3:

The following Three (3) courses are along the centerline of said 19th Street:

THENCE South 72° 16' 54" West a distance of 155.47 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 299.37 feet, said curve has a radius of 1000.00 feet, a delta of 17° 09' 09" and is subtended by a chord bearing South 80° 51' 29" West a distance of 298.25 feet to a Point of Tangency;

THENCE South 89° 26' 03" West a distance of 72.88 feet to the centerline of 82nd Avenue as depicted on the plat of said Mountain Vista-Filing 3;

THENCE North 00° 33' 57" West along the centerline of said 82nd Avenue a distance of 762.59 feet to the centerline of 18th Street as depicted on the plat of Mountain Vista-Filing 3;

THENCE North 89° 29' 58" East along the centerline of said 18th Street a distance of 100.00 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 104.92 feet, said curve has a radius of 745.00 feet, a delta of 8° 04' 10" and is subtended by a chord bearing North 85° 27' 53" East a distance of 104.84 feet to the end point of the curve and to the intersection of the centerline of 18th Street and the Northwesterly prolongation of the Northeasterly line of Tract 2, Mountain Vista-Filing 3;

THENCE South 56° 06' 06" East along the Northeasterly line of said Tract 2 a distance of 461.18 feet to the Northwest corner of Lot 4, Block 2 as depicted on the plat for Mountain Vista-Filing 3;

The following Four (4) courses are along the Easterly and Southerly lines of said Tract 2, Mountain Vista-Filing 3:

THENCE South 10° 41' 50" East a distance of 72.17 feet;

THENCE South 17° 43' 06" East a distance of 160.00 feet;

THENCE South 72° 16' 54" West a distance of 180.00 feet;

THENCE South 17° 43' 06" East a distance of 118.00 feet to the Southerly most Southeast corner of Tract 2, Mountain Vista-Filing 3 and to the **POINT OF BEGINNING**.

TOTAL REZONED AREA for Mountain Vista Rezone is 370,623 sq. ft. or 8.51 acres, more or less (±).

...shown on the attached map as embraced within the heavy exterior lines thereon, has (have) subdivided the same into lots and blocks (or building envelopes) as shown on the attached map; and does (do) hereby set aside said portion of tract of land and designate the same MOUNTAIN VISTA REZONE; and does (do) dedicate to the public, the streets and all easements over and across said lots (or building envelopes) at locations shown on said map; and does (do) further certify that the width of said streets, the dimensions of the lots and blocks (or building envelopes) and the names and numbers thereof are correctly designated upon said map.

Larry S. Buckendorf, Authorized Agent for Mountain Vista West Apartments, LLC

Date

NOTARIAL CERTIFICATE

Witness my hand and seal this _____ day of _____, 20_____.

STATE OF COLORADO)
CITY OF GREELEY)
COUNTY OF WELD)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 20_____.

My commission expires: _____

Notary Public

(SEAL)

CITY COUNCIL APPROVAL

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

PLANNING COMMISSION RECOMMENDATION

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

COMMUNITY DEVELOPMENT DIRECTOR

Director of Community Development

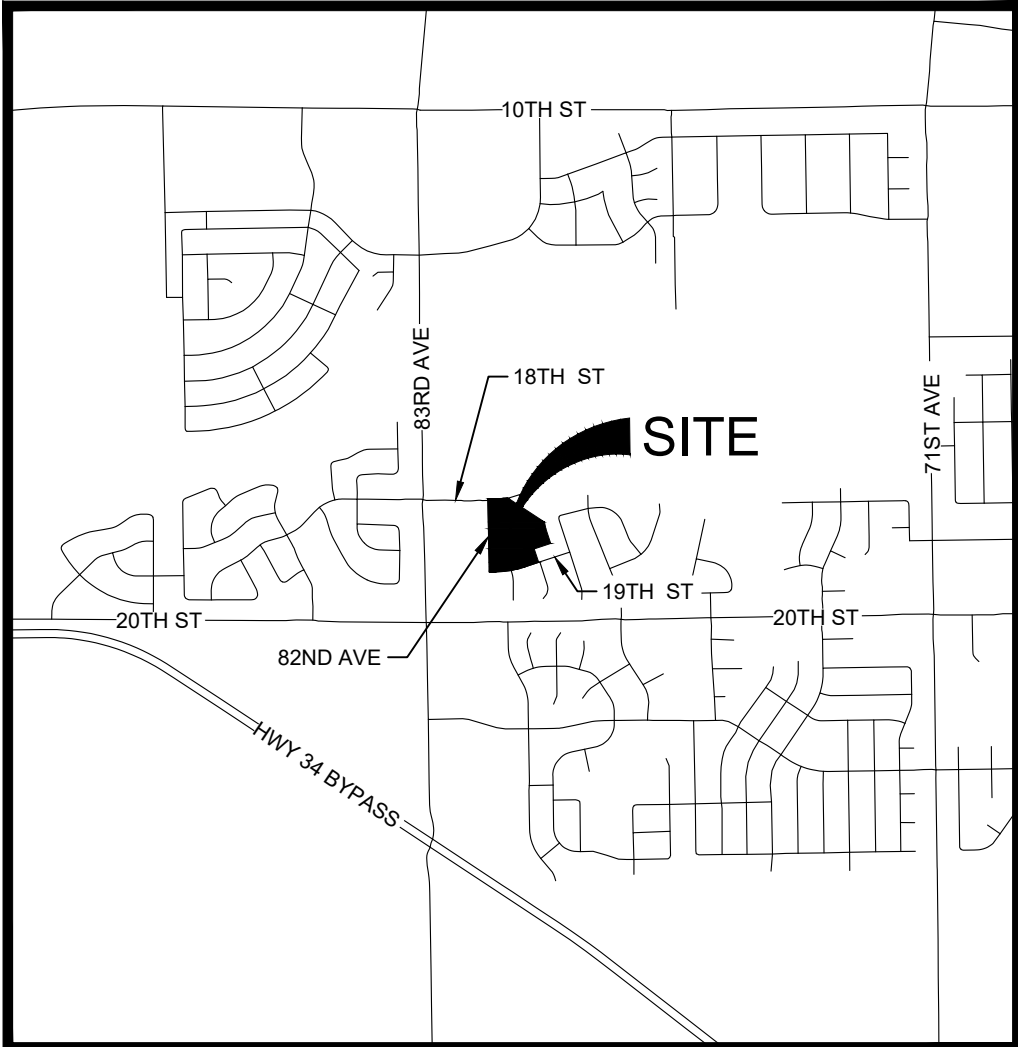
Date

REZONING DEVELOPMENT STANDARD NOTES:

- 1) Approval of site construction plans by the City of Greeley shall be required (as applicable) prior to issuance of building permits.
- 2) All existing and proposed utilities shall be installed underground.
- 3) No building permit shall be issued for the construction of a new building or structure unless the property has been platted in accordance with the City's Subdivision Regulations (Chapter 3).
- 4) All elevations shown on these plans are tied to NAVD 88 datum.

SURVEYOR NOTES:

- 1) The word "State", "certify" or "certification" as shown and used hereon is an expression of professional opinion regarding the facts of the survey, and does not constitute a warranty or guaranty, expressed or implied. DORA Bylaws and Rules (4 CCR 730-1).
- 2) EPS Group, Inc. or the Professional Land Surveyor listed hereon, does not have the expertise to address mineral rights, and recommends the owner retain an expert to address these matters. EPS Group, Inc. or the Professional Land Surveyor listed heron assumes no responsibility for the mineral rights upon the subject property.
- 3) For easements created by separate document and shown hereon refer to record document for specific terms.
- 4) For all information regarding easements, right-of-way or title of record, Northern Engineering relied upon Order Number 459-H0674326-820-GRO, Amendment 2, dated July 11, 2023, prepared by Heritage Title Company.
- 5) Not all documents listed in the title commitment are plottable or definable by their terms. All easements that are definable by their descriptions are shown hereon with sufficient data to establish their position. Owner, Client and others should refer to the title commitment and those documents listed therein for a true understanding of all rights of way, easements, encumbrances, interests and title of record concerning the subject property.
- 6) The Surveyor has not physically located the underground utilities shown hereon. The underground utilities have been located from observed evidence and utility markings at the time of survey and the surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that that the underground utilities shown are in the location indicated, although he does state that they are located or scaled as accurately as possible from the information available. Additional Utility Lines may exist. The exact location of any underground utilities shown and the location of any additional utilities should be determined by contacting "one Call" for a utility locate. All Underground Utilities should be verified prior to any design and or construction.
- 7) The Professional opinion of the Surveyor is not a determination of law, nor a matter of fact.
- 8) Adjacent property owner information per the Weld County Property Portal.
- 9) Zoning information per the City of Greeley ORIGIN Property Facts Map Portal.
- 10) Zoning Parcel descriptions are for reference purposes only. It is not the intent of the surveyor to create legal lots or subdivision as defined by the City of Fort Collins, the County of Larimer or State of Colorado. Zoning Parcel descriptions are not to be used in the transfer of real property or to replace deeded property descriptions.
- 11) This Zoning Map is not a statutory monumented Land Survey as defined by the State of Colorado. Monuments shown hereon are for depicted reference purposes only.
- 12) The location of that 30.0' Right of Way Easement to Snyder Oil Corporation as depicted hereon is approximate due to poor dedication geometry in Grant recorded on February 10, 1995 as Reception No. 2426230 of the Records of Weld County. Information was scaled via previous platting and aligned to known well locations.
- 13) The subject property is in "Zone X, Area of Minimal Flood Hazard" per FEMA Flood Map 08123C1516E, effective January 20, 2016.



VICINITY MAP

SURVEYING CERTIFICATE

I, Robert C. Tessely, a Colorado Registered Professional Land Surveyor do hereby certify that I prepared this plat from an actual and accurate survey of this land, including all known existing rights-of-way and easements, that the corner monuments shown thereon were properly placed under my supervision, in accordance with the regulations of the State of Colorado, under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

Robert C. Tessely
Colorado Registered Professional Land Surveyor, No. 38470
For and on behalf of EPS Group, Inc.

INTENT STATEMENT

It is the intent of this Rezone Map to rezone the described area hereon and shown on the attached map as embraced within the heavy exterior lines thereon to be City of Greeley "Residential Low Density (R-L)."

DEVELOPER/APPLICANT

Mountain Vista West Apartments, LLC
Larry S. Buckendorf, Authorized Agent
7251 W. 20th Street, L-200
Greeley, Colorado 80634
(970)-352-7072

SITE ENGINEER

Avant Civil Group, LLC.
Robbie Lauer
1337 Riverside Avenue, Suite 2
Fort Collins, Colorado 80524
(970) 286-7995

SURVEYOR

EPS Group, Inc.
Robert C. Tessely, PLS
301 North Howes Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

CALL UTILITY NOTIFICATION CENTER OF COLORADO



Know what's below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

UTILITY NOTE:
THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN ARE BASED ON OBSERVED EVIDENCE AND UTILITY MARKINGS AT TIME OF SURVEY. ADDITIONAL UTILITY LINES MAY EXIST. THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES SHOWN AND THE LOCATION OF ANY ADDITIONAL UNDERGROUND UTILITIES SHOULD BE DETERMINED BY CONTACTING "ONE CALL" FOR A UTILITY LOCATE.

Revisions: By: Date:

REZONE MAP

MOUNTAIN VISTA REZONE
CITY OF GREELEY, STATE OF COLORADO

Sheet

1

Of 7 Sheets

NOTICE:
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SECTION: 8
TOWNSHIP: 5 N
RANGE: 66 W of the 6th PM

EPS GROUP
NORTHERN ENGINEERING
970-221-4158
northernengineering.com
FORT COLLINS | GREELEY | MESA | GOODYEAR | TUCSON | NORTH PHOENIX | FORT WORTH

DATE: 04/30/2024
SCALE: AS SHOWN
CLIENT: JOURNEY HOMES
DRAWN BY: S. PAQUIN
REVIEWED BY: R. TESSELY

MOUNTAIN VISTA REZONE

BEING A REZONE MAP OF TRACT 2, MOUNTAIN VISTA-FILING 3 AND THOSE ADJOINING HALF RIGHT OF WAYS

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.

CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

8.51 ACRES (±)

PROJECT NUMBER: ZON2024-0003



50 0 50 100 150 Feet
(IN U.S. SURVEY FEET)
1 inch = 50 ft.

SYMBOL LEGEND

	FLARED END SECTION
	FIRE HYDRANT
	FOUND PROPERTY MONUMENT
	WATER VALVE
	INLET GRATE
	LIGHT POLE
	MAILBOX
	SANITARY SEWER MAN HOLE
	STORM SEWER MAN HOLE
	GAS MARKER
	4" SQUARE POST
	HANDICAP RAMP
	DECIDUOUS SHRUB
	SIGN
	CONIFEROUS TREE
	DECIDUOUS TREE
	VERTICAL PIPE

LINE LEGEND

	BOUNDARY LINE
	RIGHT OF WAY LINE
	ROAD CENTERLINE
	PROPERTY LINE
	EASEMENT LINE
	VACATED EASEMENT LINE
	CURB AND GUTTER / PAN FLOWLINE
	FENCE
	BURIED ELECTRIC
	BURIED GAS
	WATER LINE
	SANITARY SEWER LINE
	STORM SEWER LINE
	EDGE OF ASPHALT
	ROAD STRIPING
	MAJOR CONTOUR
	MINOR CONTOUR

CALL UTILITY NOTIFICATION CENTER OF
COLORADO



Know what's below.
Call before you dig.

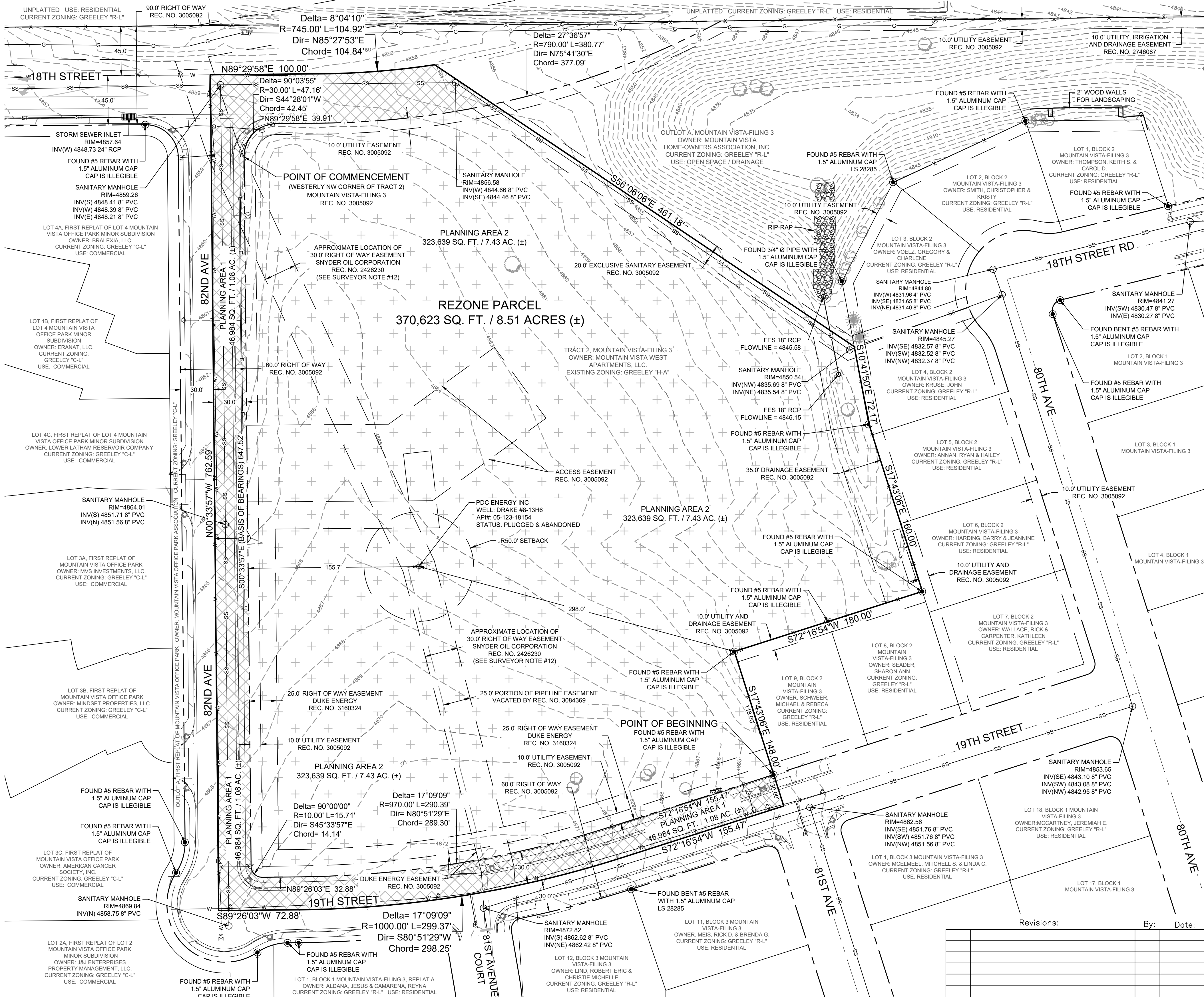
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
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DRAFT
04-30-2024

PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

Robert C. Tesseley
Colorado Registered Professional Land Surveyor No. 38470
For and on behalf of EPS Group, Inc.



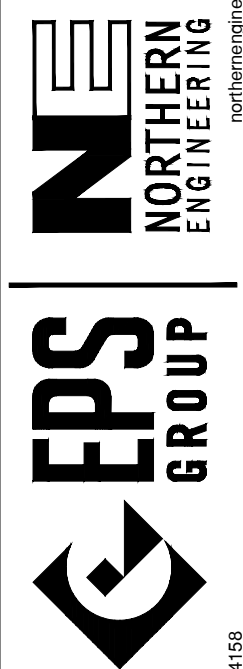
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SECTION:
8

TOWNSHIP:
5 N

RANGE:
66 W of the 6th P.M.



DATE:
04/30/2024

SCALE:
1" = 50'

REVIEWED BY:
R. TESSELEY

PROJECT:
1159-010

CLIENT:
JOURNEY HOMES

DRAWN BY:
S. PAULIN

EXISTING CONDITIONS MAP

MOUNTAIN VISTA REZONE
CITY OF GREELEY, STATE OF COLORADO

Sheet

2

Of 7 Sheets

MOUNTAIN VISTA REZONE

BEING A REZONE MAP OF TRACT 2, MOUNTAIN VISTA-FILING 3 AND THOSE ADJOINING HALF RIGHT OF WAYS
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH P.M.
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

8.51 ACRES (±)

PROJECT NUMBER: ZON2024-0003

ZONING DESCRIPTION:

A parcel of land for rezoning purposes and being Tract 2 of Mountain Vista-Filing 3 recorded November 13, 2002 as Reception No. 3005092 of the Records of Weld County, and those portions of 82nd Avenue, 18th Street, and 19th Street adjoining to said Tract 2, all situate within the Southwest Quarter (SW1/4) of Section Eight (8), Township Five North (T.5N.), Range Sixty-six West (R.66W.), of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado, more particularly described as follows:

COMMENCING at the Westerly most Northwest corner of Tract 2, Mountain Vista-Filing 3 and assuming the Westerly line of said Tract 2 as bearing South 00° 33' 57" East a distance of 647.52 feet with all other bearings contained herein relative thereto:

The following Five (5) courses are along the Westerly and Southerly lines of said Tract 2, Mountain Vista-Filing 3:

THENCE South 00° 33' 57" East a distance of 647.52 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 15.71 feet, said curve has a radius of 10.00 feet, a delta of 90° 00' 00" and is subtended by a chord bearing South 45° 33' 57" East a distance of 14.14 feet to a Point of Tangency;

THENCE North 89° 26' 03" East a distance of 32.88 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 290.39 feet, said curve has a radius of 970.00 feet, a delta of 17° 09' 09" and is subtended by a chord bearing North 80° 51' 29" East a distance of 289.30 feet to a Point of Tangency;

THENCE North 72° 16' 54" East a distance of 155.47 feet to the Southerly most Southeast corner of Tract 2, Mountain Vista-Filing 3 monumented by a #5 rebar with an illegible 1.5" diameter cap and to the **POINT OF BEGINNING**;

THENCE South 17° 43' 06" East a distance of 30.00 feet to the centerline of 19th Street as depicted on the plat for said Mountain Vista-Filing 3:

The following Three (3) courses are along the centerline of said 19th Street:

THENCE South 72° 16' 54" West a distance of 155.47 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 299.37 feet, said curve has a radius of 1000.00 feet, a delta of 17° 09' 09" and is subtended by a chord bearing South 80° 51' 29" West a distance of 298.25 feet to a Point of Tangency;

THENCE North 89° 26' 03" West a distance of 72.88 feet to the centerline of 82nd Avenue as depicted on the plat for said Mountain Vista-Filing 3;

THENCE North 00° 33' 57" West along the centerline of said 82nd Avenue a distance of 762.59 feet to the centerline of 18th Street as depicted on the plat of Mountain Vista-Filing 3;

THENCE North 89° 29' 58" East along the centerline of said 18th Street a distance of 100.00 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 104.92 feet, said curve has a radius of 745.00 feet, a delta of 8° 04' 10" and is subtended by a chord bearing North 85° 27' 53" East a distance of 104.84 feet to the end point of the curve and to the intersection of the centerline of 18th Street and the Northwesterly prolongation of the Northeasterly line of Tract 2, Mountain Vista-Filing 3;

THENCE South 56° 06' 06" East along the Northeasterly line of said Tract 2 a distance of 461.18 feet to the Northwest corner of Lot 4, Block 2 as depicted on the plat for Mountain Vista-Filing 3;

The following Four (4) courses are along the Easterly and Southerly lines of said Tract 2, Mountain Vista-Filing 3:

THENCE South 10° 41' 50" East a distance of 72.17 feet;

THENCE South 17° 43' 06" East a distance of 160.00 feet;

THENCE South 72° 16' 54" West a distance of 180.00 feet;

THENCE South 17° 43' 06" East a distance of 118.00 feet to the Southerly most Southeast corner of Tract 2, Mountain Vista-Filing 3 and to the **POINT OF BEGINNING**.

TOTAL REZONED AREA for the Mountain Vista Rezone is 370,623 sq. ft. or 8.51 acres, more or less (±).

ZONING SUMMARY		
EXISTING ZONING:	PROPOSES ZONING:	AREA (sq. ft. & ac.)
CITY OF GREELEY "H-A"	CITY OF GREELEY "R-L"	370,623 sq. ft. 8.51 ac. (±)
TOTAL		100%

LEGEND

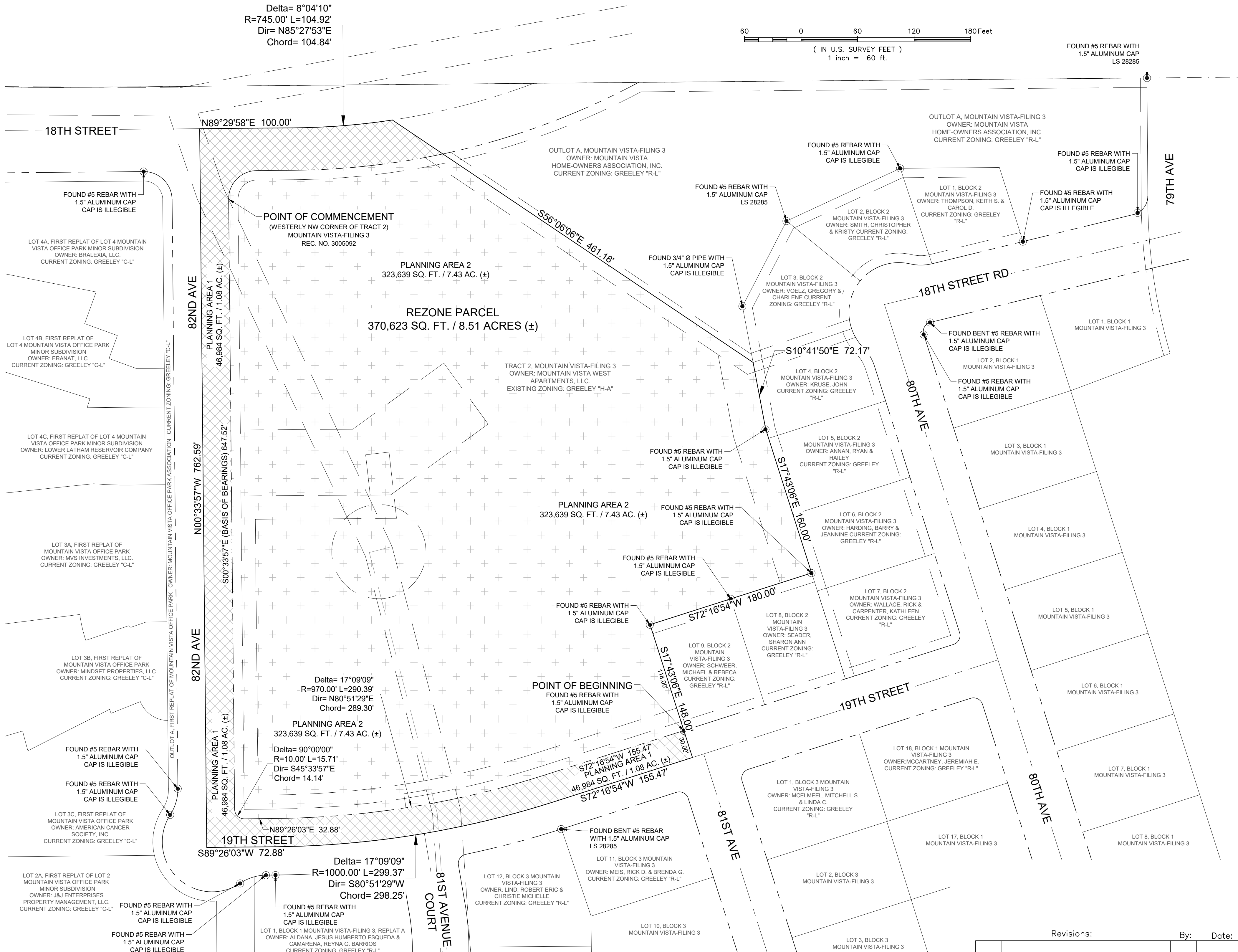
---	SECTION LINE
- - -	RIGHT OF WAY LINE
---	BOUNDARY LINE
---	PROPERTY LINE
---	ROAD CENTERLINE
---	EASEMENT LINE
---	VACATED EASEMENT LINE
●	FOUND PROPERTY CORNER MONUMENT

SURVEYING CERTIFICATE

I, Robert C. Tesseley, a Colorado Registered Professional Land Surveyor do hereby state that this Rezone Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

DRAFT
04-30-2024
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

Robert C. Tesseley
Registered Professional Land Surveyor LS 38670
For and on behalf of EPS Group, Inc.



ZONING SUITABILITY MAP

MOUNTAIN VISTA REZONE
CITY OF GREELEY, STATE OF COLORADO

Sheet

3

Of 7 Sheets

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SECTION: 8
TOWNSHIP: 5 N
RANGE: 66 W of the 6th PM

EPS GROUP
NORTHERN ENGINEERING
970.921.1458
PORT COLLINS | GREELEY | MESA | GOODYEAR | TUCSON | NORTH PHOENIX | FORT WORTH

DATE: 04/30/2024
SCALE: 1" = 60'
PROJECT: 1159-010
CLIENT:
DRAWN BY: S. PAQUIN
REVIEWED BY: R. TESSELEY

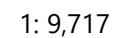
Revisions: By: Date:



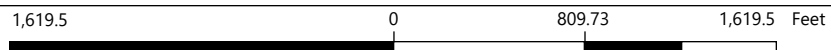
Notification Map



Parcels



Notes



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Greeley, Colorado
PLANNING COMMISSION PROCEEDINGS
August 27, 2024

[Greeley Planning Commission- August 27, 2024- YouTube](#)

1. Call to Order

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

2. Roll Call

The hearing clerk called the roll.

PRESENT

Vice Chair Erik Briscoe
Commissioner Louisa Andersen
Commissioner Jeff Carlson
Commissioner Brian Franzen
Commissioner Larry Modlin
Commissioner Christian Schulte

ABSENT

Chair Justin Yeater

3. Approval of Agenda

There were no changes to the agenda.

4. Approval of the August 13, 2024, Planning Commission Meeting Minutes

Commissioner Andersen moved to approve the minutes dated August 13, 2024. Commissioner Franzen seconded the motion.

Motion carried 6-0 (Chair Yeater Absent).

5. A public hearing to consider a request by Avant Civil Group to rezone 8.51 acres located north of 19th Street Road and east of 82nd Avenue from H-A (Holding Agriculture) to R-L (Residential Low Density) zone district (Case number ZON2024-0003, Mountain Vista Rezone).

Motion carried 6-0 (Chair Yeater, Absent).

Vice Chair Briscoe introduced the item as published on the expedited agenda. There were requests to see the presentation. Doug May (Planner III) began by introducing himself and the item. He shared the background on the request including that it was annexed in 1982, it is Tract 2 of the Mountain Vista Filing 3 Subdivision and the previous request to rezone the parcel for multi-family development was denied.

Mr. May provided the zoning and land uses surrounding the parcel including a majority of R-L (Residential Low-Density) and some C-L (Commercial-Low Density). He shared the proposed rezone

plat and the use for the proposal would only allow for single-family detached residential. He shared what the approval criteria for review of the request included. Proper notification has been made including 357 notice letters sent, signs posted on the property, web notification and that the mineral notice was completed. Community Development does recommend approval for the application. Mr. May concluded his presentation by offering to answer any questions.

Commissioner Franzen asked clarifying questions on what procedures would be required if the application was approved, Mr. May provided a response to include the details of what the next steps would be if the application was approved. Seeing no further questions from the Commission, Vice Chair Briscoe invited the applicant to speak if they wished.

Joel Hemostat of Journey Homes (7251 20th Street, Unit L-200, Greeley, CO) stated that they were grateful to be back in front of from the commission after being denied earlier in the year. They heard and understood the concerns of the neighborhood and commission and have revised the application to include what the community welcomed for the parcel and that he was happy to answer any questions of the Commission.

Vice Chair Briscoe opened the public hearing at 1:23 p.m.

Shelly Remley (1921 80th Ave, Greeley, CO) began by thanking the Commission for their time today, she is a homeowner in the Mountain Vista subdivision. She was very happy about the changes that were made in this application compared to the previous one and thanked the applicant for making the changes. She shared that the newly proposed zoning is much more suitable for the area. She shared she assumed they would become part of the HOA and subject to thier Architectural Design standards. She does have questions regarding if they will be open for any buyer, who the builder will be, if another drainage impact study would be done as well as shared that the community would like to see additional speed humps added to the area. She thanked the Commission for their time.

Seeing no further request for public comment, Vice Chair Briscoe closed the public hearing at 1:25 p.m. and turned the item back to the Commission for action.

Commissioner Schulte motioned, based on the application received and the preceding analysis, the Planning Commission finds that the proposed Planned Unit Development is in compliance with Section 24-204(b) of the Development Code and therefore recommends City Council approval. Commissioner Franzen seconded the motion.

Motion carried 6-0 (Chair Yeater, Absent).

6. Staff Report

Brian McBroom (Community Development Director) provided the staff report. He included the progress on the subarea plan for East Greeley, a reminder about the Colorado chapter of the APA (American Planning Association) conference coming to Loveland in October and an update on the 2025 budget process. Moving forward, he thanked Commissioners Modlin and Schulte for agreeing to serve new terms for the Commission and welcomed new staff, Corrina Gonzalez (Civil Engineer) and Maria Nava (Administrative Specialist) to the City.

7. Adjournment

With no further business before the Commission, Vice Briscoe adjourned the meeting at 1:33 PM.

Erik Briscoe, Vice Chair

Brian McBroom, Community Development Director

Doug May

From: MICHAEL REMLEY <remley2@comcast.net>
Sent: Wednesday, July 31, 2024 9:37 PM
To: Doug May
Subject: RE: Rezoning ZON2024-0003

Doug,
 Thank you so much for the information. You are always so helpful.
 Respectfully,
 Shelley

On 07/30/2024 8:21 AM MDT Doug May <doug.may@greeleygov.com> wrote:

Hi Shelley,

The current application is only for a rezone from H-A (Holding Agriculture) to R-L (Residential Low Density), which does not allow multi-family units. They were allowed to reuse some of the reports from the previous submittal since the reports show a greater demand than what will actually be built. There is currently no subdivision application submitted. If the rezoning to R-L is approved, they would then need to submit a subdivision application showing the layout and number of lots as well as detailed reports corresponding to the proposal.

Also, I attached the subdivision plat which you had requested. Apologies for the delay, I was out of the office and I've been catching up.

Let me know if you have additional questions.

Thank you,



Doug May, AICP

Planner III

Community Development |Planning

1100 10th Street

Greeley, CO 80631

970-350-9784 | doug.may@greeleygov.com

<http://greeleygov.com/>

From: MICHAEL REMLEY <remley2@comcast.net>

Sent: Monday, July 29, 2024 10:51 PM

To: Doug May <Doug.May@Greeleygov.com>

Subject: Rezoning ZON2024-0003

You don't often get email from remley2@comcast.net. [Learn why this is important](#)

Doug,

After reading through the eTrakit information, it is very confusion that all the maps with water and sewer lines is multifamily units from last application plan. Why do they not have a lay out of the lots with the water and sewer pipe layout? Also, will they have the required ESCP, SWMP, O&M manual, City of Greeley Land Grading Permit, and CDPS prior to presentation to Planning Commission? Thank you for your attention.

Respectfully,

Shelley Remley



Mountain Vista Rezone ZON2024-0003

Brian McBroom, Director of Community Development
Brian.McBroom@Greeleygov.com | 970-350-9786
City Council Meeting – October 1, 2024



Community Vitality

Agenda

- Request and Site Background
- Location
- Rezone Plat
- Considerations
- Purpose: Adopt the ordinance

Request & Site Background

Request:

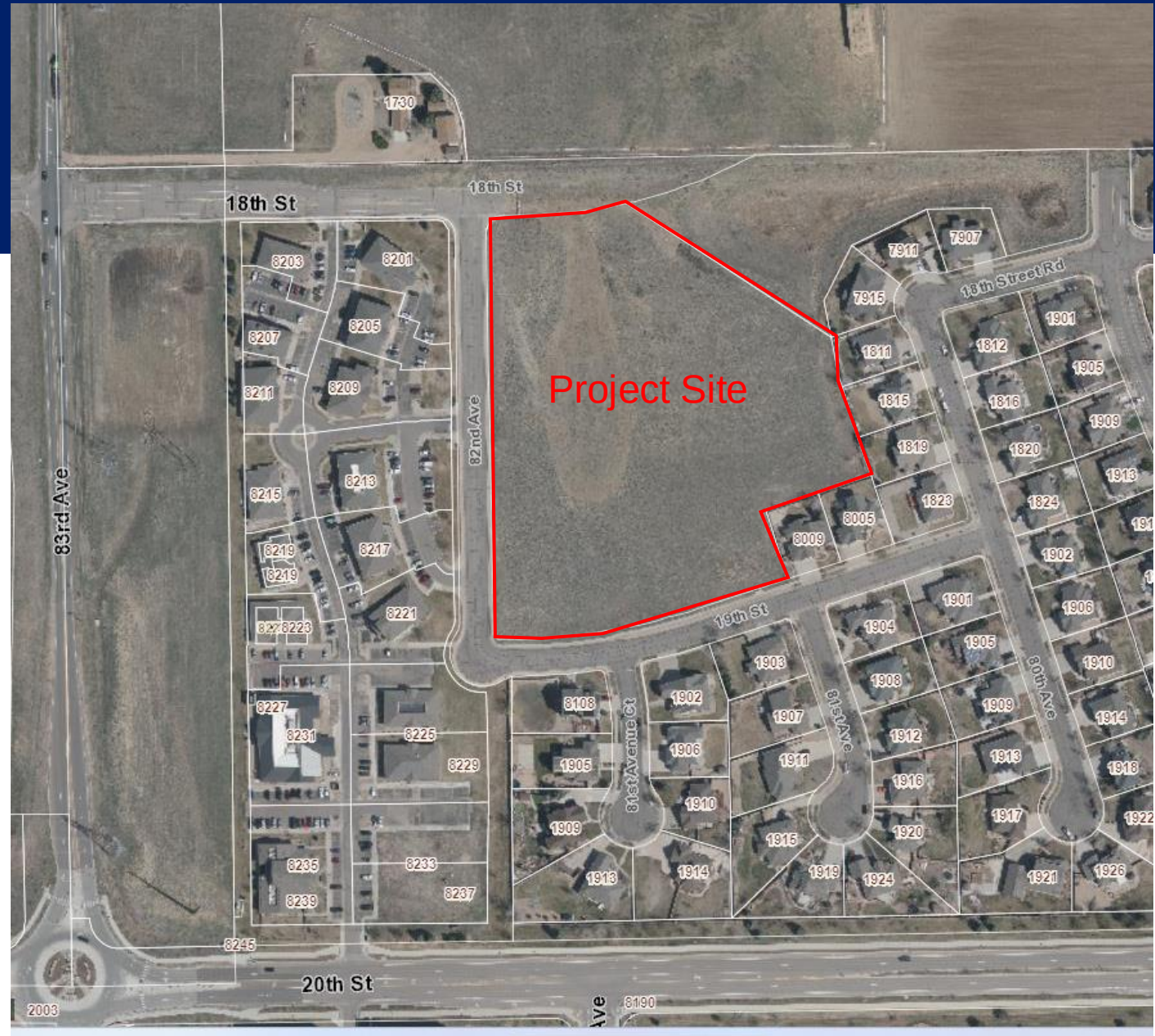
Rezone 8.51 acres from H-A (Holding Agriculture) to R-L (Residential Low Density)

Background:

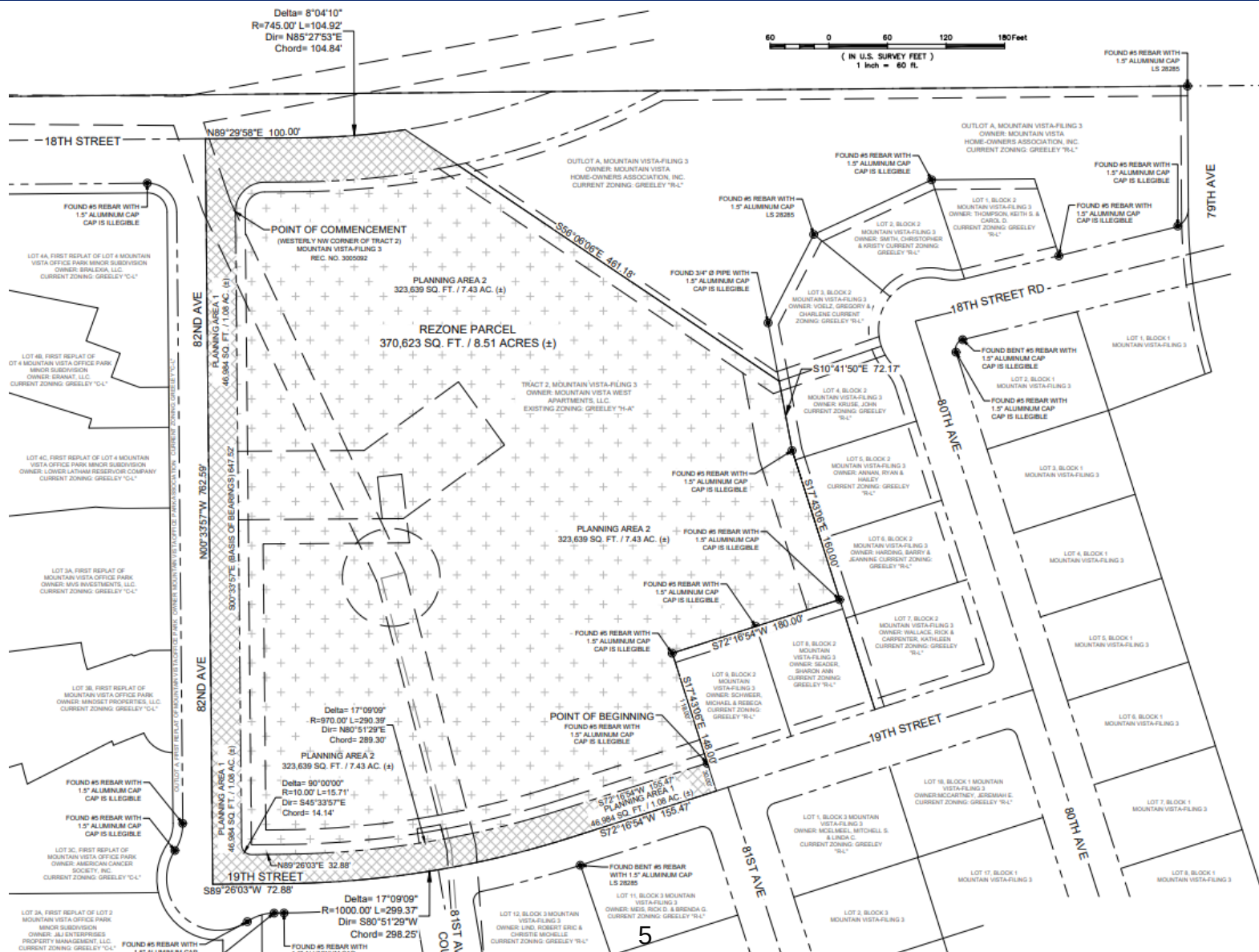
- Site annexed and zoned in 1982
- Tract 2 of the Mountain Vista Filing 3 Subdivision (2002)
- Previous proposal for multi-family denied

Location

- East of 82nd Ave, north of 19th Street
- Surrounding Zoning and Land Uses:
 - North: C-L (Commercial Low Intensity, R-L, Residential Low Density), Vacant land, stormwater detention
 - South: R-L (Residential Low Density), single-family residential
 - East: R-L (Residential Low Density), single-family residential
 - West: C-L (Commercial Low Intensity), professional office



Rezone Plat



Considerations

Approval Criteria

- Rezoning Criteria, 24-204(b) Nine Criteria Used to Evaluate Rezoning Applications
- The proposal is consistent with the criteria as outlined in your Summary

Notification

- 357 notice letters
- Signs posted on the property
- Web notice
- Mineral notice completed

Recommendation

- Community Development recommends approval

Questions





Council Agenda Summary

October 1, 2024

Key Staff Contact: Adam Prior, Chief Engineer

Title:

Public hearing and second reading of an ordinance to establish Local Improvement District No. 346590 for the Westgate Non-Potable Pump Station under Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code

Summary:

The city is nearing finalization of construction of the Westgate Area Irrigation Pump Station on South 71st Avenue that will serve the Westgate Subdivision and the surrounding development areas north of the Highway 34 Bypass. This new regional non-potable water irrigation pump station was constructed under the guidance of the non-potable master plan for the benefit of properties within the specific service area of the pump station. A Local Improvement District (LID) is a method to reimburse the city for area specific infrastructure and ensure that growth in this area has adequate public facilities. This Ordinance will establish the maximum fee per acre for each parcel yet to be developed within the LID to reimburse the City their proportional cost of the regional non-potable Westgate pump station.

The Westgate non-potable project LID was reviewed and recommended for approval by the Greeley Water & Sewer Board on February 21, 2024. An informational meeting was held on March 28, 2024, with landowners within the Westgate Local Improvement District to discuss the project, its costs, and to provide an opportunity to ask questions. Letters were mailed to the landowners in advance of the meeting. The meeting was held at the City Council Chambers with the option to attend virtually.

Background on Non-Potable Systems: The Westgate project and others were prioritized in the 2021 Non-Potable Water Master Plan because it offers cost efficiency, service reliability, climate resiliency and supports a clean, green and beautiful city. Building regional non-potable pump stations with development provides for the opportunity to achieve economies of scale in infrastructure, an investment that will provide cost effective irrigation water. A regional pump station is more cost effective to operate than several smaller pump stations, and city operations and maintenance will provide a high standard of service and reliability (compared to some neighboring communities where O&M is an obligation of the metro district or HOA).

The city utilizes irrigation ditches to convey non-potable water (raw water) to storage ponds and then pumps the water to both city and private customers for landscape irrigation. This existing network of ditches, canals, buried pipes and lateral infrastructure that has been conveying irrigation water for more than 125 years and is truly a blessing for our community and our water system. The city uses non-potable water for irrigation because it makes best use of very affordable lower Poudre River supplies that are not suitable quality for drinking and leverages the network of ditch infrastructure across the city that deliver raw water cost effectively. Furthermore, the use of lower quality raw water and non-potable infrastructure for irrigation allows the city to make the most efficient use of our water treatment facilities and pipeline capacities for drinking and commercial uses. For these reasons, the policy provides for a

discount on water Plant Investment Fees (PIFs) where non-potable water is used for irrigation, in some cases a 50% discount on PIFs for higher non-potable use. The property owners also benefit from reduced water usage fees that are 30% lower than potable drinking water.

The Westgate Non-Potable Water LID was previously scheduled for a second reading and public hearing before the Greeley City Council on July 16, 2024. On the date of the meeting, a landowner / developer and residential builder raised concerns about the application of the proposed LID to their properties being included in the District. The owners contended that their 2021 development agreement negotiations should have excluded them from the Westgate LID. Staff and the City Manager recommended the Ordinance be tabled pending review of the development agreement and additional communication with the subject property owners.

Staff subsequently reviewed the Water & Sewer Dept. records, Engineering and Design Review (EDR) records and Planning records, and did not find any agreements or documents that would have excluded or exempted the large lot properties at issue from participating in the LID to cover their proportional cost for the offsite non-potable irrigation water pump station and associated improvements for the Westgate non-potable service area. Staff had a virtual meeting and several phone conversations with the landowners to discuss the proposed LID, the non-potable irrigation policy in city code, and the plant investment fee (PIF) discounts that apply to developments that utilize non-potable water for outdoor irrigation. Staff requested that the owners provide any records showing they were exempt from the obligations to pay for the offsite infrastructure costs through the proposed LID or other method. No additional documentation was provided by the landowners that would qualify them for an exclusion from the LID or exempt them from the obligation to share the proportional cost of making the raw water supply available. Water & Sewer Dept. staff have conferred with the City Attorney's Office and Clerk to ensure that the appropriate process is followed to bring this item back to Council, and to provide the required notice to all landowners within the proposed LID. The proposed Ordinance approval process was started over with the Council agenda process on September 3, 2024 to ensure adequate transparency and notice to all property owners. The ordinance was introduced at the September 3, 2024 Council Meeting, and the public hearing was set by a majority vote from council for October 1, 2024.

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? \$1,381,152.61 to be recovered through improvement local improvement District (LID) payments
3. What is the annual impact? None
4. What fund of the City will provide Funding? 422- Water Construction
5. What is the source of revenue within the fund? Plant Investment Fees and LID reimbursement
6. Is there grant funding for this item? No
7. Additional Comments: The Local Improvement District will enable the City to recover the costs of the regional pump station from the undeveloped parcels that are benefiting from the non-potable infrastructure.

Legal Issues:

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

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

5. Council decision

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure and Mobility

Quality of Life

Decision Options:

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

Council's Recommended Action:

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

Attachments:

1. Ordinance No. 35, 2024 with Exhibit A
2. Item 23 - Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 35, 2024

**AN ORDINANCE ESTABLISHING LOCAL IMPROVEMENT DISTRICT NO. 346590
FOR THE CONSTRUCTION OF A NON-POTABLE IRRIGATION PUMP STATION IN GREELEY,
COLORADO; DETERMINATION OF LOTS AND LANDS TO BE INCLUDED WITHIN LOCAL
IMPROVEMENT DISTRICT 346590; SETTING FORTH THE MAXIMUM COSTS OF
CONSTRUCTION; AND SETTING FORTH THE PROPERTY TO BE INCLUDED AND NAMES OF
THE APPARENT OWNERS OF PROPERTY TO BE INCLUDED (WESTGATE NON-POTABLE
IRRIGATION PUMP STATION)**

WHEREAS, the City of Greeley, Colorado (“City”) is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX, and Section 7 of Article X of the Colorado Constitution to, *inter alia*, levy assessments against real property within the City for municipal purposes, including, without limitation, for local improvements; and

WHEREAS, the Charter for the City of Greeley, Colorado further empowers the City to establish local improvement districts, for the purpose of, *inter alia*, constructing local improvements and assessing the costs thereof upon the property especially benefitted by such improvements; and

WHEREAS, Title 18, Chapter 6 (Local Improvement Districts) of the Greeley Municipal Code sets forth the particular authority and procedures by which the City may establish such local improvement districts; and

WHEREAS, the City anticipates continued development in west Greeley, with new developments containing over two (2) acres of irrigable area being required to utilize non-potable water for irrigation purposes, and has accordingly identified a need for additional non-potable irrigation infrastructure in this general area; and

WHEREAS, the City has identified more specifically a near-term need for a non-potable irrigation pump station (“Westgate Non-Potable Irrigation Pump Station”) to serve the geographic area located generally south of 20th Street, north of Highway 34 Bypass, and west of 65th Avenue in southwest Greeley (“Westgate Non-Potable Irrigation Pump Station Service Area”); and

WHEREAS, the City Council desires, on its own initiative, to establish a local improvement district for the construction of the Westgate Non-Potable Irrigation Pump Station, for the benefit of properties that will be required utilize non-potable irrigation service within the Westgate Non-Potable Irrigation Pump Station Service Area in Greeley;

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

Section 1. Establishment of Local Improvement District 346590. Pursuant to the authority set forth in Section 18-379(d) of the Greeley Municipal Code, the City Council hereby orders the creation of a local improvement district for the construction of the Westgate Non-Potable Irrigation Pump Station, for the benefit of properties that will be required to utilize non-potable irrigation service within the Westgate Non-Potable Irrigation Pump Station Service Area in Greeley. The local improvement district shall be assigned number 346590 and contain the lots and lands set forth in Section 7 below. The location of the Westgate Non-Potable Irrigation Pump Station and the lots and lands to be included within Local Improvement District No. 346590 are shown on the map attached hereto as Exhibit A.

Section 2. Westgate Non-Potable Irrigation Pump Station Service Area. The City anticipates that the Westgate Non-Potable Irrigation Pump Station will serve 417.284 bulk acres. Of that total service area acreage, 173.903 acres have been identified by the City as conversion areas. A conversion area is defined in Section 5 of the City's Design Criteria as "a previously developed parcel that is currently irrigated by potable water but may consider switching to non-potable irrigation in the future." The remaining 243.381 bulk acres of that total service area acreage may be required by the Greeley Municipal Code to connect to the City's non-potable irrigation infrastructure.

Section 3. Estimation and Description of Maximum Costs. The total maximum cost of construction for the Westgate Irrigation Pump Station Infrastructure is estimated at this time to be \$2,600,522 (i.e., \$6,232.02 per bulk acre). This total estimated maximum cost includes expenses for which the City will be responsible, as described in Section 4 below.

Section 4. City Portion of Infrastructure Costs. Of the total estimated maximum cost set forth in Section 3, the City will bear at a minimum the construction costs attributable to the 173.903 bulk acres associated with conversion areas described in Section 2 above and to those properties within the Westgate Non-Potable Irrigation Pump Station Service Area that are owned by the City. The minimum cost to be borne by the City is estimated at this time to be \$1,083,766.88.

Section 5. Assessments against Local Improvement District 346590 Properties. The final determination of assessments to be made against the lots and lands included in Local Improvement District 346590 shall be established by an ordinance adopted after completion of the Westgate Non-Potable Irrigation Pump Station improvements described herein, and such assessments shall be based upon the costs of construction and a fair market rate of projected interest to be recommended by the Director of Finance and set forth in the assessment ordinance at the time it is adopted. Interest shall accrue on each assessment from the date of the City's final payment on construction costs until the assessment is paid in full. The portion of the total maximum cost of construction for the Westgate Non-Potable Irrigation Pump Station not borne by the City shall be allocated to the 243.381 bulk acres within the Westgate Non-Potable Irrigation Pump Station Service Area that may be required by the Greeley Municipal Code to connect to the City's non-potable irrigation infrastructure, as is shown on the map attached hereto as Exhibit A. Within such allocation, the costs and interest shall then be assessed proportionally in accordance with the bulk acreage of each parcel that connects to the City's non-potable irrigation system. Assessments shall be due from the property owner at the earlier of: (i) final plat approval, or (ii) a request from the property owner for connection to the City's non-potable irrigation system, and payable in accordance with the terms set forth in the assessment ordinance.

Section 6. Construction of the Westgate Non-Potable Irrigation Pump Station commenced prior to the passage of this ordinance. The City shall ensure construction is completed within a reasonable time after passage of this ordinance.

Section 7. Lots and Lands to be Included in Local Improvement District 346590; Owners. The lots and lands that shall be included within Local Improvement District 346590, the street addresses (if applicable) and legal descriptions of such lots and lands, and the current record owners of such lots and lands, according to the records of the Weld County Clerk and Recorder's Office, are as follows.

1. Owner(s): Samad D. and Susan K. Aghajani
Mailing Address of Owner(s): P.O. BOX 200375
EVANS, CO 80620
Address of LID Property: N/A
Weld County Parcel No.: 095918101002
Legal Description of LID Property: LOT 2 GREELEY STORAGE MINOR
2. Owner(s): Noble Energy, Inc.
Mailing Address of Owner(s): c/o K.E. Andrews
1900 DALROCK ROAD
ROWLETT, TX 750885526
Address of LID Property: N/A
Weld County Parcel No.: 095918110001
Legal Description of LID Property: Lot 1 FRANCIS MINOR SUB
3. Owner(s): City of Greeley
Mailing Address of Owner(s): c/o Real Estate Management
1000 10th STREET
GREELEY, CO 80631-3808
Address of LID Property: N/A
Weld County Parcel No.: 095918108004
Legal Description of LID Property: GR TAL OUTLOT I TALON
4. Owner(s): City of Greeley
Mailing Address of Owner(s): c/o Real Estate Management
1000 10th STREET
GREELEY, CO 80631-3808
Address of LID Property: N/A
Weld County Parcel No.: 095917208007
Legal Description of LID Property: OUTLOT H TALON
5. Owner(s): Creek View Commercial Holdings, LLC
Mailing Address of Owner(s): 7251 W 20TH STREET, UNIT L-200
GREELEY, CO 80634-4626
Address of LID Property: N/A
Weld County Parcel No.: 095917232002
Legal Description of LID Property: TRACT 1 OWL RIDGE 5TH FG
6. Owner(s): City of Greeley
Mailing Address of Owner(s): 1000 10 TH STREET
GREELEY, CO 80631-3808
Address of LID Property: N/A
Weld County Parcel No.: 095917000022
Legal Description of LID Property: GR 17597 SW4 17 5 66 (WEST RIDGE AREA ANNEX) LYING
N OF NEW STATE HWY #34 R/W EXC UPRR RES (25R2D)
7. Owner(s): Jim L. Ells
Mailing Address of Owner(s): 2435 71ST AVENUE

- Address of LID Property: GREELEY, CO 80634-9609
2435 71ST AVENUE
GREELEY, CO 80634
- Weld County Parcel No.: 095917000027
- Legal Description of LID Property: GR PT SE4 17-5-66 (BRIGGS & ELLS ANNEX) BEG S0D22'W 435.6' OF E4 COR SEC S0D22'W 330' N89D57'W 739.35' S46D39'W 145.25' N87D45'W 898.87' N88D30'W 912.82' N0D07'W 807.69' S89D57'E 1662.31' S0D22'W 435.6' S89D57'E 1000' TO BEG (.25R)
8. Owner(s): Jim L. Ells
Mailing Address of Owner(s): 2435 71ST AVENUE
GREELEY, CO 80634-9609
- Address of LID Property: 2423 71ST AVENUE
GREELEY, CO 80634
- Weld County Parcel No.: 095917000024
- Legal Description of LID Property: GR PT SE4 17-5-66 (BRIGGS & ELLS ANNEX) BEG AT E4 COR OF SEC W1000' S435.6' E1000' N435.6' EXC UPRR RES (.25R)
9. Owner(s): Green Keen Acres, LLC
Mailing Address of Owner(s): 254 ALABASTER WAY
JOHNSTOWN, CO 80534-9474
- Address of LID Property: N/A
- Weld County Parcel No.: 095916300025
- Legal Description of LID Property: GR PT SW4 16 5 66 (WEST RIDGE AREA ANNEX) BEG SW COR SEC N0D05W 2191.13 N89D53E 580.8' TO TPOB TH CONT N89D53E 449.55' N59D30E 109.92' S0D14E 18' S12D09E 680.21' S90DW 688.63' N0D05W 446.43' N89D54E 1.97' TH N0D05W 180' TO TPOB
10. Owner(s): Jay E. Goza Trust No. 1
Mailing Address of Owner(s): c/o Calven Goza
40373 SKYLARK DRIVE
FORT COLLINS, CO 80524-9029
- Address of LID Property: N/A
- Weld County Parcel No.: 095916306000
- Legal Description of LID Property: GR PA L1 & 8 BLK1 & L1-3 & 5-7 BLK2 (WEST RIDGE AREA ANNEX) PETERSON-ALEXANDER
11. Owner(s): Green Keen Acres, LLC
Mailing Address of Owner(s): 254 ALABASTER WAY
JOHNSTOWN, CO 80534-9474
- Address of LID Property: N/A
- Weld County Parcel No.: 095916300024
- Legal Description of LID Property: GR PT SW4 16-5-66 (WEST RIDGE AREA ANNEX) BEG NE COR L1 PETERSON 1ST FG N90DW 434.16' TO POB TH CONT N90DW 310' N0D05W 1022' N90DE 688.63' S12D09E 110.79' S02D07E 400.82' N90DW 415.17' S0DW 513.15' TO TPOB

12. Owner(s): Amezcua Family Trust
Mailing Address of Owner(s): 2272 DEEDS COURT
LOVELAND, CO 80538-4877
Address of LID Property: 6815 28TH STREET
GREELEY, CO 80634
Weld County Parcel No.: 095916300015
Legal Description of LID Property: GR 17590-D PT SW4 16-5-66 (WEST RIDGE AREA ANNEX)
BEG NE COR L1 PETRSON SUB 1ST FILING W434.16'
N513.15' E415.17' S02D07'E 513.50' TO BEG
13. Owner(s): Schroetlin Commercial Holdings, LLC
Mailing Address of Owner(s): 2224 GLEN HAVEN DRIVE
LOVELAND, CO 80538-4903
Address of LID Property: N/A
Weld County Parcel No.: 095916308012
Legal Description of LID Property: Lot 12A WESTRIDGE 5TH FG 2ND RPLT
14. Owner(s): Schroetlin Commercial Holdings, LLC
Mailing Address of Owner(s): 2224 GLEN HAVEN DRIVE
LOVELAND, CO 80538-4903
Address of LID Property: N/A
Weld County Parcel No.: 095916308003
Legal Description of LID Property: Lot 3A WESTRIDGE 5TH FG 2ND RPLT
15. Owner(s): Schroetlin Commercial Holdings, LLC
Mailing Address of Owner(s): 2224 GLEN HAVEN DRIVE
LOVELAND, CO 805384903
Address of LID Property: N/A
Weld County Parcel No.: 095916308001
Legal Description of LID Property: Lot 1A WESTRIDGE 5TH FG 2ND RPLT
16. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE
GREELEY, CO 80634-9782
Address of LID Property: N/A
Weld County Parcel No.: 095916308007
Legal Description of LID Property: Lot 7A WESTRIDGE 5TH FG 2ND RPLT
17. Owner(s): Schroetlin Commercial Holdings, LLC
Mailing Address of Owner(s): 2224 GLEN HAVEN DRIVE
LOVELAND, CO 80538-4903
Address of LID Property: N/A
Weld County Parcel No.: 095916308004
Legal Description of LID Property: Lot 4A WESTRIDGE 5TH FG 2ND RPLT
18. Owner(s): Golden Eye Investments, LLC
Mailing Address of Owner(s): 361 71ST AVENUE

	Address of LID Property:	GREELEY, CO 80634-9782
	Weld County Parcel No.:	N/A
	Legal Description of LID Property:	095916308005
		Lot 5A WESTRIDGE 5TH FG 2ND RPLT
19.	Owner(s):	Golden Eye Investments, LLC
	Mailing Address of Owner(s):	361 71ST AVENUE
		GREELEY, CO 80634-9782
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916308011
	Legal Description of LID Property:	Lot 11A WESTRIDGE 5TH FG 2ND RPLT
20.	Owner(s):	Golden Eye Investments, LLC
	Mailing Address of Owner(s):	361 71ST AVENUE
		GREELEY, CO 806349782
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916308010
	Legal Description of LID Property:	Lot 10A WESTRIDGE 5TH FG 2ND RPLT
21.	Owner(s):	Golden Eye Investments, LLC
	Mailing Address of Owner(s):	361 71ST AVENUE
		GREELEY, CO 806349782
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916308009
	Legal Description of LID Property:	Lot 9A WESTRIDGE 5TH FG 2ND RPLT
22.	Owner(s):	Linda C. and Stephen R. Zumbrun
	Mailing Address of Owner(s):	2655 65TH AVENUE
		GREELEY, CO 80634-8904
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916303010
	Legal Description of LID Property:	GR 5WR1-4 L4 (WEST RIDGE AREA ANNEX) REPLAT OF BLK1 WESTRIDGE 5TH FILING
23.	Owner(s):	Linda C. and Stephen R. Zumbrun
	Mailing Address of Owner(s):	2655 65TH AVENUE
		GREELEY, CO 80634-8904
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916303009
	Legal Description of LID Property:	GR 5WR1-3 L3 (WEST RIDGE AREA ANNEX) REPLAT OF BLK1 WESTRIDGE 5TH FILING
24.	Owner(s):	Linda C. and Stephen R. Zumbrun
	Mailing Address of Owner(s):	2655 65TH AVENUE
		GREELEY, CO 80634-8904
	Address of LID Property:	N/A
	Weld County Parcel No.:	095916303013
	Legal Description of LID Property:	GR 5WR1-2 L2 (WEST RIDGE AREA ANNEX) REPLAT OF BLK1 WESTRIDGE 5TH FILING

25. Owner(s): Linda C. and Stephen R. Zumbrun
Mailing Address of Owner(s): 2655 65TH AVENUE
GREELEY, CO 80634-8904
Address of LID Property: N/A
Weld County Parcel No.: 095916303012
Legal Description of LID Property: GR 5WR1-1 L1 (WEST RIDGE AREA ANNEX) REPLAT OF
BLK1 WESTRIDGE 5TH FILING
26. Owner(s): Angela and Jukka Koponen
Mailing Address of Owner(s): 205 CARROLL STREET
CENTER, TX 75935-3503
Address of LID Property: N/A
Weld County Parcel No.: 095916300011
Legal Description of LID Property: GR 17589-D PT SW4 16 5 66 (WEST RIDGE AREA ANNEX)
ELY 200' OF FOL DESC PARCEL BEG 191.79' W OF S4
COR W489.17' N41D41'E 89.46' N464.21'E 386.87' S0D08'E
30.54' N41D44'E 57.90' S0D25'E 543.63' M/L TO BEG

Section 8. Properties within the boundaries of Local Improvement District No. 346590 remain subject to all requirements of the Greeley Municipal Code regarding City non-potable water service and irrigation, including, without limitation, the requirement to construct additional distribution main line extensions, if necessary, to facilitate connection to the Westgate Non-Potable Irrigation Pump Station.

Section 9. This ordinance shall take effect on the fifth (5th) day following its final publication, as set forth in Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 1ST DAY OF OCTOBER 2024.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

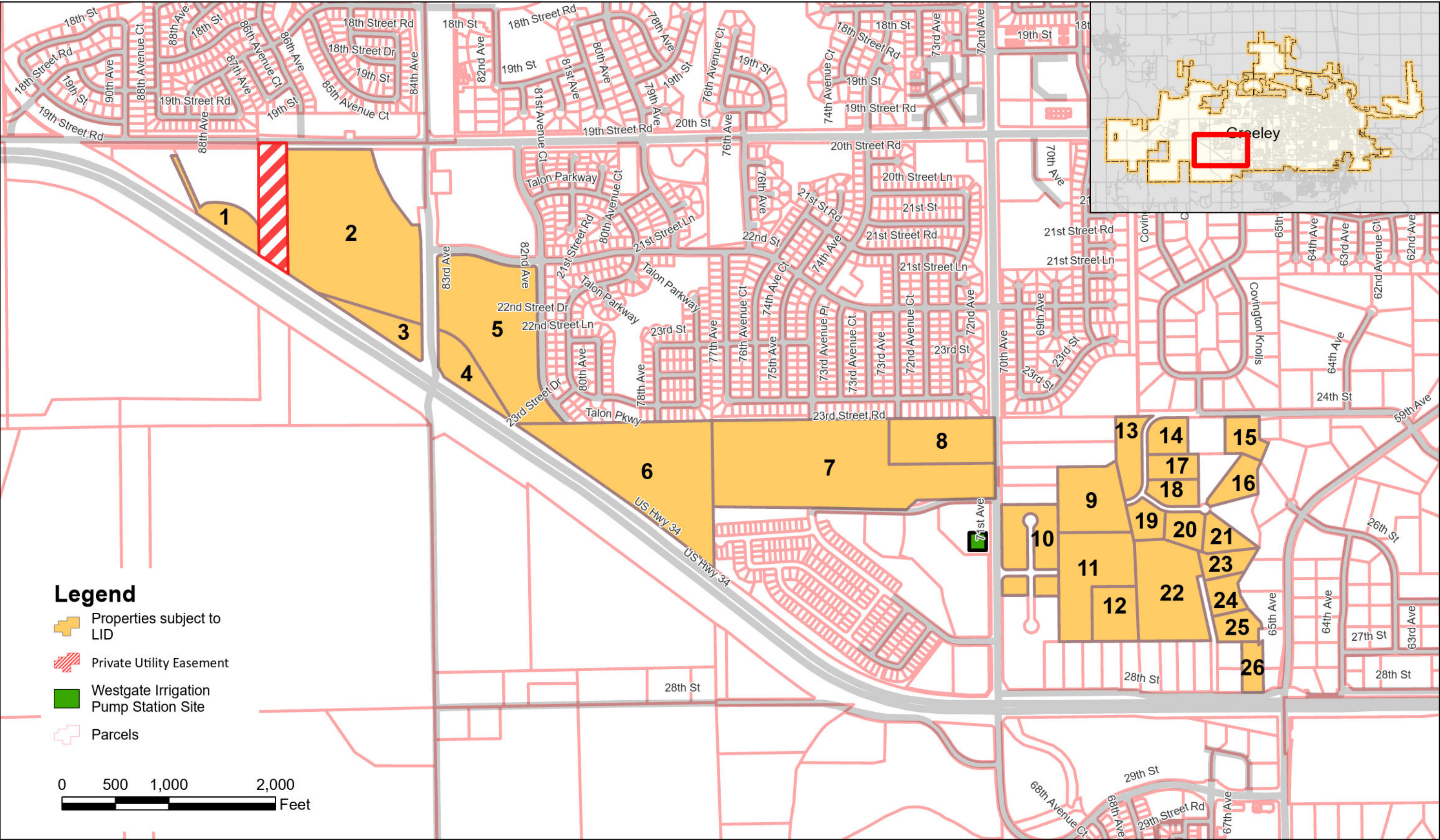


Exhibit - Local Improvement District No. 346590 - Westgate

Coordinate System: NAD 1983 HARN StatePlane Colorado North FIPS 0501 Feet
Units: Foot US

Date: 8/13/2024
WestgateLS_LID_08132024.aprx



Westgate Area Non-Potable Local Improvement District

Adam Prior, Water & Sewer Chief Engineer
Adam.Prior@Greeleygov.com | 970-573-0218
City Council Meeting – October 1, 2024

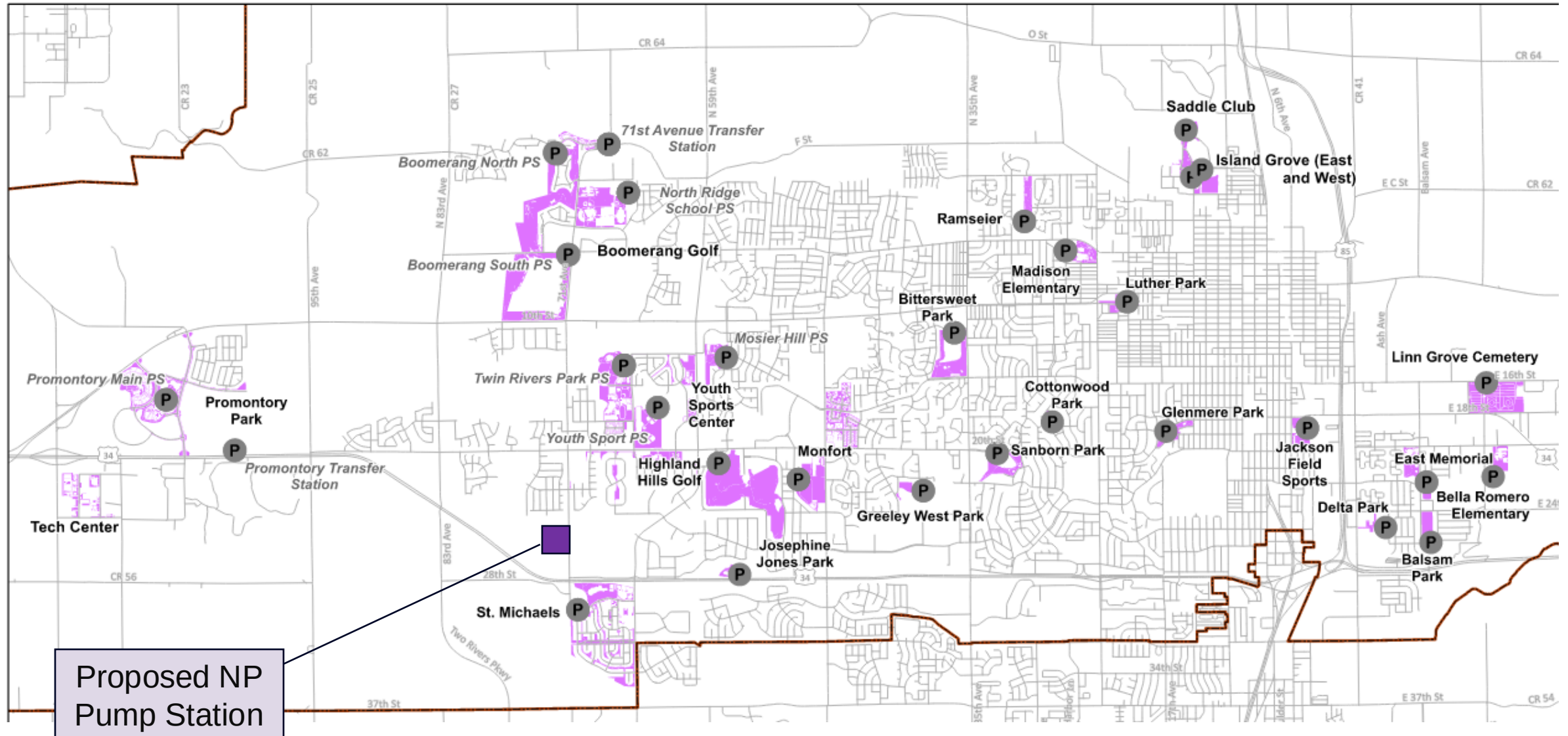


Infrastructure & Mobility

Agenda

- History of Non-Potable System & Master Plans
- Project Description & Maps
- Local Improvement District
- Westgate Local Improvement District & Costs
- Purpose: Adopt the Ordinance establishing Local Improvement District #346590 for the Westgate Non-Potable Irrigation Pump Station

Existing Non-Potable Systems



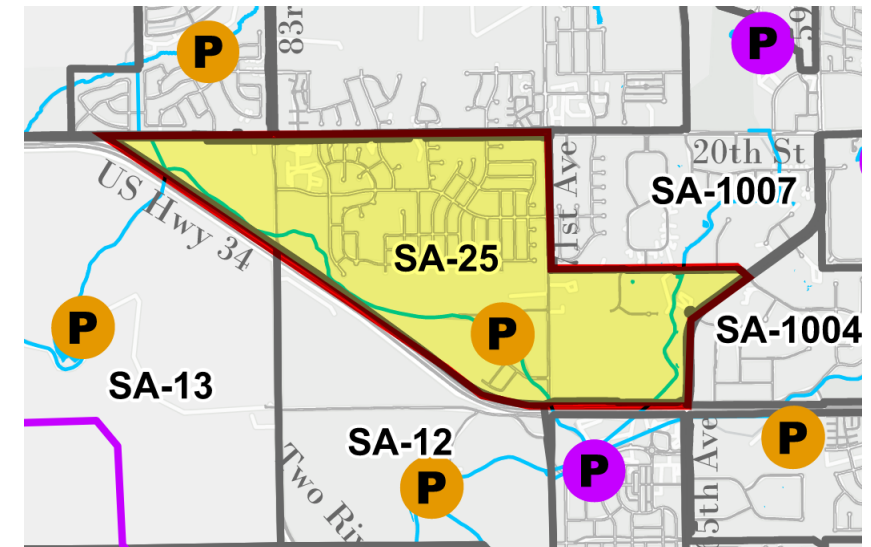
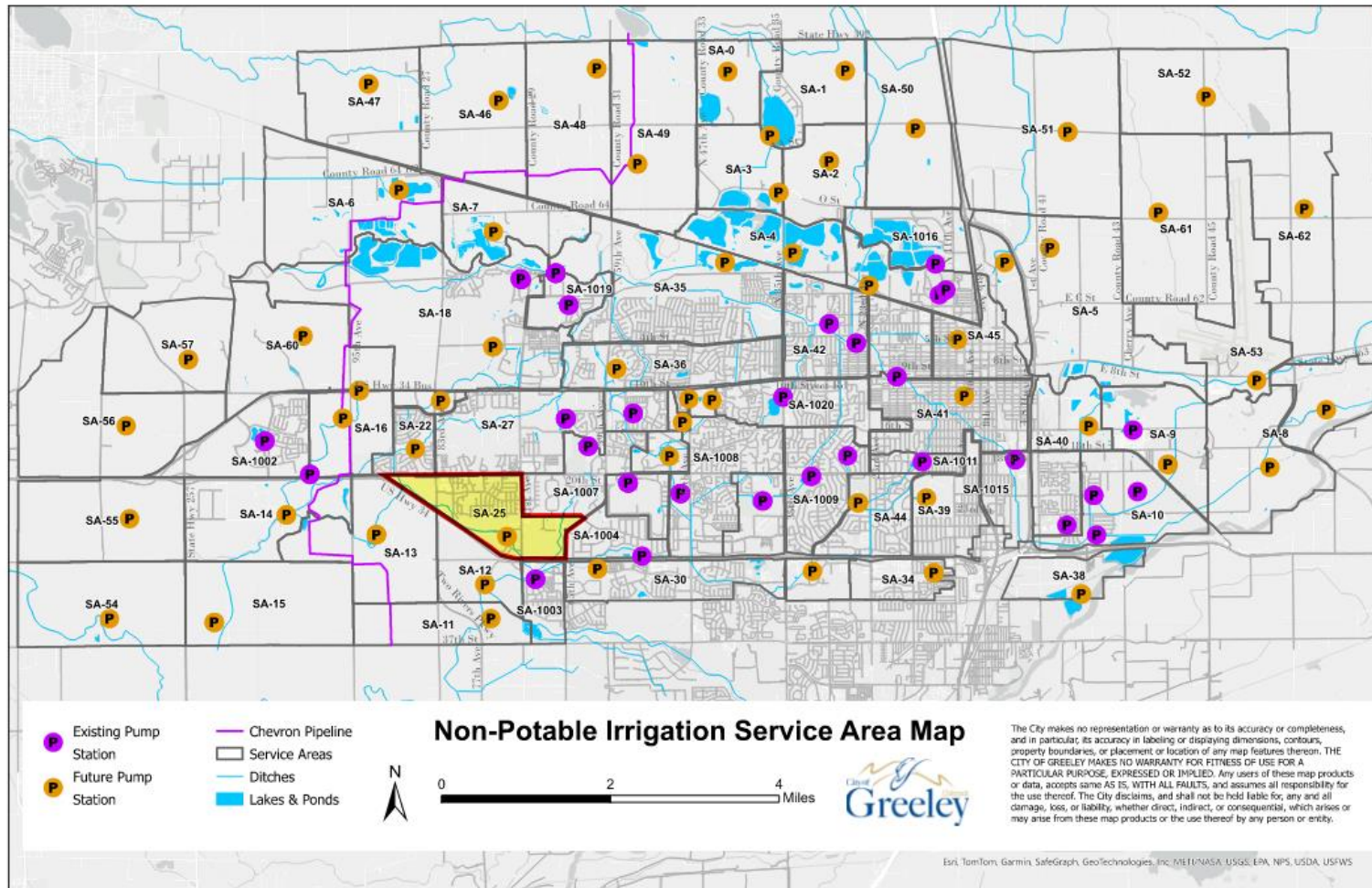
Non-Potable Irrigation Code

- **Adopted January 18, 2022**
- **Non-Potable (NP) Irrigation Required for:**
 - Residential detached estate lots with area of 13,000 square feet or more
 - All nonresidential lots and residential lots with more than four units if irrigated common space totals two or more acres
- **Reduced Potable Plant Investment Fees (PIF) - Up to 50%**

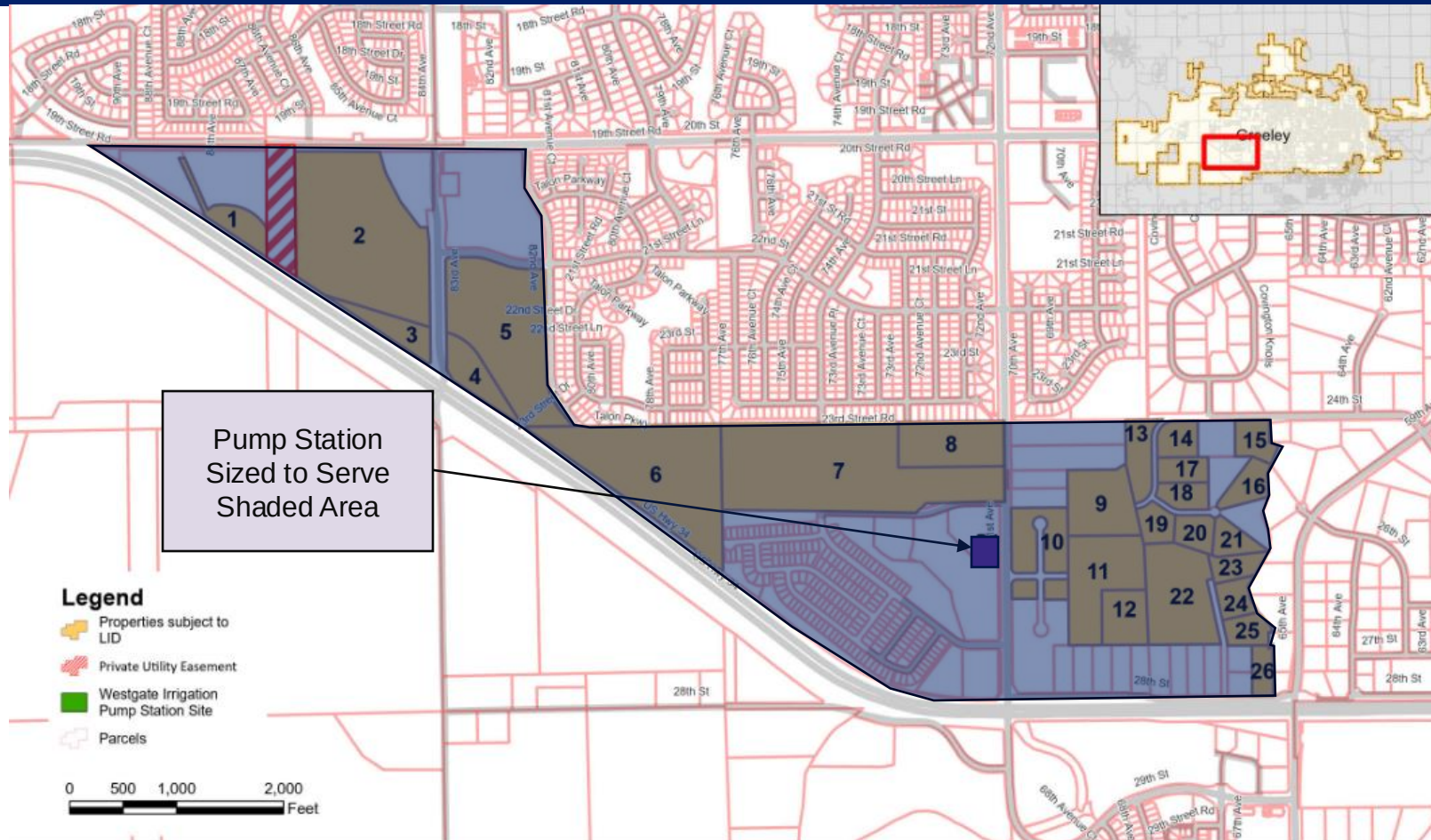
Source: Greeley Municipal Code, Chapter 3

WATER SERVICE, Sec. 20-252

Master Plan - Non-Potable Irrigation Service Areas



Pump Station Service Area



Local Improvement District

Local Improvement Districts (LIDs) are an infrastructure financing tool for making improvements of a special nature

- Applied to a specific limited area of the city that needs specific infrastructure
- Applied for the benefit of properties within the specific area
- Improvement districts can be used for the construction, extension maintenance or reconstruction of water, sewer, or stormwater infrastructure

Source: Greeley Municipal Code, Chapter 6

LOCAL IMPROVEMENT DISTRICTS, Sec. 18-379

Benefits of LID to Community

- City maintains the pump station, storage pond, and main lines to serve private properties
- Lower cost for construction compared many different private systems
- Regionalization lowers capital, operation, and maintenance costs
- Other developments do not have to dedicate land for pond and pump station
- Lower cost to irrigate vs potable water (30% less)

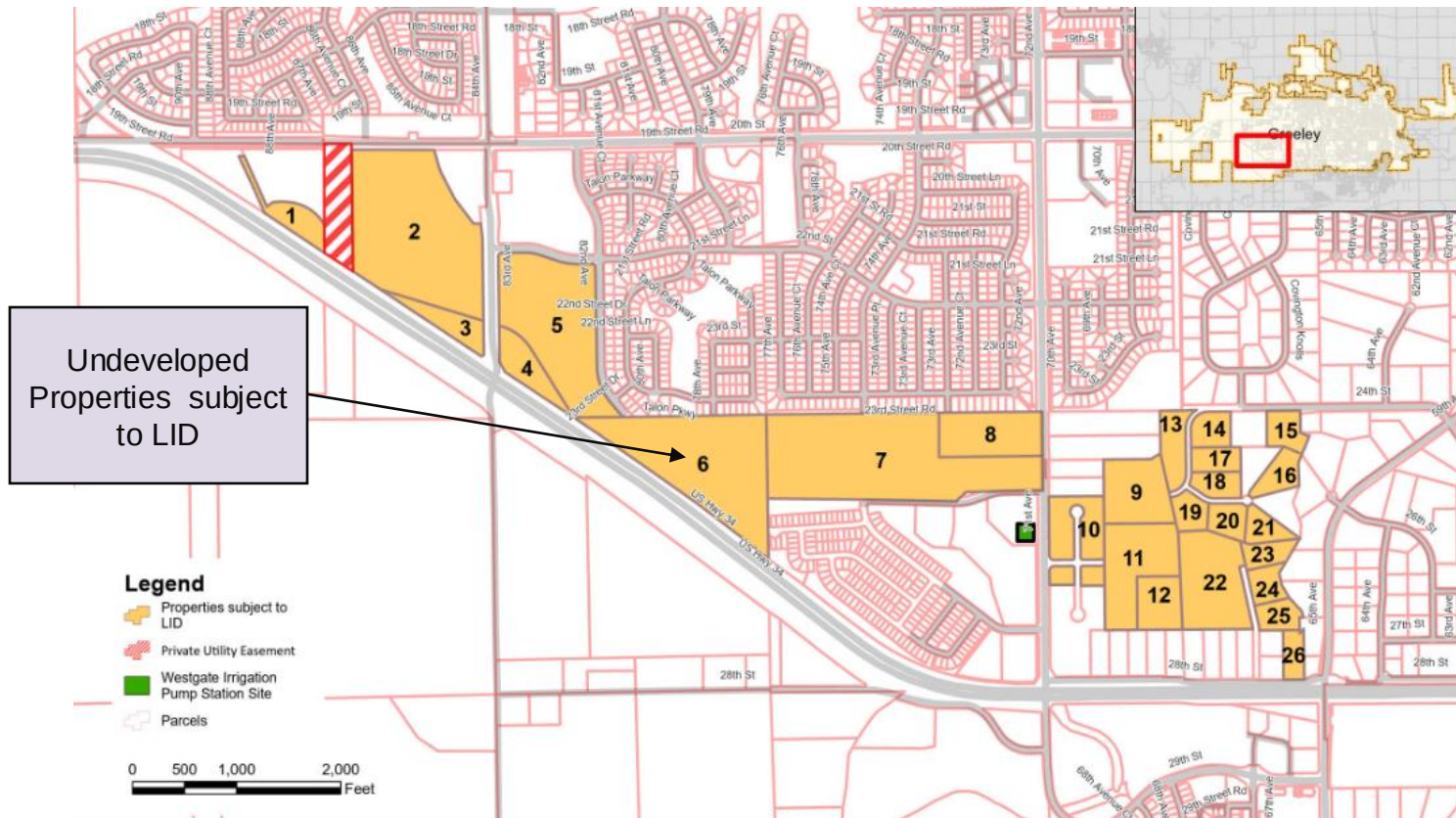


Benefits of LID to Community

- No irrigation tap fees
- Lower potable water tap fee based on amount of non-potable used (Up to 50%)
- Allows use of cheaper and untreatable water sources - \$8K vs \$60K/Acre Foot
- Frees up potable sources for use during droughts
- Allows for a Greener Greeley Community



Westgate Undeveloped LID Parcels

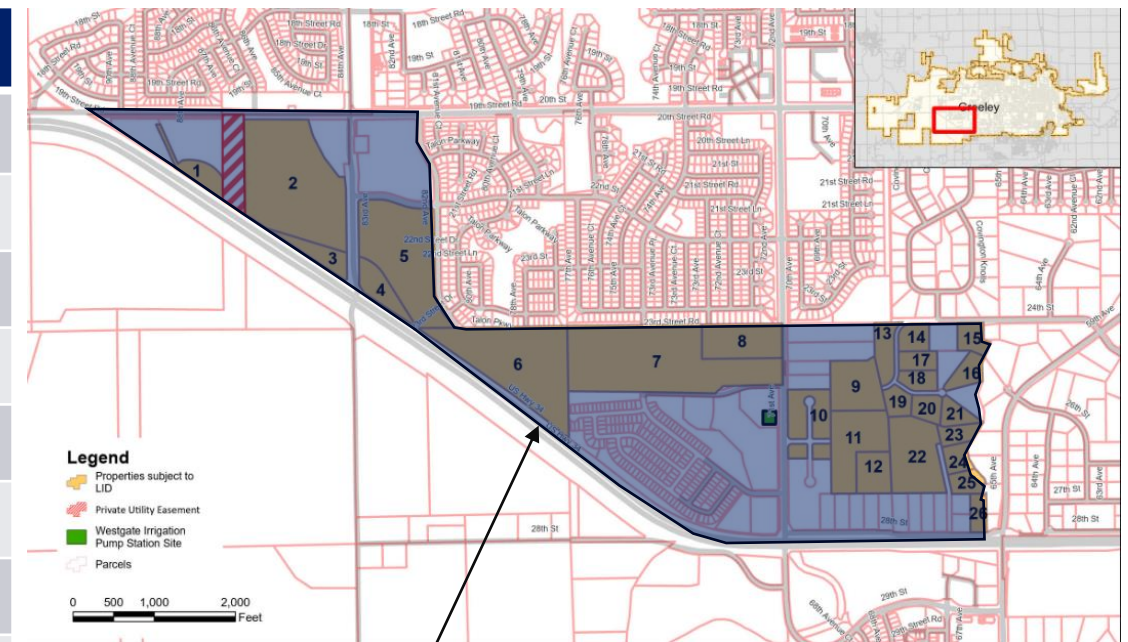


Westgate Service Areas:

- Undeveloped LID Parcels – 221.622 ac
- Developed Parcels (W&S) – 195.662 ac

LID Cost Methodology/Calculation

Total Construction Cost	\$2,600,522.00
Total Service Area Size	417.284 acres
Calculated Cost per Acre	\$6,232.02/acre
Developed Area Size	195.662 acres
Developed Area Portion	\$1,219,369.39 (City Cost)
Undeveloped Area Size	221.622 acres (LID)
Undeveloped Area Portion	\$1,381,152.61 (LID Cost)



Shaded/Service Area =
417.284 acres

LID Summary

- Only undeveloped properties included in LID
- Cost based on size of property being developed (bulk acreage)
- One-time fee to connect to system
- Payment due at final plat approval or at landowner's request for connection to system

Local Improvement District

LID Development Process

- Water & Sewer Board Recommendation – Completed on February 21, 2024
- Landowner Meeting – Completed on March 28, 2024

Funding Alternatives Evaluated

- Do Nothing
 - Cannot add NP water systems for existing and new developments
 - Each development must build individual NP systems for increased costs
- Increase PIF for All Development
 - \$1.3M represents about one third of the collected PIF revenue from 2023
 - Potential for increasing PIF by 32% for all developments
- Increase Water Rates for All Users: Additional \$91,000 per year in debt service paid for by all water rate payers
- Establish the Westgate Local Improvement District (Recommended): Allows costs allocated to users of Regional NP pump station

Recommended Action

- Westgate Non-Potable Irrigation Pump Station was recommended for approval by Water & Sewer Board and Department staff
- Recommend approval of the ordinance establishing Local Improvement District #346590 for the Westgate Non-Potable Irrigation Pump Station

Questions





Council Agenda Summary

October 1, 2024

Key Staff Contact: Blair Snow, Assistant to the City Manager

Title:

West Greeley Project Update

Summary:

This presentation will provide the City Council with an update on the progress of the West Greeley Project, a significant mixed-use, transit-oriented development in collaboration with The Water Valley Company. The project aims to bring economic growth and enhance Greeley's community by creating new opportunities for local businesses and residents. The update will cover key developments since the approval of the non-binding Memorandum of Understanding (MOU) in July, which initiated a feasibility study, economic impact analysis, and entitlements process for the project.

Fiscal Impact:

Informational Only

Legal Issues:

Informational Only

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality
Infrastructure and Mobility
Quality of Life

Decision Options:

Informational

Council's Recommended Action:

Informational

Attachments:

1. Item 24 - Presentation

Westside Project Update

Tuesday, October 1

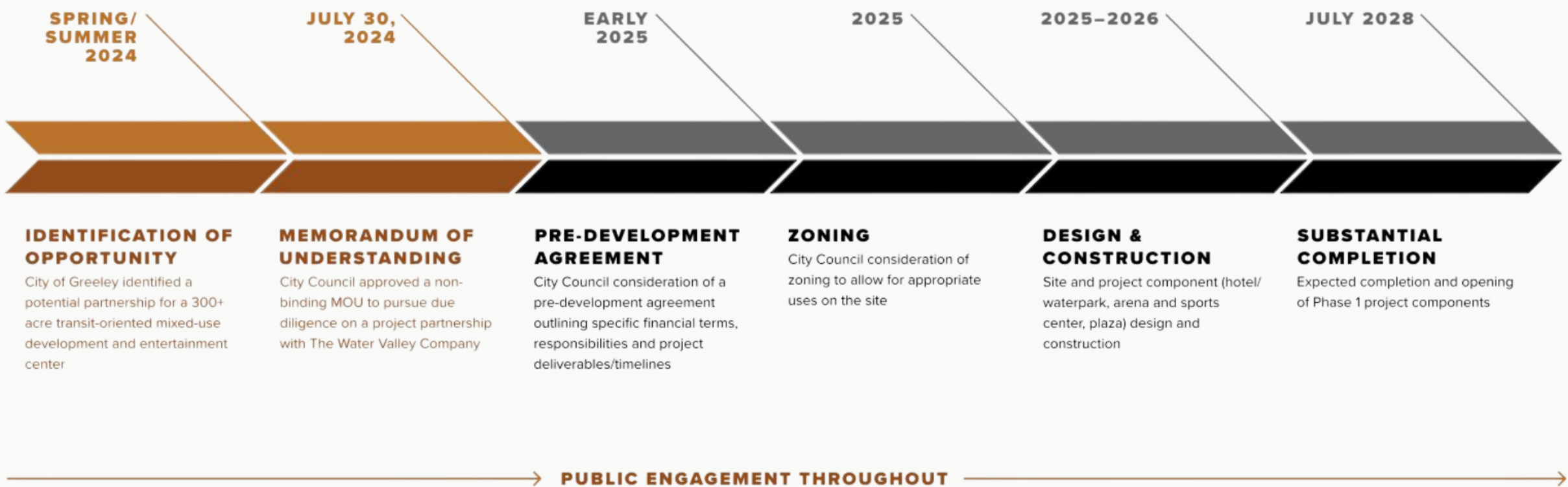


Project Overview

-
- Communications & Engagement
 - Economic Benefit
 - Feasibility Study
 - Entitlements
 - Formal Submittal



Project Overview



Project Overview

WEST SIDE PROJECT FOCUS TEAMS

- Executive Steering Committee
- Finance
- Legal / Procurement / Entitlement / Permitting
- Team Development
- Marketing/ Communications/ Public Engagement
- Arena & Sports Center Programming / Design / Construction
- Hotel, Waterpark & Event Center Programming / Design / Construction



Project Overview

WEST SIDE PROJECT FOCUS TEAMS

- Development Site Infrastructure Programming / Design / Construction
- Transportation Hub Programming / Design / Construction
- City Site Infrastructure Programming / Design / Construction
- Plaza & Parking Programming / Design / Construction
- Master Development / Entertainment Center Branding



Importance of Community Engagement & Communications

- Greeley is fortunate to have a committed community who has a sense of shared ownership and pride in Greeley's identity and growth.
- That's why our approach to community engagement, transparency, and open communication is central to rolling out the Greeley Westside Project.

Communications Approach

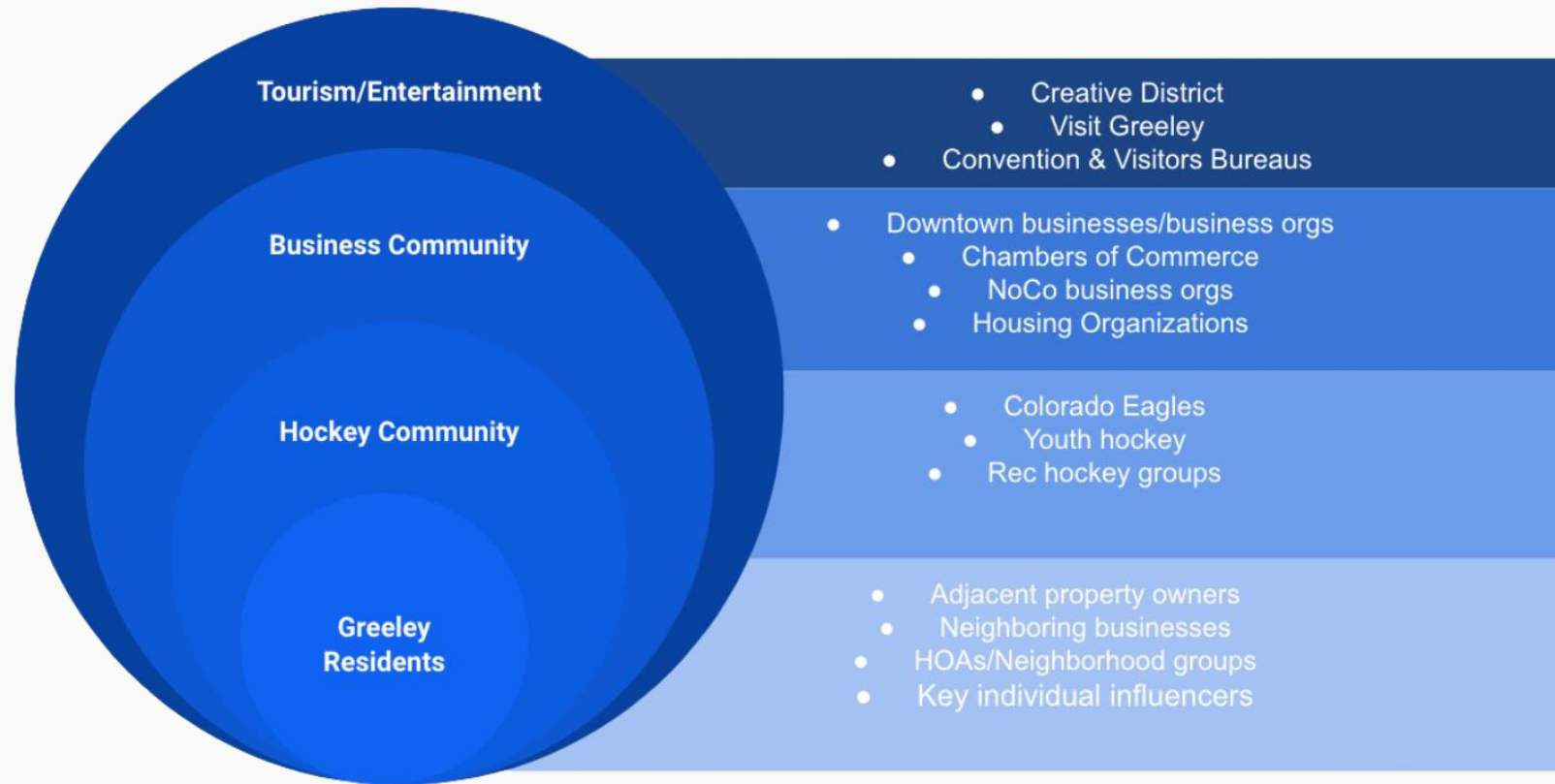
- **Public-Private Partnership:** Maintain a centralized, consistent communication between the public-private partnership.
- **Community Engagement:** The voices of Greeley residents will be central to this process. Meeting the community where they're at will provide multiple opportunities for participation and feedback as the project moves forward through targeted meetings, presentations to stakeholder groups, one-on-one meetings/coffees with key leaders, surveys, website and social media engagement, site visits and open houses.



Building Coalitions Through Community Engagement

- Community Investment: Build trust through sincere engagement and inclusive planning
- Partnerships: Collaborate with City of Greeley on communication opportunities
- Targeted Outreach: Start with impacted groups, expand regionally
- Responsive Planning: Reflect community feedback in decision
- Ambassadors: Develop coalition partners and speaker's bureau
- Ongoing Efforts: Align outreach with key project milestones

Communications Approach



Next Steps

- Community Meeting including adjacent neighbors with focus on zoning - October/November
- Launch website - November
- Initial briefings with key influencers - Late 2024/early 2025
- Coalition Development - Ongoing



— Q&A



— Thank You



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

September 29 – October 26, 2024

Tuesday, October 1, 2024

- City Council Meeting 6 p.m. (1001 11th Ave Greeley CO 80631) City of Greeley Council Chambers

Wednesday, October 2, 2024

- Economic Development & Local Policy Forum- Presented by the NOCO Real Estate Advisory Council 11:30 a.m. United Power, Prairie Room at 9586 E I-25 Frontage Rd, Longmont, CO 80504

Thursday, October 3, 2024

- Regional Leadership Initiative 2024 Planning 7:30 a.m. Rialto Theater (228 E 4th St, Loveland, CO 80537)
- D6 Business Partner Appreciation Breakfast 7:30 a.m. Aims Community College (5401 W 20th St, Greeley, CO 80634); Welcome Center
- Island Grove Advisory Board 3:30 p.m. 600 N. 14th Ave Greeley, CO 80631
- North Front Range MPO Meeting 224 First Street Eaton, CO 80521

Thursday, October 4, 2024

- Sunrise Neighborhood Resource Fair 5 p.m. Millennium Event Center (815 10th St, Greeley, CO 80631)

Tuesday, October 8, 2024

- City Council Work Session Meeting 6 p.m. (1001 11th Ave Greeley CO 80631) City of Greeley Council Chambers
-

Tuesday, October 15, 2024

- Hold NOCO Disposal Breaking Ground Ceremony 9 a.m. Location TBD

- UNC State of the University 11:30 a.m. Rocky Mountain Grand Ballroom University Center (2101 10th Ave Greeley CO 80639)
- City Council Meeting 6 p.m. (1001 11th Ave Greeley CO 80631) City of Greeley Council Chambers

Wednesday, October 16, 2024

- Water & Sewer Board 2 p.m. (1001 11th Ave Greeley CO 80631) City of Greeley Council Chambers

Thursday, October 17, 2024

- Downtown Development Authority 7:30 a.m. 802 9th St #100, Greeley, CO 80631
- NoCo Quarterly Consultation on Refugees 9:30 a.m. Microsoft Teams
- Airport Authority 3:30 p.m. Greeley-Weld Airport, 600 Airport Road

Tuesday, October 22, 2024

- City Council Work Session Meeting 6 p.m. (1001 11th Ave Greeley CO 80631) City of Greeley Council Chambers

Thursday, October 24, 2024

- 2024 Spread the Good Luncheon 11:30 a.m. Aims Community College (4901 W 20th St, Greeley, CO 80634) Ballroom

Friday, October 25, 2024

- High Plains Library District Board Trustees' Interview 1 p.m. LINC Library Innovation Center (501 8th Ave, Greeley, CO 80631)

City Council Meeting Scheduling 2024			
	9/24/2024		
	This schedule is subject to change		
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
October 01, 2024 Council Meeting	Minutes - September 3 CC; August 27 WS	Doug May/Don Threewitt	Consent
	Motion - Approve the 2025 Council Meeting and Work Session Schedule	Heidi Leatherwood	Consent
	Resolution - Change Order - 35th Ave & 20th Street Repair	Aaron Stines/Paul Trombino	Consent
	Resolution - Change Order #2 - WEX - 2024 Fuel Purchases	Wendy Bethel/Paul Trombino	Consent
	Resolution - L&T Annexation	Doug May/Don Threewitt	Consent
	Resolution - Apply Local Planning Staffing DOLA	Don Threewitt	Consent
	Resolution - JAG MOU	Adam Turk	Consent
	Intro & 1st Rdg Ord - Second Appropriation	Caleb Weitz	Consent
	Intro & 1st Rdg Ord - Pay Plan	Martha Lanaghen	Consent
	Intro & 1st Rdg Ord - Code Procurement Revisions	Caleb Weitz	Consent
	PH Intro & 1st Rdg Ord - 2025 Budget	Caleb Weitz	Regular
	PH & Resolution - Union Colony Metropolitan District Service Plan	Jeff Woeber/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Mountain Vista Rezone	Doug May/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Westgate LID	Sean Chambers	Regular
	West Greeley Community Engagement Plan	Blair Snow	Regular (Informational)
October 08, 2024 Council Work Session	PD Organizational Assessment Results	Adam Turk	WS
	Mobility Development Plan Update	Will Jones/Paul Trombino	WS
	Council Policies and Protocol - Rules of Decorum Discussion	Heidi Leatherwood	WS
	Executive Session - West Greeley	Blair Snow	ES
October 15, 2024 Council Meeting	Minutes - September 10 WS; September 17 CC	Heidi Leatherwood	Consent
	Fall UNC Update	President Feinstein/Mayor	Intro
	Resolution- Gray and Black Market Marijuana Enforcement Grant Program (GBMJ)	Adam Turk	Consent
	Resolution - Peace Officers Behavioral Health Support and Communtiy Partnerships Grant Program	Adam Turk	Consent
	Resolution - 2025 Tax Levy Certification	Caleb Weitz	Consent
	Intro & 1st Rdg Ord - Code amendment to retention period -Administrative Hearing Officer Records	Tasha Reynolds/ Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Amending Title 8, Chapter 11 of GMC to refuse haulers	Will Jones/Paul Trombino	Consent
	Intro & 1st Rdg Ord - Historic Designation	Betsy Kellums/ Brian McBroom	Consent
	(Ord or Resolution) - CDBG Home 5 Year Consolidated Plan	Deb Callies	Consent
	PH & 2nd Rdg Ord - 2024 Second Appropriation	Caleb Weitz	Regular
	PH & 2nd Rdg Ord - 2025 Budget	Caleb Weitz	Regular
	PH & 2nd Rdg Ord - 2025 Pay Plan	Martha Lanaghen	Regular
	PH & 2nd Rdg Ord - Code Procurement Revisions	Caleb Weitz	Regular
	PH & Resolution - Poudre Heights Special Improvement District Amendment	Jeff Woeber/Don Threewitt	Regular
	PH & Resolution - Cache Special Improvement District Amendment	Jeff Woeber/Don Threewitt	Regular

City Council Meeting Scheduling 2024			
	9/24/2024		
	This schedule is subject to change		
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
	Boards & Commissions Appointments	Heidi Leatherwood	Regular
October 22, 2024 Council Work Session	CPRD Master Plan Update	Diana Frick	WS
	Open Space Update and Naming	Diana Frick	WS
	Amendments to Landscaping Codes Artificial Turf	Don Threewitt/Brian McBroom	WS
	Downtown Zoning Phase 1	Don Threewitt/Brian McBroom	WS
	Strategic Plan Update	Kelli Johnson	WS
November 05, 2024 Council Meeting	Cancelled due to Election Day		
November 12, 2024 Council Work Session	B&C 2024 Triennial Review	Heidi Leatherwood	WS
	Office of Emergency Management Update and Review on Upcoming Priorities	Peter Perez	WS
	Council Compensation Review	Martha Lanaghen	WS
	Water Valley Presentation	Blair Snow	WS
November 19, 2024 Council Meeting	Proclamation - Alzheimer's Awareness Month	Mayor	Intro
	Minutes - Oct 1 & 15 CC; Oct 8 & 22 WS	Heidi Leatherwood	Consent
	Resolution - Ratifying the appointment nominees for the Board of Trustees HPLD	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Reauthorizing Boards for B&C	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - L&T Annexation	Doug May/Brian McBroom	Consent
	Intro & 1st Rdg Ord - L&T Zoning	Doug May/Brian McBroom	Consent
	Intro & 1st Rdg Ord - Amendments to Landscape Code - Artificial Turf	Don Threewitt/Brian McBroom	Consent
	Sprypoint CIS - Utility Billing Software Project Overview	Sean Chambers	Regular (Informational)
	PH & 2nd Rdg Ord - Code amendment to change the retention period for Administrative Hearing Records	Tasha Reynolds/ Heidi Leatherwood	Regular
	PH & 2nd Rdg Ord - Amending Title 8, Chapter 11 of GMC to refuse haulers	Will Jones/Paul Trombino	Regular
	PH & 2nd Rdg Ord - Historic Designation	Betsy Kellums/ Brian McBroom	Regular
	Boards & Commissions Appointments	Heidi Leatherwood	Regular
November 26, 2024 Council Work Session	Cancelled due to Thanksgiving Holiday		
December 03, 2024 Council Meeting	Resolution - Approving DDA Budget	Caleb Weitz	Consent
	Resolution - DDA Mil Levy		
	Resolution - Council Policies and Protocol	Heidi Leatherwood	Consent
	PH & 2nd Rdg Ord - Reauthorizing Boards for B&C	Heidi Leatherwood/Jennifer Middleton	Regular
	PH & 2nd Rdg Ord - L&T Annexation	Doug May/Brian McBroom	Regular
	PH & 2nd Rdg Ord - L&T Zoning	Doug May/Brian McBroom	Regular
	PH & 2nd Rdg Ord - Amendments to Landscape Code - Artificial Turf	Don Threewitt/Brian McBroom	Regular

City Council Meeting Scheduling 2024			
	9/24/2024		
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Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
December 10, 2024 Council Work Session	Xcel Energy Update	Will Jones/Paul Trombino	WS
	Safe Streets for All City of Greeley Vision Zero Action Plan	Steven Younkin/Paul Trombino	WS
	Five Year Housing for All Strategic Plan Update	Deb Callies	WS
	Q3 Financial Report	Robert Miller/Tyra Litzau	WS
	Non - Profit Sponsorship Policy	Blair Snow	WS
December 17, 2024 Council Meeting	Minutes - Nov 19 and Dec 3 CC; Dec 10 WS	Heidi Leatherwood	Consent
	Sidewalk Funding Projects	Steven Younkin/Paul Trombino	Regular (Informational)
	Boards & Commissions Appointments	Heidi Leatherwood	
December 24, 2024 Council Work Session	Cancelled due to Christmas Holiday		



Council Agenda Summary

Title

Adjournment