

Greeley City Council Agenda

Regular Meeting

Tuesday, September 2, 2025 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/89425324694>

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 Meeting Portal <https://greeleyco.portal.civicclerk.com/>

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 cityclerks@greeleygov.com.

Written comments can be mailed or dropped off at the City Clerk's office at City Hall, at 1100 10th Street Greeley, CO 80631. Any comments received prior to 12 p.m. on the day of the meeting, will be sent to Council and published in the agenda packet post meeting.

For more information about this meeting, to request reasonable accommodations for accessibility purposes in an alternative format, or for meeting agendas, minutes, and archived videos, please contact the City Clerk's Office at cityclerks@greeleygov.com or 970-350-9740.



Mayor

John Gates

Councilmembers

Tommy Butler - Ward I

Deb DeBoutez - Ward II

Johnny Olson - Ward III

Dale Hall - Ward IV

Brett Payton - At-Large

Melissa McDonald - At-Large



**City Council
Regular Meeting Agenda**

Tuesday, September 2, 2025 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/89425324694>

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Recognitions and Proclamations

Advancement Via Individual Determination (AVID) Day Proclamation

What's Great About Greeley Report?

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.

Councilmembers 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. Motion to approve the City Council Meeting Proceedings of August 5, 2025 and City Council Work Session Proceedings of August 12, 2025
10. Motion to appoint Maria Macias to the Human Relations Commission as a Greeley-Evans Weld County School District 6 representative for a term through May 31, 2028
11. Resolution decreasing membership of the housing authority of the City of Greeley, Colorado to seven commissioners and reducing the term of office to three years

12. Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive Home-ARP grant funds for Tenancy Support Services
13. Resolution to approve reallocation of funds for a Small Business Land Use Center (SBLUC) program within the Community Development Department
14. Resolution authorizing approval of an Airport Improvement Program Grant Agreement and offer from the Federal Aviation Administration ("FAA") to the Greeley-Weld County Airport Authority (Contract No. DOT-FA25NM-1126)
15. Resolution authorizing approval of an Airport Improvement Program Grant Agreement and offer from the Federal Aviation Administration ("FAA") to the Greeley-Weld County Airport Authority (Contract No. DOT-FA25NM-1127)
16. Resolution authorizing approval of an Airport Infrastructure Grant Agreement and offer from the Federal Aviation Administration ("FAA") to the Greeley-Weld County Airport Authority (Contract No. DOT-FA25NM-1128)
17. Resolution authorizing the addition of property to the property pool for the Certificate of Participation 2025 Series
18. Resolution approving an agreement as to the Principal and Primary Terms for Lease Agreement with the Colorado Eagles
19. Resolution submitting to the registered electors of the City of Greeley at the coordinated election to be held on November 4, 2025 an initiated ordinance seeking to repeal Ordinance 15, 2025
20. Introduction and first reading of an ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as the "Schmerge" located generally east of Weld County Road 17 and north of Weld County Road 60 and west of State Highway 257, into the City of Greeley. The subject site is comprised of 219.221 acres. (ANX2025-0002).
21. Introduction and first reading of an ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as "Kinnison" located generally east of 131st Ave and north of US Highway 34 and west of State Highway 257, into the City of Greeley. The subject site is comprised of 73.319 acres. (ANX2025-0003).
22. Introduction and first reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, to establish a Planned Unit Development (PUD) zoning for property located generally north of US Highway 34 and east of Weld County Road 17 and west of CR 21 1/2 comprised of approximately 833.786 acres (Cascadia PUD)

End of Consent Agenda

23. Pulled Consent Agenda Items
24. Public hearing and second reading of an ordinance to consider a request for annexation of approximately 63.29 acres of land generally located south of AA Street, west of County Road 35, and north of O Street known as Willow Vista Annexation 1 (ANX2024-0001)

25. Public hearing and second reading of an ordinance to consider a request for annexation of approximately 74.71 acres of land generally located south of AA Street, east of County Road 35, and north of O Street known as Willow Vista Annexation 2 (ANX2024-0002)
26. Public hearing and second reading of an ordinance to consider a request for annexation of approximately 84.40 acres of land generally located south of AA Street, east of County Road 35, and north of O Street known as Willow Vista Annexation 3 (ANX2024-0003)
27. Public hearing and second reading of an ordinance to consider an establishment of zoning request for approximately 222.40 acres of land generally located south of AA Street, heading south along County Road 35 to O Street at the southern boundary known as Willow Vista Establishment of Zoning (ZON2024-0006)
28. Motion to go into Executive Session to request and receive Legal Advice from the City Attorney regarding the initiated ordinance seeking to repeal Ordinance 15, 2025 and regarding a lawsuit filed against the City by Dan Wheeler and Pam Bricker
29. Motion to go into Executive Session to receive legal advice and instruct negotiators regarding an Intergovernmental Agreement for cost sharing for the US 34 and WCR 17 interchange
30. Motion to go into Executive Session to receive legal advice and instruct negotiators about the Greeley-Weld County Airport Authority
31. 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
32. Scheduling of Meetings, Other Events
33. Adjournment



Council Agenda Summary

Item: 5.

Title:

Recognitions and Proclamations

Summary:

Mayor Gates will present a proclamation:

- Advancement Via Individual Determination (AVID) Day

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

Attachments:

AVID Day Proclamation

Item 5 – Presentation



Advancement Via Individual Determination Day

WHEREAS, Advancement Via Individual Determination (AVID) has been transforming lives for 45 years nationally and for 21 years in Greeley by closing the opportunity gap and empowering all students to achieve college and career success; and

WHEREAS, AVID, a trusted national nonprofit partners with the Greeley-Evan School District 6 to equip educators and inspire thousands of students with the skills and confidence to thrive in a global society by creating equitable access to opportunity; and

WHEREAS, AVID students consistently graduate at higher rates, attend college in greater numbers, and develop essential skills like critical thinking, collaboration, and leadership; and

WHEREAS, in District 6, AVID serves more than 8,000 AVID Elementary and Secondary students across 25 schools, the majority of whom are students of color, English Language Learners, or qualify for free or reduced lunch, and these students are excelling- 99% of AVID seniors graduated on time, 95% completed four-year college entrance requirements, 73% enrolled in Dual Enrollment Classes while in high school and 97% completed advance AP and/or IB classes—far surpassing national averages while demonstrating leadership, determination, and academic excellence; and,”

NOW, THEREFORE, I, John Gates, by virtue of authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim September 12, 2025, as AVID Day in the City of Greeley Colorado.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, this 2nd Day of September 2025.

John Gates
Mayor



City Council Meeting
September 2, 2025

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, green parks, and a range of mountains under a clear sky.

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

- Athenian Oath

Greeley Tribune's Anne Delaney Takes First at CPA's 2024 Better News Media Contest

- CPA – Colorado Press Association.
- 'Gridiron Grit' won Best Sports or Sports Event Story category.



Weld County Recipient of Three 2025 National Association of Counties Achievement Awards

- Human Services – Interstate Compact on Placement of Children
- Public Health & Environment – Heart of Weld diabetes prevention program
- Public Works – Drones to fight noxious weeds.







Council Agenda Summary

Title

Citizen Input

Summary

During this portion of the meeting, anyone may address the city council on any item of city business that is not already listed on tonight's agenda as a public hearing.

Comments should be statements, not questions. Public comment is not a question-and-answer session, unless the presiding officer thinks some clarification is warranted.

Please be considerate of fellow speakers. There should be no applause, booing, or other audible disruption to the proceedings. Your city council desires respect, dignity and a welcoming environment.

Please limit your comments to three minutes and provide your name and city of residence for the record. When you see the yellow light coming on the display, please begin to wrap up your comments. When the red light comes on, your three minutes is up.

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.



Item: 7.

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.

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:
11-2023	Clark/Butler	Artificial turf and landscape standards	August 1, 2023 Council Meeting	*Come back to Council with a draft ordinance	The Landscape Code Amendment is scheduled for August 19 and public hearing/second reading on September 2.	Brian McBroom
4-2024	Butler	Lincoln Park Redesign	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	Early 2025: Construction design drawings scheduled to begin, incorporating stakeholder input, alignment with redevelopment goals, and lessons from other urban parks. Late 2025 - 2026: Construction slated to begin at the end of 2025 and continue into 2026. At the June 10 WS council requested staff to pause construction to ensure Lincoln Park compliments future vision for Greeley's Downtown Civic Campus.	Diana Frick
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	DTA was awarded the contract and that process has now started. The consultant is working on completing the study. Tentatively set for Sep.	Allena Portis/Robert Miller
8-2024	Olson	Code Compliance	Oct 1, 2024 Council Meeting	Part 1 - Requested staff to present at a future work session on code compliance- what is compliant and what is not and to develop a plan to assist with low-income residents specifically relating to yards and vegetation Part 2 - More information needed on specific options on landscaping; enhancing voluntary compliance ticketing system	Following the February council meeting Code Compliance has been focusing on the council's direction to: Explore how to speed up compliance without immediate ticketing. How to enhance voluntary compliance. A follow-up worksession will be scheduled this winter.	Kelli Johnson/Buxton Demers
12-2024	Butler	Consulting Service	Nov. 19, 2024 Council Meeting	Report on consulting services and the key departments depending on consulting services. He would like to have in the report what categories are used for consulting services	A report was sent to Council via email on 2/10/2025.	Allena Portis
13- 2024	Butler	Audit of Development Code	Dec 10, 2024 Council WS	Discrepancies in the code and would like an administrative fix of the R-M zoning issue if possible, and then a full audit of the Development Code.	Received proposals on 2/13 and now in the evaluation Starting phase 1(procedures chapter) and remaining phases are on hold pending budget.	Brian McBroom
3-2025	DeBoutez	Public Art Program	March 18, 2025 Council Meeting	Research the Public Art Program with 3 components: expanding the program to include local performing art groups, clarify the funding source for the 1% for all of the capital improvement projects, and reporting of when the money is appropriated to the program.	This is scheduled for the October 14 WS.	Diana Frick
4-2025	Butler	Civic Campus Funding	4/15/2025 Council Meeting	Requested staff to bring back funding plan options that does not require the funding to go to voters.	Staff will return with a presentation including the Financial Model at the Aug 26 WS. Staff will come to Council with the Plan of finance at a work session late fall Oct/Nov timeframe.	Allena Portis

5-2025	Hall	Contracts	April 22, 2025 Work Session	Staff to send a descriptive memo or schedule a work session regarding all contract policies and options that were discussed at a previous meeting.	Stacey will provide a memo to council regarding the policies regarding contracts. A presentation is scheduled for the August 12 WS. Staff will return to Council at the Sept 23 work session	Stacey Aurzada/Allena Portis
7-2025	Butler	12th Street Outfall Project and Quiet Zones	May 6, 2025 Council Meeting	Update at a future work session on the 12th Street Outfall and quiet zone projects.	Presentation at the August 12 WS.	Public Works
10-2025	DeBoutez	Weld County Redistricting	May 20, 2025 Council Meeting	Requested staff to provide an update to Council on the redistricting and the affect it has on the residents. The request also included for it to be monitored.	An update was sent to Council in the Friday (6/6) memo. An update will be sent to Council. A third and final report was sen in the Aug 29 Weekly Update.	Kelli Johnson
11-2025	McDonald	Contractor Licensing	City Council Meeting August 19, 2025	Requested staff to come back on a Work Session to present information on changing the code for contractors being licensed in the City specifically roofers.		



Council Agenda Summary

September 2, 2025

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to approve the City Council Meeting Proceedings of August 5, 2025 and City Council Work Session Proceedings of August 12, 2025

Summary:

The regular meetings of the City Council were held in City Council Chambers on August 5, 2025. The work session of the City Council was held in City Council Chambers on August 12, 2025.

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

Fiscal Impact:

Fiscal Impact: If approved, will this item result in a positive, negative, or no impact on the budget?

No Impact: If there is no impact, provide the reason

Legal Issues:

None.

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

Approve the motion.

Attachments:

1. 08.05.2025 Regular Meeting Draft Minutes
2. 8.12.2025 Work Session Draft Minutes

City of Greeley, Colorado
City Council Meeting Proceedings
August 5, 2025

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

City Clerk Heid Leatherwood 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 had an excused absence.

4. Approval of the Agenda

No changes.

5. Recognitions and Proclamation

Councilmember Payton presented What's Great about Greeley? report at 6:01 p.m.

6. Citizen Input

1. Edwin Grant spoke about property appraisals.
2. Peggy Squires spoke against the camping ban.
3. Pam Bricker spoke against the Cascadia project.
4. Mark Pugatch spoke about the Union Colony Civic Center (UCCC) Advisory Board seeking interest in changing the name of UCCC. The survey is live on Speak Up Greeley.
5. Steve Teets spoke against the Cascadia project.
6. Mary Metzger spoke against the Cascadia project.
7. Judy Nordstrom spoke about the railroad blowing horns in intersections.
Councilmember Butler said they will be discussing it in an upcoming work session.
8. Rachel Burdan spoke against the Cascadia project

9. Morgan Nudelman spoke against the Cascadia project.
10. Valerie Leal-Whitehead said property taxes for the Cascadia project would go to neighboring school districts.
11. Antonio Molena voiced concerns about the Cascadia project.
12. Travis Stub stated that he opposed the Cascadia project.
13. David Sheehy spoke in support of the Cascadia project.
14. Danielle Rowell opposed the Cascadia project and wanted it to go to a vote.
15. Joel Patterson voiced concerns about the Cascadia project.
16. Amberleigh Gregor spoke against the Cascadia project.

7. Reports from Mayor and Councilmembers

Councilmember DeBoutez made a public service announcement about roofing advertisements following the recent hailstorm. She reminded citizens that roofing contractors must be insured, registered, and obtain necessary permits. Caution was advised to avoid unlicensed or unreliable contractors. She highlighted the community meeting for the East Greeley Subarea Plan, Thursday, August 7, 6-8 pm at Zoe's Coffee House.

8. Initiatives from Mayor and Councilmembers

None.

Consent Agenda

- 9. Motion to approve the City Council Special Work Session Proceedings of July 8, 2025**
- 10. Resolution authorizing the city to enter into an Intergovernmental Agreement (IGA) with Weld County to participate in the November 4, 2025, Coordinated Election and authorizing the City Clerk to sign said agreement**
- 11. Resolution appointing Karen Goldman to serve as Hearing Officer for matters arising under Section 2-89 of the Greeley Municipal Code and Authorizing the City Attorney to engage an Independent Legal Advisor for the Hearing Officer**
- 12. Resolution declaring the intent of the City of Greeley, Colorado to retain the Private Activity Bonds (PABs) allotted to it by the State of Colorado. These PABs will assist with the financing of residential facilities for low-and-middle-income families or persons**
- 13. Resolution finding substantial compliance with State Annexation laws for the properties collectively known as Schmerge Annexation, located generally east of Weld County Road 17, north of Weld County Road 60 and west of State Highway**

257 into the City of Greeley, the subject site is comprised of 219.221 acres (ANX2025-0002)

14. Resolution finding substantial compliance with State Annexation laws for the property known as the Kinnison Annexation, located generally east of 131st Avenue, north of US Highway 34 and west of State Highway 257 into the City of Greeley, the subject site is comprised of 73.319 acres (ANX2025-0003)
15. Resolution approving a Pre-Development Agreement between the City of Greeley and Richmark Vertikal, LLC related to the development of the Civic Campus Project, including new City Facilities in Downtown Greeley
16. Introduction and first reading of an ordinance of the City of Greeley, Colorado establishing the City of Greeley, West Greeley project area General Improvement District (GID) and other details relating thereto (Residential West Greeley GID)
17. Introduction and first reading of an ordinance of the City of Greeley, Colorado establishing the City of Greeley, Commercial General Improvement District (GID) and other details relating thereto

End of Consent Agenda

Councilmember DeBoutez requested Items 16 and 17 be pulled from the consent agenda. Councilmember Butler requested Item 15 be pulled.

Councilmember Olson moved to approve Consent Agenda Items 9-14.
Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 6:46 p.m. with Mayor Gates absent.

18. Pulled Consent Agenda Items

Item #15 - Resolution approving a Pre-Development Agreement between the City of Greeley and Richmark Vertikal, LLC related to the development of the Civic Campus Project, including new City Facilities in Downtown Greeley

Councilmember Butler asked for confirmation regarding public concerns about recent funding decisions. He noted that the \$10.7 million in question largely consisted of funds previously committed to existing projects, and that are now being reallocated. He added that \$4.7 million was originally designated for a hotel project at UNC's medical campus, which is now being relocated downtown, and \$4 million was previously appropriated for the Milhaus project. Assistant City Manager Kelli Johnson confirmed that was correct.

Councilmember Butler moved to approve Item 15. Councilmember Payton seconded the motion. The motion passed 6-0 at 6:48 p.m. with Mayor Gates absent.

Item #16 - Introduction and first reading of an ordinance of the City of Greeley, Colorado establishing the City of Greeley, West Greeley project area General Improvement District (GID) and other details relating thereto (Residential West Greeley GID)

Councilmember DeBoutez raised concerns and requested clarification about the structure and implementation of the proposed General Improvement Districts (GIDs), particularly why only two small parcels (approximately 20 acres each) were included despite a larger map presented previously. Director of Community Development Brian McBroom explained that the process begins with petitions from property owners and can expand as others voluntarily join. He clarified that GIDs are designed to fund regional infrastructure, while metro districts generally fund on-site development infrastructure.

Councilmembers also asked about whether property owners would be forced to join. In response, Mr. McBroom stated that participation was voluntary, though necessary for access to funded infrastructure. It was method of financing that enabled those who would enjoy the amenities of the infrastructure to pay for it. The establishment ordinance would not set a mill levy but would allow for a Tabor vote to authorize a maximum levy.

Councilmember Olson emphasized that the GID was a useful, cost-effective tool for regional infrastructure, and participation is optional.

Councilmember Butler questioned the timing and suggested this may be premature given the current zoning (agricultural) and lack of final financial analysis to meet the TABOR deadlines. Deputy City Manager and Chief Financial Officer Ms. Portis stated the total GID bond modeling is for \$129 million, not to be issued all at once.

Councilmember Payton clarified that only impacted landowners vote in the Tabor election, which sets a maximum mill levy, not the actual rate.

There was consensus on strategic timing, with some members questioning whether moving forward now is the most prudent approach. Mr. McBroom confirmed that if the Tabor vote was missed this year, the next opportunity would be November 2026.

Councilmember Olson moved to approve Item 16. Councilmember McDonald seconded the motion. The motion passed 4-2 at 7:06 p.m. with Councilmembers Butler and DeBoutez voting “nay” and Mayor Gates absent.

Item # 17- Introduction and first reading of an ordinance of the City of Greeley, Colorado establishing the City of Greeley, Commercial General Improvement District (GID) and other details relating thereto

There was no further discussion on this item as it had been addressed with item 16.

Councilmember Olson moved to approve Item 17. Councilmember Payton seconded the motion. The motion passed 4-2 at 7:06 p.m. with Councilmembers Butler and DeBoutez voting “nay” and Mayor Gates absent.

19. Public hearing and resolution adopting the Greeley Housing for All Five-Year Strategic Plan 2025-2030

Housing Director Deb Callies introduced this item at 7:07 p.m.

Ms. Callies presented the final draft of the "Housing for All" Strategic Plan to the City Council, marking the culmination of a year-long effort. She explained that the plan addresses Greeley's growing housing needs across all income levels and demographics, with a focus on affordability, economic development alignment, and mixed-income development.

Ms. Callies emphasized that housing affordability is a challenge for everyone, and that solutions must include partnerships across City departments and with private and nonprofit entities. Key goals of the plan included facilitating diverse housing development, expanding city capacity to execute housing initiatives, and supporting long-term economic growth through inclusive housing strategies. She provided case studies from Denver's Beeler Park, Lowry, and Green Valley Ranch as examples of successful mixed-income neighborhood models.

The plan outlined the usefulness of incentives, staff expansion, legal and financial tools, and sustained collaboration with developers. Ms. Callies requested to move forward with implementation, which included funding exploration, incentive development, and creation of a public-facing progress dashboard.

Councilmember DeBoutez asked for clarification on the number of housing units represented in the financial gap example on "Slide 10" and asked how subsidies are calculated on a per-unit basis. She also inquired about the typical or ideal size for such developments. Ms. Callies explained the gap consisted of a small infill development and would be difficult to quantify by unit. Councilmember DeBoutez stated she was intrigued by the master developer model, and Ms. Callies said they were very actively working with developers on projects they would want to do in Greeley.

Councilmember Butler voiced support for the plan, emphasizing its significance to economic development and the benefits for both affordable and executive-level housing. He asked how the strategic plan would align with the forthcoming affordable housing code and encouraged inclusion of housing incentives in the upcoming budget. Ms. Callies explained they were currently working with a consultant on the affordable housing code to ensure it was aligned with the plan, as well as identifying incentives.

The public hearing opened at 7:25 p.m.

1. Peggy Squires questioned the affordability of the plan.
2. Steve Teets spoke about the cost of senior housing, homelessness, and transit.
3. Edwin Grant spoke about lower income housing.
4. Antonio Molina spoke about the inability to afford local housing.

With no further comments the hearing closed at 7:33 p.m.

Councilmember DeBoutez moved to approve the motion. Councilmember Butler seconded the motion. The motion passed 6-0 at 7:34 p.m. with Mayor Gates absent.

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

Councilmember Payton moved to approve the motion. Councilmember Butler seconded the motion. The motion passed 6-0 at 7:35 p.m. with Mayor Gates absent.

21. Scheduling of Meetings, Other Events

None.

22. Adjournment of

With no further business to come before the Council, Mayor Pro Tem Hall adjourned the meeting at 7:35 p.m.

Approved

X

Dale Hall
Mayor Pro Tem

Attest

X

Heidi Leatherwood
City Clerk

City of Greeley, Colorado
City Council Work Session Proceedings
August 12, 2025

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

City Clerk Heid Leatherwood called the roll.
The following were present:

Councilmember Tommy Butler
Councilmember Deb DeBoutez
Mayor Pro Tem Hall
Councilmember Brett Payton
Councilmember Johnny Olson
Councilmember Melissa McDonald
Mayor John Gates

4. Reports from Mayor and Councilmembers

None.

5. Poudre River Restoration Initiative (PRRI) Master Plan – Vision 2045

Senior Urban Transportation Planner Victoria Leonhardt introduced the item at 6:01 p.m.

Scott Streeb with MVVA Landscape Architects discussed project goals, which included passing the hundred-year flood and protecting community while making the Poudre River an anchor and economic driver, restoring wildlife habitat, improving pedestrian circulation, and supporting growth in Greeley. He reported that community feedback from nearly 1,000 participants with 6,500 responses validated the original goals of the project.

Jonathan Kusa with Inter-Fluve explained flooding issues along the Poudre River corridor. He presented maps showing the floodway and floodplain, noting that approximately 1,800 structures were currently at risk of flooding. Mr. Kusa explained that floods in the region have increased over time due to increased rainfall, development adjacent to rivers, and river manipulation.

The team proposed a 650-foot river corridor based on what the river would naturally do in the landscape without human constraints. This approach allowed for lower barriers along the edges while still protecting adjacent communities, avoiding

solutions like the concrete lined LA River that only focus on moving water without providing recreational or ecological value.

Mr. Streeb discussed the 1,400-acre study site, which included several program areas: gravel pond improvements, Island Grove stormwater storage areas, a destination park at Centennial Village, and an urban district with potential breweries and restaurants.

The team shared artistic renderings showing what the corridor might look like with gravel beaches, bioengineered water edges, restored habitats, and circulation options including tubing in the springtime. They also showed concepts for improved gravel ponds, stormwater park areas that could accommodate soccer fields and temporarily hold water during storms, neighborhood parks, and a destination park with elevated viewing areas.

Councilmember Hall questioned the maintenance of the channeling the river in a defined area. Mr. Kusa responded that it was a matter of how much engineering was needed based on the width given to the river, noting that the 650-foot width allowed for lower containment systems compared to narrower corridors.

Councilmember Butler asked about the 650-foot corridor width, questioning whether there was enough water to fill such a wide area year-round and how private land ownership would be addressed. Ms. Leonhardt explained they were focusing primarily on publicly owned land (about 40% of the study area) and would look for win-win opportunities with private landowners, emphasizing that flooding mitigation is the main driver but with a clear approach to provide a healthier river.

Councilmember Olson had questions about the engineering aspects, asking if proper modeling had been done to account for Colorado's new dredge and fill law and whether the cost estimate accounted for inflation over the 20-year implementation period. He was concerned about impacts to water rights and Poudre Ponds, which the Water Department had invested in significantly. Both consultants acknowledged the challenges and emphasized coordination is the key for the next phase before adopting a plan that would work for all departments and parties.

Mayor Gates noted that both the Island Grove Park Advisory Board and Weld County Commissioners were being engaged about the plans. He stated that he liked the concept but agreed that tenants' concerns about Island Grove needed to be addressed.

Councilmember McDonald asked if fishing would be possible in the restored river. Mr. Kusa responded that while they could ensure enough water and habitat, water quality improvements would be needed before fishing would be viable.

The team noted that the project would likely begin in about five years, with funding strategies to be developed in Phase 3 of the planning process.

Councilmember DeBoutez suggested studying the economic impact across the entire community.

Mayor Gates thanked staff and the consultants for the information.

6. Downtown Stormwater Capital Improvement Projects & Utility Rate Update

Managing Director Paul Trombino introduced this item at 7:07 p.m.

Mr. Trombino provided an update on downtown stormwater capital improvement projects and the proposed 2026 stormwater utility rate. Interim Budget Director Kalen Meyers provided context about the utility enterprises' budget processes, explaining that unlike the general fund, utilities operate as enterprise funds primarily recovered by user fees.

Mr. Trombino explained the procurement of a Program Manager General Contractor (PMGC) to review and coordinate infrastructure improvements within the downtown core, which will accelerate implementation compared to traditional delivery methods. The procurement process was expected to be completed by early October.

Mr. Trombino reviewed the downtown stormwater master plan, noting that the 12th Street outfall remained on track, and work on aligning design and construction for crossing under the Union Pacific Railroad mainline for both 7th Street and 12th Street outfalls was a current focus.

Mr. Trombino displayed the schedule for the outfalls, explaining that the pipes under the railroad would be approximately 72 inches in diameter and would enable the collection system connections to provide drainage to the river. He also discussed the acceleration of the 6th Avenue collection system, which would address a significant area of flooding.

Mr. Trombino presented a chart showing the adopted 2025 rate and planned rates going forward to fund future downtown work, noting a proposed 20% increase for 2026. In comparison with other communities, Greeley's current rate was sixth in the state, and with the proposed increase, it would move to second, though Mr. Trombino stated other communities may also increase their rates, and it was possible Greeley would remain in its current ranking.

Councilmember Butler asked if the railroad approvals were causing delays. Mr. Trombino confirmed they were working through the process with the railroad for both 7th and 12th Street outfalls simultaneously to avoid having to approach them twice. Councilmember Butler also asked about the flooding on 11th and Highway 34. Deputy Public Works Director Will Jones explained this was a separate issue caused by undersized infrastructure that would require a different project to address.

Councilmember Olson asked about the Program Manager General Contractor contract approach, questioning the accountability in this structure. Mr. Trombino explained it would allow for more efficient design and construction by having the contractor and designer working together from the beginning.

Mayor Gates closed the discussion by noting that the City had postponed addressing stormwater infrastructure for many years, and current staff was working to fix problems that should have been addressed 25 years ago. He thanked staff for the information.

7. 2026 Utility Enterprises Operating and Capital Budgets

Water and Sewer Director Sean Chambers, accompanied by Utility Finance Manager Virgil Pierce, presented on the utility enterprises operating and capital budgets at 7:37 p.m.

Mr. Chambers outlined challenges including slower-than-expected growth (less than 50% of expectations), significant regulatory changes, and decreasing water consumption (down 30-35% over 25 years). He emphasized that Greeley had a robust water system covering four major river basins but being further from source water than any other Front Range municipality of its size creates unique challenges.

Mr. Chambers discussed unplanned regulatory requirements including the lead and copper rule, nutrient control regulations, and aging water lines in backyard easements requiring replacement, totaling about \$70 million in unplanned investments.

For the 2026 budget, staff had initially recommended 14 new positions, but after evaluation, only three (3) were proposed:

- a cross-connection control tech (repurposed from a vacant conservation position),
- a development review engineer, and
- a maintenance mechanic for Boyd and Bellevue water treatment plants.

Additionally, they found approximately \$500,000 in operational savings for water and \$97,000 for sewer.

Mr. Chambers presented the 10-year capital plan for both water and sewer funds. For water, major expenses included annual water acquisition (roughly aligned with the Wingfoot contract requirement to purchase 167 credits per year), water system replacements, and water construction for system expansion.

Notable projects included:

- an expansion of the Bellevue intake in 2029 (\$8.2 million) and
- replacement of Bellevue treatment building #2 in 2034 (\$57 million), which had been pushed out seven years from its original timeline.

For sewer, major expenses included:

- sewer replacement,
- odor control projects in 2029 and 2033, and
- plant treatment expansion in 2034 (\$17.5 million).

Mr. Chambers proposed a 13% increase to water plant investment fees (tap fees) and a 5% increase to sewer tap fees, resulting in a 10% overall increase. For customer rates, the recommendation was an 8% water increase and a 5% sewer increase for 2026, which would raise a typical monthly bill from \$79.92 to \$85.03 for water and from \$35.31 to \$37.31 for sewer. With the stormwater increase, the overall bill would increase by 7.8%.

He also noted that the Water Board struggled with the magnitude of the rate impact and had asked staff to look for additional savings. A potential option was to reduce the water increase from 8% to 5.5% by postponing the F Street campus project from 2027 to 2029, saving about 2.5% on rates.

Councilmember Olson noted that water conservation efforts were contributing to revenue challenges since customers are using less water, resulting in less revenue to maintain the system. City Manager Raymond Lee added that larger commercial users are needed to help support the system long-term.

Councilmember Butler asked about the utility rebate program for low-income residents. Mr. Pierce confirmed that the rebate was sized to cover approximately one month of a typical customer bill and increases as rates go up. Mr. Chambers also mentioned they were exploring ways to fund Cascadia infrastructure without causing a rate adjustment.

Mayor Gates acknowledged that while the rate increases were painful, the comparative chart helped put it in perspective that water rates were increasing everywhere, and Greeley was fortunate to have an adequate water supply.

Mayor Gates thanked staff for the information.

8. Council Review of Procurement Contracts

Purchasing Manager Levi Dyer, presented on the City's contracting process for procurement of goods, services, and construction at 8:10 p.m.

Mr. Dyer shared a comparison showing that Greeley has the seventh largest budget among surrounding cities and was one of seven cities not requiring Council approval of contracts. He presented statistics on contracts above \$100,000 from 2022 through 2024, broken down by type and dollar amount. The current timeline for contract execution was approximately 4-8 weeks and adding Council review would increase this by 5-6 weeks.

Councilmember Butler stated he was concerned about the large number of professional services contracts over \$500,000 (33 in the last three years) and wanted to understand what those services entailed.

Councilmember Olson questioned how contracts were categorized, noting that the "other" category was rather large. Chief Financial Officer Allena Portis clarified that this classification was largely based on how each department chose to code them for purposes of payment.

Councilmember DeBoutez asked for clarification on what constitutes professional services. Ms. Portis explained these would be licensed professionals. Mr. Portis explained these would be licensed professionals. Mr. Dyer provided the code reference which included architecture, engineering, surveying, appraisals, accounting, training, and laboratory testing services.

Council requested more information about what falls into the "other services" and "professional services" categories before providing guidance on potential code changes. Staff agreed to provide a detailed breakdown in a memo or future work session.

Mayor Gates thanked staff for the information.

9. West Greeley Project Update

Managing Director Paul Trombino provided an update on the West Greeley project (Catalyst project) at 8:34 p.m.

Mr. Trombino presented the design milestones, noting that the 100% schematic design date had shifted from August 8 to August 15 due to locating the cap of an abandoned gas well on the site. He explained that at each major architectural milestone, an independent cost estimate would be conducted to validate the project cost.

Mr. Trombino reported that after discussions with Provident Resources Incorporated (the City's capital financing conduit borrower) and PCL Construction Services (the design-build general contractor), they agreed to go to the bond market at 30% construction documents (75% of total design). This decision moved up the schedule to go to the bond market to April 1, 2026, with expected bond issuance on May 15, 2026, and the first draw of bond funds in early June.

Mr. Trombino presented a working draft of the project dashboard that would provide transparent tracking of the project's progress. He shared updated visuals of the arena, hotel, and mobility hub, though he noted the mobility hub was planned for a later phase to align with future development.

Councilmember Olson asked about the budget versus actual spending, noting that expenditures to date were significantly below budget. Mr. Trombino explained that billings would ramp up as they reach 100% schematic design. Councilmember Olson also asked who would bear the risk after the guaranteed maximum price was set. City of Greeley Owners Representative Mo Luqman confirmed that PCL would own the risk once the price was established.

Councilmember Butler inquired about the timeline for reviewing the 30% designs and independent cost estimate. Mr. Trombino indicated this would be in September. Councilmember Butler also asked about the Certificate of Participation (COP) funding, noting that drawing down the full \$115 million earlier than originally planned would result in higher interest costs and less money available for the project.

City Manager Raymond Lee clarified that they are still closing on the original \$45 million and are in discussions with two other banks for the remaining funds. He stated that Council had given authority to draw the full \$115 million in the April 15th approval, though drawing it all at once would incur additional interest costs.

Mayor Gates suggested waiting to discuss this further until the terms of the additional bank loans are known. Mr. Lee indicated that this should be available by the end of the month.

Mayor Gates thanked staff and the consultant for the information.

10. Scheduling of Meetings, Other Events

None.

11. Motion to go into Executive Session to receive legal advice regarding the West Greeley Project

A motion to go into executive session to discuss the potential purchase, acquisition, or lease of property, and to determine positions and receive instructions regarding negotiations as provided for in CRS 24-6-402(4)(a) and 24-6-402(4)(e)(I) and Greeley municipal code 2-151(a)(1) and 2-151(a)(5), and if necessary, to receive advice from the city attorney related to these matters as provided for in CRS 24-6-402(4)(b) and Greeley municipal code 2-151(a)(2).

Councilmember Olson moved to approve the motion. Councilmember Payton seconded the motion. The motion passed 7-0 at 8:59 p.m.

12. Adjournment

With no further business to come before the Council, Mayor Gates adjourned the meeting at 9:00 p.m.

11. Executive Session to Request and Receive Legal Advice from the City Attorney regarding the West Greeley Project

Mayor Gates started the Executive Session at 9:09 p.m. in the Colorado Room of City Center South. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers were present. City Manager Raymond Lee, City Attorney Stacey Aurzada, Supervising City Attorney Bobbier Cranston, Chief Financial Officer Allena Portis, Chief Operating Officer Blair Snow, and City Clerk Heidi Leatherwood were also present.

The executive session was for the purpose to receive legal advice related to the West Greeley project as provided for under C.R.S. Section 24-6-402(4)(b) and Greeley Municipal Code Section 2-151 (a)(2).

Mayor Gates cautioned each participant in this executive session to confine discussion to the stated purpose, and reminded everyone that no formal action may occur in executive session. He asked if at any point in the executive session any participant believes that the discussion was going outside the proper scope of the executive session, to please interrupt the discussion and raise an objection. The recording was turned off at 9:10 p.m. at the advice of the City Attorney

The Executive Session concluded at 10:03 p.m.

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

Approved _____

X

John Gates
Mayor

Attest _____

X

Heidi Leatherwood
City Clerk



Council Agenda Summary

September 2, 2025

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to appoint Maria Macias to the Human Relations Commission as a Greeley-Evans Weld County School District 6 representative for a term through May 31, 2028

Summary:

According to the Greeley Municipal Code Sec. 2-593, the Human Relations Commission shall consist of 11 members, eight of whom shall be appointed by the city council. One member shall be the official representative of the University of Northern Colorado, one member shall be the official representative of Aims Community College, and one member shall be the official representative of School District Six to be appointed by the president of the respective institutions.

The Greeley-Evans Weld County School District 6 Superintendent Deirdre Pilch provided a letter of recommendation to appoint Maria Macias to the Human Relations Commission to replace David Reyes for a term to expire May 31, 2028.

The Human Relations Commission fosters mutual respect, understanding and amicable relations amongst all members of the Greeley community.

Fiscal Impact:

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

Legal Issues:

None.

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

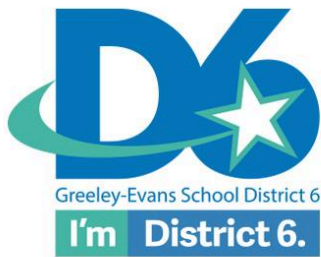
1. Approve the motion to appoint of Maria Macias; or
2. Deny the motion to appoint Maria Macias

Council's Recommended Action:

Approve the motion.

Attachments:

1. Maria Macias Human Relations Committee



Greeley-Evans | Weld County School District 6
Office of the Superintendent

1025 NINTH AVENUE
GREELEY, COLORADO 80631
970-348-6000
WWW.GREELEYSCHOOLS.ORG

August 11, 2025

Dear City of Greeley Human Relations Committee,

I am writing to recommend Maria Macias to represent District 6 on the Human Relations Committee. Maria's background serving students and families in Greeley-Evans School District 6 and her commitment to community outreach will make her an asset to the Committee.

Maria possesses a deep understanding of our community's needs and communicates those needs well to stakeholders. I have personally witnessed Maria's ability to connect with families during parent listening sessions, skillfully guiding difficult conversations and fostering open dialogue. As both a Parent & Family Advocate and Title I Specialist, she consistently connected vulnerable populations with essential resources. In her current role as Community Schools Manager, Maria coordinates and provides vital resources for students and families with the goal of minimizing obstacles to a successful education and family life. Her experience in needs assessment, program evaluation, and data management will further strengthen the Committee's ability to make informed decisions and recommendations.

Maria is highly skilled at fostering collaboration with both District 6 families and community partners. Her proven ability to develop and implement equitable outreach programs, along with success in collaborating with health agencies, nonprofits, and government organizations, directly aligns with the Committee's goal of fostering goodwill and eliminating discrimination throughout our community.

Maria's unwavering commitment to engaging and partnering with the community to improve well-being makes her an ideal candidate to advance the Human Relations Committee's mission. She is a true asset to District 6, and her experience coordinating equitable health and social service programs will undoubtedly be an asset to the Committee. I wholeheartedly recommend Maria to represent District 6.

Sincerely,

Deirdre Pilch, Ed.D
Superintendent



Council Agenda Summary

September 2, 2025

Key Staff Contact: Vincent Ornelas, Executive Director of Greeley Housing Authority, Jennifer Middleton, Deputy City Clerk

Title:

Resolution decreasing membership of the housing authority of the City of Greeley, Colorado to seven commissioners and reducing the term of office to three years

Summary:

The Weld County Housing Authority and Greeley Housing Authority had a Consortia Agreement where the housing authorities were under the direction of one Executive Director and staffed by the Greeley Housing Authority. On October 23, 2024, the Weld County Housing Authority sent notice to the Greeley Housing Authority of the intent to terminate the Consortia Agreement and joint administration of authorities.

On February 11, 2025, the authorities entered into an Amendment to the Intergovernmental Agreement (IGA) and began separation of the authorities with a modification that the separation would be complete upon successful transfer of the Voucher Program with approval from HUD. As part of that Amendment to the IGA, the Weld County Housing Authority and Greeley Housing Authority agreed to recommend to City Council that the Weld County representation on the Greeley Housing Authority Board should be amended to one (1) member. This member would be recommended by the Weld County Board of County Commissioners.

The Greeley Housing Authority Board of Commissioners, by Resolution, is recommending the reduction of members to seven (7) with one (1) Weld County representative, a reduction of the term of office for a commissioner to three (3) years, and to allow the Authority to recruit, interview and recommend appointments to the Mayor and City Council for final approval. A decrease in membership, a reduction in the term for commissioners and recommendations for appointment for the Greeley Housing Authority are desired in order to maintain and continue smooth and efficient operations of the Authority, providing maximum benefit of services for the community and citizens.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
No Impact.

Legal Issues:

None.

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government
Housing For All

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 50, 2025
2. Resolution of the Board of Commissioners of the Housing Authority of Greeley

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 50, 2025**

**A RESOLUTION DECREASING MEMBERSHIP OF THE HOUSING AUTHORITY OF
THE CITY OF GREELEY, COLORADO TO SEVEN COMMISSIONERS AND
REDUCING THE TERM OF OFFICE TO THREE YEARS**

WHEREAS, by Resolution 73-23, dated July 17, 1973, the Greeley City Council established membership of the local housing authority to be comprised of five (5) commissioners to be appointed by the Mayor pursuant to State statute; and

WHEREAS, Colorado House Bill 99-1067 amended §29-4-205(3), C.R.S., effective June 3, 1999, allowing the Mayor's appointment of up to nine (9) members to the housing Authority; and

WHEREAS, by Resolution No. 1, 2000, the Greeley City Council authorized that the housing authority shall be composed of seven (7) commissioners appointed by the Mayor pursuant to the enacted provisions of § 29-4-205, C.R.S., with two (2) of the commissioners to be recommended by the Board of County Commissioners of Weld County for appointment by the Mayor, and not more than one (1) commissioner an official of the City of Greeley; and

WHEREAS, by Resolution No. 27, 2020, the Greeley City Council authorized that the housing authority shall be composed of nine (9) commissioners appointed by the Mayor, with four (4) of the commissioners to be recommended by the Board of County Commissioners of Weld County for appointment by the Mayor, and not more than one (1) commissioner an official of the City of Greeley; and

WHEREAS, when the Greeley City Council authorized the increase in membership and representation by Weld County, the Housing Authority had a Consortia Agreement with the Weld County Housing Authority where the housing authorities were under the direction of one Executive Director and staffed by the Greeley Housing Authority; and

WHEREAS, on October 23, 2024, the Weld County Housing Authority sent notice to the Greeley Housing Authority of the intent to terminate the Consortia Agreement and joint administration of the authorities; and

WHEREAS, on February 11, 2025, the authorities entered into an Amendment to the Intergovernmental Agreement and began separation of the authorities with a modification that the separation would be complete upon successful transfer of the Voucher Program with approval from HUD; and

WHEREAS, as a part of that Amendment to the IGA, the Weld County Housing Authority and Greeley Housing Authority agreed to recommend to City Council that the Weld County representation on the Greeley Housing Authority Board should be amended to one (1) person recommended for appointment by the Board of County Commissioners of Weld County; and

WHEREAS, the Greeley Housing Authority Board of Commissioners, by Resolution, is recommending the reduction of members to seven (7) with one (1) Weld County representative, a reduction of the term of office for a commissioner to three (3) years, and to allow the Authority to recruit, interview and recommend appointments to the Mayor and City Council for final approval; and

WHEREAS, a decrease in membership, a reduction in the term for commissioners and recommendations for appointment for the Greeley Housing Authority is desired in order to maintain and continue smooth and efficient operations of the Authority, providing maximum benefit of services for the community and citizens.

NOW THEREFORE, BE IT RESOLVED

Section 1. The City Council authorizes that local housing authority shall be composed of seven (7) commissions appointed by the Mayor pursuant to § 29-4-205, C.R.S. One (1) of the commissioners shall be recommended by the Board of County Commissioners of Weld County for appointment by the Mayor.

Section 2. The term of office for a commissioner is reduced to three (3) years. A commissioner may be re-appointed to the Housing Authority for additional three (3) year terms.

Section 3. The Housing Authority of the City of Greeley, Colorado may recruit, interview and recommend appointments for consideration of the Mayor.

Section 4. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF GREELEY, COLORADO
(RECOMMENDATION TO GREELEY CITY COUNCIL)**

RESOLUTION NO. 2025-04

WHEREAS, the resolution set out below has been considered by the Board of Commissioners (the "Board") of the Housing Authority of the City of Greeley, Colorado (the "Authority") and adopted in light of the following facts and other considerations; and

WHEREAS, on October 23, 2024, the Weld County Housing Authority ("WCHA") sent notice to the Authority to terminate an Intergovernmental Agreement for the Provision of Housing Authority Services ("IGA"); and

WHEREAS, on February 11, 2025, WCHA and the Authority agreed to amend the IGA to terminate the joint administration of the housing authorities set forth in the original IGA; and

WHEREAS, the amended IGA set forth terms to separate the administration, except for the Voucher Program; and

Whereas, the parties agreed to postpone the final Termination Date until the United States Department of Housing and Urban Development ("HUD") approved the transfer of the Voucher Program; and

WHEREAS, the amended IGA included a recommendation from WCHA to amend the number of Weld County representatives on the Board to one; and

WHEREAS, with the recent changes to the Authority, the Board finds it is in the best interest to change the structure of the Board.

NOW THEREFORE, BE IT RESOLVED that the Board recommends to City Council to amend the structure of the Board as follows:

1. Reduce the number of commissioners appointed to the Greeley Housing Authority Board from nine to seven. Existing commissioners will serve the remainder of their terms.
2. Reduce the number of commissioners representing Weld County from four to one.
3. Reduce the term of office for commissioners to three years.
4. Allow the Authority to recruit, interview and recommend appointments to the Board.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 23rd DAY OF
APRIL 2025.**

**HOUSING AUTHORITY OF THE CITY OF
GREELEY, COLORADO**

A handwritten signature in black ink, appearing to read "Shawn Walcott", is written over a horizontal line.

Shawn Walcott, Board Chair



Council Agenda Summary

September 2, 2025

Key Staff Contact: Mandy Shreve, Housing Solutions Director

Title:

Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive Home-ARP grant funds for Tenancy Support Services

Summary:

The City of Greeley has applied for and been awarded funding from the Colorado Department of Local Affairs (DOLA) Division of Housing through the Greeley Collaborative Housing HOME-American Rescue Plan (ARP) program in the amount of \$360,000.00 and, as part of the grant requirements, the City will provide matching funds in the amount of \$738,991.00. Matching dollars are committed in the form of \$100,000.00 Medicaid reimbursement dollars and \$638,991 in kind for salaries/benefits and other supplies funded by the City's general fund for case management, supervision, and program oversight. Award and matching funds will be spent over 5 years in equal amounts not to exceed the yearly allocation by DOLA of \$72,000 in awarded dollars and \$147,798.20 in matching dollars.

The DOLA grant funds will be spent on costs directly related to tenancy support services. To receive the grant fund, the City must execute a grant agreement with the State of Colorado, a copy of which is attached as Exhibit A and incorporated herein by reference. If the Council accepts grant funds, it will be reflected in the October 2025 appropriation for the 2026 budget as an increase of \$360,000 to fund 176 as a result of new grant revenue.

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

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Positive Impact: What is the onetime and/or ongoing amount? Onetime

Is it budgeted? Yes

Does it require a new appropriation? Yes

Are there any long-term financial impacts? No

Is there grant funding for this item? Yes

Does this action have potential long-term fiscal implications? No

Legal Issues:

None.

Other issues and Considerations:

None.

Strategic Focus Area:

Housing For All

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 51, 2025 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 51, 2025**

**A RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE STATE OF
COLORADO, DEPARTMENT OF LOCAL AFFAIRS, TO RECEIVE HOME-ARP GRANT
FUNDS FOR TENANCY SUPPORT SERVICES**

WHEREAS, the City of Greeley has applied for and been awarded funding from the Colorado Department of Local Affairs Division of Housing through HOME-ARP grant funds in the amount of \$360,000 and as part of the grant requirements, the City will provide matching funds in the amount of \$738,991; and

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

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

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

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

Section 1. That the City Manager is hereby authorized to finalize and execute the proposed Grant Agreement, attached as Exhibit A, with the State of Colorado, Department of Local Affairs, for the receipt of grant funds to be used tenancy support services, in a form modified and approved by the City Attorney consistent with the terms, conditions, and objectives of the agreement presented to Council.

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

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____,
2025.**

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A GRANT AGREEMENT

State of Colorado Grant Agreement Cover Page

State Agency
Department of Local Affairs
for the benefit of the Division of Housing

Grantee
[City of Greeley](#)
Grantee UEI
[VJG3QJKZ1X6](#)

Agreement Maximum Amount
\$360,000.00

Agreement Encumbrance Number
[H6HOMA34755](#)

CMS Number
[200755](#)

Agreement Performance Beginning Date
October 1, 2025 or The Later of the Effective Date

Initial Agreement Expiration Date
[September 30, 2030](#)

Fund Expenditure End Date
[September 30, 2030](#)

Funding Program: [Tenancy Support Services \(TSS\)](#)

Funding Source: Federal

Catalogue of Federal Domestic Assistance # [14.239](#)

Agreement Authority - Authority for this Agreement arises from [§24-32-705, C.R.S.](#) Authority exists in the law and funds have been budgeted, appropriated and otherwise made available pursuant to [Section 3205 of the “American Rescue Plan Act of 2021” \(the “HOME-ARP Statute”\)](#) and a sufficient unencumbered balance thereof remains available for payment and the required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.

Agreement Purpose - Provide Tenancy Support Services (TSS) to permanent supportive housing program participants.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

- Exhibit A – Applicable Laws
- Exhibit B – Statement of Project
- Exhibit C – Federal Provisions
- Exhibit D – Reserved
- Exhibit E – PII Certification
- Exhibit F – Reserved
- Exhibit G – Sample Option Letter
- Form 1 – Reserved

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C – Federal Provisions
2. Colorado Special Provisions in §19 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit B – Statement of Project
5. Exhibit A – Applicable Laws
6. Exhibit E – PII Certification
7. Exhibit G – Sample Option Letter

Principal Representative

For the State:
Alison George, Director
Division of Housing
Department of Local Affairs
1313 Sherman Street, Rm 320
Denver, CO 80203
Alison.George@state.co.us

For Grantee:
[Raymond Lee, City Manager](#)
[City of Greeley](#)
[1000 10th St.](#)
[Greeley CO 80631](#)
Raymond.lee@greeleygov.com

Signature Page

The Parties hereto have executed this agreement

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

GRANTEE

CITY OF GREELEY

By: Raymond Lee, City Manager

Date: __

DIVISION OF HOUSING

Contract Reviewer

By: Julia Zaffarano, Director, Office of Homeless Initiatives

Date: __

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

By: Maria De Cambra, Executive Director

Date: __

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Beulah Messick, Controller Delegate

Date: __

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Parties

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

Term and Effective Date

Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §0, or after the Fund Expenditure End Date.

Initial Term

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

Extension Terms - State’s Option

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

End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §0, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in

the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§12.A.i.**

Method and Content

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

Obligations and Rights

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

Payments

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

Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

Definitions

The following terms shall be construed and interpreted as follows:

“Agreement” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

“Award” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.\

“Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

“Budget” means the budget for the Work described in **Exhibit B, §5.2**.

“Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

“CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

“CORA” means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

“Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

“End of Term Extension” means the time period defined in §0.

“Exhibits” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

“Extension Term” means the time period defined in §0.

“Federal Award” means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

“Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient. The United States Department of Housing and Urban Development is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

“Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

“Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

“Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

“Initial Term” means the time period defined in §0.

“Matching Funds” means the funds provided Grantee as a match required to receive the Grant Funds.

“Party” means the State or Grantee, and “Parties” means both the State and Grantee.

“PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.

- “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et seq., C.R.S.
- “PHI” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- “Project” means the overall project described in **Exhibit B** including, without limitation, the Work and the Services.
- “Subject Property” means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.
- “Recipient” means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- “Services” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- “State Fiscal Year” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- “Subcontractor” means third-parties, if any, engaged by Grantee to aid in performance of the Work.

“Subcontractor” also includes sub-grantees of grant funds.

“Subrecipient” means an entity that receives a sub-award from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.

“Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

“Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal award specifically indicate otherwise.

“Work” means the Goods delivered and Services performed pursuant to this Agreement.

“Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work.

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

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

Statement of Project

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

Payments to Grantee

Maximum Amount

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

Payment Procedures

Invoices and Payment

The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Satisfactory performance of the terms of this Agreement is a condition precedent to the State’s obligation to pay Grantee.

Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

The State shall pay each invoice within forty-five (45) days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

Interest

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

Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within thirty (30) days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §0.

Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

Matching Funds

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

Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit B** and **§5.A** for all allowable costs described in this Agreement and shown in the Budget in **Exhibit B**, except that Grantee may adjust the amounts between each line item of the Budget as provided for in **§5.3** of **Exhibit B**, without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit B**. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to **§5.2.4** of **Exhibit B** and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

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

Close-Out

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

applying for new Federal Awards through the State until such documentation is submitted and accepted.

Reporting - Notification

Periodic Reports

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

Litigation Reporting

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

Performance and Final Status

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

Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of Federal or State criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

Grantee Records

Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three (3) years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of

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

Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

Final Audit Report

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

Confidential Information-State Records

Confidentiality

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

Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as

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

Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

Incident Notice and Remediation

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

Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101, et seq., C.R.S. In addition, as set forth in § 24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for

the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

Conflicts Of Interest

Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

Apparent Conflicts of Interest

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

Disclosure to the State

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

Ethical Principles

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

Insurance

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State. Grantee may determine and require a higher limit of subcontractors or not require certain insurance in this **§10** that does not directly apply to the work of any subcontractors.

Workers' Compensation

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

General Liability

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

\$1,000,000 each occurrence;

\$1,000,000 general aggregate;

\$1,000,000 products and completed operations aggregate; and

\$50,000 any one (1) fire.

Automobile Liability

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

Cyber/Network Security and Privacy Liability

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

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

\$1,000,000 each occurrence; and

\$2,000,000 general aggregate.

Professional Liability Insurance

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

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

\$1,000,000 each occurrence; and

\$1,000,000 general aggregate.

Crime Insurance

Crime insurance coverage for financial loss of State or Federal Funds for causes including, but not limited to, theft, forgery, embezzlement and funds transfer fraud with minimum limits as follows:

\$1,000,000 each occurrence; and

\$1,000,000 general aggregate.

Umbrella Liability Insurance

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

amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

Property Insurance

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

Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §10.H above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

Builder’s Risk Insurance

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

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

The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.

All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed \$25,000.

Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s and Subcontractor’s services and expenses required as a result of such insured loss.

Builders Risk coverage shall include partial use by Grantee and/or property owner.

The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for

this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

Pollution Liability Insurance

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

Additional Insured

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

Primacy of Coverage

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

Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §0 within seven (7) days of Grantee's receipt of such notice.

Subrogation Waiver

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

Public Entities

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

Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement

within seven (7) Business Days following Grantee's execution of the subcontract. No later than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

Breach of Agreement

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in §0 for that Party except that, at the aggrieved Party's sole discretion, the thirty (30) day period may be extended. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

Remedies

State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §0, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

Termination for Breach

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

Obligations and Rights

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

that was in the process of completion to the State at the State's request.

Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §0.

Damages and Withholding

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

Remedies Not Involving Termination

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

Suspend Performance

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

Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

Deny Payment

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

Removal

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

Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is

likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

Collection of Unallowable Costs (2CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.

Technical Assistance

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

Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §0 and the dispute resolution process in §0 shall have all remedies available at law and equity.

Dispute Resolution

Initial Resolution

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

Resolution of Controversies

If the initial resolution described in §0 fails to resolve the dispute within ten (10) Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S. and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall

be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

Rights in Work Product and Other Information

Work Product

Copyrights

[Reserved].

Patents

[Reserved].

Assignments and Assistance

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

Exclusive Property of the State

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

Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-

party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

Statewide Contract Management System

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

Restrictions on Public Benefits

Grantee shall confirm that any individual natural person is lawfully present in the United States pursuant to 8 U.S.C. §§1601 *et seq.* when such individual applies for public benefits provided under this Agreement by requiring the applicant to:

Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,

Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

General Provisions

Applicable Laws

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

Assignment

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

Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the

entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

Binding Effect

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

Authority

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

Captions and References

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

Counterparts

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

Entire Understanding

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

Digital Signatures

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

Jurisdiction and Venue

[Reserved].

Modification

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

By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement

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

By Operation of Law

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

Items not Requiring Modification - Consents

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

Statutes, Regulations, Fiscal Rules, and Other Authority

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

External Terms and Conditions

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

Severability

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

Survival of Certain Agreement Terms

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

Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

Third Party Beneficiaries

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

Waiver

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

CORA Disclosure

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

Standard and Manner of Performance

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

Licenses, Permits, and Other Authorizations

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

[RESERVED]General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of **§0** may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of **§0**.

Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all

costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

Accessibility Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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

Grantee shall comply with all applicable State and Federal Law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

Accessibility

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

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

COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

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

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

Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act,

§24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq., C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

Independent Contractor.

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

Compliance with Law.

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

Choice of Law, Jurisdiction and Venue.

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

Prohibited Terms.

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

Software Piracy Prohibition.

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

Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

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

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

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Exhibit A, Applicable Laws

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

1. Housing and Community Development Act of 1974, Pub L, No. 93-383, as amended.
2. Cranston-Gonzales National Affordable Housing Act of 1990, as amended.
3. 24 CFR Part 92, HOME Investment Partnerships Program Final Rule.
4. State of Colorado Community Development Block Grant (CDBG) Guidebook, available on DOLA's website.
5. 24 CFR Parts 0-91 Housing and Urban Development.
6. 24 CFR Subtitle B, Chapter I – XXV, HUD.
7. 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
8. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
9. 2 CFR Part 230, Cost Principles for Non-Profit Organizations.
10. 2 CFR Part 200 Section 500, *et seq.*, Audit Requirements.
11. §29-1-601, *et seq.*, C.R.S., Local Government Audit Law.
12. §24-32-106 C.R.S., Powers of the director provision.
13. §24-32-705(1)(i) C.R.S., DOH ability to accept and receive grants.
14. 16 USC §469, *et seq.*, Historic Preservation.
15. 2 USC Chapter 26, Disclosure of Lobbying Activities.
16. 5 USC §552a, Public Information; agency rules, opinions, order, records and proceedings (Privacy Act 1974).
17. 8 USC §1101-1646, Immigration and Nationality.
18. 12 USC §§1701- 1701z-15, National Housing Act.
19. 15 USC Chapter 49, Fire Prevention and Control.
20. 16 USC Chapters 1-92, Conservation.
21. 16 USC §469, *et seq.*, Historic Preservation.
22. 16 USC §1531, *et seq.*, Endangered Species.
23. 16 USC §1271, *et seq.*, Wild and Scenic Rivers.
24. 20 USC Chapter 38, Discrimination Based on Sex or Blindness (Title IX, as amended, Education Amendment of 1972).
25. 29 USC Chapter 8, §§201, 206, *et seq.*, as amended, Labor.
26. 29 USC Chapter 14 Age Discrimination in Employment.

27. 29 USC Chapter 16, §§793-794, *et seq.*, as amended, Vocational Rehabilitation and Other Rehabilitation Services.
28. 31 USC Subtitles I – VI, Money and Finance.
29. 40 USC Subtitle I, Federal Property and Administrative Services.
30. 40 USC Subtitle II, Public Buildings and Works.
31. 40 USC §§ 3141 – 3148, Wage Rate Requirements (Davis Bacon).
32. 40 USC §§ 3701 – 3708, Contract Work Hours and Safety Standards Act.
33. 40 CFR Parts 1500-1508, Council on Environmental Quality (Regulations Implementing NEPA).
34. 41 CFR Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
35. 41 USC § 6502, *et seq.*, Walsh-Healey Public Contracts Act.
36. 41 USC Chapter 81, Drug Free Workplace.
37. 42 USC Chapter 6A, Public Health Service.
38. 42 USC Chapter 21, Civil Rights.
39. 42 USC Chapter 45 Fair Housing.
40. 42 USC Chapter 50, National Flood Insurance.
41. 42 USC Chapter 55, National Environmental Policy.
42. 42 USC Chapter 63, Lead-Based Paint Poisoning Prevention.
43. 42 USC Chapter 69, Community Development.
44. 42 USC Chapter 76, Age Discrimination in Federally Assisted Programs.
45. 42 USC Chapter 85, Air Pollution Prevention and Control.
46. 42 USC Chapter 89, Congregate Housing Services.
47. 42 USC Chapter 126, Equal Opportunity for Individuals with Disabilities.
48. 42 USC Chapter 130, National Affordable Housing.
49. 42 USC §§300f – 300j-26, Safe Drinking Water.
50. 49 CFR Part 24, as amended, Uniform Relocation Assistance and Real Property for Federal and Federally Assisted Programs.
51. §24-34-301, *et seq.*, C.R.S., Colorado Civil Rights Division.
52. §24-34-501, *et seq.*, C.R.S., Housing Practices.
53. §24-75-601, *et seq.*, C.R.S., Legal Investment of Public Funds.

54. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs.
55. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
56. Executive Order 11988, Floodplain Management.
57. Executive Order 11990, Protection of Wetlands.
58. Public Law 110-289, Housing and Economic Recovery Act of 2008.
59. Public Law 111-203, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.
60. Compliance with all applicable standards, orders, or requirements issued pursuant to section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

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 (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, March 11, 1988, as amended at 60 FR 19639, Apr. 19, 1995].

Exhibit B, Statement of Project

Exhibit C, Federal Provisions

1. Applicability of Provisions.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

“Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

“Entity” means:

a Non-Federal Entity;

a non-profit organization or for profit organization;

“Executive” means an officer, managing partner or any other employee in a management position.

“Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

“Grant” means the Grant to which these Federal Provisions are attached.

“Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

“Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

“Nonprofit Organization” organization, that:

Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

Is not organized primarily for profit; and

Uses net proceeds to maintain, improve, or expand the organization’s operations; and

Is not an IHE.

“OMB” means the Executive Office of the President, Office of Management and Budget.

“Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a

Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

“Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

“Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

“Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

“System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

“Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

“Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

“Unique Entity ID” (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

“Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

- 4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

The total Federal funding authorized to date under the Award is \$30,000 or more; and

In the preceding fiscal year, Subrecipient received:

80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

\$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §Error! Reference source not found. below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §Error! Reference source not found. below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

- 8.1. Subrecipient shall report as set forth below.

To SAM. A Subrecipient shall report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

Subrecipient Unique Entity ID;

Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

Subrecipient parent's organization Unique Entity ID;

Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:

Subrecipient's Unique Entity ID as registered in SAM.

9. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District. Procurement Standards.
- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, 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 CFR part 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.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

- 10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

- 11.1. If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

Whistle Blower Protections

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Federal Funding Accountability and Transparency Act (FFATA) Data Report Form (For Grantee Completion)

Reporting is required for initial awards of \$25,000 or more or award modifications that result in a total award of \$25,000 or more.

Information Field (Definitions can be found in Exhibit C)	Response
1. Agency or Jurisdiction UEI Number:	
2. Subrecipient Name Receiving Award:	
3. Subrecipient Parent UEI Number: (Report if different from subrecipient number)	
4. Location of Entity Receiving Award: (Full street address)	
5. Primary Location of Performance of the Award: (City, State and Congressional District)	
	Answer True or False
6. In the preceding fiscal year, Grantee received:	
a. \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

Note: An answer to question 7 is required ONLY when all answers to question 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name Compensation Amount

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

DATE__

Signature of Responsible Administrator

Exhibit D, Reserved

Exhibit E, PII Certification

STATE OF COLORADO

**THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

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

Signature: _____

Printed Name: _____

Date: _____

Exhibit E, PII Certification

STATE OF COLORADO

**THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII
THROUGH A DATABASE OR AUTOMATED NETWORK**

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

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit F, Reserved

Exhibit G, Sample Option Letter

State Agency

Department of Local Affairs,
for the benefit of the Division of Housing

Existing CMS Numbers

000000, 000000 (A1), 000000 (OL1)

(Previous) Agreement Maximum Amount

\$0,000,000.00

(Previous) Initial Agreement Expiration Date

\$0,000,000.00

(Previous) Fund Expenditure End Date

Month XX, 202X

Grantee

[Name]

Encumbrance #

[H6HOMA34755](#)

New CMS #

000000

(New) Agreement Maximum Amount

\$00,000,000.00 (No change)

(New) Initial Agreement Expiration Date

\$0,000,000.00 (No change)

(New) Fund Expenditure End Date

Month XX, 202X (No change)

Options:

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

Required Provisions:

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

5.2. Project Budget

Budget Item	Amount
[Insert]	[Insert]
Total	[Insert]

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

6.1. Payment Schedule

Payment	Amount	Timing
[Insert]	[Insert]	[Insert]
Total	[Insert]	[Insert]

6. **For use with Option 1(F):** The **Milestones** in §3.2 of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

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

Milestone	Date
[Insert]	[Insert]
Total	[Insert]

7. **For use with Option 1(G):** The **Service Area** in §3.3 of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

3.3. Service Area. The services described within this Grant may be provided in [Area], State of Colorado.

8. **For use with Option 1(H):** The **Responsible Administrator** in §4.2 of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

4.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of [Name, Title, email address] who is hereby designated as the responsible administrator of this Project.

9. **For use with Option 1(I):** The **Remittance Address** in §6.2 of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

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

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

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

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

STATE OF COLORADO
Governor
Department of Local Affairs

STATE CONTROLLER

By: Executive Director

Date:__

By: Controller Delegate

Option Effective Date:_____

Form 1, Sample Residency Declaration - Reserved

EXHIBIT B
STATEMENT OF PROJECT
TENANCY SUPPORT SERVICES

1. GENERAL.

- 1.1 Project Description.** The State is providing Grant Funds to the Grantee to assist with the payment of certain costs associated with the implementation of the HOME investment Partnership American Rescue Plan Program (HOME-ARP). Grantee shall use the Grant Funds to provide Tenancy Support Services (“TSS”) in a supportive housing model to approximately twenty [20] Households (as defined in §2 of this **Exhibit B**) that are participants or applicants of supportive housing within the [Greeley Collaborative Housing HOME-ARP program](#). Grantee shall conduct in-reach and outreach, housing search, counseling services, and other services as described herein as TSS that support each Household’s ability to transition to stable housing and successfully maintain tenancy. In providing TSS, Grantee will follow services standards as defined herein. If Grantee fails to draw Grant Funds in accordance with §3.2, DOH may, in its sole discretion, de-obligate the remaining funds to make them available for future competitive funding rounds.
- 1.1. Preference.** Grantee shall give a preference to Households based on the preferences listed in the DOH-approved Tenant Selection Plan.
- 1.2 Service Area.** Performance of services for this Agreement shall occur in [City of Greeley](#).
- 1.3 Grantee’s Obligations.**
- 1.3.1** Grantee shall complete the Project requirements, administer this Agreement, and provide required documentation to the State as specified herein.
- 1.3.2** Grantee shall enter into a written agreement(s), the content of which meets DOLA’s requirements, with the following individuals or entities prior to disbursing any funds:
- 1.3.2.1** All Subcontractors engaged by Grantee to aid in the performance of the Work.
- 1.3.2.2** Individuals who receive direct benefits under this Agreement (i.e. project Beneficiaries).
- 1.3.3** Grantee’s rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 1.4 Time of Performance.** Grantee shall commence performance of its obligations on the Agreement Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with §2C, §2D, or §18K of the Grant Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Program Manager at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

- 1.5 Tenancy Support Services.** Grantee shall employ both Housing Focused with Services and Harm Reduction models, which have been defined below, to carry out the following activities:
- 1.5.1** Grantee must adhere to the description of Tenancy Support Services as outlined in 24 CFR 578.53(e) and as it overlaps with the DOH Descriptions of Eligible Uses in §5.5.
 - 1.5.2** Outreach: Grantee shall assist in the ongoing efforts to ensure that eligible hard-to-reach Chronically Homeless persons are identified with a common assessment tool, referred to from the local Coordinated Entry System, and served by the Project. Grantee shall assist in the collection and preparation of required documentation of eligibility, homeless status, disability, family status, reasonable accommodation and income verification.
 - 1.5.3** Housing Search and Counseling Services: Grantee shall actively assist Participants with the location of rent reasonable, HQS housing.
 - 1.5.4** Landlord Liaison: Grantee shall: act as liaison between landlords and Participants to assist with conflict resolution in an effort to maintain housing; respond to landlord concerns or questions as swiftly as possible; and, have an established protocol for response should the primary grantee contact be unavailable.
 - 1.5.5** Grantee shall take all reasonable steps necessary to maximize the flexibility of the Project by allowing Participants to transfer to other Grantees administering the same Project at their organizations. If a transfer is in Participants' best interests, is desired by the Participant, and financially feasible, the transfer must be approved and facilitated by the DOH Homeless Program Specialist.
 - 1.5.6** This funding supports the provision of assertive, coordinated Tenancy Support Services (TSS). The implementation of Colorado's Health-Related Social Needs (HRSN) 1115 Waiver on July 1, 2025, expands Medicaid coverage for housing and nutrition supports. Tenancy Support Services (TSS) grantees should take the appropriate steps to ensure that expenditures billed pursuant to this agreement are not also billed to Medicaid.
- 1.6 Collaboration.** Grantee shall work collaboratively with community-based partners and referral sources as necessary to ensure that all Households served acquire and maintain housing as efficiently as possible. Grantee may attend and participate in case conferencing meetings to identify eligible Households for the Project and assist in process improvements as necessary. Grantee shall work in conjunction with the project voucher administrator and property management as necessary to ensure the intentions and outcomes of this Agreement. Grantee shall attend Project related meetings and trainings as requested by DOH. Grantee shall participate in local Coordinated Entry System meetings as needed to identify eligible individuals for the Project and assist in process improvements.
- 1.7 Homeless Management Information System.** Grantee shall utilize the local Continuum of Care (CoC) Homeless Management Information System (HMIS) for intake, program enrollment, move-in (if applicable), service provision (if applicable), annual

assessments, and exit data collection. If Grantee does not have access to CoC HMIS, Grantee shall seek approval from DOH to partner with an agency that has access. Grantee agrees to fully comply with all HMIS rules and regulations including, without limitation, the following:

- 1.7.1 Grantee shall perform data entry within five (5) days of intake, program enrollment, move-in (if applicable), service provision (if applicable), and discontinuance of participation by a Household.
- 1.7.2 Grantee shall run regular data quality checks to ensure data is accurate.
- 1.7.3 Grantee shall sign all required CoC HMIS agreements and adhere to all CoC HMIS policies and procedures. (These agreements are available from the CoC HMIS administrator for each CoC.)
- 1.7.4 Grantee shall submit and update data in the HMIS Database as requested/necessary to complete TSS performance reports (per §7.3 of this **Exhibit B**), as well as any other reports required by the CoC.
- 1.7.5 Grantee shall provide other information as requested by DOH for reporting and program evaluation purposes including, without limitation, the number of Households, the status of each Household, the location of units, the progress of the Households, and any other information deemed relevant by DOH.
- 1.7.6 Grantee shall ensure there is a current HMIS Client Consent Form on file for each Household.

2. DEFINITIONS.

The following definitions are in addition to definitions appearing in the main Grant Agreement and other Exhibits.

- 2.1 **Administrative Plan.** “Administrative Plan” means DOH’s Housing Choice Voucher (HCV) and Rental Assistance Programs (RAP) Administrative Plan, which is available on the DOH website.
- 2.2 **Area Median Income.** The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. DOH sets voucher payment standards annually using HUD income limits.
- 2.3 **Behavioral Health.** “Behavioral Health” is the scientific study of the emotions, behaviors and biology relating to a person’s mental well-being, their ability to function in everyday life and their concept of self. Behavioral health conditions include: substance

use disorders; alcohol and drug addiction; and serious psychological distress, including suicide ideation and mental disorders.

- 2.4 Beneficiaries.** “Beneficiaries” shall mean the persons and/or households who are the end users that benefit from the Project.
- 2.5 Chronically Homeless.** “Chronically Homeless” means an individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last 3 years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least 7 nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven. This definition is per the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH): Defining “Chronically Homeless” Final Rule for 24 CFR Parts 91 and 578, published December 4, 2015, and defers to any updates to the Final Rule.
- 2.6 Continuum of Care.** “Continuum of Care” means a regional or local planning body that coordinates a strategic system of housing and services for homeless families and individuals within a defined geographic area.
- 2.7 Coordinated Entry.** “Coordinated Entry” means is a regional, client-centered process that enables communities to assess and identify the housing and support needs of individuals experiencing homelessness. Coordinated Entry Systems also match the right level of service and housing intervention as quickly and efficiently as possible, while being respectful of client choice and local providers.
- 2.8 DOH.** “DOH” means the Colorado Department of Local Affairs, Division of Housing.
- 2.9 Extremely Low Income.** “Extremely Low Income” means a household whose income is at or below 30% of Area Median Income as determined by HUD.
- 2.10 Harm Reduction.** “Harm Reduction” means a set of practical approaches aimed to reduce the harm associated with substance use rather than on the prevention of substance use itself. Harm reduction approaches recognize that individuals can be at different stages of recovery and that effective interventions should be individually tailored to each individual’s stage. Such strategies have been effective in reducing morbidity and mortality for such individuals by incorporating strategies from safer use, to managed use, to abstinence. Individuals are allowed to make choices about use and treatment, and regardless of the choices, are not treated adversely, housing status is not threatened, and help continues to be available.
- 2.11 Homeless Management Information System (HMIS).** “Homeless Management Information System” is a local information technology system used to collect client-level

data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

- 2.12 Housing Focused with Services.** “Housing Focused with Services” is a homeless assistance approach that prioritizes providing non-time limited housing to people experiencing homelessness, thus ending their homelessness. It serves as a platform from which individuals can pursue personal goals and improve quality of life. This approach is guided by the belief that people need basic necessities, such as food and housing before attending to other goals of self-sufficiency, such as employment, budgeting, substance use treatment.
- 2.13 Housing Quality Standards (HQS).** “HQS” are the minimum quality standards for rental assistance programs to ensure the housing unit is safe, decent, and sanitary. HQS are required both at initial occupancy and during the duration of housing assistance.
- 2.14 Household.** “Household” means an extremely low-income individual or head of household over the age of 18 who requires long-term supportive services in order to maintain stable housing; is experiencing homelessness or would be upon discharge/release; and has a disabling condition, disabilities, or special needs, such as those with a behavioral health condition, as verified by a knowledgeable professional. Further eligibility criteria for households in this program are dictated in the DOH-approved Tenant or Participant Selection Plan.
- 2.15 HUD.** “HUD” is the United States Department of Housing and Urban Development.
- 2.16 Indirect Costs.** “Indirect Costs” means those costs that have been incurred for shared or joint objectives and cannot be readily identified with any particular activity. After direct costs have been determined and assigned directly to the grant award, or other work as appropriate, indirect costs are those that remain to be allocated. Examples include: office rent, utility, insurance, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; and purchases, transportation, and staff expenses that benefit multiple program areas. Further guidance on indirect costs is provided in 2 CFR Part 200, Subpart E.
- 2.17 Lacking Housing or Homeless.** “Lacking Housing” or “Homeless” refers to a household that is living unsheltered, in a place not meant for human habitation or in a homeless shelter, or is at risk of losing their housing within 14 days. Homelessness is defined as living in a place not meant for human habitation, in emergency shelter, in temporary

housing (e.g. - safe haven, transitional housing, bridge housing, or rapid rehousing), or exiting an institution where the person temporarily resided.

- 2.18 Other Funds.** “Other Funds” means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.
- 2.19 Project Close-Out Date.** “Project Close-Out Date” shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.
- 2.20 Public Housing Authority.** “Public Housing Authority,” also called “Public Housing Agency” or “PHA,” means an entity established under the U.S. Housing Act of 1937 tasked with providing decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. The Department of Local Affairs, Division of Housing is one of more than 3,300 PHAs across the United States responsible for administering and maintaining Public Housing programs in partnership with the U.S. Department of Housing and Urban Development, including the Housing Choice Voucher program and State Housing Voucher program.
- 2.21 Recovery-Oriented Housing (ROH or ROHP).** “Recovery-Oriented Housing,” also called Recovery Housing, is a housing model which uses substance use-specific services, peer support, and physical design features to support individuals and families on a particular path to recovery from addiction, typically emphasizing abstinence.
- 2.22 Rental Assistance.** “Rental Assistance” means Housing Assistance Payments (HAP) paid on behalf of households by a Public Housing Authority (PHA) directly to property owners/landlords. Rental Assistance is non-time limited and units must meet HQS standards before rental assistance payments can be made. Rental Assistance must follow the PHA’s Voucher Administrative Plan policies, procedures and regulations.
- 2.23 SAMHSA.** “SAMHSA” means the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration.
- 2.24 Serious Mental Illness (“SMI”).** “Serious Mental Illness (“SMI”)” is when individuals over the age of 18 experience a mental, behavioral, or emotional disorder resulting in serious functional impairment, which substantially interferes with or limits one or more major life activities, such as basic daily living (for example, eating or dressing); instrumental living (for example, taking prescribed medications or getting around the community); or participating in a family, school, or workplace.
- 2.25 State Housing Voucher (SHV).** “State Housing Voucher” means a tenant or project-based voucher provided through DOH state-funded sources. SHVs provide rental and

security deposit assistance to assist eligible households in leasing safe, decent, and affordable rental housing.

2.26 Substantial Completion. “Substantial Completion” means that Grantee has achieved the milestones and targets identified in §3.2 of this **Exhibit B** and served the Households identified in §1.1 of this **Exhibit B**.

2.27 Supportive Housing. “Supportive Housing,” also known as Permanent Supportive Housing (PSH), means decent, safe, affordable, community-based housing that provides tenants with the rights of tenancy, Tenancy Support Services, and links to other intensive supportive services using best practices, particularly the Housing Focused with Services model, as well as Harm Reduction and Trauma-informed approaches. Supportive Housing is designed to allow tenants to live as independently as possible.

2.28 Tenancy Support Services (TSS). “Tenancy Support Services” or “TSS” means the eligible activity as defined by 24 CFR 578.53 that include the eligible costs of Supportive Services that address the needs of HOME-ARP participants.

2.29 Trauma-Informed Care. “Trauma-Informed Care” is an approach to the delivery of behavioral health services that includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through a cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events. A trauma-informed approach realizes the widespread impact of trauma; understands potential paths for healing; integrates knowledge of trauma into policies and practices; and seeks to actively prevent re-traumatization.

2.30 Voucher Administrator. “Voucher Administrator” means the Agency contracted to administer Rental Assistance Vouchers in accordance with an Administrative Plan.

3. DELIVERABLES.

3.1 Outcome. Project Completion in accordance with the Grantee’s grant application, the Performance Measures set forth below, and the other terms and conditions of this Grant Agreement.

3.2 Performance Measures. Grantee shall comply with the following Milestones and Target Dates:

Milestone/Grantee shall:	Target Date:
Expend 20% of total Grant Funds (\$72,000.00)	September 30, 2026
Expend 40% of total Grant Funds (\$72,000.00)	September 30, 2027
Expend 60% of total Grant Funds (\$72,000.00)	September 30, 2028
Expend 80% of total Grant Funds (\$72,000.00)	September 30, 2029
Expend 100% of total Grant Funds (\$72,000.00)	September 30, 2030
Submit Quarterly Status Report	Per §7.3.1
Submit Annual Performance Report	Per §7.3.2
Submit Project Completion Reporting	Per §7.3.3

3.3 Performance Measures. Grantee shall comply with the following Benchmarks and such measures as shall be assigned by DOH in the Neighborly system or other system that may replace Neighborly.

- 3.3.1 Benchmark A.** Secure successful permanent housing as quickly as possible for participants.
- 3.3.2 Benchmark B.** Reduce recidivism to homelessness, incarceration, or hospitalization.
- 3.3.3 Benchmark C.** Increase stability of project participants.

4. KEY PERSONNEL.

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

Mandy Shreve, Director of Homeless Solutions
 1000 10th St, Greeley CO 80631
mandy.shreve@greeleygov.com

- 4.2 Other Key Personnel.** Emma Carroll, Business Analyst, Emma.carroll@greeleygov.com; Staci Moffatt, Compliance Officer, staci.moffatt@greeleygov.com; Jenna Montoya, Operations Specialist, jenna.montoya@greeleygov.com

- 4.3 DOH Supportive Housing Specialist.** Caitlin Lovett, Caitlin.lovett@state.co.us; Sydney Stantz, sydnye.stantz@state.co.us

- 4.4 Replacement Personnel.** If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with §14 of the main body of the Agreement, with a copy to the DOH Program Manager and DOH Supportive Housing Specialist. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING.

The amount of funding provided by the State is limited to the Agreement Maximum Amount shown on the Cover Page of the Grant Agreement and is shown in the table in §5.2.1 as “Grant Funds (DOLA)”. The Grant Funds shall be used for activities shown in table in §5.2.3.

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

5.2 Project Budget.

5.2.1 Sources.

Source	Amount
Grant Funds (DOLA)	\$360,000.00
Matching Funds (Medicaid, Local Supportive Services)	\$738,991.00
Total Sources	\$1,098,991.00

5.2.2 Uses.

Use	Amount
Tenancy Support Services Delivery	\$360,000.00
Matching eligible expenses	\$738,991.00
Total Uses	\$1,098,991.00

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

Eligible Use	Amount
Tenancy Support Services Delivery	\$360,000.00
Total	\$360,000.00

5.2.4 Pre-Agreement Costs. [Reserved].

5.3 Matching Funds. Grantee shall provide the funds, if any, identified as “Matching Funds” in §5.2.1, above.

5.4 Project Budget Line Item Adjustments.

5.4.1 If the table in §5.2.3 lists more than one Eligible Use, Grantee shall have authority to make adjustments between line items, up to an aggregate of 10% of such line item, without the prior approval of the State. Such authority shall not allow Grantee to transfer to or between administration budget lines (e.g. development fees, overhead and Project delivery). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

5.4.2 Changes to individual line item amounts in excess of 10% require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State may unilaterally execute an Option Letter accepting such request pursuant to §18K of the Grant Agreement.

5.5 Descriptions of Eligible Uses. The following are descriptions of the Eligible Uses listed in §5.2.3.

5.5.1 Tenancy Support Services Delivery.

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

5.5.1.2 Housing Search and Counseling Services, including Lease-up Assistance. Assisting in locating and/or securing suitable housing which meets Housing Quality Standards and be a liaison between the landlord and/or property management and the household. Assisting in the collection and preparation of required documentation for eligibility and/or housing and rental subsidy applications, such as homeless status,

disability, family status, reasonable accommodation, and income verification. Working with DOH Voucher Administrator and property management to complete necessary initial and on-going housing paperwork, including lease negotiations, signing, and other lease-up and recertification documents.

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

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

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

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

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

6. PAYMENT.

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

6.1 Payment Schedule. Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20th (to the extent possible) in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. Grantee shall submit pay requests, using the DOH Expense Log Template, to the DOH Supportive Housing Specialist listed in §4.3. DOH shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment.

Payment	Amount	
Monthly Payments	Up to total	Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs, beneficiary data and all required reports.
Total	\$360,000.00	n/a

6.2 Pay Request Process. Payment requests shall be submitted to DOH Supportive Housing Specialist via the cloud-based program administration platform Neighborly Software. Each request shall include all required/appropriate information and documentation necessary, per guidance provided by DOH, in order for DOH to verify eligibility of expenses.

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

City of Greeley
1000 10th St
Greeley CO 80631

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

6.5 Withholding of Payments. In addition to any other rights that the State has with respect to enforcement of this Agreement, DOH may, at its discretion, withhold its approval of payment requests submitted by Grantee pursuant to §6.1 pending Grantee's submission and DOH's review and approval of any reporting required pursuant to the terms of the main body of the Grant Agreement or this **Exhibit B**.

7. ADMINISTRATIVE REQUIREMENTS.

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

7.1 Accounting. Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in §5.2 above.

7.2 Audit Report. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203, or
email to: dola.audit@state.co.us, and dola_doh_loans@state.co.us and DOH Supportive Housing Specialists

7.3 Reporting. In addition to all reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee as provided in §6 of this **Exhibit B**.

7.3.1 Quarterly Performance Report. Within twenty (20) calendar days of the end of each quarter, Grantee shall submit a quarterly performance report. The quarterly performance report shall be completed using the reporting template which DOH shall provide and shall include reporting on the expected deliverables as described in §3 and §1.4.7 (HMIS) of this **Exhibit B**. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.

7.3.2 Annual Report. Within 30 calendar days after the first twelve months of the grant period and annually thereafter, Grantee shall submit an annual report. In the event that the grant term is shorter or longer than twelve months, Grantee shall use the reporting deadlines provided by the DOH Supportive Housing Specialist. The annual report shall be completed using the reporting template which DOH shall provide and shall include reporting on the expected deliverables as described in §3 and §1.4.7 (HMIS) of this **Exhibit B**. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.

7.3.3 Project Completion Report. Grantee shall submit project completion reporting, including confirmation of Matching Funds expenditures, within fourteen (14) calendar days of receipt of a request by DOLA. If Grantee does not utilize all of the Grant Funds, then DOLA will provide Grantee with a deobligation letter. Grantee shall acknowledge said letter, if applicable, within fourteen (14) calendar days of receipt.

7.4 Monitoring. The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and §§7B and C of the Grant Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

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

END OF EXHIBIT B



Council Agenda Summary

September 2, 2025

Key Staff Contact: Donald Threewitt, Deputy Director of Community Development

Title:

Resolution to approve reallocation of funds for a Small Business Land Use Center (SBLUC) program within the Community Development Department

Summary:

In 2024, Council gave consensus for Community Development to create a program to provide higher service levels for small business owners unfamiliar with the land use process. At the May 27, 2025, Council Work Session, Community Development provided a brief overview of the program, including a program summary, description of applicant eligibility and reimbursable activities. The program created is structured so that eligible businesses can receive a mini-grant to use for engineering, design, and technical assistance services while partnering with the City through the development review process.

Business qualification requirements included location, scale and intent, and qualified businesses submitted applications. These program applications were reviewed by an interdepartmental selection committee, and a technical assistance grant has been recommended for an award. Other applications are currently pending.

This resolution will authorize the Director to spend up to \$25,000 of existing department funds to award grants that meet program criteria. Any unappropriated funds remaining at the end of 2025 will revert to the general fund.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

No Impact: This will be funded from existing budgeted funds; no new appropriation is requested. Beginning in 2026, program continuation will be subject to annual performance and outcomes review, and funding will be subject to annual appropriation. Currently, external grant funding does not exist for this program, but staff will continue to seek external sources of funding.

Legal Issues:

None.

Other issues and Considerations:

None.

Strategic Focus Area:

Business Growth
Community Vitality

High-Performance Government

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 52, 2025
2. May 27, 2025 Staff Presentation: "Community Development Small Business Land Use Center & Grant Program"

CITY OF GREELEY, COLORADO
RESOLUTION NO. _____, 2025

**A RESOLUTION TO APPROVE REALLOCATION OF FUNDS FOR SMALL
BUSINESS LAND USE CENTER PROGRAM**

WHEREAS, THE SMALL BUSINESS LAND USE CENTER has been formed within the Community Development Department to assist certain small businesses with planning and building development review processes; and

WHEREAS, Community Development intends to award micro-grants to applicants to assist with professional design and application preparation in support of this program; and

WHEREAS, the terms and conditions of this micro-grant program have been developed and presented to Council on May 27, 2025.

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

Section 1. The City Council authorizes the Community Development department to reallocate up to \$25,000 from budgeted fiscal year 2025 Community Development Operating Funds to a Small Business Land Use Center micro-grant pilot program. Such funds shall be awarded to qualified applicants for activities prescribed in the Small Business Land Use Center program policy and guidelines. Funds not obligated in FY2025 shall revert to the General Fund on December 31, 2025 consistent with other budgeted and unobligated departmental funds.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



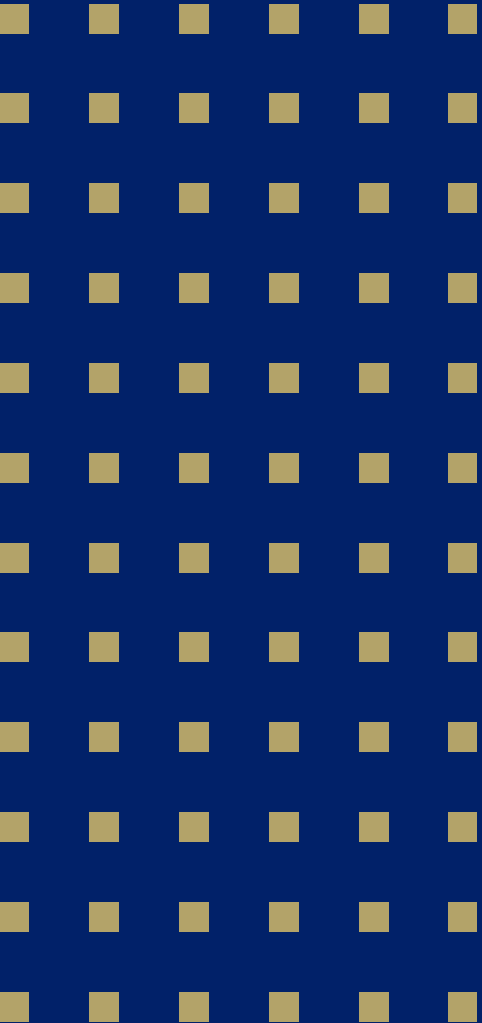
Community Development Small Business Land Use Center & Grant Program

Brian McBroom, Director of Community Development
Don Threewitt, Deputy Director of Community Development
Katelyn Puga, Planner III
Tina Close, P.E. Civil Engineer III
May 2025

Agenda



- **Purpose: Information-only**
- Small Business Challenges and Goals
- Small Business Land Use Center
- Program Qualifications
- Technical Assistance Services
- Grant Awards
- Case Studies
- Program Stages
- The SBLUC Difference

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Challenges and Goals

Development Review for Non-Developers

Challenges

- ✓ Financial costs and burdens for small businesses to hire technical professionals.
- ✓ Limited understanding of the development process for small businesses without development experience.
- ✓ Unanticipated site improvement requirements to meet City code and criteria.
- ✓ Additional costs related to Development Review for small business projects.

Goals and Objectives



Provide accessible and easily understood information



Prepare applicants for application fees and related costs



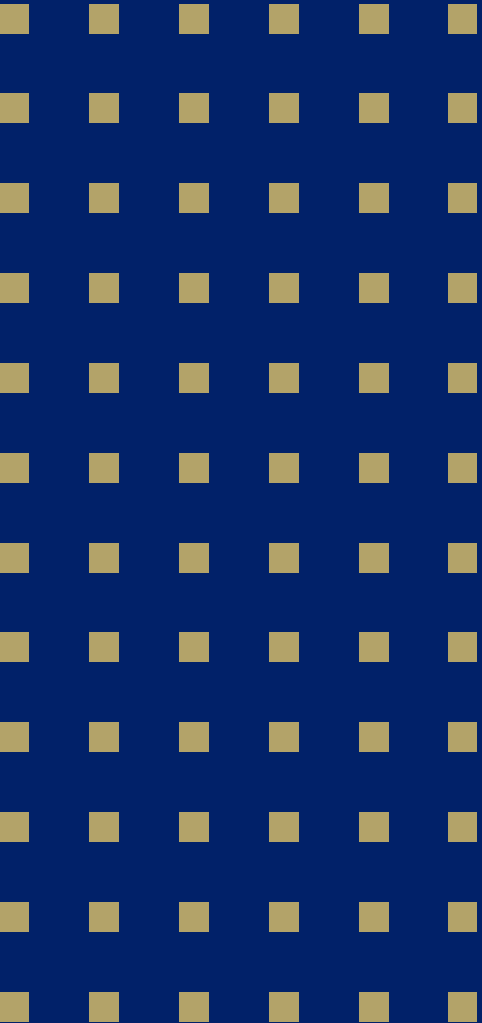
Educate applicants on the importance of hiring a qualified professional



Breaking down barriers through individualized customer service for the Development Review process



Supporting the cost of hiring a professional



Small Business Land Use Center (SBLUC)

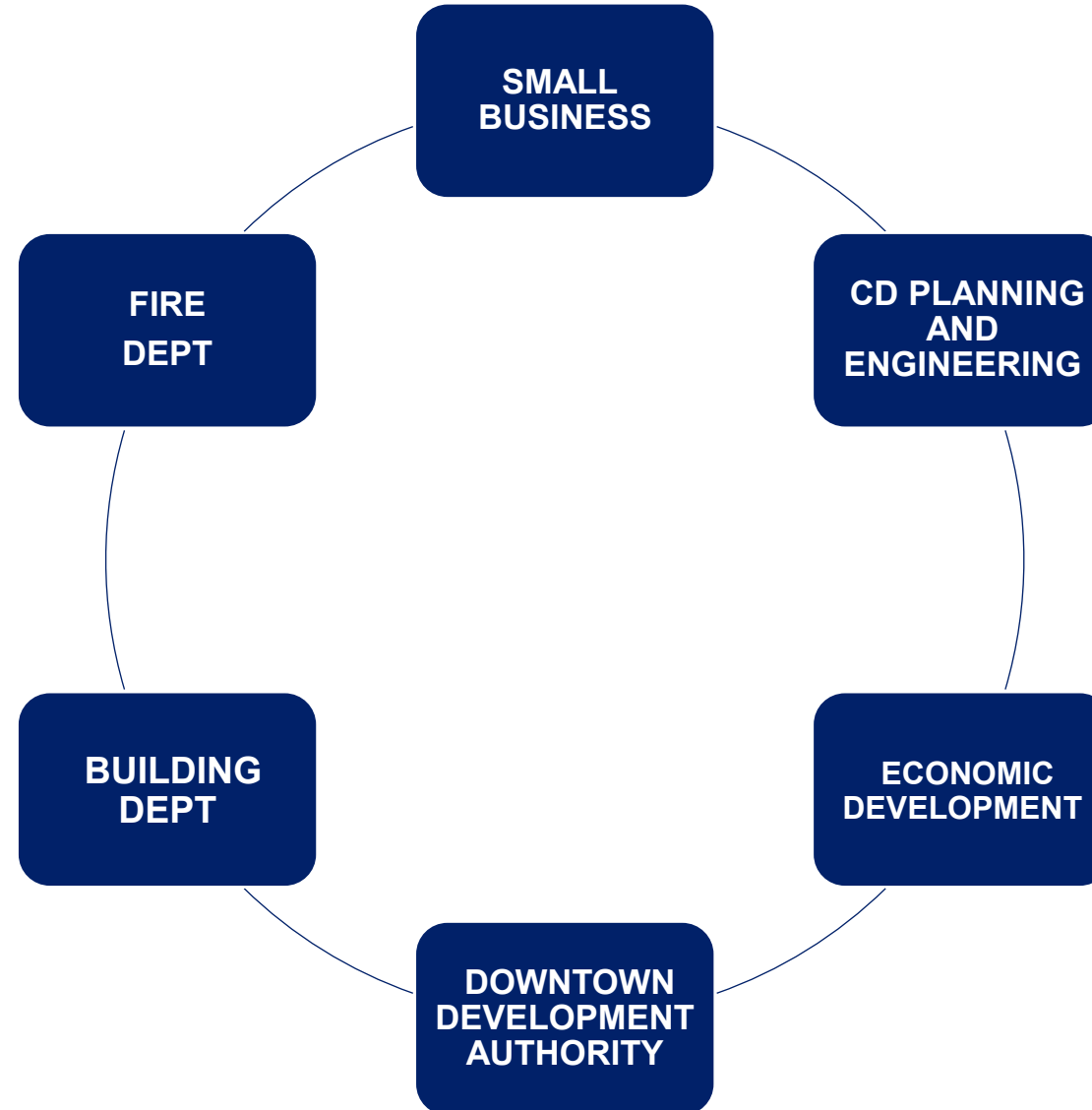
One-Stop Shop Collaboration

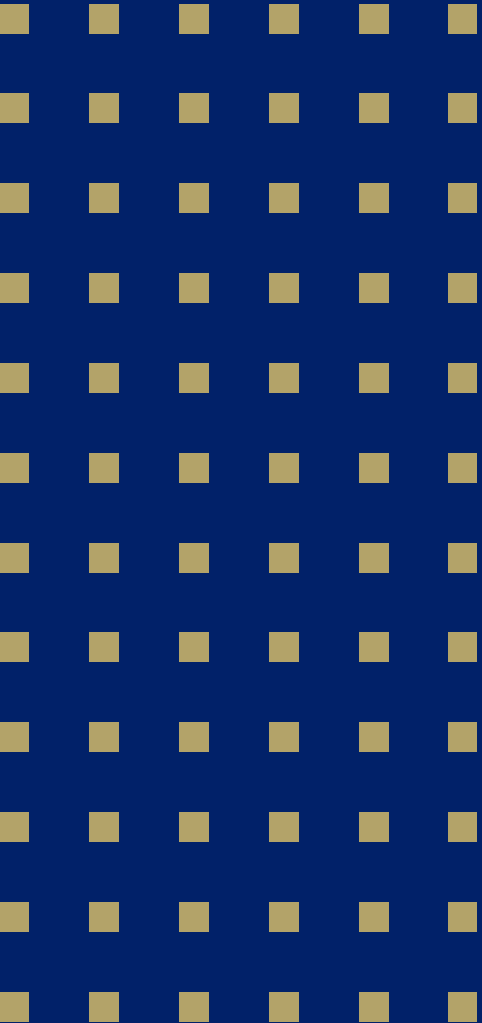
Small Business Land Use Center

Small business land use center would provide applicants a one stop shop:

- ✓ Individualized customer service - Planning and Engineering Review
- ✓ Detailed explanation of the required processes in Development Review
- ✓ Simplified explanation of required improvements by the different City departments
- ✓ Partnership to walk through the development review process to approval

One-Stop Shop Community Partners



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Program Qualifications

Business Qualification Requirements

Business Qualification Requirements

LOCATION

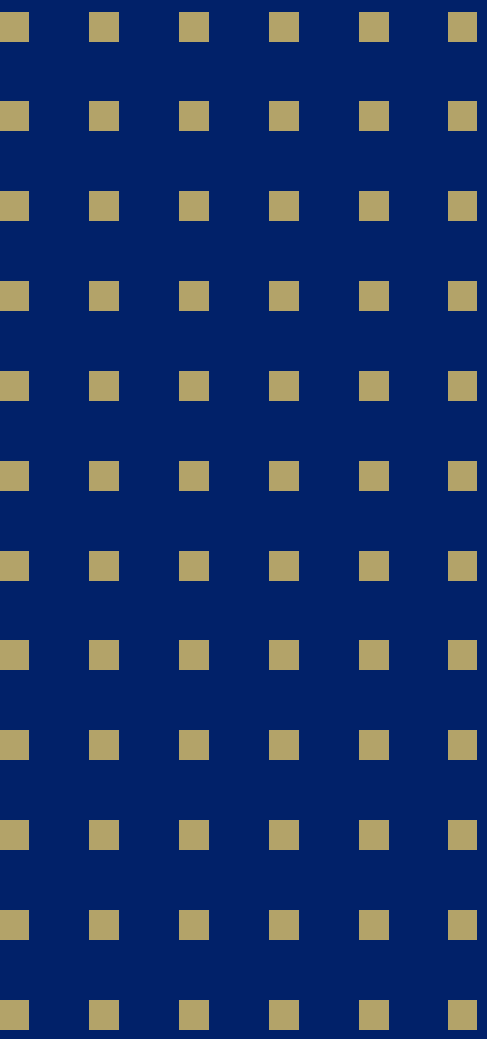
- Must be located within the City of Greeley and demonstrate ownership or lease agreement for property within the City. **Or**,
- Looking to locate in the City of Greeley, with a designated location in mind.

SCALE

- Must be an independently owned business looking to locate in a space under 20,000 square feet, **Or**
- Business has less than 25 employees.

INTENT

- Has a conceptual idea for a project located within the City and intends on submitting a Scoping Review request.

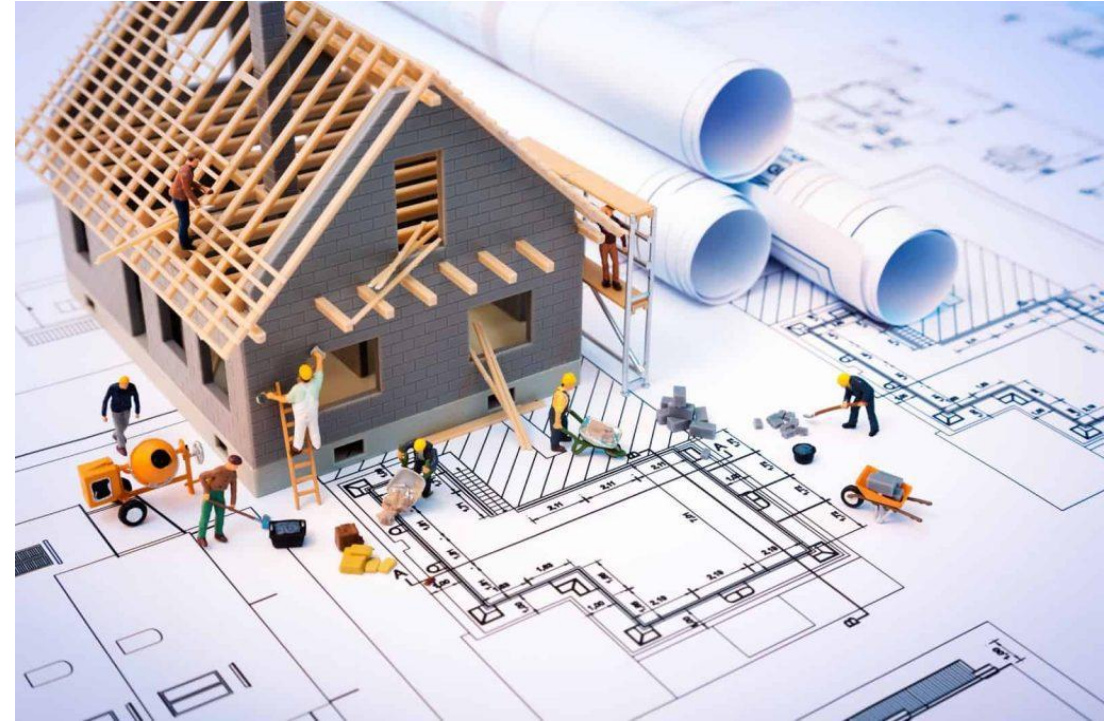
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Technical Assistance Services

Eligible Expenses

Qualified Technical Services

- Project Management
- Site Planning
- Landscape Design
- Civil Engineering
- Surveying
- Lighting Design
- Architecture
- Fire, Environmental, and Hazard Consultations
- Tenant Improvement Technical Services



Grant Awards

Area 1

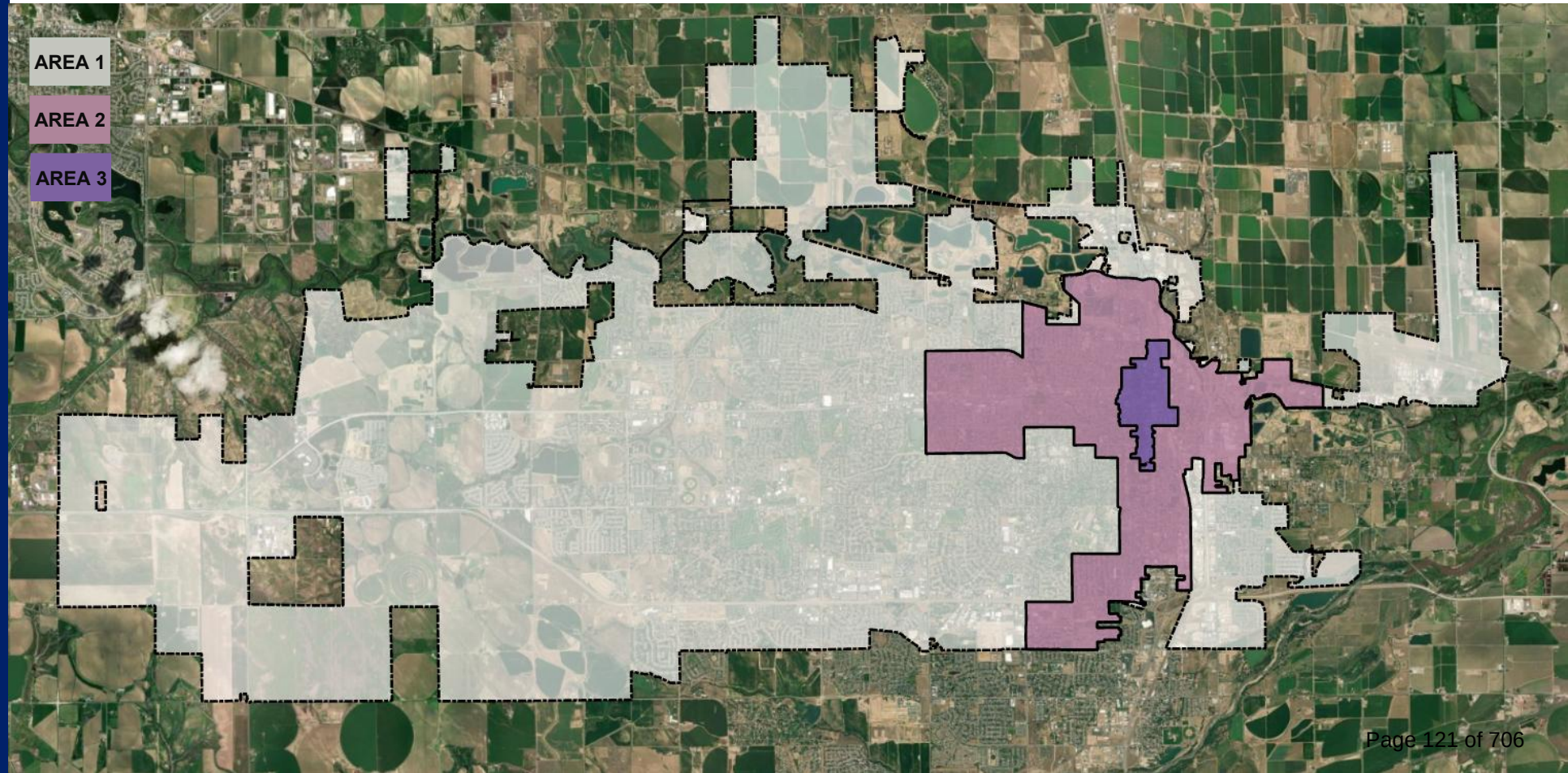
- Downtown District
- \$5,000

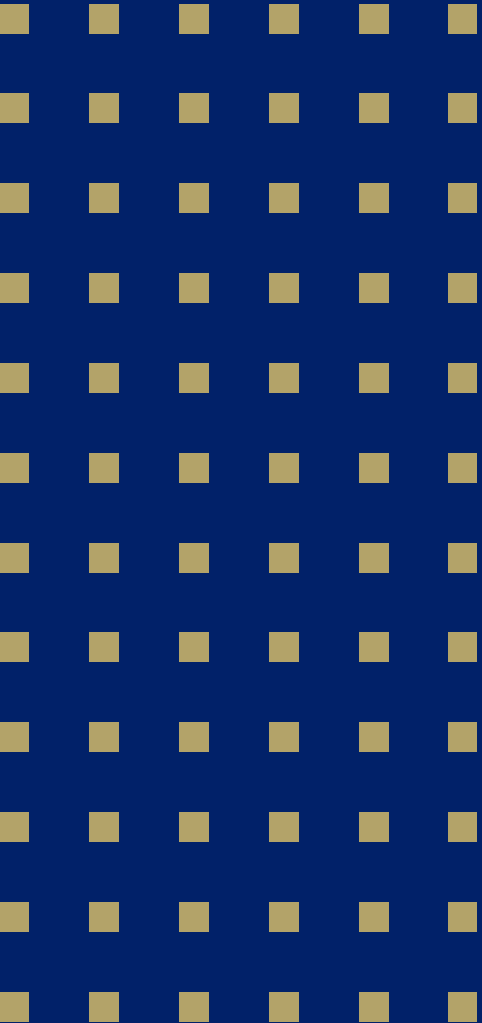
Area 2

- Redevelopment District
- \$4,000

Area 3

- All other property within City limits
- \$3,000



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Case Studies

AREA 1

(Downtown)

A property owner wants to open a new business in a building that requires rehabilitation from a bean factory into an entertainment use in Downtown Greeley. A Site Plan Review is required for the change of use. They need technical drawings for the application.

AREA 2

(Redevelopment)

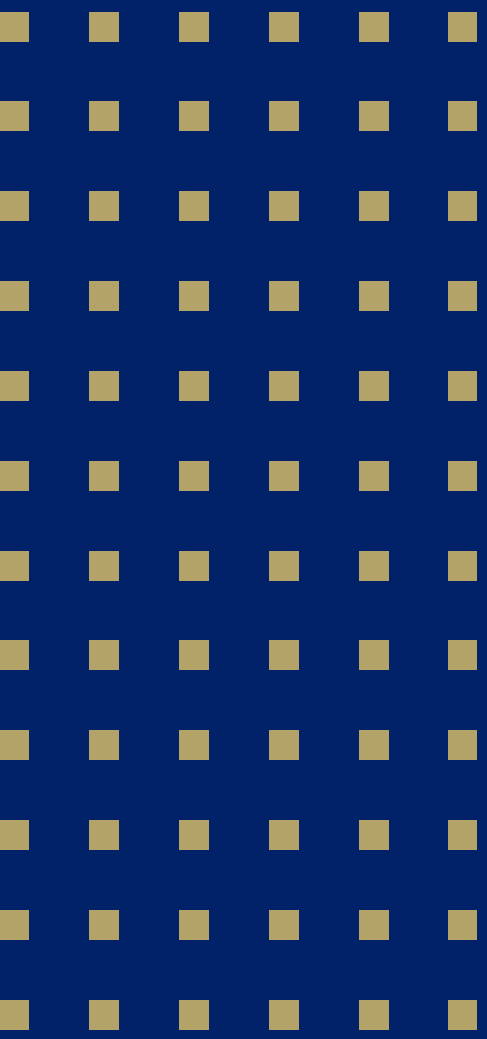
An applicant leased a vacant building north of downtown. They applied for a business license to open a bar, not understanding a Site Plan Review is required for the change of use. The site lies in a flood zone. They need a civil engineer for technical reports and drawings.

AREA 3

(Within City Limits)

An application came in for a dog grooming facility southwest of 59th Avenue and 10th Street. They wanted to make minor changes on the property, not knowing they had a large water main crossing the property. They needed technical design for the improvements, and survey to record an easement.



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Program Stages

Small Business Land Use Center

Program Stages

Eligibility Review

Concept Questionnaire is submitted and is considered for Technical Assistance grant eligibility. Initial meeting with CD Staff is set up.

Concept Plan Review

CD staff will meet with applicant and provide a customized plan with clear direction and feedback on concept plan to set the project up for success.

Grant Award

Candidate is evaluated by team for technical assistance grant eligibility.

Plan Reviews

Plans are submitted to the Development Review process. Grant Awards are distributed after the first submittal review.

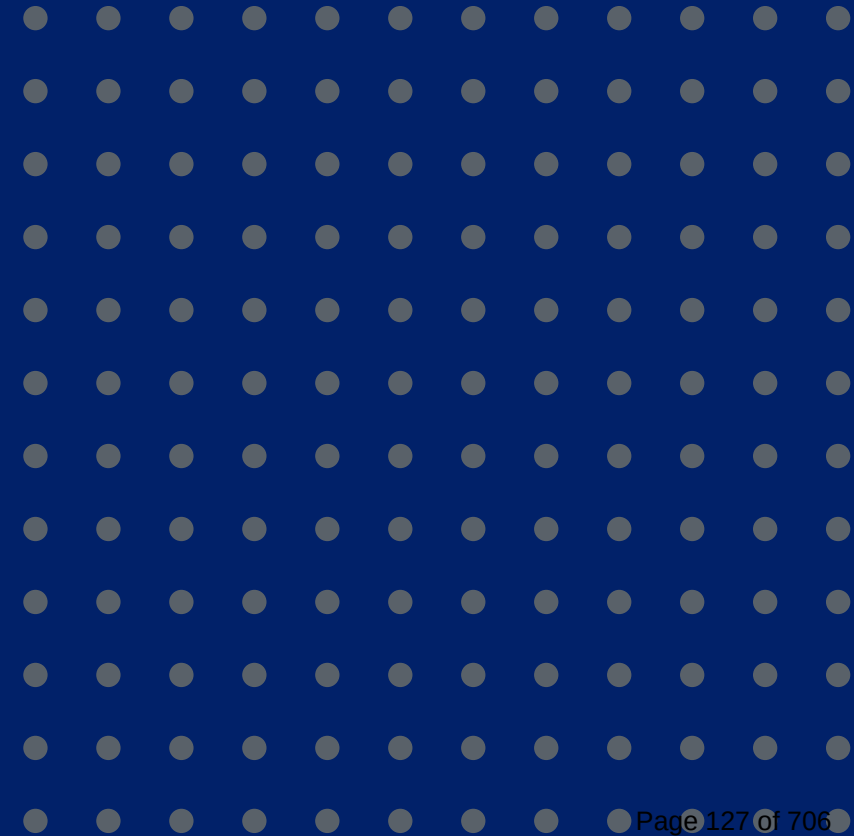
Post-Grant Award

CD staff will continue to work with the applicant through development review approval, the permit process, and construction.

The SBLUC Difference

- ✓ Providing a One-Stop-Shop experience. All areas of expertise in city consulted and coordinated under one process.
- ✓ Specialized customer experience with process resources.
- ✓ Working with a creative and knowledgeable team to approach challenging circumstances with alternative solution options.
- ✓ Grant award opportunity.

Thank you





Council Agenda Summary

September 2, 2025

Key Staff Contact: Paul Trombino, Managing Director

Title:

Resolution authorizing approval of an Airport Improvement Program Grant Agreement and offer from the Federal Aviation Administration ("FAA") to the Greeley-Weld County Airport Authority (Contract No. DOT-FA25NM-1126)

Summary:

The City of Greeley, Weld County, and the Greeley-Weld County Airport submitted a Project Application to the Federal Aviation Administration (FAA) on January 24, 2025, for a grant of Federal funds to support design for taxiways at Greeley-Weld County Airport.

The FAA has approved and allocated \$850,000 in grant funding for the Design of Taxiways E and B. The funds will be deposited directly to the Airport Authority. The City's involvement is limited to co-signing as sponsor, with no financial obligations required.

Fiscal Impact:

If approved, will this item result in no impact on the budget?

No impact - The grant is with the Greeley-Weld County Airport not with the City of Greeley.

Is there grant funding for this item? No

Does this action have potential long-term fiscal implications? No

Legal Issues:

None.

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth

Community Vitality

Infrastructure and Mobility

Quality of Life

Decision Options:

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

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 53, 2025
2. Exhibit A

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2025

A RESOLUTION AUTHORIZING APPROVAL OF AN AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT AND OFFER FROM THE FEDERAL AVIATION ADMINISTRATION (“FAA”) TO THE GREELEY-WELD COUNTY AIRPORT AUTHORITY

WHEREAS, the City of Greeley (“City”), Weld County, and the Greeley-Weld County Airport Authority (“Authority”) have applied for an FAA Airport Improvement Grant (“Grant”); and

WHEREAS, the FAA has offered the Grant in the amount of \$850,000 [AIP Grant Number 3-08-0028-034-2025/Contract No. DOT-FA25NM-1126]; and

WHEREAS, the purpose of the Grant is to **Construct Taxiway E and B (Design Only)** at the airport; and

WHEREAS, Weld County has accepted the Grant effective August 27, 2025; and

WHEREAS, the Authority has accepted the Grant effective August 21, 2025, which will be used for Authority planned improvements and has recommended that the City accept the Grant; and

WHEREAS, the use of the Grant will contribute to the health and safety of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Greeley, Colorado, as follows:

1. The Mayor, on behalf of the City as a sponsor of the Grant, is authorized to sign the Grant agreement attached hereto as Exhibit A approving, ratifying, and adopting the Grant application and agreeing to comply with the Grant’s terms and conditions.
2. The Council grants authorization for the Mayor and City staff to sign the Grant agreement.
3. This Resolution shall become effective immediately upon passage, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ day of _____, 2025.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

August 25, 2025

Mr. Kevin Ross, Board Chair
Greeley-Weld County Airport Authority
P.O. Box 727
Greeley, Colorado 80632

Mr. Perry Buck, Chair
Weld County Commissioners
P.O. Box 758
Greeley, Colorado 80632

The Honorable John Gates, Mayor
City of Greeley
1000 10th Street
Greeley, Colorado 80632

Dear Mr. Ross, Commissioner Buck, and Mayor Gates:

The Grant Offer for the Airport Improvement Program (AIP) Grant Program Project No. 3-08-0028-034-2025 at Greeley-Weld County Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2025**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

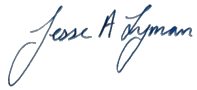
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Joseph Sherrell, (303) 342-1255, joseph.a.sherrell@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in blue ink that reads "Jesse A. Lyman". The signature is written in a cursive style with a large, stylized 'J' and 'L'.

Jesse A. Lyman
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)
FY 2024 SUPPLEMENTAL GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	August 25, 2025	
Airport/Planning Area	Greeley-Weld County Airport	
Supplemental Appropriation Grant Number	3-08-0028-034-2025	[Contract No. DOT-FA25NM-1126]
Unique Entity Identifier	K22DLPCZKJW8	

TO: Greeley-Weld County Airport Authority, County of Weld and City of Greeley, Colorado
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 24, 2025, for a grant of Federal funds for a project at or associated with the Greeley-Weld County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Greeley-Weld County Airport (herein called the "Project") consisting of the following:

Construct Taxiway E and B (Design Only)

which is more fully described in the Project Application.

NOW THEREFORE,

Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq.; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's

adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95)% of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$850,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$850,000 for airport development; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b) and as stated in 49 U.S.C § 47142(b).
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination:**

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with

the information available at the end of 120 days. (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a)(1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 15, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**

- a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts;

- a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this condition;
- i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - . Associated with performance under this Grant; or
 - . Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. *Provision applicable to a recipient other than a private entity.*
- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(a) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions.* For purposes of this Grant award, term:
- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. "Private entity" means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
23. **Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights

and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>
30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:
 - a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and

- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements.**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - 1. additional conditions on the award;
 - 2. consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs; requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - 3. any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12 and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
36. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
38. **Duffy Plaintiff Special Term.** Pursuant to the court's preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jesse A Lyman

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 25, 2025

Attested By:


(Signature of Sponsor's Attestation)

Kent Naughton

(Typed Name of Sponsor's Attestation)

Legal Counsel

(Title of Sponsor's Attestation)

GREELEY-WELD COUNTY AIRPORT AUTHORITY

(Name of Sponsor)



Kevin D. Ross (08/25/2025 11:16:53 MDT)

(Signature of Sponsor's Authorized Official)

By: Kevin D. Ross

(Typed Name of Sponsor's Authorized Official)

Title: Chairman of the Board

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

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I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated _____

COUNTY OF WELD, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated _____

CITY OF GREELEY, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

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ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application,

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the

owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly

and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular

airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, The airport owner or operator maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and each amendment, approve or disapprove the plan and any revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and

sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Greeley-Weld County Airport Authority, County of Weld and City of Greeley, Colorado), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the

contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of January 24, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to

gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline.

- a. An airport owner or operator that made any 100-octane low lead aviation gasoline (100LL) available at such airport, at any time during calendar year 2022, may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the Administrator of the Federal Aviation Administration as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the Administrator.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



Council Agenda Summary

September 2, 2025

Key Staff Contact: Paul Trombino, Managing Director

Title:

Resolution authorizing approval of an Airport Improvement Program Grant Agreement and offer from the Federal Aviation Administration ("FAA") to the Greeley-Weld County Airport Authority (Contract No. DOT-FA25NM-1127)

Summary:

The City of Greeley, Weld County, and the Greeley-Weld County Airport Authority submitted an application for an Airport Improvement Program Grant to the Federal Aviation Administration (FAA) on July 9, 2025, to Rehabilitate the Airport Apron. The FAA approved and allocated \$150,000 in grant funding for the project. City involvement is limited to co-signing as sponsor, with no financial obligations required.

Fiscal Impact:

If approved, will this item result in no impact on the budget?

No Impact: If there is no impact, provide the reason - Grant is between the Greeley-Weld Airport and not the City of Greeley.

Is there grant funding for this item? No

Does this action have potential long-term fiscal implications? No

Legal Issues:

None.

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth

Community Vitality

Infrastructure and Mobility

Quality of Life

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 54, 2025
2. Exhibit A

**THE CITY OF GREELEY, COLORADO
RESOLUTION NO.54, 2025**

**A RESOLUTION AUTHORIZING APPROVAL OF AN AIRPORT IMPROVEMENT
PROGRAM GRANT AGREEMENT AND OFFER FROM THE FEDERAL AVIATION
ADMINISTRATION (“FAA”) TO THE GREELEY-WELD COUNTY AIRPORT
AUTHORITY**

WHEREAS, the City of Greeley (“City”), Weld County, and the Greeley-Weld County Airport Authority (“Authority”) have applied for an FAA Airport Improvement Grant (“Grant”); and

WHEREAS, the FAA has offered the Grant in the amount of \$150,000 [AIP Grant Number 3-08-0028-035-2025/Contract No. DOT-FA25NM-1127]; and

WHEREAS, the purpose of the Grant is to **Rehabilitate Apron (about 8% of Project)** at the airport; and

WHEREAS, Weld County has accepted the Grant effective August 27, 2025; and

WHEREAS, the Authority has accepted the Grant effective August 21, 2025, which will be used for Authority planned improvements and has recommended that the City accept the Grant; and

WHEREAS, the use of the Grant will contribute to the health and safety of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Greeley, Colorado, as follows:

1. The Mayor, on behalf of the City as a sponsor of the Grant, is authorized to sign the Grant agreement attached hereto as Exhibit A approving, ratifying, and adopting the Grant application and agreeing to comply with the Grant’s terms and conditions.
2. The Council grants authorization for the Mayor and City staff to sign the Grant agreement.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ day of _____, 2025.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

August 25, 2025

Mr. John Gates, Board Chair
Greeley-Weld County Airport Authority
P.O. Box 727
Greeley, Colorado 80632

Mr. Kevin Ross, Chair
Weld County Commissioners
P.O. Box 758
Greeley, Colorado 80632

The Honorable John Gates, Mayor
City of Greeley
1000 10th Street
Greeley, Colorado 80632

Dear Mr. Gates, Commissioner Ross, and Mayor Gates:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0028-035-2025 at Greeley-Weld County Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Joseph Sherrell, (303) 342-1255, joseph.a.sherrell@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Jesse A. Lyman
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 25, 2025	
Airport/Planning Area	Greeley-Weld County Airport	
Airport Infrastructure Grant Number	3-08-0028-035-2025	[Contract No. DOT-FA25NM-1127]
Unique Entity Identifier	K22DLPCZKJW8	
TO:	Greeley-Weld County Airport Authority, County of Weld and City of Greeley, Colorado (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)	

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 9, 2025, for a grant of Federal funds for a project at or associated with the Greeley-Weld County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Greeley-Weld County Airport (herein called the "Project") consisting of the following:

Rehabilitate Apron (about 8% of Project)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L.

116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$150,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$150,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 15, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

- a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to

increase the maximum obligation does not apply to the “planning” component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by

the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient’s employees must not engage in:

- i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. *Provisions applicable to a recipient other than a private entity.*
- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

- ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- b. "Private Entity" means:
 - i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.
31. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
 - b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.
32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
33. **National Airspace System Requirements**
- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
 - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
- 34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
- 35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

36. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
37. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

38. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

40. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed

within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

41. **Duffy Plaintiff Special Term.** Pursuant to the court’s preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as “Plaintiff State Entities”), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jesse A Lyman

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

GREELEY-WELD COUNTY AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated _____

COUNTY OF WELD, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated _____

CITY OF GREELEY, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

⁶ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁷ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (**Greeley-Weld County Airport, County of Weld and City of Greeley, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”
- e. Required Contract Provisions.
 - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 9, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



Council Agenda Summary

September 2, 2025

Key Staff Contact: Paul Trombino, Managing Director

Title:

Resolution authorizing approval of an Airport Infrastructure Grant Agreement and offer from the Federal Aviation Administration ("FAA") to the Greeley-Weld County Airport Authority (Contract No. DOT-FA25NM-1128)

Summary:

The City of Greeley, Weld County, and the Greeley-Weld County Airport Authority submitted an application dated July 9, 2025, to the Federal Aviation Administration (FAA) for funding to Rehabilitate the Airport Apron. The FAA approved and allocated \$282,000 in grant funding to Rehabilitate the Airport Apron. City involvement is limited to co-signing as sponsor, with no financial obligations required.

Fiscal Impact:

If approved, will this item result in no impact on the budget? No Impact:

If there is no impact, provide the reason - Grant with Greeley-Weld County Airport, not the City of Greeley.

Is there grant funding for this item? No

Does this action have potential long-term fiscal implications? No

Legal Issues:

None.

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth

Community Vitality

Infrastructure and Mobility

Quality of Life

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 55, 2025
2. Exhibit A

**THE CITY OF GREELEY, COLORADO
RESOLUTION NO. 55, 2025**

**A RESOLUTION AUTHORIZING APPROVAL OF AN AIRPORT INFRASTRUCTURE
GRANT AGREEMENT AND OFFER FROM THE FEDERAL AVIATION
ADMINISTRATION (“FAA”) TO THE GREELEY-WELD COUNTY AIRPORT
AUTHORITY**

WHEREAS, the City of Greeley (“City”), Weld County, and the Greeley-Weld County Airport Authority (“Authority”) have applied for an FAA Airport Infrastructure Grant (“Grant”); and

WHEREAS, the FAA has offered the Grant in the amount of \$282,000 [AIG Grant Number 3-08-0028-036-2025/Contract No. DOT-FA25NM-1128]; and

WHEREAS, the purpose of the Grant is to **Rehabilitate Apron (about 16% of Project)** at the airport; and

WHEREAS, Weld County has accepted the Grant effective August 27, 2025; and

WHEREAS, the Authority has accepted the Grant effective August 21, 2025, which will be used for Authority planned improvements and has recommended that the City accept the Grant; and

WHEREAS, the use of the Grant will contribute to the health and safety of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Greeley, Colorado, as follows:

1. The Mayor, on behalf of the City as a sponsor of the Grant, is authorized to sign the Grant agreement attached hereto as Exhibit A approving, ratifying, and adopting the Grant application and agreeing to comply with the Grant’s terms and conditions.
2. The Council grants authorization for the Mayor and City staff to sign the Grant agreement.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ day of _____, 2025.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

August 25, 2025

Mr. John Gates, Board Chair
Greeley-Weld County Airport Authority
P.O. Box 727
Greeley, Colorado 80632

Mr. Kevin Ross, Chair
Weld County Commissioners
P.O. Box 758
Greeley, Colorado 80632

The Honorable John Gates, Mayor
City of Greeley
1000 10th Street
Greeley, Colorado 80632

Dear Mr. Gates, Chairman Ross, and Mayor Gates:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-08-0028-036-2025 at Greeley-Weld County Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2025**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Joseph Sherrell, (303) 342-1255, joseph.a.sherrell@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Jesse A. Lyman
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	August 25, 2025	
Airport/Planning Area	Greeley-Weld County Airport	
Airport Infrastructure Grant Number	3-08-0028-036-2025	[Contract No. DOT-FA25NM-1128]
Unique Entity Identifier	K22DLPCZKJW8	
TO:	Greeley-Weld County Airport Authority, County of Weld and City of Greeley, Colorado (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)	

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 9, 2025, for a grant of Federal funds for a project at or associated with the Greeley-Weld County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Greeley-Weld County Airport (herein called the "Project") consisting of the following:

Rehabilitate Apron (about 16% of Project)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$282,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$282,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 15, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**

- a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- 1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- 2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts;

- a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
- i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. *Provision applicable to a recipient other than a private entity.*
- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions.* For purposes of this Grant award, term:
- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. "Private entity" means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights

and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>
31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

34. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

36. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
37. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

38. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

40. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In

accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.

41. **Duffy Plaintiff Special Term**. Pursuant to the court’s preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as “Plaintiff State Entities”), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jesse A Lyman

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

GREELEY-WELD COUNTY AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated _____

COUNTY OF WELD, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated _____

CITY OF GREELEY, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021,; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁷ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Greeley-Weld County Airport, County of Weld and City of Greeley, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 9, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



Council Agenda Summary

September 2, 2025

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

Title:

Resolution authorizing the addition of property to the property pool for the Certificate of Participation 2025 Series

Summary:

On May 6, 2025, the City Council approved the issuance of Certificates of Participation by Ordinance No. 15, 2025. This ordinance stipulates that the City Council must determine the real property to be added to the Site Lease and the Lease as Leased Property. The original property pool was approved with Ordinance No. 15, 2025.

The properties to be added are limited to those set forth in the Property Pool unless the City Council adopts a resolution authorizing additional or different real property.

Prior to issuing COPs, title work must be completed for each property subject to the lease. During the due diligence process, it was determined that the parcel on which the Recreation Center and the Union Colony Civic Center (UCCC) are built, is also combined with the Active Adult Center. The Active Adult Center is currently not approved in the list of real property for the Site Lease and the Lease as Leased Property.

Under the authority delegated to the City Manager by Ordinance No. 15, 2025, the Active Adult Center has been identified as a suitable addition to the Property Pool. This addition will allow for the use of the Recreation Center and the Union Colony Civic Center (UCCC) to finance a portion of the Eligible Costs associated with the Certificates of Participation.

The amount of property value is limited to \$115 million and properties beyond this value will not be included in the financing arrangement. The updated property pool is attached to this report. Also attached is the list of properties used for each tranche.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget? No impact

No Impact:

This Council action will add the Active Adult Center to the property pool for the 2025 Certificate of Participation.

Does this action have potential long-term fiscal implications? The Active Adult Center will be a part of the COP, which is a lease agreement whereby the facility will be used as collateral. It is anticipated that the COP will be paid off by January 2027. Once paid off, the facility will no longer be subject to the lease. If the COP is not paid off by the 501c3, the Active Adult Center may be subject to the lease for 10

years or up to 20 years if refinanced.

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

Business Growth
Community Vitality
Infrastructure and Mobility
Quality of Life

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 56, 2025
2. City of Greeley Property List for COP's - Revised for All Tranches

THE CITY OF GREELEY, COLORADO
RESOLUTION NO. 56, 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY
AUTHORIZING CERTAIN ADDITIONAL PROPERTY TO BE USED AS PART OF THE
LEASED PROPERTY UNDER THE SITE LEASE AND THE LEASE APPROVED BY
ORDINANCE NO. 15, 2025**

WHEREAS, the City of Greeley, Colorado (the “City”) is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the City (the “Charter”); and

WHEREAS, the members of the City Council of the City (the “Council”) have been duly elected and qualified; and

WHEREAS, the Council adopted Ordinance No. 15, 2025 on May 6, 2025 (the “Authorizing Ordinance”); and

WHEREAS, pursuant to the Authorizing Ordinance, the Council determined that the Leased Property (as defined in the Authorizing Ordinance) under the Site Lease (as defined in the Authorizing Ordinance) and the Lease (as defined in the Authorizing Ordinance) would consist of properties included in the Property Pool (as defined in the Authorizing Ordinance) identified in Exhibit A to the Authorizing Ordinance; and

WHEREAS, pursuant to Section 4 of the Authorizing Ordinance, the Leased Property is limited to those properties set forth in the Property Pool, unless the Council adopts a resolution authorizing additional or different real property to be added as Leased Property under the Site Lease and the Lease; and

WHEREAS, due to the existence of certain encumbrances on certain properties in the Property Pool which make them not suitable to serve as part of the Leased Property under the Site Lease and the Lease, the Council adopted Resolution No. 49, 2025 determining that the property owned by the City located at 701 10th Avenue, Greeley, Colorado 80631 and the buildings and improvements located thereon (known as the “CPRD/UCCC”) may be added and leased as part of the Leased Property under the Site Lease and the Lease in accordance with the terms of the Authorizing Ordinance; and

WHEREAS, a title search for the CPRD/UCCC revealed that the Active Adult Center is one of the buildings located on the parcel where the CPRD/UCCC is located; and

WHEREAS, because the Active Adult Center is located on the same parcel as the CPRD/UCCC, the Active Adult Center will need to be added as part of the Leased Property if the City Manager determines pursuant to Authorizing Ordinance and Resolution No. 49, 2025 to add the CPRD/UCCC as part of the Leased Property; and

WHEREAS, in order to allow the CPRD/UCCC to be included as part of the Leased Property in accordance with Resolution No. 49, 2025 and Section 4 of the Authorizing Ordinance, the Council

hereby determines pursuant to Section 4 of the Authorizing Ordinance that the Active Adult Center may be added as part of the Leased Property together with the CPRD/UCCC under the Site Lease and the Lease in accordance with the terms of the Authorizing Ordinance and Resolution No. 49, 2025.

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

Section 1. The Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. All action (not inconsistent with the provisions of this resolution) heretofore taken by the City and the officers, employees and agents of the City directed toward leasing the property located at 701 10th Avenue, Greeley, Colorado 80631 and the buildings and improvements located thereon as part of the Leased Property is hereby ratified, approved and confirmed.

Section 3. Pursuant to Section 4 of the Authorizing Ordinance and the Charter, the Council hereby authorizes the Active Adult Center to be added and leased as part of the Leased Property under the Site Lease and the Lease as part of the property owned by the City located at 701 10th Avenue, Greeley, Colorado 80631 and the buildings and improvements located thereon in accordance with the terms of the Authorizing Ordinance and Resolution No. 49, 2025. Notwithstanding anything contained herein to the contrary, nothing in this resolution shall be construed to amend the Authorizing Ordinance; rather, pursuant to Section 4 of the Authorizing Ordinance, the Council has determined to authorize the Active Adult Center to be included as part of the Leased Property under the Site Lease and the Lease.

Section 4. If any section, paragraph, clause or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 5. The resolution shall be in full force and effect upon its passage and approval by the City Council

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF _____ 2025.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____ By: _____

City Clerk

Mayor

Second Revised Exhibit A

Property No.	COG Asset Name	Building Name	Street Address	City	State	Postal Code	Status	Replacement Cost Values
1	020.POLICE DEPARTMENT	2823 West 10th Street Police	2823 West 10th Street	Greeley	Colorado	80634	1st Tranche	16,912,500
2	010.CITY HALL 010.CITY HALL - MAIN FLOOR	1000 10th Street Public Works	1000 10th Street	Greeley	Colorado	80631	Removed	6,523,000
3	070.FIRE STATION #3	150 35th Avenue Fire	150 35th Avenue	Greeley	Colorado	80634	1st Tranche	2,205,000
4	087.FIRE STATION #7	6623 10th Street Fire	6623 West 10th Street	Greeley	Colorado	80634	1st Tranche	1,913,000
5	084.FIRE STATION #5	4700 24th Street Fire	4700 West 24th Street	Greeley	Colorado	80634	1st Tranche	1,722,000
6	015.CITY CENTER NORTH 015.CITY CENTER NORTH 1ST FLOOR 015.CITY CENTER NORTH - 4TH FLOOR	1011 11th Avenue Office	1011 11th Avenue	Greeley	Colorado	80631	Removed	6,064,000
7	539.BUS SHELTERS 540.BUS FACILITY 540.BUS GARAGE 540.BUS OFFICES 540.EQUIP MAINTENANCE SHOPS	1300 A Street Public Works	1300 A Street	Greeley	Colorado	80631	1st Tranche	5,687,512
8	550.CITY SHOPS - NORTH/WEST BLDG 550.EQUIP MAINTENANCE OFFICE/SHOP 550.FIELD SERVICE / SURVEY SHOP 550.PURCHASING OFFICE 550.TRAFFIC SHOP 550.WAREHOUSE 560.BUILDING MAINTENANCE SHOP 560.CITY SHOPS - NORTH/EAST BLDG 560.PARKS NEW SHOP 560.STREET SHOP 580.SIGNAL SHOP	13th Avenue and A Street Public Works	13th Avenue and A Street	Greeley	Colorado	80631	Reserved	2,420,113
9	880.STREET BUILDING - 1203 3RD ST 880.STREET BUILDING - 222 13TH AVE	1203 3rd Street Public Works	1203 3rd Street	Greeley	Colorado	80631	1st Tranche	1,453,000
10	045.PUB SAFETY TRAINING FACILITY	120 35th Avenue	120 35th Avenue	Greeley	Colorado	80634	3rd Tranche	2,426,000
11	510.RODARTE CENTER	920 A Street CPRD	920 A Street	Greeley	Colorado	80631	1st Tranche	3,603,000
12	1100.ICE HAUS	900 8th Avenue CPRD	900 8th Avenue	Greeley	Colorado	80631	1st Tranche	8,801,000
13	021.GREELEY HISTORY MUSEUM	714 8th Street CPRD	714 8th Street	Greeley	Colorado	80631	1st Tranche	6,454,000
14	435.BALSAM POOL 495.BALSAM SPORTS COMPLEX	2401 Balsam Ave CPRD/Balsam Park Complex	2401 Balsam Ave	Greeley	Colorado	80631	3rd Tranche	3,214,000
15	460.HIGHLAND GOLF COURSE 460.HIGHLAND HILLS - CLUBHOUSE 460.HIGHLAND HILLS - MAINTENANCE	2200 Clubhouse Drive CPRD/Highland Hills	2200 Clubhouse Drive	Greeley	Colorado	80634	Reserved	1,700,415
16	470.BOOMERANG - CLUBHOUSE 470.BOOMERANG - MAINTENANCE 470.BOOMERANG GOLF COURSE	7309 W. 4th Street CPRD/Boomerang Golf Course	7309 West 4th Street	Greeley	Colorado	80634	Reserved	1,055,144
17	200.CENTENNIAL PARK	2201 23rd Avenue CPRD/Centennial Park	2201 23rd Avenue	Greeley	Colorado	80634	Reserved	1,493,326
18	860.TRAIN DEPOT	902 7th Avenue Public Works	902 7th Avenue	Greeley	Colorado	80631	Reserved	1,636,262
19	120.CENTENNIAL VILLAGE	1475 A Street CPRD/Centennial Village	1475 A Street	Greeley	Colorado	80631	Reserved	1,562,108
20	1400.FAMILY FUNPLEX 500.TWIN RIVERS SOFTBALL COMPLEX	1501 65th Avenue CPRD/Family Funplex	1501 65th Avenue	Greeley	Colorado	80634	2nd Tranche	13,752,000
21	140.RECREATION CENTER 140.CULTURAL AFFAIRS OFFICE	651 10th Avenue CPRD	651 10th Avenue	Greeley	Colorado	80631	3rd Tranche	22,779,000
22	150.HENSEL PHELPS THEATRE 150.MONFORT CONCERT HALL 150.TWO RIVERS LOUNGE 150.UCCC BOX OFFICE 150.UNION COLONY CIVIC CENTER	701 10th Avenue CPRD/UCCC	701 10th Avenue	Greeley	Colorado	80631	2nd Tranche	24,716,000
23	130.ACTIVE ADULT CENTER	1008 6th Street CPRD	1010 6th Street	Greeley	Colorado	80631	2nd Tranche	TBD

City of Greeley, Colorado
List of Leased Property For All Tranches

Property No.	COG Asset Name	Building Name	Street Address	City	State	Postal Code	Replacement Cost Values
1	021.GREELEY HISTORY MUSEUM	714 8th Street CPRD	714 8th Street	Greeley	Colorado	80631	6,454,000
2	510.RODARTE CENTER	920 A Street CPRD	920 A Street	Greeley	Colorado	80631	3,603,000
3	070.FIRE STATION #3	150 35th Avenue Fire	150 35th Avenue	Greeley	Colorado	80634	2,205,000
4	087.FIRE STATION #7	6623 10th Street Fire	6623 West 10th Street	Greeley	Colorado	80634	1,913,000
5	084.FIRE STATION #5	4700 24th Street Fire	4700 West 24th Street	Greeley	Colorado	80634	1,722,000
6	880.STREET BUILDING - 1203 3RD ST 880.STREET BUILDING - 222 13TH AVE	1203 3rd Street Public Works	1203 3rd Street	Greeley	Colorado	80631	1,453,000
7	020.POLICE DEPARTMENT	2823 West 10th Street Police	2823 West 10th Street	Greeley	Colorado	80634	16,912,500
8	539.BUS SHELTERS 540.BUS FACILITY 540.BUS GARAGE 540.BUS OFFICES 540.EQUIP MAINTENANCE SHOPS	1300 A Street Public Works	1300 A Street	Greeley	Colorado	80631	5,687,512
9	1100.ICE HAUS	900 8th Avenue CPRD	900 8th Avenue	Greeley	Colorado	80631	8,801,000
NBH TOTAL							48,751,012
10	045.PUB SAFETY TRAINING FACILITY	120 35th Avenue	120 35th Avenue	Greeley	Colorado	80634	2,426,000
11	435.BALSAM POOL 495.BALSAM SPORTS COMPLEX	2401 Balsam Ave CPRD/Balsam Park Complex	2401 Balsam Ave	Greeley	Colorado	80631	3,214,000
12	140.RECREATION CENTER 140.CULTURAL AFFAIRS OFFICE	651 10th Avenue CPRD	651 10th Avenue	Greeley	Colorado	80631	22,779,000
Collegiate Peaks TOTAL							28,419,000
13	1400.FAMILY FUNPLEX 500.TWIN RIVERS SOFTBALL COMPLEX	1501 65th Avenue CPRD/Family Funplex	1501 65th Avenue	Greeley	Colorado	80634	13,752,000
14	150.HENSEL PHELPS THEATRE 150.MONFORT CONCERT HALL 150.TWO RIVERS LOUNGE 150.UCCC BOX OFFICE 150.UNION COLONY CIVIC CENTER	701 10th Avenue CPRD/UCCC	701 10th Avenue	Greeley	Colorado	80631	24,716,000
MidWestOne TOTAL							38,468,000
AGGREGATE							115,638,012



Council Agenda Summary

September 2, 2025

Key Staff Contact: Blair Snow, Chief Operating Officer

Title:

Resolution approving an agreement as to the Principal and Primary Terms for Lease Agreement with the Colorado Eagles

Summary:

This item seeks City Council approval of the Principal and Primary Terms for the lease agreement with the Colorado Eagles. Section 6 of the Pre-Development Services and Financing Agreement entered into by the City and Trollco, Inc. (doing business as The Water Valley Company) limits the release of funds for pre-development activities until the parties reach agreement on the principal and primary terms for the arena lease agreement with the Colorado Eagles.

The principal and primary terms include such things as a 40-year lease term; a per-game rent to be paid by the Colorado Eagles for use of the arena; and revenue-sharing provisions related to food and beverage sales, sponsorships, and naming rights. When incorporated into the final agreement, these terms preserve the City's long-term interests in the facility and formalize a partnership intended to promote economic development and community benefit through professional hockey in Greeley.

The parties are in the process of negotiating a comprehensive agreement for the use of the arena by the Eagles, and this agreement will be presented to Council after design work for the arena has been completed.

Fiscal Impact:

The agreement as to the principal and primary terms of the agreement with the Colorado Eagles will allow funds to be released as provided in the Pre-Development Services Agreement.

Legal Issues:

None.

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality
Quality of Life

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 57, 2025 with Exhibit A

CITY OF GREELEY, COLORADO
RESOLUTION NO. 57, 2025

**A RESOLUTION APPROVING AN AGREEMENT AS TO THE PRINCIPAL AND
PRIMARY TERMS FOR A LEASE AGREEMENT WITH THE COLORADO EAGLES**

WHEREAS, the City of Greeley is a home rule municipality and political subdivision of the State of Colorado organized and existing under its home rule charter pursuant to Article XX of the Constitution of the State; and

WHEREAS, the City entered into a Pre-Development Services Agreement (“PDSA”) with Trollco, Inc. d/b/a The Water Valley Company on April 15, 2025 which relates to a public development project located on land owned by Greeley located West of Highway 257 and east of County Road 17 in Weld County, Colorado (the “Project”); and

WHEREAS, as provided in the PDSA the Project will include an arena (“Arena”) and youth hockey facility (“Ice Center”) among other facilities; and

WHEREAS, the PDSA set forth terms for which the Colorado Eagles will enter into a long-term agreement (“Lease”) with Greeley to be the anchor tenant at the Arena; and

WHEREAS, the obligation of Greeley to consider ordinances authorizing the construction of the Project is contingent upon, among other things, the execution of a Lease providing for the use of the Arena and Ice Center by the Colorado Eagles; and

WHEREAS, the Colorado Eagles organization was a signatory to the PDSA evidencing agreement with the terms set forth therein; and

WHEREAS, the City and the Colorado Eagles are actively negotiating a Lease to be finalized prior to construction of the Project; and

WHEREAS, the Parties wish to set forth their agreement as to the principal and primary terms of the Lease to satisfy conditions contained in the PDSA related to the release of funds for pre-development activities; and

WHEREAS, the City Council finds that entering into this agreement setting forth the principal and primary terms of the Lease with the Eagles advances the City's goals for public-private partnerships, economic development, and community recreation.

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

Section 1. The City Council hereby approves the Agreement as to Principal and Primary Terms for a Lease Agreement with the Colorado Eagles attached hereto and incorporated herein as Exhibit A.

Section 2. The City Manager, City Attorney and Chief Financial Officer are hereby authorized to execute the agreement.

Section 3. The City Manager and the City Attorney may make changes to this agreement prior to execution provided that the substance of the agreement remains unchanged.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Exhibit A

AGREEMENT AS TO PRINCIPAL AND PRIMARY TERMS FOR LEASE AGREEMENT WITH THE COLORADO EAGLES

THIS AGREEMENT (“Agreement”) made this ____ day of _____, 2025 (the “Effective Date”), by and between the City of Greeley (“Greeley”) and Soaring Sports Group, LLC d/b/a the Colorado Eagles (“SSG”). Greeley and SSG are collectively referred to in this Agreement as “the Parties.”

RECITALS

WHEREAS, Greeley is a home rule municipality and political subdivision of the State of Colorado organized and existing under its home rule charter pursuant to Article XX of the Constitution of the State; and

WHEREAS, the City entered into a Pre-Development Services Agreement (“PDSA”) with Trollco, Inc. d/b/a The Water Valley Company (“Fee Developer”) on April 15, 2025 which relates to a public development project located on land owned by Greeley located West of Highway 257 and east of County Road 17 in Weld County, Colorado (the “Project”); and

WHEREAS, as provided in the PDSA the Project will include an arena (“Arena”) and youth hockey facility (“Ice Center”) among other facilities; and

WHEREAS, Larimer County Sports, LLC (“LCS”) was granted an American Hockey League (“AHL”) franchise to operate a professional hockey team known as the Colorado Eagles;

WHEREAS, the PDSA set forth terms for which the Colorado Eagles will enter into a long-term agreement styled as a lease, license or use agreement (“Lease”) with Greeley to be the anchor tenant at the Arena; and

WHEREAS, on April 16, 2025, LCS changed their name to SSG by submission of Articles of Amendment to the Colorado Secretary of State; and

WHEREAS, SSG holds the franchise to operate the Colorado Eagles; and

WHEREAS, as detailed in the PDSA the Project will be constructed using bonds that are issued by a conduit borrower; and

WHEREAS, through a competitive procurement process, Greeley has selected Provident Resources Group (“Provident”) to be the conduit borrower; and

WHEREAS, Greeley will issue a ground lease to Provident and Provident will be the owner and operator of the facilities including the Arena and Ice Center during the term of the bond indebtedness; and

WHEREAS, the Arena is scheduled to open on or before July 1, 2028; and

WHEREAS, SSG acknowledges and agrees that the success of the Project is dependent upon the execution of a long-term agreement between SSG, Greeley and Provident providing for the use of the Arena and Ice Center by the Colorado Eagles; and

WHEREAS, the obligation of Greeley to consider ordinances authorizing the construction of the Project is contingent upon, among other things, the execution of a Lease providing for the use of the Arena and Ice Center by the Colorado Eagles; and

WHEREAS, the Parties are actively negotiating a Lease to be finalized prior to construction of the Project; and

WHEREAS, the PDSA provided that the agreement as to the primary and principal terms for the Lease is a condition precedent for the release of funds in excess of \$11,500,000 for the Project; and

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the parties hereby set forth their agreements below.

A. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.

B. Incorporation of PDSA terms. The terms of the PDSA relating to the Lease and terms thereof are incorporated herein by this reference as if fully set forth herein. If there is a conflict between the terms in the PDSA and the terms set forth in this Agreement, this Agreement terms shall control.

C. Incorporation of proforma. The parties have agreed to the proforma attached hereto as Exhibit A and it is incorporated herein by this reference.

D. Termination upon execution of Lease. This Agreement is intended to set forth the principal and primary terms for the Lease. This Agreement shall inform the Parties negotiation of the Lease and shall terminate upon execution of the Lease.

E. Principal and Primary Terms for Lease Agreement. The Parties agree to the following principal and primary terms for the Lease regarding the use of the Arena and Ice Center by SSG.

1. Term. The term of the Lease shall be 40 years beginning August 1, 2028 or the date the Certificate of Occupancy on the Arena is issued, whichever first occurs, and shall expire July 31, 2068, unless sooner terminated as provided for in the Lease.

2. Termination. SSG shall have the option to terminate the Lease if any of the following conditions occur: the Colorado Eagles' affiliation agreement is ended with an NHL Affiliate; the AHL goes out of business, is acquired, or sold; AHL defaults, NHL defaults; and/or a force majeure condition exists.

3. Scheduling. SSG shall be entitled to use the Arena and Ice Center for games, practices, and training camps as more specifically identified below.

- a. Home Games. SSG shall have the exclusive right to use the Arena for all exhibition, pre-season, AHL All-Star games, and regular season home games each season as determined by the AHL. Such use shall generally include exclusive use of the Arena beginning at 10:00 pm the night before each home game and three hours after each home game. However, the Arena operator may in extraordinary cases shorten these hours before or after a home game in order to facilitate other events with at least 30 days' advance notice to SSG.
- b. Playoff Games. The Lease shall entitle SSG to use of the Arena for playoff games as determined by the AHL. Such use shall generally include exclusive use of the Arena beginning at 10:00 pm the night before each home game and three hours after each home game. However, the Arena operator may in extraordinary cases shorten these hours in order to facilitate other events with at least 30 days' advance notice to SSG. SSG will have priority in scheduling playoff games in the Arena.
- c. Practices. SSG will be entitled to use the Arena and the Ice Center for practices beginning one week before the start of the AHL season through the conclusion of the AHL playoffs. SSG will incur no additional cost to conduct the Practices; provided, however, SSG will be responsible for all incremental, out-of-pocket, hard costs incurred by Greeley in accommodating the Practices (including, without limitation, the cost of personnel, security, utilities, maintenance, ice preparation, cleaning, and other services or supplies required specifically for such Practices and not otherwise provided in connection with standard Venue operations).
- d. Training Camps. SSG will be entitled to host training camp in the Arena and Ice Center for up to 20 days per season for no additional cost; provided, however, SSG will be responsible for all incremental, out-of-pocket, hard costs incurred by Greeley in accommodating such Training Camp (including, without limitation, the cost of personnel, security, utilities, maintenance, ice preparation, cleaning, and other services or supplies required specifically for such Training Camp and not otherwise provided in connection with standard Venue operations). Up to 5 days of training camp will be held in the Arena.
- e. The process for scheduling dates for use of the Arena and Ice Center will be further addressed in the Lease.

4. Use Costs.

- a. The gross usage rate will be on a per game basis and will be scaled based on paid attendance for games.
 - i. \$22,000 for each Eagles Game played in the Facilities Area for which the paid attendance is less than 5,000.

- ii. \$20,000 for each Eagles Game played in the Facilities Arena for which the paid attendance is 5,000 or greater.
 - b. The Use Costs shall escalate at a rate of ten percent (10%) upon every fifth anniversary of the term commencement date.
 - c. Upon advancing to the Division Finals, the team will receive a rebate in the amount of \$1/ticket. Upon advancing to the Conference Finals or Finals, the team will receive a rebate in the amount of \$2/ticket.
5. Facility Fee. Greeley will receive a facility management fee of \$2.50 per ticket sold to each Eagles game, such fee shall be collected from the ticket purchaser and no such fee shall be due in connection with any complimentary tickets issued by SSG.
6. Leased Areas. SSG will be entitled to exclusive use of certain areas within the Arena at all times and on all days. These areas will be determined upon completion of the Arena design but shall generally include those areas identified in Paragraph 21 of Exhibit O to the PDSA.
7. Food and Beverage Revenue. SSG will receive 50% of net food and beverage and catering revenue collected by the Arena operator and/or Provident during all home games.
8. Parking Fees; Parking. Net Parking Income will be allocated between the Parties 70% to Greeley and 30% to SSG as provided in the proforma. Greeley will receive a parking fee in an amount equal to \$1.50 per season ticket sold for the applicable season. Greeley and SSG agree to cooperate in connection with the facilitation, coordination, and structure of the model and any fee structure associated with the parking for Eagles games (and related pre-season and exhibition games) at the Arena.
9. Convenience Fee. Greeley will be entitled to impose a per-ticket convenience fee. SSG will be entitled to a 10% share of convenience fees collected by the Arena operator and/or Provident.
10. Naming Rights.
- a. Greeley will be entitled to sell naming rights to the Arena and Ice Center. If naming rights are sold for an amount equal to or less than that set forth in the Proforma, Greeley will pay SSG an amount equal to thirty percent (30%) of the net amounts raised from the sale of naming rights. If naming rights are sold for an amount greater than that set forth in the Proforma, Greeley will pay SSG an additional amount equal to ten percent (10%) of the increment in excess of the sale amount set forth in the Proforma.
 - b. To partially offset the naming rights payment to the team, the team will allow the City to use the advertising/sponsorship inventory otherwise controlled by the team up to a value/amount not to exceed 50% of the amount paid to the

team pursuant to paragraph a (based on the rate card used by the team for third party sponsors).

- c. SSG will have a right of first refusal to sell all party or game day Suites at a rate equal to a 50% discount of the rate offered to the general public.

11. Pouring Rights, Amenity/Space Naming Rights, and Major Marketing/Sponsorship Categories.

- a. SSG will receive 30% of the amounts raised from pouring rights, amenity/space naming rights, and major marketing/sponsorship categories, net of Greeley's expenses.
- b. Greeley will be entitled to use the advertising/sponsorship inventory otherwise controlled by the team up to 100% of the amount paid to the team pursuant to paragraph a (based on the rate card used by the team for third party sponsors).
- c. Greeley and SSG may choose to collaborate on exclusive advertising deals amongst the parties. The division of the net revenue shall be divided based upon each party's rack rate of assets provided to the client as part of the advertising deal. All exclusive advertising deals must be outlined in writing.

12. Premium and Club Seats. Season tickets will be included as part of the Club Seat offering.

13. Suites.

- a. SSG, at no cost to SSG, will receive two large suites for all events held in the Arena. If a non-Eagles event is scheduled for a multi-day run, SSG will be entitled to use the two suites for a maximum of two performances.
- b. SSG, at no cost to SSG, will be entitled to use one bunker suite for all Eagles hockey games, NHL exhibition game, and any AHL All-Star game.
- c. SSG will be entitled to a 20% commission on single-suite sales and annual suite sales initiated by SSG.

14. Event Tickets and Hospitality.

- a. SSG will be authorized to use a hospitality space up to 15 uses per year on all non-Eagles event days. SSG's use shall be at no additional charge, except for staffing, catering and other related operational costs incurred in connection with SSG's use of the hospitality space.
- b. SSG will receive complimentary tickets to non-Eagles Arena events up to a maximum of 20 tickets per event.

15. Retail Pro-Shop Operations. SSG will be exclusively authorized to sell team-branded and AHL/NHL merchandise from a permanent store and at kiosks in the Arena. The permanent store will be authorized to also operate in the event plaza. Prior to the inaugural game of the season, Greeley and SSG shall agree upon a merchandising plan for the sale of AHL/NHL

merchandise throughout the Term, which will include the number and location of merchandise outlets, and whether any other non-Eagles related operating stores will operate on game days.

16. Other Hockey Revenue.

- a. SSG will receive 10% of net event revenue for youth and high school hockey games played inside the Arena.
- b. SSG will receive 50% of net event revenue for any college hockey games played in the Arena.
- c. Greeley shall have the right to host junior, Olympic, or professional ice hockey in the Arena and Ice Center with the prior approval of SSG, which approval shall not be unreasonably withheld.

17. Other Terms.

- a. Provident, at Provident's sole cost, shall cause the Arena to be maintained as provided in the proforma pursuant to plans and specifications agreed upon by Provident and SSG.
- b. SSG shall receive complimentary parking passes to all Eagles/hockey events, provided the number of such complimentary passes shall be further addressed in the Lease.
- c. SSG shall be entitled to prominent signage on the exterior and interior of the Arena, such signage rights and other signage rights to be addressed in the Lease.

F. Miscellaneous terms.

1. No Waiver of Governmental Immunity. Nothing in this Agreement is intended or shall be construed as a waiver by any of the Municipal Entities of the monetary limitations or any other rights, immunities, and protections to which they are entitled as public entities under applicable law, including, without limitation, under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as exists now or is hereafter amended.

2. No General Multiple-Year Fiscal Obligation or Indebtedness by Greeley. Notwithstanding any provision of this Agreement to the contrary, Greeley's obligations in fiscal years after the fiscal year in which this Agreement is executed shall be expressly contingent on the appropriation by of funds sufficient and intended for such purpose in the fiscal year in which the obligation is incurred. Nothing in this Agreement is intended or shall be construed to constitute a general obligation or other indebtedness, or a multiple fiscal year direct or indirect debt or other financial obligation of the City of Greeley, whether under the Constitution and laws of the State of Colorado or the charter and ordinances of the City of Greeley. The determination of whether funds have been appropriated in sufficient amounts and intended for the purposes of this Agreement shall be made in Greeley's sole discretion.

3. Amendment and Waiver. This Agreement may only be amended in a writing duly authorized and executed by the Parties. Any waiver of a term, condition, or potential breach of this Agreement must be made in a writing duly authorized and executed by the waiving party or parties.

4. Assignment. Greeley may assign, delegate or transfer its rights and obligations under this Agreement upon written notice to SSG so long as the assignee affirmatively assumes all obligations under the Lease. SSG may not assign, delegate, or transfer its rights or obligations under this Agreement without the prior written consent of Greeley. The provisions of this Agreement are binding on the Parties and their respective successors and permitted assigns.

5. Third-Party Beneficiaries. This Agreement is entered into between the Parties for the purposes set forth herein. Provident is an intended third-party beneficiary to this Agreement. Any other party that realizes a benefit pursuant to this Agreement shall be deemed an incidental beneficiary only.

6. Governing Law. This Agreement is governed by and shall be construed in accordance with Colorado law, with proper venue in Weld County District Court.

7. Severability. The invalidity or unenforceability of any provision of this Agreement, if found by a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement unless the exclusion of such provision would frustrate the purpose of this Agreement.

8. Cumulative Remedies. The rights, remedies, powers, and privileges provided in this Agreement shall not exclude any other rights, remedies, powers, and privileges to which any party may be entitled by law or in equity.

9. Entire Agreement. This Agreement constitutes the entire agreement among the Parties.

10. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, which when combined shall constitute one and the same agreement. The Parties agree to be bound by electronic signatures.

11. Signatory Authority. The Parties represent that the individuals executing this Agreement below have the authority to bind the party they are signing on behalf of to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Venue Use Agreement as of the Effective Date.

City of Greeley, Colorado

APPROVED AS TO SUBSTANCE:

By: _____
Raymond Lee, City Manager

AVAILABILITY OF FUNDS:

By: _____
Allena Portis, Chief Financial Officer

APPROVED AS TO LEGAL FORM:

By: _____
Stacey Aurzada, City Attorney

Soaring Sports Group, LLC, a Colorado
limited liability company

By: _____
Name: _____
Title: _____

OAK VIEW GROUP
West Side Development Arena and Ice Center
PRO FORMA OPERATING STATEMENT

	Y1 provided 10-17	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y11	Y12	Y13	Y14	Y15	Y16	Y17	Y18	Y19	Y20
Number of Events	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249
Number of Event Days	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249	249
Total Attendance	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234	505,234
Gross Ticket Sales	\$ 17,265,000	\$ 17,265,000	\$ 17,782,950	\$ 18,316,439	\$ 18,865,932	\$ 19,431,910	\$ 20,014,867	\$ 20,615,313	\$ 21,233,772	\$ 21,870,785	\$ 22,526,909	\$ 23,202,716	\$ 23,898,798	\$ 24,615,762	\$ 25,354,235	\$ 26,114,862	\$ 26,898,307	\$ 27,705,257	\$ 28,536,414	\$ 29,392,507	\$ 30,274,282
Gross F & B Sales	\$ 9,508,412	\$ 9,724,412	\$ 10,016,144	\$ 10,316,629	\$ 10,626,128	\$ 10,944,911	\$ 11,273,259	\$ 11,611,456	\$ 11,959,800	\$ 12,318,594	\$ 12,688,152	\$ 13,068,797	\$ 13,460,860	\$ 13,864,686	\$ 14,280,627	\$ 14,709,046	\$ 15,150,317	\$ 15,604,827	\$ 16,072,971	\$ 16,555,160	\$ 17,051,815
Rental Income																					
Rental Income	\$ 2,517,500	\$ 2,337,500	\$ 2,386,025	\$ 2,436,006	\$ 2,487,486	\$ 2,540,511	\$ 2,667,126	\$ 2,723,380	\$ 2,781,321	\$ 2,841,001	\$ 2,902,471	\$ 3,044,985	\$ 3,110,198	\$ 3,177,368	\$ 3,246,553	\$ 3,317,814	\$ 3,478,332	\$ 3,553,933	\$ 3,631,801	\$ 3,712,005	\$ 3,794,616
Event Revenues (Expenses)	\$ (1,737,500)	\$ (1,557,500)	\$ (1,604,225)	\$ (1,652,352)	\$ (1,701,922)	\$ (1,752,980)	\$ (1,805,569)	\$ (1,859,736)	\$ (1,915,529)	\$ (1,972,994)	\$ (2,032,184)	\$ (2,093,150)	\$ (2,155,944)	\$ (2,220,623)	\$ (2,287,241)	\$ (2,355,858)	\$ (2,426,534)	\$ (2,499,330)	\$ (2,574,310)	\$ (2,651,539)	\$ (2,731,086)
Direct Event Income (Net Rent)	\$ 780,000	\$ 780,000	\$ 781,800	\$ 783,654	\$ 785,564	\$ 787,531	\$ 861,556	\$ 863,643	\$ 865,792	\$ 868,006	\$ 870,286	\$ 951,835	\$ 954,254	\$ 956,746	\$ 959,312	\$ 961,955	\$ 1,051,798	\$ 1,054,602	\$ 1,057,491	\$ 1,060,466	\$ 1,063,530
Ancillary Revenue																					
Concessions and Premium Concessions Revenue	\$ 2,563,459	\$ 2,632,067	\$ 2,711,029	\$ 2,792,360	\$ 2,876,130	\$ 2,962,414	\$ 3,051,287	\$ 3,142,825	\$ 3,237,110	\$ 3,334,223	\$ 3,434,250	\$ 3,537,278	\$ 3,643,396	\$ 3,752,698	\$ 3,865,279	\$ 3,981,237	\$ 4,100,674	\$ 4,223,694	\$ 4,350,405	\$ 4,480,917	\$ 4,615,345
Noelities	\$ 159,550	\$ 159,550	\$ 164,336	\$ 169,266	\$ 174,344	\$ 179,574	\$ 184,962	\$ 190,511	\$ 196,226	\$ 202,113	\$ 208,176	\$ 214,421	\$ 220,854	\$ 227,480	\$ 234,304	\$ 241,333	\$ 248,573	\$ 256,030	\$ 263,711	\$ 271,623	\$ 279,771
Ticket Convenience Fees	\$ 1,486,990	\$ 1,564,750	\$ 1,611,692	\$ 1,660,043	\$ 1,709,844	\$ 1,761,139	\$ 1,813,974	\$ 1,868,393	\$ 1,924,445	\$ 1,982,178	\$ 2,041,643	\$ 2,102,893	\$ 2,165,979	\$ 2,230,959	\$ 2,297,888	\$ 2,366,824	\$ 2,437,829	\$ 2,510,964	\$ 2,586,293	\$ 2,663,881	\$ 2,743,798
Facility Surcharge	\$ 1,566,000	\$ 1,566,000	\$ 1,612,980	\$ 1,661,369	\$ 1,711,210	\$ 1,762,547	\$ 1,815,423	\$ 1,869,886	\$ 1,925,982	\$ 1,983,762	\$ 2,043,275	\$ 2,104,573	\$ 2,167,710	\$ 2,232,742	\$ 2,299,724	\$ 2,368,716	\$ 2,439,777	\$ 2,512,970	\$ 2,588,359	\$ 2,666,010	\$ 2,745,990
Parking Revenue	\$ 1,248,057	\$ 1,491,057	\$ 1,535,788	\$ 1,581,862	\$ 1,629,318	\$ 1,678,197	\$ 1,728,543	\$ 1,780,400	\$ 1,833,812	\$ 1,888,826	\$ 1,945,491	\$ 2,003,856	\$ 2,063,971	\$ 2,125,800	\$ 2,189,667	\$ 2,255,357	\$ 2,323,018	\$ 2,392,708	\$ 2,464,490	\$ 2,538,424	\$ 2,614,577
Tenant F & B Sharing	\$ (685,025)	\$ (768,716)	\$ (791,777)	\$ (815,531)	\$ (839,996)	\$ (865,190)	\$ (891,152)	\$ (917,887)	\$ (945,423)	\$ (973,786)	\$ (1,003,000)	\$ (1,033,090)	\$ (1,064,082)	\$ (1,096,005)	\$ (1,128,885)	\$ (1,162,752)	\$ (1,197,634)	\$ (1,233,563)	\$ (1,270,570)	\$ (1,308,687)	\$ (1,347,948)
Promoter Rebate	\$ (1,188,000)	\$ (1,018,000)	\$ (1,048,540)	\$ (1,079,996)	\$ (1,112,396)	\$ (1,145,768)	\$ (1,180,141)	\$ (1,215,545)	\$ (1,252,012)	\$ (1,289,572)	\$ (1,328,259)	\$ (1,368,107)	\$ (1,409,150)	\$ (1,451,425)	\$ (1,494,967)	\$ (1,539,816)	\$ (1,586,011)	\$ (1,633,591)	\$ (1,682,599)	\$ (1,733,077)	\$ (1,785,069)
Total Ancillary Revenue	\$ 5,150,430	\$ 5,626,707	\$ 5,795,508	\$ 5,969,373	\$ 6,148,455	\$ 6,332,908	\$ 6,522,896	\$ 6,718,582	\$ 6,920,140	\$ 7,127,744	\$ 7,341,576	\$ 7,561,824	\$ 7,788,678	\$ 8,022,339	\$ 8,263,009	\$ 8,510,899	\$ 8,766,226	\$ 9,029,213	\$ 9,300,089	\$ 9,579,092	\$ 9,866,465
Total Net Arena Event Revenue	\$ 5,930,430	\$ 6,406,707	\$ 6,577,308	\$ 6,753,027	\$ 6,934,018	\$ 7,120,439	\$ 7,384,452	\$ 7,582,226	\$ 7,785,932	\$ 7,995,750	\$ 8,211,863	\$ 8,513,659	\$ 8,742,932	\$ 8,979,084	\$ 9,222,321	\$ 9,472,855	\$ 9,818,024	\$ 10,083,815	\$ 10,357,580	\$ 10,639,558	\$ 10,929,995
Sponsorships & Premium Seating																					
Naming Rights Revenue	\$ 1,400,000	\$ 1,400,000	\$ 1,442,000	\$ 1,485,260	\$ 1,529,818	\$ 1,575,712	\$ 1,622,984	\$ 1,671,673	\$ 1,721,823	\$ 1,773,478	\$ 1,826,682	\$ 1,881,483	\$ 1,937,927	\$ 1,996,065	\$ 2,055,947	\$ 2,117,626	\$ 2,181,154	\$ 2,246,589	\$ 2,313,987	\$ 2,383,406	\$ 2,454,298
Advertising	\$ 2,625,000	\$ 3,435,000	\$ 3,538,050	\$ 3,644,192	\$ 3,753,517	\$ 3,866,123	\$ 3,982,106	\$ 4,101,570	\$ 4,224,617	\$ 4,351,355	\$ 4,481,896	\$ 4,616,353	\$ 4,754,843	\$ 4,897,489	\$ 5,044,413	\$ 5,195,746	\$ 5,351,618	\$ 5,512,167	\$ 5,677,532	\$ 5,847,858	\$ 6,023,980
Suites & Logo Boxed	\$ 2,479,250	\$ 2,479,250	\$ 2,658,750	\$ 2,756,450	\$ 2,839,144	\$ 2,924,318	\$ 3,012,047	\$ 3,102,409	\$ 3,195,481	\$ 3,291,345	\$ 3,390,086	\$ 3,491,788	\$ 3,596,542	\$ 3,704,438	\$ 3,815,571	\$ 3,930,039	\$ 4,047,940	\$ 4,169,378	\$ 4,294,459	\$ 4,423,293	\$ 4,555,992
Club Seats	\$ 1,768,500	\$ 1,768,500	\$ 1,876,500	\$ 1,954,800	\$ 2,013,444	\$ 2,073,847	\$ 2,136,063	\$ 2,200,145	\$ 2,266,149	\$ 2,334,133	\$ 2,404,157	\$ 2,476,282	\$ 2,550,571	\$ 2,627,088	\$ 2,705,900	\$ 2,787,077	\$ 2,870,690	\$ 2,956,810	\$ 3,045,515	\$ 3,136,880	\$ 3,230,987
Sales Agency Commission	\$ (1,654,550)	\$ (1,816,550)	\$ (1,903,060)	\$ (1,968,140)	\$ (2,027,185)	\$ (2,088,000)	\$ (2,150,640)	\$ (2,215,159)	\$ (2,281,614)	\$ (2,350,062)	\$ (2,420,564)	\$ (2,493,181)	\$ (2,567,977)	\$ (2,645,016)	\$ (2,724,366)	\$ (2,806,097)	\$ (2,890,280)	\$ (2,976,989)	\$ (3,066,298)	\$ (3,158,287)	\$ (3,249,730)
Tennant Share	\$ (1,444,320)	\$ (2,604,720)	\$ (2,737,452)	\$ (2,835,228)	\$ (2,920,285)	\$ (3,007,894)	\$ (3,098,131)	\$ (3,191,074)	\$ (3,286,807)	\$ (3,385,411)	\$ (3,486,973)	\$ (3,591,582)	\$ (3,699,330)	\$ (3,810,310)	\$ (3,924,619)	\$ (4,042,358)	\$ (4,163,628)	\$ (4,288,537)	\$ (4,417,193)	\$ (4,549,709)	\$ (4,686,200)
Other Sponsorship/Premium Fulfillment Costs	\$ (144,115)	\$ (144,115)	\$ (152,774)	\$ (158,455)	\$ (163,209)	\$ (168,105)	\$ (173,149)	\$ (178,343)	\$ (183,693)	\$ (189,204)	\$ (194,880)	\$ (200,727)	\$ (206,748)	\$ (212,951)	\$ (219,339)	\$ (225,920)	\$ (232,697)	\$ (239,678)	\$ (246,868)	\$ (254,274)	\$ (261,903)
Total Sponsorships & Premium Seating	\$ 5,029,765	\$ 4,517,365	\$ 4,722,014	\$ 4,878,877	\$ 5,025,244	\$ 5,176,001	\$ 5,331,281	\$ 5,491,219	\$ 5,655,956	\$ 5,825,635	\$ 6,000,404	\$ 6,180,416	\$ 6,365,828	\$ 6,556,803	\$ 6,753,507	\$ 6,956,113	\$ 7,164,796	\$ 7,379,740	\$ 7,601,132	\$ 7,829,166	\$ 8,064,041
Ice Risk Revenues																					
Hourly practice rental	\$ 1,749,384	\$ 1,749,384	\$ 1,801,866	\$ 1,855,921	\$ 1,911,599	\$ 1,968,947	\$ 2,028,016	\$ 2,088,856	\$ 2,151,522	\$ 2,216,067	\$ 2,282,549	\$ 2,351,026	\$ 2,421,557	\$ 2,494,203	\$ 2,569,029	\$ 2,646,100	\$ 2,725,483	\$ 2,807,248	\$ 2,891,465	\$ 2,978,209	\$ 3,067,555
Leagues	\$ 724,500	\$ 724,500	\$ 746,235	\$ 768,622	\$ 791,681	\$ 815,431	\$ 839,894	\$ 865,091	\$ 891,044	\$ 917,775	\$ 945,308	\$ 973,667	\$ 1,002,877	\$ 1,032,964	\$ 1,063,953	\$ 1,095,871	\$ 1,128,747	\$ 1,162,610	\$ 1,197,488	\$ 1,233,413	\$ 1,270,415
Skating	\$ 208,600	\$ 208,600	\$ 214,858	\$ 221,304	\$ 227,943	\$ 234,781	\$ 241,825	\$ 249,079	\$ 256,552	\$ 264,248	\$ 272,176	\$ 280,341	\$ 288,751	\$ 297,414	\$ 306,336	\$ 315,526	\$ 324,992	\$ 334,742	\$ 344,784	\$ 355,128	\$ 365,781
Concessions and Catering	\$ 60,000	\$ 60,000	\$ 61,800	\$ 63,654	\$ 65,564	\$ 67,531	\$ 69,556	\$ 71,643	\$ 73,792	\$ 76,006	\$ 78,286	\$ 80,635	\$ 83,054	\$ 85,546	\$ 88,112	\$ 90,755	\$ 93,478	\$ 96,282	\$ 99,171	\$ 102,146	\$ 105,210
Ice Rentals	\$ 15,940	\$ 15,940	\$ 16,418	\$ 16,911	\$ 17,418	\$ 17,941	\$ 18,479	\$ 19,033	\$ 19,604	\$ 20,192	\$ 20,798	\$ 21,422	\$ 22,065	\$ 22,727	\$ 23,408	\$ 24,111	\$ 24,834	\$ 25,579	\$ 26,346	\$ 27,137	\$ 27,951
Sharing of Hockey league profit with Eagles		\$ (362,250)	\$ (373,118)	\$ (384,311)	\$ (395,840)	\$ (407,716)															
Interest & Misc. Income	\$ 50,000	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275	\$ 57,964	\$ 59,703	\$ 61,494	\$ 63,339	\$ 65,239	\$ 67,196	\$ 69,212	\$ 71,288	\$ 73,427	\$ 75,629	\$ 77,898	\$ 80,235	\$ 82,642	\$ 85,122	\$ 87,675
Total Net Ice Risk Revenue	\$ 2,808,424	\$ 2,446,174	\$ 2,519,559	\$ 2,595,146	\$ 2,673,000	\$ 2,753,190	\$ 2,835,733	\$ 2,920,405	\$ 3,007,627	\$ 3,097,627	\$ 3,190,356	\$ 3,285,287	\$ 3,382,516	\$ 3,480,141	\$ 3,579,165	\$ 3,679,594	\$ 3,781,427	\$ 3,884,663	\$ 3,989,301	\$ 4,095,344	\$ 4,204,588
TOTAL OPERATING REVENUE	\$ 13,768,619	\$ 13,370,246	\$ 13,818,882	\$ 14,227,051	\$ 14,632,262	\$ 15,049,630	\$ 15,971,466	\$ 16,426,850	\$ 16,895,896	\$ 17,379,013	\$ 17,876,623	\$ 18,468,362	\$ 18,996,276	\$ 19,540,029	\$ 20,100,094	\$ 20,676,960	\$ 21,358,253	\$ 21,970,251	\$ 22,600,609	\$ 23,249,878	\$ 23,918,625
Indirect Operating Expenses																					
Salaries and Benefits	\$ 3,966,047	\$ 3,966,047	\$ 4,085,028	\$ 4,207,579	\$ 4,333,807	\$ 4,463,821	\$ 4,597,736	\$ 4,735,668	\$ 4,877,738	\$ 5,024,070	\$ 5,174,792	\$ 5,330,036	\$ 5,489,937	\$ 5,654,635	\$ 5,824,274	\$ 5,999,002	\$ 6,178,972	\$ 6,364,341	\$ 6,555,271	\$ 6,751,930	\$ 6,954,488
Materials, Supplies, and Services	\$ 2,983,700	\$ 2,962,668	\$ 3,051,548	\$ 3,143,094	\$ 3,237,387	\$ 3,334,509	\$ 3,434,544	\$ 3,537,581	\$ 3,643,708	\$ 3,753,019	\$ 3,865,610	\$ 3,981,578	\$ 4,101,025	\$ 4,224,056	\$ 4,350,778	\$ 4,481,301	\$ 4,615,740	\$ 4,754,212	\$ 4,896,839	\$ 5,043,744	\$ 5,195,056
Base Fee	\$ 350,000	\$ 350,000	\$ 360,500	\$ 371,315	\$ 382,454	\$ 393,928	\$ 405,746	\$ 417,918	\$ 430,456	\$ 443,370	\$ 456,671	\$ 470,371	\$ 484,482	\$ 499,016	\$ 513,987	\$ 529,406	\$ 545,2				



Council Agenda Summary

September 2, 2025

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

Title:

Resolution submitting to the registered electors of the City of Greeley at the coordinated election to be held on November 4, 2025 an initiated ordinance seeking to repeal Ordinance 15, 2025

Summary:

The City Council passed Ordinance 15, 2025 on May 6, 2025. This ordinance authorized the City to finance pre-development services for the design and construction of a new arena, ice center, hotel and water park, as well as supporting public improvements through the execution of Certificates of Participation. The ordinance further authorized the City to execute a site lease agreement, a lease purchase agreement and related amendments in connection with the Certificates of Participation. Pursuant to the ordinance, the aggregate principal amount payable by the City pursuant to the lease cannot exceed \$115,000,000.

On June 18, 2025 Pam Bricker and Dan Wheeler ("Petitioners") submitted a written notice of intent to circulate an initiative petition proposing an ordinance repealing Ordinance 2025-15. The City Clerk prepared and certified a petition form for circulation and designated and fixed a title, submission clause and summary to the petition and provided this to the Petitioners on June 27, 2025. 4586 signatures were required to be gathered on the petition. On August 6, 2025 the City Clerk received the petitions from the Petitioners. On August 13, 2025 the City Clerk issued an Initial Statement of Sufficiency finding that the petition contained 5538 valid signatures.

On August 8, 2025 Leonard Wiest, John DeWitt, Tom Hacker and Zach Bliven (the "Protestors") filed a verified protest with the City Clerk as authorized by Section 2-89 of the Greeley Municipal Code. A hearing on the protest was held on August 26, 2025 before Hearing Officer Karen Goldman. A written determination of whether the petition is sufficient or not sufficient is expected to be received by August 31, 2025. The Petitioners, the Protestors, or the City can appeal the determination of the Hearing Officer to the District Court.

Pursuant to Section 9-2 of the Charter, the Council may either pass the ordinance, without alteration, or place the proposed ordinance on the ballot of the next general City election. This resolution anticipates Council action to place the proposed ordinance on the ballot instead of passing the ordinance.

In the event that the Hearing Officer determines the petition is not sufficient, Council action on this resolution will not be required. If any party files an appeal of the Hearing Officer's determination, Council action on this resolution is suspended until a decision on the appeal is made by the District Court.

Fiscal Impact:

The submission of this ballot measure to the voters will have no fiscal impact since the resolution

contemplates the question being presented to voters at the general municipal election to be held on November 4, 2025. If the initiated ordinance is adopted by the voters, there will be a fiscal impact to the City in an amount to be determined.

Legal Issues:

Article IX of the City's Charter provides registered electors of the City of Greeley the power of initiative to propose an ordinance. If a proposed initiative petition is signed by qualified electors equal in number to 10% of the votes cast in the last general City election, the Council must either pass the ordinance proposed by the initiative, or place the proposed ordinance on the ballot of the next general City election. However, if the Hearing Officer finds the petition to be insufficient, or an appeal of the Hearing Officer's decision is made, no action by City Council is required.

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 58, 2025

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 58, 2025**

**A RESOLUTION SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY
OF GREELEY AT THE COORDINATED ELECTION TO BE HELD ON NOVEMBER
4, 2025 AN INITIATED ORDINANCE SEEKING TO REPEAL ORDINANCE 15, 2025**

WHEREAS, pursuant to Article IX of Greeley’s home rule Charter, the registered electors of the City have the power, known as the initiative, to propose an ordinance and to adopt or reject the same at the polls; and

WHEREAS, an initiative petition proposing an ordinance that would repeal Ordinance 15, 2025 enacted by the City Council on May 6, 2025 has been submitted to the City (the “Initiated Measure”); and

WHEREAS, the Initiated Measure states as follows, in its entirety:

Be it enacted by the People of the City of Greeley:

WHEREAS, the People of the City of Greeley wish to repeal Ordinance 2025-15 titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
GREELEY CONCERNING THE FINANCING OF PRE-
DEVELOPMENT SERVICES FOR THE DESIGN AND
CONSTRUCTION OF A NEW ARENA, ICE CENTER, HOTEL,
AND WATER PARK, AND THE SUPPORTING PUBLIC
IMPROVEMENTS NEEDED IN CONNECTION THEREWITH,
AND APPROVING THE EXECUTION AND DELIVERY BY
THE CITY OF A SITE LEASE AGREEMENT, AND
AMENDMENTS THERETO, AND A LEASE PURCHASE
AGREEMENT, AND AMENDMENTS THERETO, AND
RELATED DOCUMENTS

WHEREAS the Council adopted the ordinance on May 6, 2025;

BE IT ORDAINED BY THE PEOPLE OF GREELEY,
COLORADO:

Section 1. The foregoing recital is incorporated into the Ordinance by reference as findings of fact.

Section 2. Repeal or *[sic]* Ordinance 2025-15. City of Greeley Ordinance 2025-15 is hereby repealed in its entirety.

Section 3. Effective date. This Ordinance shall become effective upon adoption by the people.

WHEREAS, the City Clerk has certified the initiative petition as sufficient for submission of the Initiated Measure to a vote of the people at the next regular City election on November 4, 2025 pursuant to Section 2-88 of the Greeley Municipal Code (“G.M.C.”); and

WHEREAS, pursuant to Section 9-2 of the City’s Charter and Section 2-83(d), G.M.C., the City Council is required to either pass the Initiated Measure within 30 days without alteration, or submit such measure to the qualified electors of the City; and

WHEREAS, on August 8, 2025 a protest was filed with the City Clerk pursuant to Section 2-89, G.M.C. and a hearing was held on the protest on August 26, 2025; and

WHEREAS, pursuant to Section 2-88(f)(2), G.M.C. the City must follow the procedures outlined in Section 2-89, G.M.C. since a protest was filed; and

WHEREAS, Section 2-89, G.M.C. requires a hearing officer, following a hearing, to determine whether the petition was sufficient or insufficient; and

WHEREAS, any party or the City can file an appeal of the hearing officer’s determination as to the sufficiency of the initiative petition, and if an appeal is filed, all proceedings leading to any election upon the initiative petition shall be suspended until final disposition of the appeal pursuant to Section 2-89(d), G.M.C.; and

WHEREAS, the City Council has reviewed the ballot title set by the City Clerk and finds that it fairly and accurately represents the intent of the Initiated Measure; and

WHEREAS, it is the intent of the City to comply with the City’s Charter and Municipal Code in submitting the Initiated Measure to the registered electors of the City on the condition that the Hearing Officer determines the petition is sufficient, and if no appeal is filed in the District Court (the “Conditions”).

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

Section 1. There is hereby submitted to the registered electors of the City of Greeley at the next regular City election to be held on Tuesday, November 4, 2025, the following proposed citizen-initiated ordinance, which has not been altered by the City Council:

Be it enacted by the People of the City of Greeley:

WHEREAS, the People of the City of Greeley wish to repeal Ordinance 2025-15 titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREELEY CONCERNING THE FINANCING OF PRE-DEVELOPMENT SERVICES FOR THE DESIGN AND CONSTRUCTION OF A NEW ARENA, ICE CENTER, HOTEL, AND WATER PARK, AND THE SUPPORTING PUBLIC

IMPROVEMENTS NEEDED IN CONNECTION THEREWITH,
AND APPROVING THE EXECUTION AND DELIVERY BY
THE CITY OF A SITE LEASE AGREEMENT, AND
AMENDMENTS THERETO, AND A LEASE PURCHASE
AGREEMENT, AND AMENDMENTS THERETO, AND
RELATED DOCUMENTS

WHEREAS the Council adopted the ordinance on May 6, 2025;

BE IT ORDAINED BY THE PEOPLE OF GREELEY,
COLORADO:

Section 1. The foregoing recital is incorporated into the Ordinance
by reference as findings of fact.

Section 2. Repeal or Ordinance 2025-15. City of Greeley
Ordinance 2025-15 is hereby repealed in its entirety.

Section 3. Effective date. This Ordinance shall become effective
upon adoption by the people.

Section 2. The City Clerk is hereby authorized and directed to take all action necessary or
appropriate to submit the following question to the registered electors of the City as a ballot issue
at the November 4, 2025 coordinated election, subject to the Conditions. The ballot title for the
ballot issue shall be in substantially the following form:

Shall Ordinance 2025-15 authorizing the City to enter into certificates of
participation to fund pre-development services for the design and
construction of a new arena, ice center, hotel and water park, as well as
related public improvements be repealed?

YES _____
NO _____

Section 3. The Council hereby authorizes and directs the City Clerk to certify such ballot
measures to the Weld County Clerk and Recorder, subject to satisfaction of the Conditions, and
hereby sets and fixes the foregoing as the ballot title by which the ballot issue is to be submitted.

Section 4. In accordance with Section 2-88(f)(2), G.M.C., the Council authorizes and directs the
City Clerk not to certify such ballot measures to the Weld County Clerk and Recorder if the
Hearing Officer, in resolving the protest filed on August 8, 2025, determines that the initiative
petition is not sufficient or the Conditions are not satisfied.

Section 5. As required by Section 2-89(d), G.M.C., in the event an appeal of the hearing officer's
decision is filed in the District Court, the City Council directs all proceedings leading to any
election upon this ballot issue to be suspended until final disposition of the appeal by the District
Court.

Section 6. The City Clerk, or the Council by resolution, may make such changes in the ballot title set forth above as may be necessary or appropriate to conform to applicable law including the order of the hearing officer or any Court.

Section 7. Notice of the election, including submission of the ballot issue, shall be given, and the election shall be held and conducted and the results thereof shall be determined, in conformity with the Uniform Election Code of 1992, the Charter and ordinances of the City, and other applicable provisions of the Constitution and the laws of the State of Colorado.

Section 8. The City hereby exercises its power as a home rule municipality, pursuant to Article XX of the Colorado Constitution, to supersede any and all laws of the State of Colorado which may be in conflict herewith.

Section 9. The invalidity or unenforceability of any provision of this resolution shall in no way affect the validity or enforceability of the remainder of this resolution.

PASSED AND ADOPTED this ____ day of September, 2025.

CITY OF GREELEY, COLORADO

By: _____
Mayor John Gates

[SEAL]
Attest:

By: _____
City Clerk



Council Agenda Summary

September 2, 2025

Key Staff Contact: Brian McBroom, Community Development Director, Katelyn Puga, Planner III

Title:

Introduction and first reading of an ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as the "Schmerge" located generally east of Weld County Road 17 and north of Weld County Road 60 and west of State Highway 257, into the City of Greeley. The subject site is comprised of 219.221 acres. (ANX2025-0002).

Summary:

The property owner, Patriot Energy, LLC and applicant WV Development, LLC have petitioned the City to annex a total of 219.221 acres of unincorporated property. The annexations consist of portions of two parcels: Parcel No. 095704000006 and Parcel No. 095704000031, including a portion of 60-foot right-of-way on the south side of both parcels.

The two parcels included in the annexation applications are unsubdivided in unincorporated Weld County. The subject properties are primarily undeveloped except for oil and gas well sites dispersed throughout the annexation area. The area of annexation is anticipated to develop predominately with single-family residential uses, provided that adequate services can be extended and a master plan is incorporated into any future development.

The site is located within the Long-Range Expected Growth Area (LREGA), and the Land Use Guidance Map designates it as Open Space and Natural Areas - Bluffs. The annexation of this property aligns with the goals of the Imagine Greeley Comprehensive Plan.

The concurrent establishment of zoning request to PUD (PUD2025-0003) anticipates a mix of residential uses for future development outside of the annexation area. The establishment of PUD (Planned Unit Development) zoning as part of the larger Cascadia PUD proposal is being considered. Future development would need to meet the City's Development Code, Imagine Greeley Comprehensive Plan, and Adequate Public Facilities requirements.

The City Attorney's Office has determined the proposal meets the statutory requirements to be considered for annexation, and City Council adopted a resolution on August 5, 2025 setting the public hearing for September 16, 2025.

The annexation application was heard by the Planning Commission on August 26, 2025. The Planning Commission recommended approval of the annexation with a 6-0 vote. Letters regarding the City Council public hearing were mailed to property owners within 1,000 feet, signs were posted on the site, and a public notice was published on the City of Greeley website to comply with city requirements.

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from

potential considerations for emergency response and maintenance of rights-of-way. The current zoning proposal is for a Planned Unit Development (PUD).

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

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 certain date.

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for September 16, 2025

Attachments:

1. Ordinance No. 28, 2025 with Appendix A
2. Resolution No. 40, 2025 with Exhibit A (Petition, Legal Description, Plat)
3. Vicinity and Zoning Map
4. Annexation Site Analysis Map
5. Adjacent Property Owner Boundary Map
6. Project Narrative
7. Planning Commission Summary Report
8. 08.26.2025 Draft Planning Commission Minutes

CITY OF GREELEY, COLORADO
ORDINANCE NO. 28, 2025
CASE NO. ANX2025-0002

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS THE “SCHMERGE,” LOCATED GENERALLY EAST OF WELD COUNTY ROAD 17 AND NORTH OF WELD COUNTY ROAD 60 AND WEST OF STATE HIGHWAY 257, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 219.221 ACRES

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

Section 1. The City Council of Greeley, Colorado, hereby finds that the property, referenced in Section 2 below, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City of Greeley, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 2. The property referenced in this section and legally described in Appendix A is hereby approved for annexation and is annexed to the City of Greeley, Colorado.

Section 3. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the property map and the original annexation ordinance shall be filed with the City Clerk of the City of Greeley, Colorado, and three (3) certified copies of this Ordinance and map of the area annexed shall be filed for recording with the Clerk and Recorder of Weld County, Colorado, within thirty (30) days after the effective date of this Ordinance. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and map of the property annexed with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section.

Section 4. The City Clerk of the City of Greeley, Colorado, shall promptly transmit to the Northern Colorado Water Conservancy District a certified copy of this Ordinance and shall cooperate with the District to annex the subject area into the District's Municipal Subdistrict pursuant to the provisions of Section 37-45-136 (3.6) of the Colorado Revised Statutes.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 28, 2025
CASE NO. ANX2025-0002

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS THE "SCHMERGE," LOCATED GENERALLY EAST OF WELD COUNTY ROAD 17 AND NORTH OF WELD COUNTY ROAD 60 AND WEST OF STATE HIGHWAY 257, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 219.221 ACRES

The SE 1/4 of Section 4, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado;

and

The South 1/2 of the SW 1/4, and the South 1/2 of the NE 1/4 of the SW 1/4 of Section 4, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado;

EXCEPTING THEREFROM the following described tracts of land:

- 1) Considering the West line of the SW 1/4 of said Section 4 as bearing North 05°12'23" East and with all bearings contained herein relative thereto;
Commencing at the SW Corner of said Section 4;
thence along said West line, North 05°12'23" East, 882.37 feet to the True Point of Beginning;
thence continuing along the said West line, North 05°12'23" East, 450.00 feet to a point on the North line of the South ½ of the SW 1/4 of said Section 4;
thence along said North line, South 89°29'34" East, 636.00 feet, to a point on a meander line representing the approximate centerline of a drainage ditch;
thence along said meander line the following courses and distances:
South 58°12'22" West, 84.49 feet;
South 18°54'17" West, 77.16 feet;
South 61°12'33" West, 253.31 feet;
South 49°20'08" West, 196.43 feet;
South 75°05'39" West, 143.84 feet;
South 61°30'16" West, 79.65 feet to the True Point of Beginning;
- 2) Beginning at the SW corner of said Section 4, and considering the South line of the SW 1/4 of said Section 4 to bear South 89°07'32" East, and with all other bearings contained herein relative thereto;
thence South 89°07'32" East along the South line of said SW 1/4, 1580.73 feet;
thence North 42°34'24" West, 1173.00 feet to a point on the Southerly existing right-of-way of the Great Western Railroad Company;
thence along said Southerly right-of-way line the following courses and distances:
South 38°57'38" West, 406.00 feet;
Along the arc of a curve to the right having a radius of 1984.86 feet and a chord that bears South 49°03'14" West, 695.70 feet to a point on the West line of the SW 1/4 of said Section 4;
thence leaving said right-of-way line, South 05°12'23" West along said West line, 68.35 feet to the point of beginning;

3) A strip of land 150 feet in width as conveyed to The Northern Construction Company in Warranty Deed recorded December 9, 1907 in Book 271 at Page 68, 75 feet on each side of the centerline of the track of the Great Western Railway, as the same was surveyed and located, said centerline being described as follows:

Beginning at a point on the North line of the SW 1/4 of the SW 1/4 of said Section 4, 408 feet West of the NE Corner thereof;

thence South 39°37' West, a distance of 903 feet to a point of curve to the right, whose radius is 1910.1 feet;

thence along said curve a distance of 624 feet to the West line of said Section 4, crossing said line a point 177 feet North of the SW corner thereof;

4) A strip of land 100 feet in width as conveyed to The Northern Construction Company in Warranty Deed recorded December 9, 1907 in Book 271 at Page 68, 50 feet on each side of the centerline of the track of the Great Western Railway, as the same was surveyed and located, said centerline being described as follows:

Beginning at a point on the North line of the NE 1/4 of the SW 1/4 of said Section 4, 612 feet West of the NE Corner thereof;

thence South 49°05' West, a distance of 592 feet, to a point of curve to the left, whose radius is 5729.6 feet;

thence along said curve a distance of 527 feet to the West line of said NE 1/4 of the SW 1/4, crossing said line at a point 537 feet North of the SW Corner thereof;

5) A tract of land conveyed to Randy R. Blackman and Karen E. Burkhart by Warranty Deed recorded September 20, 1991 in Book 1311 as Reception No. 2263754, which tract of land is more particularly described as commencing at the SW Corner of said Section 4, and considering the West line of the SW 1/4 to bear North 05°12'23" East, with all other bearings herein relative thereto;

thence along said West line, North 05°12'23" East, 882.37 feet to the True Point of Beginning, said point being on a meander line representing the approximate centerline of a drainage ditch;

thence along said centerline the following courses and distances:

North 61°30'16" East, 79.65 feet;

North 75°05'39" East, 143.84 feet;

North 49°20'08" East, 196.43 feet;

North 61°12'33" East, 253.31 feet;

North 18°54'17" East, 77.16 feet;

North 58°12'22" East, 84.49 feet to a point on the North line of the SW 1/4 of the SW 1/4 of said Section 4;

thence South 89°29'34" East along said North line, a distance of 336.81 feet to the centerline of the railroad track of the Great Western Railway, said centerline being 408 feet West of the NE Corner of said SW 1/4 of the SW 1/4;

thence Southwesterly along said centerline as follows:

South 39°37' West, 903 feet to a point of curvature;

thence on a curve to the right whose radius is 1910.1 feet, 624 feet to a point on the West line of said Section 4;

thence North 05°12'23" East along said line, 705.37 feet to the point of beginning.

TOGETHER WITH the North 30.00 feet of the Northeast Quarter of Section 9, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado.

Said described parcel of land contains 219.221 Acres, more or less (±).

CITY OF GREELEY, COLORADO

RESOLUTION NO. 40, 2025

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE ANNEXATION LAWS FOR PROPERTY KNOWN AS “SCHMERGE” LOCATED GENERALLY EAST OF WELD COUNTY ROAD 17 AND NORTH OF WELD COUNTY ROAD 60 AND WEST OF STATE HIGHWAY 257, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 219.221 ACRES.

WHEREAS, Patriot Energy, LLC has submitted an annexation petition to the City of Greeley for annexation of property located generally East of Weld County Road 17 and North of Weld County Road 60 and West of State Highway 257, 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. § 31-12-107(1), 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. § 31-12-107(1).
2. The public hearing for consideration of the proposed annexation petition is hereby set for September 16, 2025, 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 5TH DAY OF AUGUST, 2025.

ATTEST:



By: _____

City Clerk

THE CITY OF GREELEY, COLORADO

By: _____

Mayor

Exhibit A – Legal Description

The SE 1/4 of Section 4, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado;

and

The South 1/2 of the SW 1/4, and the South 1/2 of the NE 1/4 of the SW 1/4 of Section 4, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado;

EXCEPTING THEREFROM the following described tracts of land:

- 1) Considering the West line of the SW 1/4 of said Section 4 as bearing North 05°12'23" East and with all bearings contained herein relative thereto;
Commencing at the SW Corner of said Section 4;
thence along said West line, North 05°12'23" East, 882.37 feet to the True Point of Beginning;
thence continuing along the said West line, North 05°12'23" East, 450.00 feet to a point on the North line of the South ½ of the SW 1/4 of said Section 4;
thence along said North line, South 89°29'34" East, 636.00 feet, to a point on a meander line representing the approximate centerline of a drainage ditch;
thence along said meander line the following courses and distances:
South 58°12'22" West, 84.49 feet;
South 18°54'17" West, 77.16 feet;
South 61°12'33" West, 253.31 feet;
South 49°20'08" West, 196.43 feet;
South 75°05'39" West, 143.84 feet;
South 61°30'16" West, 79.65 feet to the True Point of Beginning;
- 2) Beginning at the SW corner of said Section 4, and considering the South line of the SW 1/4 of said Section 4 to bear South 89°07'32" East, and with all other bearings contained herein relative thereto;
thence South 89°07'32" East along the South line of said SW 1/4, 1580.73 feet;
thence North 42°34'24" West, 1173.00 feet to a point on the Southerly existing right-of-way of the Great Western Railroad Company;
thence along said Southerly right-of-way line the following courses and distances:
South 38°57'38" West, 406.00 feet;
Along the arc of a curve to the right having a radius of 1984.86 feet and a chord that bears South 49°03'14" West, 695.70 feet to a point on the West line of the SW 1/4 of said Section 4;
thence leaving said right-of-way line, South 05°12'23" West along said West line, 68.35 feet to the point of beginning;

3) A strip of land 150 feet in width as conveyed to The Northern Construction Company in Warranty Deed recorded December 9, 1907 in Book 271 at Page 68, 75 feet on each side of the centerline of the track of the Great Western Railway, as the same was surveyed and located, said centerline being described as follows:

Beginning at a point on the North line of the SW 1/4 of the SW 1/4 of said Section 4, 408 feet West of the NE Corner thereof;

thence South 39°37' West, a distance of 903 feet to a point of curve to the right, whose radius is 1910.1 feet;

thence along said curve a distance of 624 feet to the West line of said Section 4, crossing said line a point 177 feet North of the SW corner thereof;

4) A strip of land 100 feet in width as conveyed to The Northern Construction Company in Warranty Deed recorded December 9, 1907 in Book 271 at Page 68, 50 feet on each side of the centerline of the track of the Great Western Railway, as the same was surveyed and located, said centerline being described as follows:

Beginning at a point on the North line of the NE 1/4 of the SW 1/4 of said Section 4, 612 feet West of the NE Corner thereof;

thence South 49°05' West, a distance of 592 feet, to a point of curve to the left, whose radius is 5729.6 feet;

thence along said curve a distance of 527 feet to the West line of said NE 1/4 of the SW 1/4, crossing said line at a point 537 feet North of the SW Corner thereof;

5) A tract of land conveyed to Randy R. Blackman and Karen E. Burkhart by Warranty Deed recorded September 20, 1991 in Book 1311 as Reception No. 2263754, which tract of land is more particularly described as commencing at the SW Corner of said Section 4, and considering the West line of the SW 1/4 to bear North 05°12'23" East, with all other bearings herein relative thereto;

thence along said West line, North 05°12'23" East, 882.37 feet to the True Point of Beginning, said point being on a meander line representing the approximate centerline of a drainage ditch;

thence along said centerline the following courses and distances:

North 61°30'16" East, 79.65 feet;

North 75°05'39" East, 143.84 feet;

North 49°20'08" East, 196.43 feet;

North 61°12'33" East, 253.31 feet;

North 18°54'17" East, 77.16 feet;

North 58°12'22" East, 84.49 feet to a point on the North line of the SW 1/4 of the SW 1/4 of said Section 4;

thence South 89°29'34" East along said North line, a distance of 336.81 feet to the centerline of the railroad track of the Great Western Railway, said centerline being 408 feet West of the NE Corner of said SW 1/4 of the SW 1/4;

thence Southwesterly along said centerline as follows:

South 39°37' West, 903 feet to a point of curvature;

thence on a curve to the right whose radius is 1910.1 feet, 624 feet to a point on the West line of said Section 4;
thence North 05°12'23" East along said line, 705.37 feet to the point of beginning.

TOGETHER WITH the North 30.00 feet of the Northeast Quarter of Section 9, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado.

Said described parcel of land contains 219.221 Acres, more or less (±).

PETITION FOR ANNEXATION

Schmerge 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, "Schmerge 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) Mailing Address Date of Signing

PATRIOT ENERGY, LLC
1625 PELICAN LAKES PT STE 201
WINDSOR, CO 80550-6236

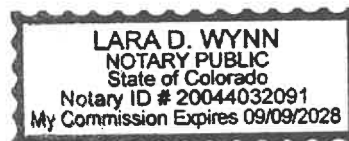
Date of Signing

Subscribed and sworn to before me this 17th day of June, 2025, by
Martin Lind, Manager

Witness my hand and official seal.

My commission expires: 9/9/2028

Lara D. Wynn
Notary Public



Land Owned

Parcels: 095704000031, 095704000006

Please reference attached Exhibit for full legal description

If necessary, attach separate sheet.

EXHIBIT A
LEGAL DESCRIPTION

The SE 1/4 of Section 4, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado;

and

The South 1/2 of the SW 1/4, and the South 1/2 of the NE 1/4 of the SW 1/4 of Section 4, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado;

EXCEPTING THEREFROM the following described tracts of land:

- 1) Considering the West line of the SW 1/4 of said Section 4 as bearing North 05°12'23" East and with all bearings contained herein relative thereto;
Commencing at the SW Corner of said Section 4;
thence along said West line, North 05°12'23" East, 882.37 feet to the True Point of Beginning;
thence continuing along the said West line, North 05°12'23" East, 450.00 feet to a point on the North line of the South ½ of the SW 1/4 of said Section 4;
thence along said North line, South 89°29'34" East, 636.00 feet, to a point on a meander line representing the approximate centerline of a drainage ditch;
thence along said meander line the following courses and distances:
South 58°12'22" West, 84.49 feet;
South 18°54'17" West, 77.16 feet;
South 61°12'33" West, 253.31 feet;
South 49°20'08" West, 196.43 feet;
South 75°05'39" West, 143.84 feet;
South 61°30'16" West, 79.65 feet to the True Point of Beginning;
- 2) Beginning at the SW corner of said Section 4, and considering the South line of the SW 1/4 of said Section 4 to bear South 89°07'32" East, and with all other bearings contained herein relative thereto;
thence South 89°07'32" East along the South line of said SW 1/4, 1580.73 feet;
thence North 42°34'24" West, 1173.00 feet to a point on the Southerly existing right-of-way of the Great Western Railroad Company;
thence along said Southerly right-of-way line the following courses and distances:
South 38°57'38" West, 406.00 feet;
Along the arc of a curve to the right having a radius of 1984.86 feet and a chord that bears South 49°03'14" West, 695.70 feet to a point on the West line of the SW 1/4 of said Section 4;
thence leaving said right-of-way line, South 05°12'23" West along said West line, 68.35 feet to the point of beginning;

3) A strip of land 150 feet in width as conveyed to The Northern Construction Company in Warranty Deed recorded December 9, 1907 in Book 271 at Page 68, 75 feet on each side of the centerline of the track of the Great Western Railway, as the same was surveyed and located, said centerline being described as follows:

Beginning at a point on the North line of the SW 1/4 of the SW 1/4 of said Section 4, 408 feet West of the NE Corner thereof;

thence South 39°37' West, a distance of 903 feet to a point of curve to the right, whose radius is 1910.1 feet;

thence along said curve a distance of 624 feet to the West line of said Section 4, crossing said line a point 177 feet North of the SW corner thereof;

4) A strip of land 100 feet in width as conveyed to The Northern Construction Company in Warranty Deed recorded December 9, 1907 in Book 271 at Page 68, 50 feet on each side of the centerline of the track of the Great Western Railway, as the same was surveyed and located, said centerline being described as follows:

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thence South 49°05' West, a distance of 592 feet, to a point of curve to the left, whose radius is 5729.6 feet;

thence along said curve a distance of 527 feet to the West line of said NE 1/4 of the SW 1/4, crossing said line at a point 537 feet North of the SW Corner thereof;

5) A tract of land conveyed to Randy R. Blackman and Karen E. Burkhart by Warranty Deed recorded September 20, 1991 in Book 1311 as Reception No. 2263754, which tract of land is more particularly described as commencing at the SW Corner of said Section 4, and considering the West line of the SW 1/4 to bear North 05°12'23" East, with all other bearings herein relative thereto;

thence along said West line, North 05°12'23" East, 882.37 feet to the True Point of Beginning, said point being on a meander line representing the approximate centerline of a drainage ditch;

thence along said centerline the following courses and distances:

North 61°30'16" East, 79.65 feet;

North 75°05'39" East, 143.84 feet;

North 49°20'08" East, 196.43 feet;

North 61°12'33" East, 253.31 feet;

North 18°54'17" East, 77.16 feet;

North 58°12'22" East, 84.49 feet to a point on the North line of the SW 1/4 of the SW 1/4 of said Section 4;

thence South 89°29'34" East along said North line, a distance of 336.81 feet to the centerline of the railroad track of the Great Western Railway, said centerline being 408 feet West of the NE Corner of said SW 1/4 of the SW 1/4;

thence Southwesterly along said centerline as follows:

South 39°37' West, 903 feet to a point of curvature;

thence on a curve to the right whose radius is 1910.1 feet, 624 feet to a point on the West line of said Section 4;
thence North 05°12'23" East along said line, 705.37 feet to the point of beginning.

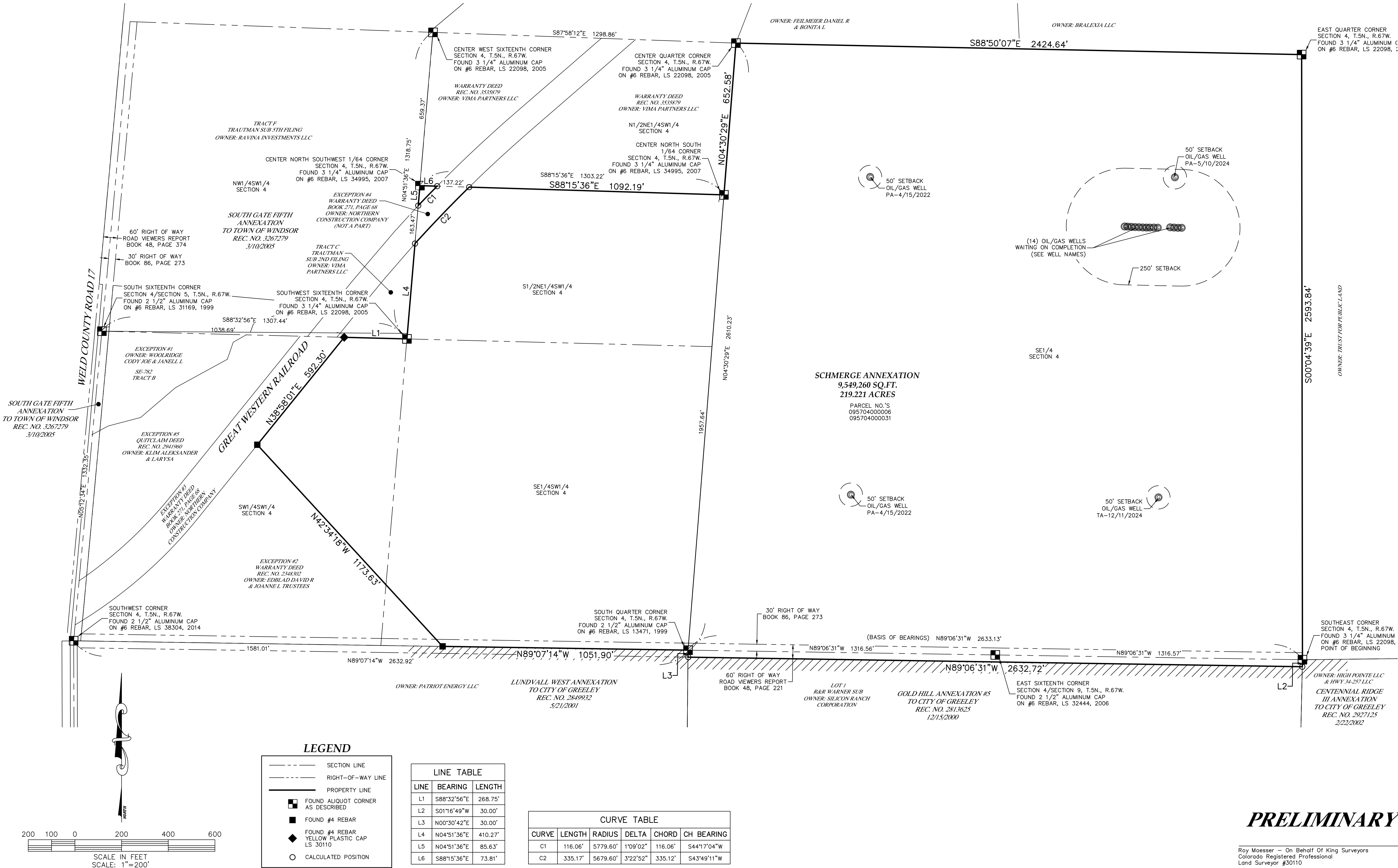
TOGETHER WITH the North 30.00 feet of the Northeast Quarter of Section 9, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado.

Said described parcel of land contains 219.221 Acres, more or less (±).

Situate in the South Half of Section 4 and in the Northeast Quarter of Section 9,
Township 5 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado
219.221 Acres
Project Number ANX2025-0002

SCHMERGE ANNEXATION
TO THE CITY OF GREELEY

Situate in the South Half of Section 4 and in the Northeast Quarter of Section 9,
Township 5 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado
219.221 Acres
Project Number ANX2025-0002



DATE:
8/1/2024

FILE NAME:
20250253ANX

SCALE:
1"=200'

DRAWN BY:
CSK

CHECKED BY:
RM

KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550

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

REVISIONS:

REVISED PER COMMENTS	DATE
CSK	7/11/25
CSK	7/16/25

SCHMERGE ANNEXATION
FOR
PATRIOT ENERGY, LLC

1625 PELICAN LAKES POINT #201
WINDSOR, CO 80550

PROJECT #:

20240306

2

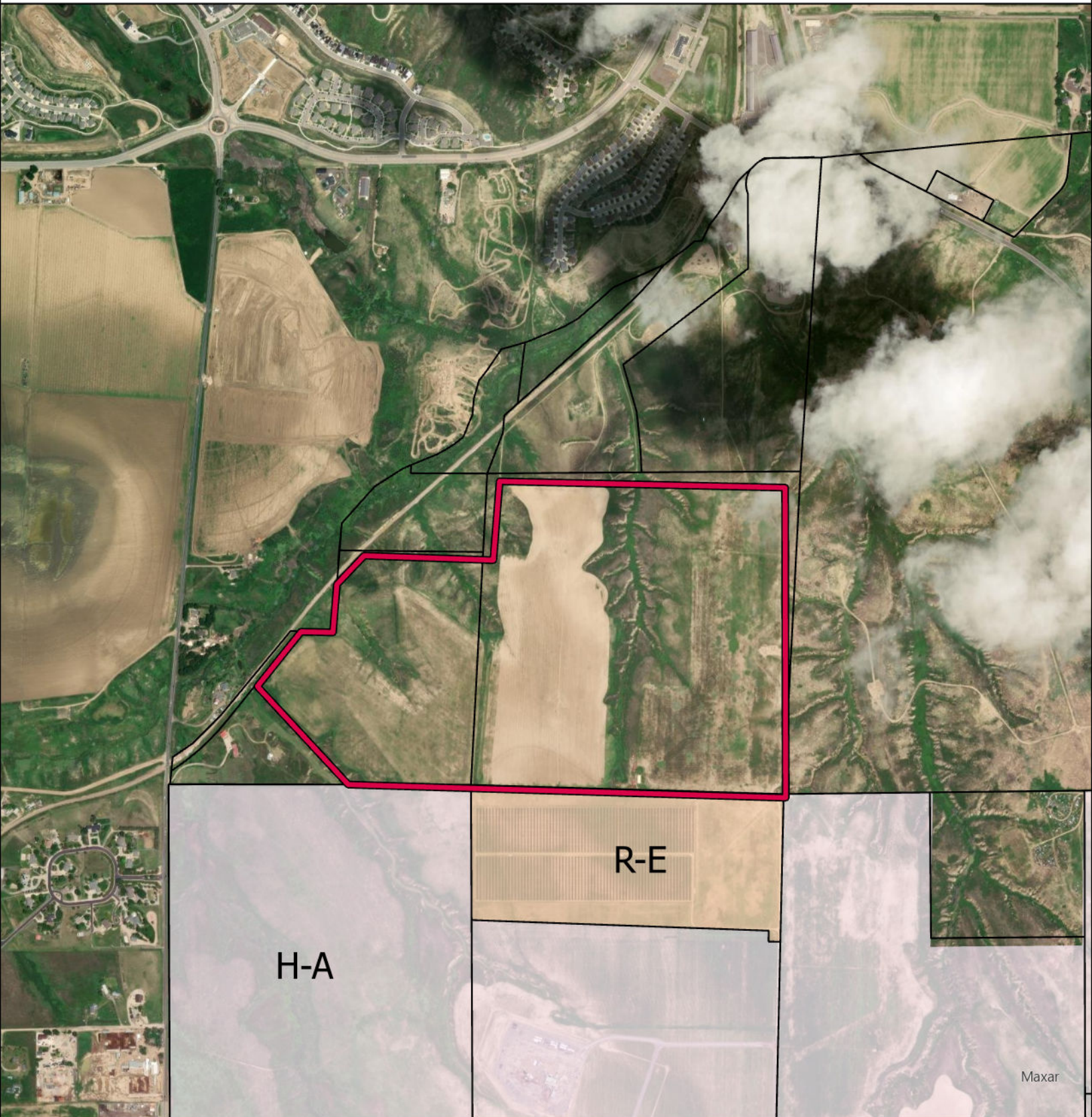
SHEET 2 OF 2

PRELIMINARY

Roy Moesser — On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #30110

Vicinity & Zoning Map - Schmerge Annexation

ANX2025-0002



Legend

Zoning

Holding Agriculture (H-A)

Residential Estate (R-E)

Schmerge Annexation

Greeley Parcels



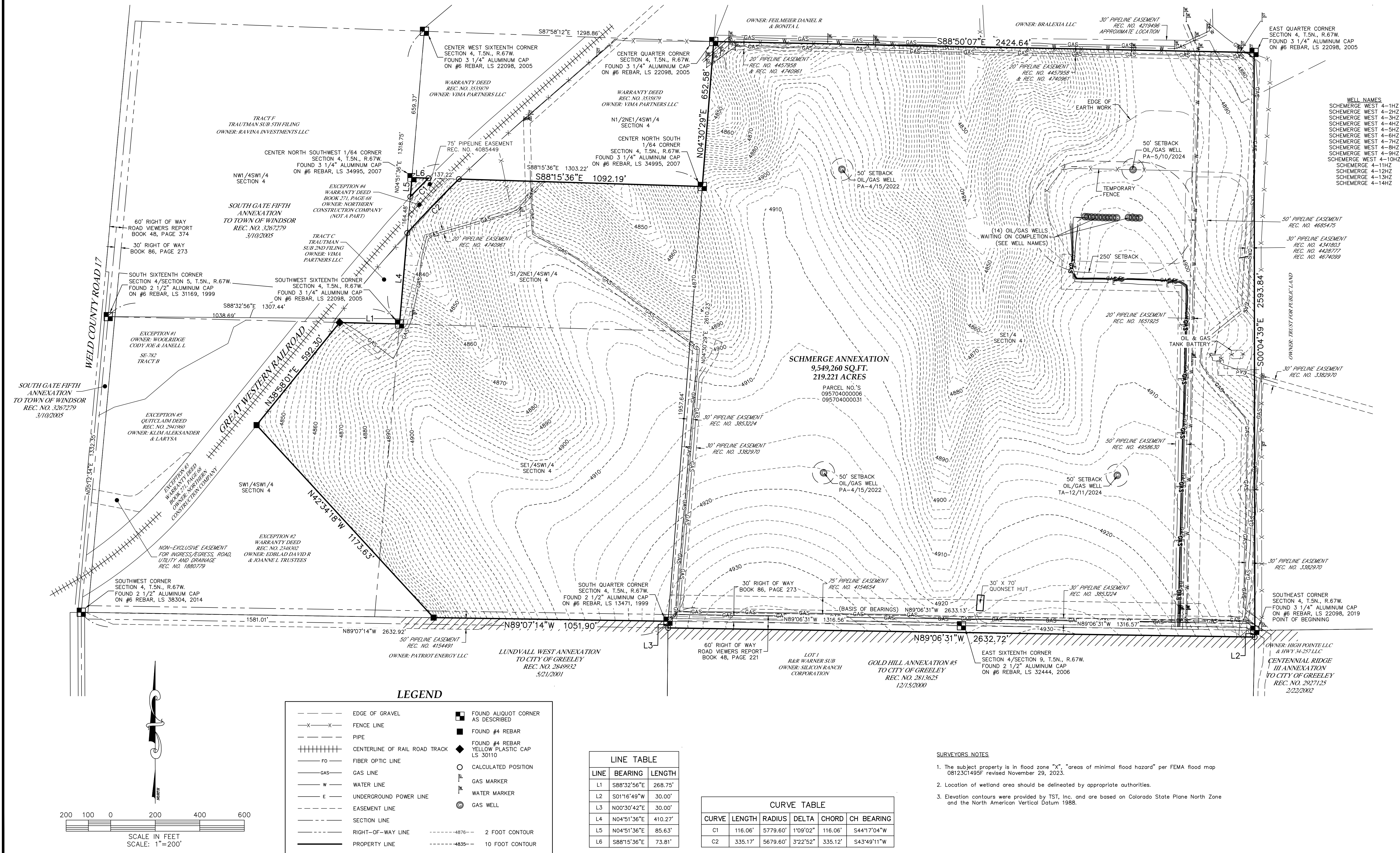
0 0.1 0.2 0.4 Miles

SCHMERGE SITE ANALYSIS MAP

Situate in the South Half of Section 4 and in the Northeast Quarter of Section 9,
Township 5 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado

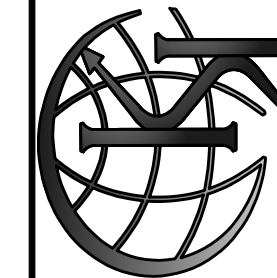
219.221 Acres

Project Number ANX2025-0002



DATE: 8/1/2024
FILE NAME: 20250253ANX
SCALE: 1"=200'
DRAWN BY: CSK
CHECKED BY: RM

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



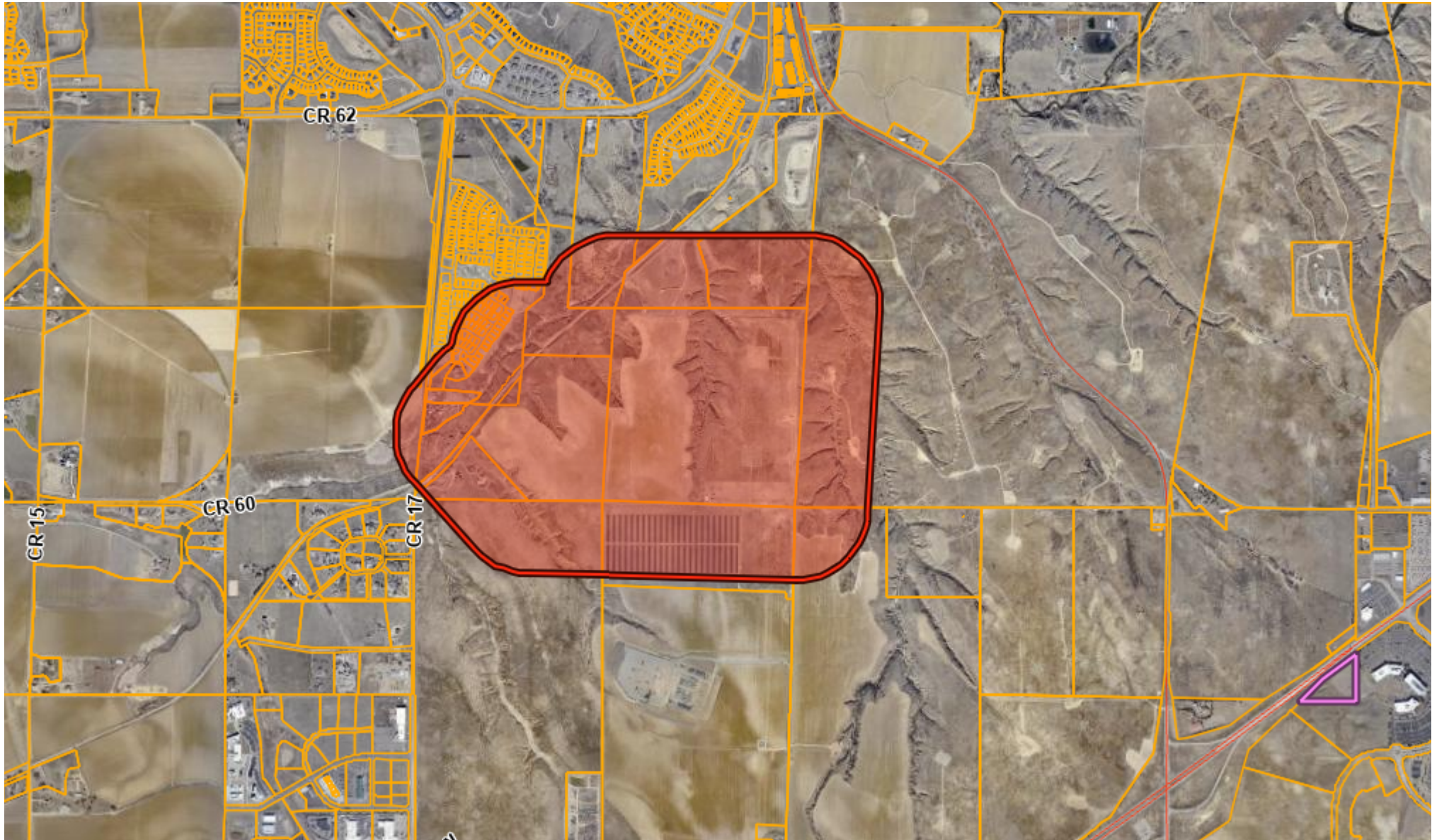
DATE: 7/11/25
REVISED PER COMMENTS: CSK

SCHMERGE SITE ANALYSIS MAP
FOR
PATRIOT ENERGY, LLC
1625 PELICAN LAKES POINT #201
WINDSOR, CO 80550

PROJECT #: 20240306

1
SHEET 1 OF 1

Schmerge Annexation APO Boundary



Scale: 1:22453

Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



Notes:

DISCLAIMER: This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The designation of lots or parcels or land uses in the database does not imply that the lots or parcels were legally created or that the land uses comply with applicable State or Local law. UNDER NO CIRCUMSTANCE SHALL ANY PART THE PRODUCT BE USED FOR FINAL DESIGN PURPOSES. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT, NOR ACCEPTS ANY LIABILITY, ARISING FROM ANY INCORRECT, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.



June 12, 2025

City of Greeley - Community Development & Planning
Attn: Ms. Katelyn Puga
1100 10th Street
Greeley, CO 80631

CASCADIA WEST ANNEXATION | PROJECT NARRATIVE

Dear Ms. Puga,

On behalf of the applicant WV Development, LLC, and the Owner, Patriot Energy, LLC, we are pleased to apply for the Annexation of two parcels (095704000031, 095704000006). The parcels are generally located in the northwest corner of Highway 34 and CO Rd. 17.

This proposed Annexation is part of a larger proposed development, the Cascadia PUD. The proposed development of the Cascadia PUD is envisioned to include a mix of uses: retail, entertainment, commercial, and residential. Open space, parks, and amenities will also be included within the overall PUD and are still being determined.

PROPERTY CONTEXT AND BACKGROUND

The subject property consists of two parcels that total approximately 217.408 acres of vacant/undeveloped/agricultural land that is located within unincorporated Weld County. The existing zoning is Weld County Agriculture (AG) and proposed zoning is Planned Unit Development (PUD). Existing surrounding land uses include:

- North: Generally undeveloped agricultural land.
- East: City owned natural area, limited to no future development planned.
- South: Energy development and future development within the City of Greeley, per the Cascadia PUD
- West: Generally undeveloped agricultural land and areas of residential development.

Access to these properties will be provided through properties to the south, ultimately alignments to be determined as part of future development applications made to the City of Greeley. Improvements to the necessary public right(s)-of-way will be made in conjunction with future development applications, as appropriate.

The PUD is currently being written and details about the overall Cascadia development are still in progress. Exact details regarding the size of commercial/industrial facilities, estimated number of dwellings, and anticipated school students will be established as part of the accompanying PUD. The project site falls within the School District RE4 – Windsor.

COMPLIANCE WITH THE GREELEY MUNICIPAL CODE

The Greeley Municipal Code outlines the general and the specific review criteria for Annexations in Section 24-214(b). Below are the justifications for each of the criteria:

1. General eligibility. The city council may consider an annexation petition for land that satisfies the eligibility requirements of the statutes of the state as follows:
 - a. The area proposed for annexation has not less than one-sixth of its perimeter contiguous with the municipal boundaries; and
Response: The area proposed for annexation shares a perimeter of approximately 3,692 feet out of an approximately 15,860 total perimeter (about 24%), which exceeds the 1/6th requirement.
 - b. A community of interest exists between the area proposed for annexation and the city; the area is urban or will be urbanized in the near future; and the area is integrated with or is capable of being integrated with the annexing municipality.



Response: This property is within the growth area of the City and will be part of a larger development pattern being developed for this part of the City. The overall Cascadia PUD is proposed to include a City-owned entertainment district, which was approved by City Council in April 2025. The land being annexed will provide housing and related services in support of the overall PUD area, proposed entertainment district, and the overall City of Greeley.

- c. The full width of all public rights-of-way adjacent to a proposed annexation shall be included in the annexation.

Response: There is one adjacent ROW with the Railroad, which is not included in this annexation.

- d. The responsibility to apply for exclusion from any applicable special districts shall be upon the applicant of the annexation.

Response: This is understood, and the Applicant acknowledges the responsibility to apply for exclusion all applicable exclusions for special districts

- e. Annexations of enclaves may be initiated by the city council when such enclaves have been completely surrounded by property within the municipal limits for a period of at least three years.

Response: The proposed Annexation is not part of an enclave.

2. Specific criteria. The planning commission and city council shall evaluate annexations according to the following criteria:

- a. The proposed annexation is in conformance with the city's comprehensive plan;

Response: Please see the section below, which outlines the proposed annexation's conformance with the Imagine Greeley Comprehensive Plan.

- b. The proposed annexation promotes geographical balance of the city's land use pattern;

Response: The proposed annexation promotes geographical balance of the City's land use pattern, and the associated PUD further promotes smart planning and growth for the City.

- c. Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with section 24-305.

Response: The annexation application is proposed in conjunction with the Cascadia PUD, which will develop adequate services to support the development and its users.

- d. The proposed annexation provides for a continual and rational boundary; and

Response: The proposed annexation does provide for a continual and rational boundary, as depicted in the Annexation Map included with this application.

- e. The proposed annexation is needed to accommodate future land use requirements.

Response: The area proposed for annexation is proposed for residential development in support of the entertainment district, the overall Cascadia PUD, and overall City of Greeley.

CONFORMANCE WITH THE IMAGINE GREELEY COMPREHENSIVE PLAN

The development of Cascadia will provide the City of Greeley and surrounding communities with significant economic diversification, growth, services, housing, infrastructure, and recreation. The Imagine Greeley Comprehensive Plan lays out many goals and objectives that are meant to provide guidance for how the City and community can work toward achieving the vision set forth in the plan. We believe that the Cascadia development will strongly support the following goals:

- Goal ED-2: Promote desired economic sectors and a diverse local economy.
 - The development of the Cascadia PUD will provide the City of Greeley with significant economic diversification due to the development of the entertainment district. Within this area there is planned to be youth sports, a hotel, water park, outdoor plaza, and other highly energized and diverse land uses. This annexation and subsequent development will bring a diversity land uses to the area and will help promote the growth and vitality of the overall City of Greeley community.
- Goal ED-4: Facilitate intergovernmental and public/private partnerships that foster successful economic development.
 - The proposed annexation is part of a larger collaboration between the City of Greeley and The Water Valley Company through the PUD. CDOT and other local intergovernmental agencies, as appropriate, are also involved in order to implement successful infrastructure improvements.



- Goal GC-1: Manage growth effectively.
 - The annexation of this site will help support the subsequent development of the overall Cascadia PUD. The PUD zoning will act as a guide to thoughtful growth in a coordinated and predictable manner. This will also help align infrastructure, land use, and services with the City's overall planning efforts. As noted, the Cascadia PUD will provide significant economic development and growth opportunities including entertainment, retail, commercial, and housing. Including this property to the City of Greeley will ensure that Greeley can help shape and direct the future growth of this area.
- Goal HO-2: Encourage a broad diversity of housing options.
 - This annexed land will allow for the development of a variety of housing options, the ultimate development of the types that are included will be determined by market conditions. The housing types allowed for within the Cascadia PUD will be diverse and will aim to accommodate and meet the needs of those in different income levels, life stages, and sizes.

CONCLUSION

The annexation of the Schmerge properties into the City of Greeley represents a thoughtful and strategic extension of the city's boundaries that aligns with the goals and vision of the Imagine Greeley Comprehensive Plan. By facilitating a mixed-use community that integrates housing, commerce, recreation, and open space, this project will enhance economic opportunity, support regional partnerships, promote healthy and inclusive living environments, and contribute to the city's long-term growth and vitality. We are confident that this annexation will provide lasting benefits to both current and future residents of Greeley and respectfully request your support for this application.

Sincerely,
Norris Design

Mitch Black, PLA
Principal

PLANNING COMMISSION SUMMARY

ITEM:	A public hearing to consider a request for an annexation of approximately 219.22 acres of land located within unincorporated Weld County generally located west of the 131 st Avenue alignment approximately one mile north of US Highway 34 known as the Schmerge Annexation (ANX2025-0002).
PROJECT:	Schmerge Annexation
FILE NO:	ANX2025-0002
LOCATION:	Located generally East of Weld County Road 17, North of Weld County Road 60 and West of State Highway 257
APPLICANT:	WV Development, LLC on behalf of Patriot Energy, LLC
CASE PLANNER:	Katelyn Puga, Planner III, Brian McBroom, Community Development Director

PLANNING COMMISSION HEARING DATE: August 26, 2025

PLANNING COMMISSION FUNCTION: To review the proposed annexations for compliance with Section 24-214 of the Greeley Development Code and make a recommendation to the City Council.

EXECUTIVE SUMMARY

The property owner, Patriot Energy LLC, and applicant, WV Development, petitions to annex the properties collectively known as Schmerge Annexation (ANX2025-0002), generally located west of the 131st Avenue alignment approximately one mile north of US Highway 34 into the City of Greeley. The subject site is comprised of approximately 219.221 acres (see Section J – Attachments).

A. REQUEST

The applicant, WV Development LLC, on behalf of the owner, Patriot Energy LLC, have petitioned the City to annex approximately 219.221 acres of unincorporated property. The annexations consist of portions of two parcels: Parcel No. 095704000006 and Parcel No. 095704000031, including a portion of a 60-foot right-of-way at the south side of both parcels.

B. STAFF RECOMMENDATION

Approval.

C. LOCATION

The site is located in unincorporated Weld County and is generally located west of the 131st Avenue alignment approximately one mile north of US Highway 34.

Current Zoning: AG (Agricultural – County)

Proposed Zoning: Planned Unit Development (PUD)

Abutting Zoning: North: AG (Agriculture – County).
Single Family Residential (Town of Windsor)
South: H-A (Holding Agriculture - City)
East: AG (Agriculture - County)
West: AG (Agriculture - County)

See Figure 1 for details.

Site Conditions: The site is currently undeveloped and used for agricultural purposes. It is bordered by the Great Western Railroad to the northwest and the City of Greeley’s Arroyos Del Sol Natural Area to the east. The property connects to the city boundary along its southern edge. An active oil and gas facility in the northeast corner contains 14 wells. Portions of the site feature significant topographic variation, including arroyos.

Contiguity:

Annexation Application	Required Contiguity	Provided Contiguity
ANX2025-0002	16%	28.6%

Abutting Land Uses: North: Single-Family Residential (Town of Windsor), Undeveloped, Great Western Railroad
South: Undeveloped Solar Facility
East: Undeveloped, City-Owned Natural Area
West: Residential Estate (Unincorporated Weld County), Great Western Railroad



Figure 1: Vicinity Map

D. BACKGROUND

The property owner has petitioned the City to annex approximately 219.221 acres of unincorporated property. The annexation consists of portions of two parcels: Parcel No. 095704000006 and Parcel No. 095704000031, including a portion of a 60-foot right-of-way at the south side of both parcels. The annexation area contains four plugged and abandoned oil and gas wells and 14 active oil and gas wells. The parcels are located within the Long-Range Expected Growth Area, Three Mile Plan, and are designated as Open Lands and Natural Areas – Bluffs on Imagine Greeley’s Land Use Guidance Map.

The applicant requests the annexation be zoned Planned Unit Development (PUD). Following approval of the annexations, the establishment of zoning will be considered as a separate hearing item and must, per state statutes, take place within 90 days of the annexation.

Colorado Revised Statutes §31-12-104 and §31-12-105 establish the legal requirements for annexation, and include: (1) not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley; (2) a community of interest exists between the territory proposed to be annexed and the City of Greeley; (3) the territory sought to be annexed is urban or will be urbanized in the near future and; (4) the territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley.

The City Attorney's Office has determined the proposal meets the statutory requirements to be considered for annexation, and City Council adopted a resolution on August 5, 2025, making a finding to this effect, scheduling the introduction of the ordinance concerning the annexation for September 2, 2025, and the final reading for September 16, 2025.

E. APPROVAL CRITERIA

The Commission shall consider comments from review agencies and offices, staff recommendation, applicant information, citizen comments, and the following criteria (found in Section 24-214 of the Greeley Development Code) in taking action to recommend approval, denial, or to table the annexation for future consideration:

1. The proposed annexation is in conformance with the Comprehensive Plan.

The following Imagine Greeley Comprehensive Plan policies apply to this request:

Growth Framework – Annexation Consideration

The following will be considered when evaluating annexation proposals:

1. The proposed annexation meets state requirements for annexations.
2. The proposed annexation meets the requirements for annexations set forth in the Greeley Municipal Code.
3. The proposed annexation is in conformance with the Imagine Greeley Comprehensive Plan.
4. The proposed annexation promotes a geographic balance of land uses.
5. The proposed annexation increases the City's supply of developable employment land or other future land use requirements.
6. Adequate services are or will be available to support the development expected to result from the proposed annexation.
7. The proposed annexation provides for a continuous and rational municipal boundary, and at least one-sixth of the annexation's perimeter is contiguous with the city's current boundary.
8. The area is urban or will be urbanized in the near future. However, annexation of undeveloped land is appropriate if another community goal is achieved, such as procurement of open land for a community separator, for open space, or for the conservation of farmland.

GC-1.5 Annexations: When considering a proposed annexation, the City should find persuasive evidence that the inclusion of the property into the City’s jurisdiction meets the goals and objectives of the Comprehensive Plan, and that the property can be developed in a manner that will be a positive addition to the City, improve the quality of Greeley’s neighborhoods, and can be provided with municipal services.

Staff Comment: The subject properties are primarily undeveloped except for an active oil and gas well site (14 wells) and five plugged and abandoned oil and gas wells dispersed throughout the annexation area. The area is anticipated to develop predominately with single-family estate residential uses, provided that adequate services can be extended and a master plan is incorporated into any future development.

The site is located within the Long-Range Expected Growth Area (LREGA), and the Land Use Guidance Map designates it as Open Space and Natural Areas - Bluffs. The annexation of this property aligns with several goals of the Imagine Greeley Comprehensive Plan:

1. GC-1: Manage growth effectively.

Staff Response: Annexing this property allows the City to manage growth while preserving the unique landscape character (bluffs) in the area using design strategies to protect any identified natural features with future development proposals

2. IN-2: Ensure the design, construction, and appearance of City infrastructure and facilities contributes to the character of the community.

Staff Response: Future development will require master planning and sub-area planning to ensure adequate public facilities can be provided. Because full urban services are not currently available at the site, any development proposal must demonstrate how the area will be fully serviced.

3. NR-3: Demonstrate stewardship of the environment.

Staff Response: Annexing this property to the City allows for the management of the unique landscape character (bluffs) in

the area using design strategies to protect any identified natural features with future development proposals.

This request complies with this criterion.

2. The proposed annexation promotes geographical balance of the City's land use pattern.

Staff Comment: The proposed annexations provide growth in the west part of Greeley and fills in a gap in city limits in this area and areas designated within the Long-Range Expected Growth Area and the Three Mile Plan. It provides opportunity to align with the City's growth and land use patterns for western Greeley.

This request complies with this criterion.

3. Adequate services are, or will be, available to support the development expected to result from the proposed annexation.

Staff Comment: If annexed, the subject site would be served by the Greeley Fire Department and the City of Greeley Police Department. Future dedication of public safety sites within this area is considered with the proposed PUD zoning proposal.

The annexation would continue being served by the Windsor RE-4 School District (See Section H. 5 for more information).

Currently no City-level utilities are needed at the site; however, they could be extended for future development. The extension of services is not required for the annexation but is required to be evaluated as a part of the PUD zoning proposal for future development of the area.

This request complies with this criterion.

4. The proposed annexation provides for a continual and rational boundary.

Staff Comment: As proposed, the annexation would exceed the State's one-sixth contiguity requirements, with contiguity of 28.6% (16% minimum required). These properties' inclusion would also help

provide a continual and rational boundary by adding an area of unincorporated land within the Long Range Expected Growth Area and the Three Mile Plan, and it would connect with areas already annexed to the south of the proposed annexation area.

This request complies with this criterion.

5. The proposed annexation is needed to accommodate future land use requirements.

Staff Comment: The proposed annexation is needed to accommodate anticipated future development within the City. The concurrent establishment of zoning request to PUD (PUD2025-0003) anticipates a mix of residential uses for future development at this property. The establishment of PUD (Planned Unit Development) zoning as part of the larger Cascadia PUD proposal is being considered. Future development would need to meet the City's Development Code, Imagine Greeley Comprehensive Plan, and Adequate Public Facilities requirements.

This request complies with this criterion.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The two parcels included in the annexation applications are unsubdivided in unincorporated Weld County. A Subdivision Plat will be required for future development proposals.

2. HAZARDS

The properties contain 14 active oil and gas wells, and four plugged and abandoned oil and gas wells. Large portions of the property feature notable topographic variation, including arroyos.

3. WILDLIFE

According to the City of Greeley's Areas of Ecological Significance map in the adopted Comprehensive Plan, the property may contain areas that are ecologically significant. All development review proposals will require biologist reports to ensure that any sensitive areas are not negatively compromised.

4. FLOODPLAIN

The site has no mapped floodplains on the subject property.

5. DRAINAGE AND EROSION

The site is largely undeveloped with drainage patterns expected to match existing conditions. However, drainage patterns and required stormwater infrastructure and detention would be examined in greater detail through further development applications and the subsequent permitting processes.

6. TRANSPORTATION

The annexation request includes a section of Weld County Right-of-Way along the south side of the annexation boundary. This Right-of-Way does not contain any County identified roadways.

H. SERVICES

1. WATER

Water service to the proposed annexation will be provided by the City of Greeley in accordance with the PUD and any other Intergovernmental Agreements.

2. SANITATION

Sewer service will be provided by the City of Greeley in accordance with the PUD and any other applicable Intergovernmental Agreements.

3. EMERGENCY SERVICES

The subject site is currently served by the Windsor/Severance Fire Protection District. With the successful annexation, the applicant would withdraw the property from the Windsor/Severance Fire Protection District (request to withdraw was provided with the annexation application). The City of Greeley Fire Department would take over fire services for the site once annexed. The closest fire station, Fire Station #6 (10603 W. 20th St) is approximately 4 miles away to the east.

The City of Greeley Police Department would also serve this area with the completion of the annexation. The nearest police station is approximately ten (10) miles east located at the northeast corner of 10th Street and 30th Avenue.

Additional requirements for adequate public facilities are evaluated under the establishment of zoning request to PUD.

4. PARKS/OPEN SPACES

The site is located directly west of the 1,000-acre city-owned Arroyos Del Sol natural area. Future parks and open space will be required with the establishment of zoning as a PUD and further with the future subdivision and site plans for the property.

5. SCHOOLS

The annexation is located in the Windsor RE-4 School District. The school district has been notified of the annexation proposal and will be notified as part of the requirements for the Annexation Impact Report.

An Intergovernmental Agreement between the City and Weld RE-4 School District allows for the dedication of sites and land areas for schools, or payments in lieu thereof (“in lieu payments”) for any new residential construction associated with future development in the City. The school district will be consulted during the development review of proposals regarding land dedication or in-lieu payments for school sites.

I. NEIGHBORHOOD IMPACTS

1. VISUAL

The annexation would not create any visual impacts on the surrounding neighborhood, which is largely rural. Potential impacts would be reviewed at time of future development.

2. NOISE

Staff does not anticipate that the proposed annexation would create any significant increase in noise. Potential impacts would be reviewed at time of future development.

H. NOTIFICATION:

Mailed notice is not required per the Development Code. However, as a courtesy a mailed notice was sent on August 1, 2025, to surrounding properties within 1,000 feet of the subject property. The applicant posted signs on the property on August 8, 2025, and a notice was published as required by the noticing requirements in the Development Code. To date, staff has not received any written or verbal public comment regarding the Planned Unit Development case. Any comment received after this report is published will be provided as an exhibit to the commission at the public hearing.

I. PLANNING COMMISSION RECOMMENDED MOTION:

A motion that, based on the project summary and analysis, the Planning Commission finds that the request for annexation meets approval criteria found in Section 24-214. b.2.(a-e) the proposed annexation meets State statutory requirements and therefore, recommends approval of the annexation to the City Council.

J.

ATTACHMENTS:

1. Annexation Petition
2. Vicinity & Zoning Map
3. Annexation Plat
4. Annexation Site Analysis Map
5. Neighbor Notification Boundary Map
6. Project Narrative
7. Staff Presentation



Planning Commission Meeting Minutes

August 26, 2025, at 1:15 pm

1. Call to Order

Don Threewitt (Deputy Director of Community Development) asked all online participants who wished to speak to raise their hand. A list of speakers would be compiled and used during the public portion of the hearing.

Chair Yeater called the meeting to order at 1:15 pm

2. Roll Call - Present

Chair Justin Yeater
Vice Chair Louisa Andersen
Commissioner Jeff Carlson
Commissioner Brian Franzen
Commissioner Larry Modlin
Commissioner Christian Schulte
Absent
Commissioner Erik Briscoe

3. Approval of the agenda

There were no changes to the agenda, Chair Yeater proceeded with the agenda as published.

4. Approval of the July 22, 2025, and August 12, 2025, Planning Commission Meeting Minutes

Motion by Commissioner Franzen:

To approve July 22, 2025, and August 12, 2025 Planning Commission Meeting minutes as published.

Second: Carlson

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

5. Approval of a Special Planning Commission Meeting on Wednesday August 27, 2025, at 1:30pm

Motion by Commissioner Franzen:

To hold a Special Planning Commission Meeting on Wednesday August 27, 2025, at 1:30pm

Second: Vice Chair Andersen

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

6. A public hearing to consider a request for annexation of approximately 219.221 acres of land generally located west of 131st Avenue, approximately one mile north of US Highway 34 known as Schmerge Annexation (ANX2025-0002)

Brian McBroom (Director of Community Development) began by noting that Items 6, 7, and 8 would be presented together, but each item would be voted on separately. He recommended that the items be introduced together.

Chair Yeater then introduced all three items together.

Mr. McBroom began his presentation by introducing himself, Katelyn Puga (Planner III), Thomas Gilbert (Engineer IV) and the items as published.

At 1:26pm the Clerks had to restart the sound system as the microphones were not working properly. Mr. McBroom was asked to pause his presentation until this was remedied. His presentation resumed at 1:27pm.

Commissioner Schulte requested clarification on the items being voted on, confirming that the first two involve annexations—deciding whether the parcels should be incorporated into the City of Greeley—and the third concerns approval of PUD zoning. No decisions on future development plans are being made at this time; those will follow later. Mr. McBroom affirmed that Commissioner Schulte’s understanding was correct. Mr. McBroom reiterated a previous point from his presentation, emphasizing that all subsequent development plans must align with the approved PUD zoning criteria.

Commissioner Franzen asked if concerns such as traffic should be addressed at this stage. Mr. McBroom answered by saying, at this conceptual stage, the plan has the capability of meeting the City’s infrastructure design criteria, with detailed evaluations to follow in later land use applications.

Vice Chair Andersen requested a definition of the city’s role as a co-applicant and how it relates to the quasi-judicial body. Mr. McBroom answered by saying 100 of the 828 acres are city-owned. In April, the City Council joined Water Valley Company as co-applicant for the PUD and authorized Water Valley to prepare the application. When finalized, the City Council will review the project in its usual quasi-judicial zoning role, regardless of the city’s ownership. Vice Chair Andersen then inquired whether there have been other PUDs, or if any are expected in the future, where the applicant and the approving body are the same. Mr. McBroom answered by saying the city has often required land use approvals for development on city-owned property, though it’s unclear if any involves a planned unit development (PUD). This can be confirmed after the hearing. All developments, including those on city property, must comply with the City’s Development Code.

Vice Chair Andersen noted that the existing salvage yard was specifically excluded and was not mentioned among the uses of the abutting land. She then asked why it was necessary to exclude it. Chair Yeater asked to keep questions directed to the items up for vote. Vice Chair Andersen then said her question pertained to the PUD portion specifically. She asked for an update on the timeline for a forced annexation of the salvage yard, given that it is an enclave. She noted that the code says if a property has been an enclave for more than three years, it should be subject to forced annexation. Mr. McBroom stated he was not aware of any actions that the city has taken to unilaterally annex that property.

Vice Chair Andersen referenced a slide noting the intent to incorporate design standards and ensure compatibility with existing uses, and asked how the small parcel, that the salvage yard sits on, in the middle of the entertainment district would be addressed in terms of design and sensitivity under the PUD. Mr. McBroom noted that the parcel is controlled by Water Valley Company, which is aware of the adjacent, potentially incompatible land use in Planning Area B, and suggested this might be better addressed by the applicant during their presentation.

Vice Chair Andersen asked about access to the salvage yard and how it connects to surrounding elements, including Highways 34 and 17, and how that access will function within the framework of the proposed PUD. Mr. McBroom stated that the PUD does not propose changes to the salvage yard's access. While a new interchange at County Road 17 and Highway 34 is being planned, design details are not yet available. Mr. Trombino (Managing Director) is in attendance and may provide further insight, but the PUD cannot alter access to adjacent properties.

Commissioner Carlson noted that the PUD includes some non-contiguous parcels and asked for clarification on the rationale behind that approach. He also inquired whether the excluded areas are intended to remain permanently outside the PUD. Mr. McBroom stated that while the exact answer isn't known at this time, Planning Areas H and I lie farther east than the main PUD area. The developer intends to apply consistent land use, site design, and open space standards across all 828 acres. The city expects the PUD to set the tone for future development of the land between the included parcels.

Commissioner Schulte noted that annexation and zoning wouldn't immediately impact road layout or utilities, but asked what consideration has been given to long-term needs such as law enforcement. Mr. McBroom explained that police and fire departments are already discussing how to serve the area, including early plans for a new fire station, potentially with a police substation. The fire department is seen as the most urgent need due to response time concerns, as police already patrol citywide. A new station west of Highway 257 is being explored, pending funding and site selection. In the meantime, mutual aid agreements with nearby fire districts will help maintain service levels during early development phases.

Commissioner Franzen had a follow-up question regarding funding for those new stations. Mr. McBroom noted that police and fire facilities are funded through a dedicated tax and public safety impact fees collected at the time of building permits. If those sources fall short, the city's general fund would likely cover the remaining costs.

Chair Yeater inquired whether the City has a policy on forced annexation and if there are any current annexation requests for the lot containing the salvage yard. Mr. McBroom stated that he is not aware of any policy on forced annexation, nor of any annexation request made for that property.

Chair Yeater asked if there were any more questions for staff. Seeing none, Chair Yeater invited the applicant to make their presentation.

Martin Lind (Developer) introduced himself. Mitch Black (Norris Design) introduced himself and the presentation as published.

Mr. Black answered Vice Chair Andersen's previous question about the salvage yard. He explained that the PUD includes buffering criteria for all land uses, especially in mixed-use areas like Planning Areas A and B adjacent to the salvage yard. These standards ensure appropriate

buffering between compatible and less compatible uses, aligning closely with existing city requirements.

Chair Yeater asked whether the applicant was also representing the city to respond to questions. Mr. Black responded by saying general questions about the PUD can be addressed, but city representatives are present to respond to any specific questions related to the city as a co-applicant.

Vice Chair Andersen asked about the salvage yard, noting that since the property owner has not requested annexation and no forced annexation is required, what the plan was for incorporating that area into the Cascadia development. Mr. Lind stated that they are working in good faith with the salvage yard owners to identify potential relocation sites and seek an amicable resolution. However, if relocation isn't possible, certain actions related to State Highway 34—unrelated to the current hearing and managed by Public Works—will need to proceed. While there is significant activity in the area, Mr. Lind emphasized that they are not the property owners nor representing the salvage yard at this time.

Commissioner Schulte asked if part of the vision is to have an arena suitable for an affiliate or farm team hockey. Mr. Lind confirmed that it will serve as the development team for the Colorado Avalanche. The Colorado Eagles have committed to this site, and as their representatives, he can confirm this with full authority.

Chair Yeater inquired about a gap that appeared to be excluded from the PUD. During this discussion, the microphones malfunctioned. Chair Yeater summarized their conversation when they came back online as the following: “my question was, what was the break between the two parcels? And as you indicated, it's merely a graphical representation defining planning areas A, B, C, and so on. It's the line between those two planning areas. It's simply a graphical representation of what's going on, there is no gap.”

Commissioner Franzen asked whether the salvage yard would be included in the future plan for the area, either following an amicable resolution or if potential annexation takes place. Mr. Lind said the intent, if a solution can be reached, would be to return and pursue annexation of the property, incorporating it into the same Planned Unit Development (PUD).

Chair Yeater invited the city representative, as a co-applicant, to speak.

Paul Trombino (Managing Director) introduced himself. The commission had no questions.

Chair Yeater opened the public portion of the meeting at 2:16 p.m.

Seeing nobody from the public that wished to speak, Chair Yeater closed the public portion of item 6 (ANX2025-0002) at 2:16 p.m.

Motion by Commissioner Franzen:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation **meets** approval criteria found in Section 24-214. b.2.(a-e). And, the proposed Schmerge Annexation, File number **ANX2025-0002**, **meets** State statutory requirements. And, therefore, **recommend approval** of the request to the City Council.

Second: Vice Chair Andersen

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

7. **A public hearing to consider a request for annexation of approximately 73.319 acres of land located within unincorporated Weld County, generally located west of State Highway 257 approximately one-half mile north of US Highway 34 known as Kinnison Annexation (ANX2025-0003)**

Chair Yeater opened the public portion of the meeting at 2:16pm

Seeing nobody from the public that wished to speak, Chair Yeater closed the public portion of item 7 (ANX2025-0003) at 2:17pm

Motion by Vice Chair Andersen:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation **meets** approval criteria found in Section 24-214. b.2.(a-e). And, the proposed Kinnison Annexation, File number **ANX2025-0003**, **meets** State statutory requirements. And, therefore, **recommend approval** of the request to the City Council.

Second: Commissioner Franzen

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

8. **A public hearing to consider a request for establishment of zoning for approximately 220.56 acres and rezone for approximately 613.218 acres from H-A (Holding Agriculture) to PUD (Planned Unit Development) for a total of approximately 833.786 acres generally located east of Weld County Road 17 and north of US Highway 34 known as Cascadia Planned Unit Development (PUD2025-0003)**

Chair Yeater opened the public portion of the meeting at: 2:17pm

Morgan Kidder representing Ravina Investments LLC spoke in favor of the project, stating the zoning for this property lays the groundwork for this developer to create an economic boom for the City of Greeley that will far surpass what Scheels and Centerra do for the town of Johnstown and the City of Loveland.

Chair Yeater asked if anyone else from the public wished to speak. Seeing none, Chair Yeater closed the public portion of item 8 (PUD2025-0003) at 2:19pm and invited the applicant to rebuttal any testimony or speak further on the item. Seeing none, Chair Yeater asked that they read each motion individually and proceed appropriately.

Motion by Vice Chair Andersen:

Based on the project summary and analysis, the Planning Commission finds that the request for a rezoning and establishment of the Cascadia Planned Unit Development, File number **PUD2025-0003**, **does not meet** approval criteria found in Section 24-204. (b), and Section 24-205(c) of the Development Code and therefore **recommend denial** of the PUD to the City Council.

Second: Commissioner Franzen

Discussion: Vice Chair Andersen expressed concern over the city acting as both applicant and approving body for this PUD, citing the vague, sensitive nature of the proposal and the quasi-judicial process. Additionally, concerns were raised about compatibility with adjacent land uses—particularly the neighboring salvage yard, which complicates the plan. With no current annexation plans for that property, future annexation could create conflicts with proposed amenities like

parks. Due to these unresolved issues and built-in conflicts, Vice Chair Andersen does not recommend approval of the PUD (Planned Unit Development).

Chair Yeater said he believes the applicant can manage the use and notes that the landowner has not expressed concerns, which suggests the issue may not be significant. While acknowledging some concerns about the PUD's (Planned Unit Developments) use, they view this as an appropriate and unique application of the PUD (Planned Unit Development). Chair Yeater also recognized the potential conflict of the city acting as both applicant and regulator but pointed out that similar situations with single parcels have been reviewed before. Chair Yeater intends to vote against the current motion, hoping for a subsequent motion to approve the item.

Commissioner Schulte stated that he does not believe it is improper for the city to consider its own application, noting that it is common for a government to subject itself to the same laws and processes as private landowners. While it may seem unusual for the city to be both applicant and approver, the city council is politically accountable to the public, ensuring transparency. The alternative—exempting the city from these processes—would limit its ability to own and develop land. The speaker supports evaluating the application on its merits regardless of ownership and intends to oppose the current motion.

Commissioner Modlin noted that, in many cases, properties with differing adjacent uses have not prompted discussions about their future compatibility. However, he emphasized that this PUD specifically requires addressing that issue. As a result, Commissioner Modlin stated he would not support approval of this motion.

Vice Chair Yeater asked if anyone else would like to speak to the motion. Seeing none, Chair Yeater asked for a vote, clarifying the motion is in opposition to the item.

Vote: 1-5, motion failed (Commissioners Schulte, Carlson, Yeater, Franzen & Modlin voted “no”)

Absent: Commissioner Briscoe

Chair Yeater turned it back to the commission to see if there was another motion.

Motion by Commissioner Schulte:

A motion that based on the project summary and analysis, the Planning Commission finds that the request for rezoning and establishment of zoning for the Cascadia Planned Unit Development, file number **PUD2025-0003**, **meets** approval criteria found in Section 24-204(b), and Section 24-205(c) of the Development Code, and therefore **recommends approval** of the request to City Council **with the following condition:**

- The Park Land Dedication (PLD) standards as provided on Sheet 24 of the PUD Design Standards shall be revised prior to City Council Public Hearing date to reflect final agreements for Park Land Dedication credit.

Second: Commissioner Franzen

Vice Chair Andersen thanked Commissioner Schulte for his clarification regarding the city, subjecting itself to its own criteria.

Vote: Motion carried 5-1 (Commissioner Anderson voted “no”)

Absent: Commissioner Briscoe

9. **Motion by Commissioner Franzen:**

A motion to cancel the special planning meeting for Wednesday August 27, 2025, at 1:30 pm

Second: Commissioner Schulte

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

10. Staff Report:

Brian McBroom (Director of Community Development) provided several updates: The three cases discussed in this meeting are scheduled for first reading by City Council on September 2nd, with public hearings tentatively set for September 16th. Community surveys for the East and West Subarea Plans have received 135 and 157 responses, respectively, which are considered strong given current engagement challenges. Additionally, the City Council plans to adopt a proclamation at their October 7th meeting declaring October as Community Planning Month in Greeley, with an invitation extended to the commissioners to attend and participate in the related photo opportunity.

Chair Yeater expressed gratitude to City Staff and the Commission for their efforts throughout the day, noting it was encouraging to see everyone come together.

11. Adjournment:

Chair Yeater adjourned the meeting at 2:31 pm.

(Name) – Chair

(Name) – Staff Liaison or Dept Manager



Council Agenda Summary

September 2, 2025

Key Staff Contact: Brian McBroom, Community Development Director, Katelyn Puga, Planner III

Title:

Introduction and first reading of an ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as "Kinnison" located generally east of 131st Ave and north of US Highway 34 and west of State Highway 257, into the City of Greeley. The subject site is comprised of 73.319 acres. (ANX2025-0003).

Summary:

The property owner, VIMA Partners, LLC and applicant WV Development, LLC have petitioned the City to annex a total of 73.319 acres of unincorporated property. The annexation consists of one Parcel: Parcel No. 095710000019.

The parcel is unsubdivided in unincorporated Weld County. The annexation area is largely undeveloped land, except for two plugged and abandoned oil and gas wells, and is characterized by variation in topography that consists of the arroyo natural features. The area of annexation is anticipated to develop as a mix of commercial and residential uses, provided that adequate services can be extended and a master plan is incorporated into any future development.

The site is located within the Long-Range Expected Growth Area (LREGA) and is designated on the Land Use Guidance Map as a combination of Bluffs, Rural, and Entryway Character Corridor. The annexation of this property aligns with the goals of the Imagine Greeley Comprehensive Plan.

The concurrent establishment of zoning request to PUD (PUD2025-0003) anticipates a mix of residential, commercial, and entertainment district uses for future development outside of the annexation area. The establishment of PUD (Planned Unit Development) zoning as part of the larger Cascadia PUD proposal is being considered. Future development would need to meet the City's Development Code, Imagine Greeley Comprehensive Plan, and Adequate Public Facilities requirements.

The City Attorney's Office has determined the proposal meets the statutory requirements to be considered for annexation, and City Council adopted a resolution on August 5, 2025 setting the public hearing for September 16, 2025.

The annexation application was heard by the Planning Commission on August 26, 2025. The Planning Commission recommended approval of the annexation with a 6-0 vote. Letters regarding the City Council public hearing were mailed to property owners within 1,000 feet, signs were posted on the site, and a public notice was published on the City of Greeley website to comply with city requirements.

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from potential considerations for emergency response and maintenance of rights-of-way. The current zoning

proposal is for a Planned Unit Development (PUD).

Legal Issues:

None.

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

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 certain date.

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for September 16, 2025

Attachments:

1. Ordinance No. 29, 2025 with Appendix A
2. Resolution No. 41 with Exhibit A (Petition, Legal Description, Plat)
3. Vicinity and Zoning Map
4. Annexation Site Analysis Map
5. Adjacent Property Owner Boundary Map
6. Project Narrative
7. Planning Commission Staff Report
8. 08.26.2025 Draft Planning Commission Minutes

CITY OF GREELEY, COLORADO
ORDINANCE NO. 29, 2025
CASE NO. ANX2025-0003

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “KINNISON” LOCATED GENERALLY EAST OF 131ST AVE AND NORTH OF US HIGHWAY 34 AND WEST OF STATE HIGHWAY 257, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 73.319 ACRES

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

Section 1. The City Council of Greeley, Colorado, hereby finds that the property, referenced in Section 2 below, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City of Greeley, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 2. The property referenced in this section and legally described in Appendix A is hereby approved for annexation and is annexed to the City of Greeley, Colorado.

Section 3. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the property map and the original annexation ordinance shall be filed with the City Clerk of the City of Greeley, Colorado, and three (3) certified copies of this Ordinance and map of the area annexed shall be filed for recording with the Clerk and Recorder of Weld County, Colorado, within thirty (30) days after the effective date of this Ordinance. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and map of the property annexed with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section.

Section 4. The City Clerk of the City of Greeley, Colorado, shall promptly transmit to the Northern Colorado Water Conservancy District a certified copy of this Ordinance and shall cooperate with the District to annex the subject area into the District's Municipal Subdistrict pursuant to the provisions of Section 37-45-136 (3.6) of the Colorado Revised Statutes.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 29, 2025
CASE NO. ANX2025-0003

**AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “KINNISON” LOCATED GENERALLY EAST OF 131ST AVE AND NORTH OF US HIGHWAY 34 AND WEST OF STATE HIGHWAY 257, INTO THE CITY OF GREELEY.
THE SUBJECT SITE IS COMPRISED OF 73.319 ACRES**

A parcel of land, being a portion of the East Half of the Northeast Quarter (E1/2NE1/4) of Section Ten (10), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 10 and assuming the East line of said NE1/4NE1/4 as bearing South 00°25'48" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2637.44 feet with all other bearings contained herein relative thereto;

THENCE South 89°21'03" West along the North line of said E1/2NE1/4NE1/4 a distance of 205.00 feet to the **POINT OF BEGINNING**;

THENCE South 00°25'48" East a distance of 314.00 feet;

THENCE North 89°21'03" East a distance of 145.00 feet to the West line of Bader Farm Annexation recorded October 15, 2002 as Reception No. 2996049 of the Records of Weld County;

THENCE South 00°25'48" East along said West line a distance of 2323.18 feet to the Northerly line of Centennial Ridge II Annexation recorded February 22, 2002 as Reception No. 2927124 of the Records of Weld County;

The following Two (2) courses and distances are along the Northerly and Easterly lines of said Centennial Ridge II Annexation;

THENCE South 89°35'41" West a distance of 1239.38 feet;

THENCE North 00°00'05" West a distance of 2632.06 feet to the North line of said E1/2NE1/4NE1/4;

THENCE North 89°21'03" East along said North line a distance of 1074.70 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 73.319 Acres, more or less ($\pm$), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

CITY OF GREELEY, COLORADO

RESOLUTION NO. 41, 2025

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE ANNEXATION LAWS FOR PROPERTY KNOWN AS “KINNISON” LOCATED GENERALLY EAST OF 131st AVE AND NORTH OF US HIGHWAY 34 AND WEST OF STATE HIGHWAY 257, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 73.319 ACRES.

WHEREAS, Vima Partners, LLC has submitted an annexation petition to the City of Greeley for annexation of property located generally East of 131st Ave and North of US Highway 34 and West of State Highway 257, 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. § 31-12-107(1), 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:

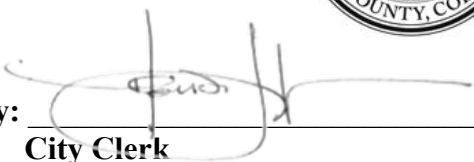
1. The annexation petition is found to substantially comply with C.R.S. § 31-12-107(1).
2. The public hearing for consideration of the proposed annexation petition is hereby set for September 16, 2025, at the City Council Chambers, City Center - South, 1001 11th Avenue, Greeley, Colorado, during a regular 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 5TH DAY OF AUGUST, 2025.

ATTEST:



THE CITY OF GREELEY, COLORADO

By: 
City Clerk

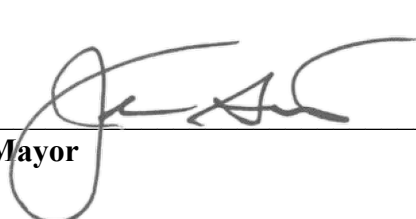
By: 
Mayor

EXHIBIT A PROPERTY DESCRIPTION

A parcel of land, being a portion of the East Half of the Northeast Quarter of the Northeast Quarter (E1/2NE1/4NE1/4) of Section Ten (10), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 10 and assuming the East line of said NE1/4NE1/4 as bearing South 00°25'48" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2637.44 feet with all other bearings contained herein relative thereto;

THENCE South 89°21'03" West along the North line of said E1/2NE1/4NE1/4 a distance of 205.00 feet to the **POINT OF BEGINNING**;

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Said described parcel of land contains 73.319 Acres, more or less ($\pm$), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

I, Roy Moesser, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

Roy Moesser - on behalf of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

PETITION FOR ANNEXATION

Kinnison 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, "Kinnison 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) Mailing Address Date of Signing

VIMA PARTNERS, LLC

1625 PELICAN LAKES PT STE 201
WINDSOR, CO 80550-6236

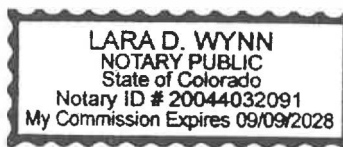
Date of Signing

Subscribed and sworn before me this 17th day of June, 2025, by Martin Lind, Manager.

Witness my hand and official seal.

My commission expires: 9/9/2028

Notary Public



Land Owned

Parcel: 095710000019

Please reference attached Exhibit A for full legal description

If necessary, attach separate sheet.

Legal Description

Exhibit A

The East 1/2 of the Northeast 1/4 Section 10, Township 5 North, Range 67 West of the 6th P.M., except the following parcel:

Beginning at the Northeast corner of said Section 10, thence South along the East line of said Section 10 a distance of 264 feet; thence West parallel with the North line of said Section 10, 205 feet; thence North 264 feet to the North line of said Section 10; thence East 205 feet to the point of beginning, and EXCEPT that part conveyed to the Department of Highways by instruments recorded August 27, 1976 in Book 775 as Reception Nos. [1697285](#) and [1697286](#) and EXCEPT a parcel of land situated in the Northeast 1/4 of Section 10, Township 5 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, described as follows: All bearings contained herein are relative to Grid North calculated from State Plane Grid, North Zone. Commencing at the Northeast corner of Section 10; thence South 89°22'04" West, along the Northerly line of said Section, 205.00 feet; thence South 0°24'48" East, along the Westerly line of that certain parcel excepted in Book 1089 at Reception No. [2030102](#), 264.00 feet to the Southwest corner of said parcel, to the True Point of Beginning; thence North 89°22'04" East, along the Southerly line of said excepted parcel, 145.00 feet to a point on the Westerly right of way line of State Highway 257; thence South 02°24'48" East, along said line, 50.00 feet; thence South 89°22'04" West, 145.00 feet; thence North 0°24'48" West, 50.00 feet to the True Point of Beginning, and ALSO EXCEPT that portion conveyed to the Department of Highways, State of Colorado by deed recorded November 21, 1962 in [Book 1630 at Page 616](#), County of Weld, State of Colorado.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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KINNISON ANNEXATION

TO THE CITY OF GREELEY

Situate in the East Half of the Northeast Quarter of the Northeast Quarter of Section 10,
Township 5 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado

73.319 Acres

Project Number: ANX2025-0003

OWNER DEDICATION

I, VIMA Partners LLC, being the sole owner(s) in fee of:

The East 1/2 of the Northeast 1/4 Section 10, Township 5 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

EXCEPT the following parcel:
Beginning at the Northeast corner of said Section 10,
thence South along the East line of said Section 10 a distance of 264 feet;
thence West parallel with the North line of said Section 10, 205 feet;
thence North 264 feet to the North line of said Section 10;
thence East 205 feet to the point of beginning.

and EXCEPT that part conveyed to the Department of Highways by instruments recorded August 27, 1976 in Book 775 as Reception Nos. 1697265 and 1697286,

and EXCEPT a parcel of land situated in the Northeast 1/4 of Section 10, Township 5 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, described as follows:
All bearings contained herein are relative to Grid North calculated from State Plane Grid, North Zone. Commencing at the Northeast corner of Section 10;
thence South 89°22'04" West, along the Northerly line of said Section, 205.00 feet;
thence South 0°24'48" East, along the Westerly line of that certain parcel excepted in Book 1089 at Reception No. 2030102, 264.00 feet to the Southwest corner of said parcel, to the True Point of Beginning;
thence North 89°22'04" East, along the Southerly line of said excepted parcel, 145.00 feet to a point on the Westerly right of way line of State Highway 257;
thence South 02°24'48" East, along said line, 50.00 feet;
thence South 89°22'04" West, 145.00 feet;
thence North 0°24'48" West, 50.00 feet to the True Point of Beginning.

and ALSO EXCEPT that portion conveyed to the Department of Highways, State of Colorado by Deed recorded November 21, 1962 in Book 1630 at Page 616 as Reception No. 1394382,

Said described parcel of land contains 73.319 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 as shown on the attached map; and does (do) hereby set aside said portion or tract of land and designate the same KINNISON ANNEXATION to the City of Greeley, Weld County, Colorado; and does (do) dedicate to the public, the streets and all easements over and across said lots at locations shown on said map; and does (do) further certify that the width of said streets, the dimensions of the lots and blocks and the names and numbers thereof are correctly designated upon said map.

Signature of Owner _____

Witness my hand and seal this _____ day of _____, A.D. _____.

NOTARIAL CERTIFICATE

STATE OF _____)
COUNTY OF _____ ss)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____

Witness my hand and official seal. (SEAL)

My commission expires _____

Notary Public

PROPERTY DESCRIPTION by Surveyor

A parcel of land, being a portion of the East Half of the Northeast Quarter (E1/2NE1/4) of Section Ten (10), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 10 and assuming the East line of said NE1/4NE1/4 as bearing South 00°25'48" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2637.44 feet with all other bearings contained herein relative thereto;

THENCE South 89°21'03" West along the North line of said E1/2NE1/4NE1/4 a distance of 205.00 feet to the POINT OF BEGINNING;

THENCE South 00°25'48" East a distance of 314.00 feet;
THENCE North 89°21'03" East a distance of 145.00 feet to the West line of Bader Farm Annexation recorded October 15, 2002 as Reception No. 2996049 of the Records of Weld County;
THENCE South 00°25'48" East along said West line a distance of 2323.18 feet to the Northerly line of Centennial Ridge II Annexation recorded February 22, 2002 as Reception No. 2927124 of the Records of Weld County;

The following Two (2) courses and distances are along the Northerly and Easterly lines of said Centennial Ridge II Annexation;
THENCE South 89°35'41" West a distance of 1239.38 feet;
THENCE North 00°00'05" West a distance of 2632.06 feet to the North line of said E1/2NE1/4NE1/4;
THENCE North 89°21'03" East along said North line a distance of 1074.70 feet to the POINT OF BEGINNING.

Said described parcel of land contains 73.319 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the East line of the NE1/4NE1/4 of Section 10, T.5N., R.67W., as bearing South 00°25'48" East as monumented as shown on this plat, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2637.44 feet with all other bearings contained herein relative thereto.

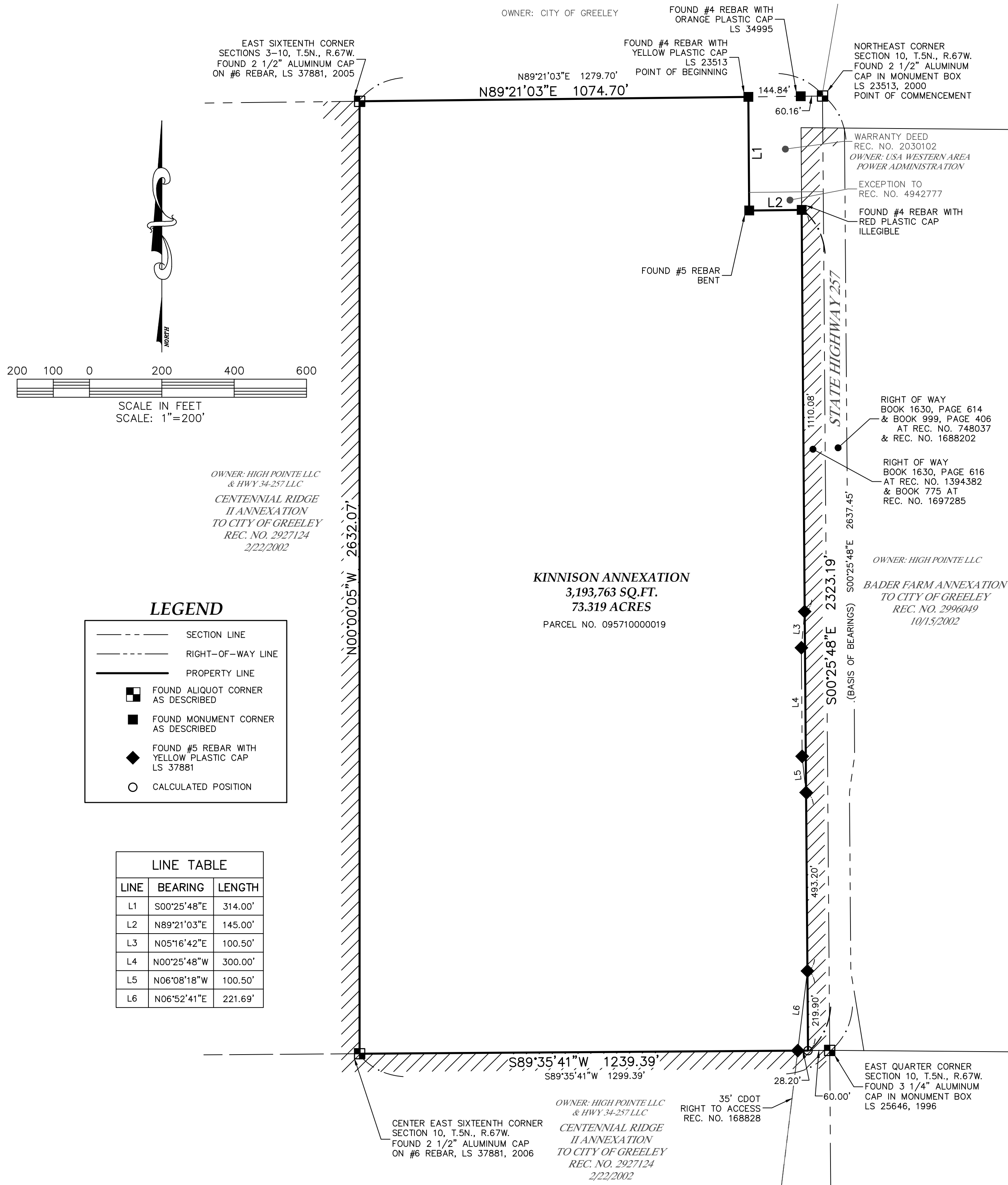
The lined dimensions as contained herein are based upon the "U.S. Survey Foot."

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)

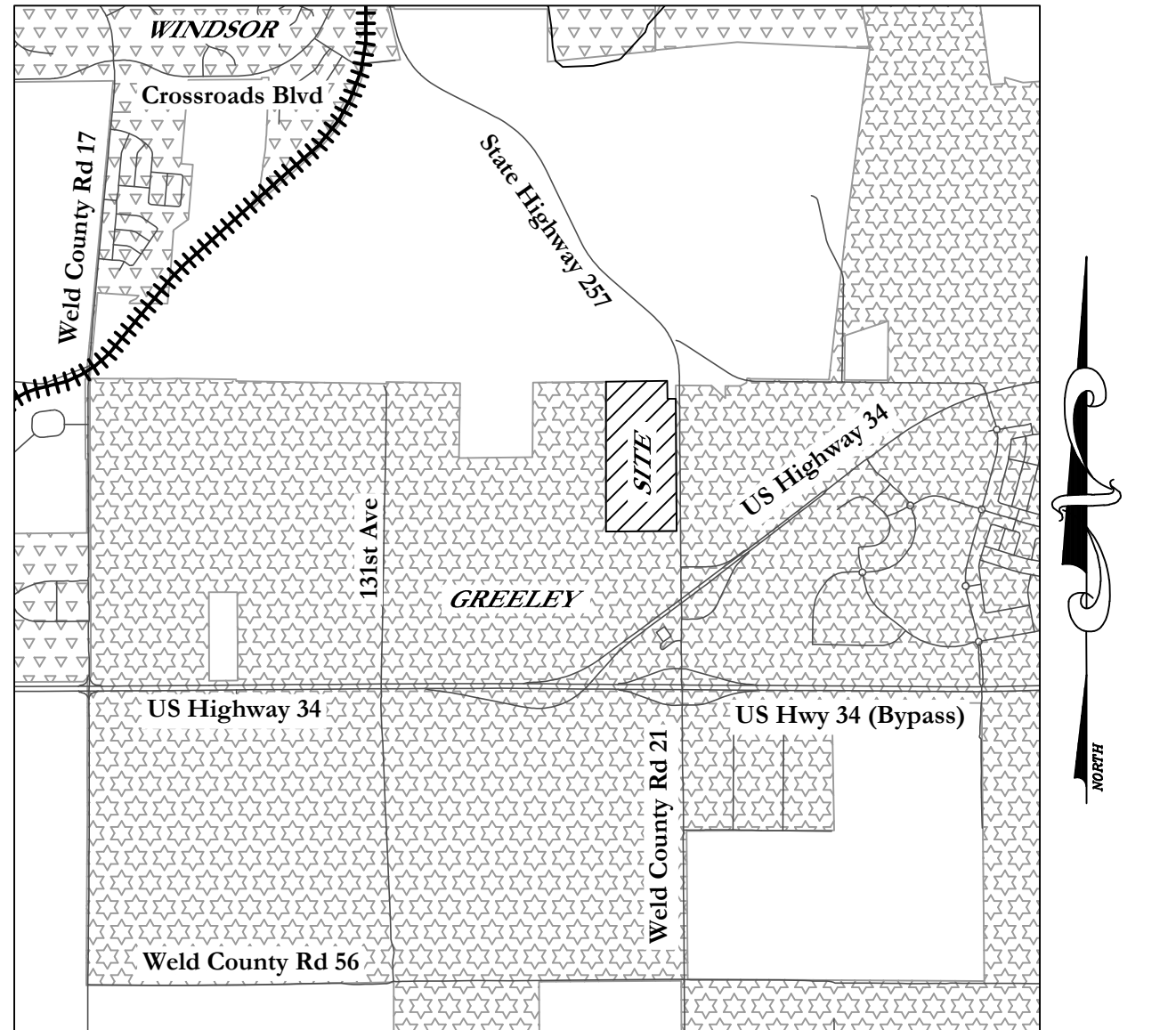
TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number 459-HS0827900-414, dated June 26, 2025, as prepared by Heritage Title Company to delineate the aforesaid information.



CONTIGUOUS BOUNDARY = 6,194.62 L.F.
TOTAL BOUNDARY = 7,728.32 L.F.
PERCENTAGE OF CITY BOUNDARY CONTIGUITY = 80.2%
RATIO = 1 : 1.248
AREA = 73.319 ACRES

////// DENOTES CONTIGUOUS BOUNDARY



VICINITY MAP
SCALE: 1"=3000'

CITY OF GREELEY
TOWN OF WINDSOR
WELD COUNTY
RAILROAD

PLANNING COMMISSION RECOMMENDATION

Recommended / not recommended by the City of Greeley Planning Commission,

this _____ day of _____, 20____.

CERTIFICATE OF APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

Approved by the Community Development Director

on _____ day of _____, 20____.

Director of Community Development

CERTIFICATE OF APPROVAL BY THE DEVELOPMENT REVIEW MANAGER

Approved by the Development Review Manager

on _____ day of _____, 20____.

Development Review Manager

ACCEPTANCE

This annexation map was accepted by the City of Greeley, Weld County, Colorado and the territory therein designated and made a part of the City of Greeley, and included within the limits and jurisdiction thereon _____ day of _____, 20____.

Attest: _____ Mayor

Ordinance No. _____

SURVEYOR'S STATEMENT

I, Roy Moesser, a Colorado Registered 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

Roy Moesser — On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #30110

KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550

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



REVISIONS:	DATE:	CSK	7/11/25
REVISED PER COMMENTS	CSK	7/16/25	
REVISED PER COMMENTS	CSK		

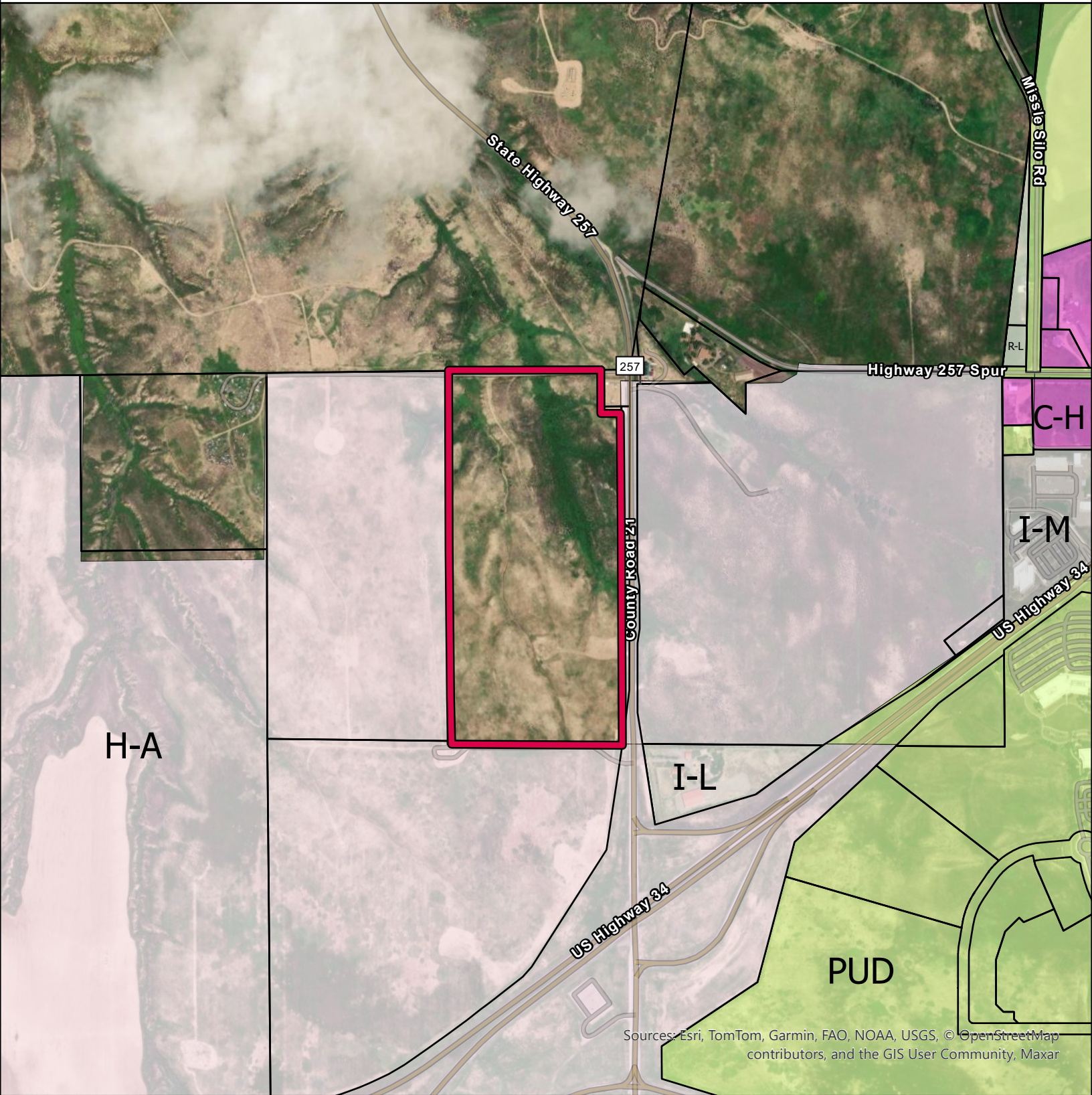
KINNISON ANNEXATION
FOR
PATRIOT ENERGY, LLC
1625 PELICAN LAKES POINT #201
WINDSOR, CO 80550

PROJECT #:
20240306

1
SHEET 1 OF 1

Vicinity & Zoning Map - Kinnison Annexation

ANX2025-0003

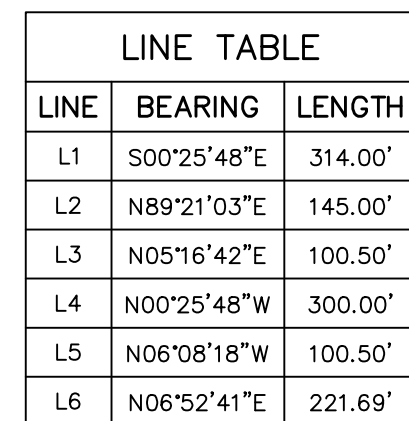


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Maxar

Legend	
Zoning Holding Agriculture (H-A)	Industrial Low Intensity (I-L)
Planned Unit Development (PUD)	Industrial Medium Intensity (I-M)
Residential Low Density (R-L)	Kinnison Annexation
Commercial High Intensity (C-H)	Greeley Parcels



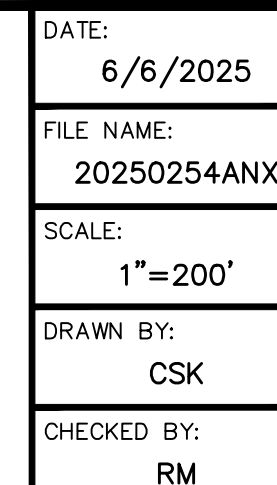
Situate in the East Half of the Northeast Quarter of the Northeast Quarter of Section 10,
Township 5 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado
73.319 Acres
Project Number: ANX2025-0003



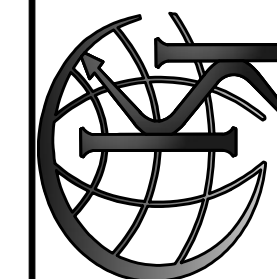
<

SURVEYORS NOTES

1. The subject property is in flood zone "X", "areas of minimal flood hazard" per FEMA flood map 08123C1511F revised November 29, 2023.
2. Location of wetland area should be delineated by appropriate authorities.
3. Elevation contours were provided by TST, Inc. and are based on Colorado State Plane North Zone and the North American Vertical Datum 1988.



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



REVISIONS:		DATE:
REVISED PER COMMENTS	CSK	7/11/25
REVISED PER COMMENTS	CSK	7/16/25

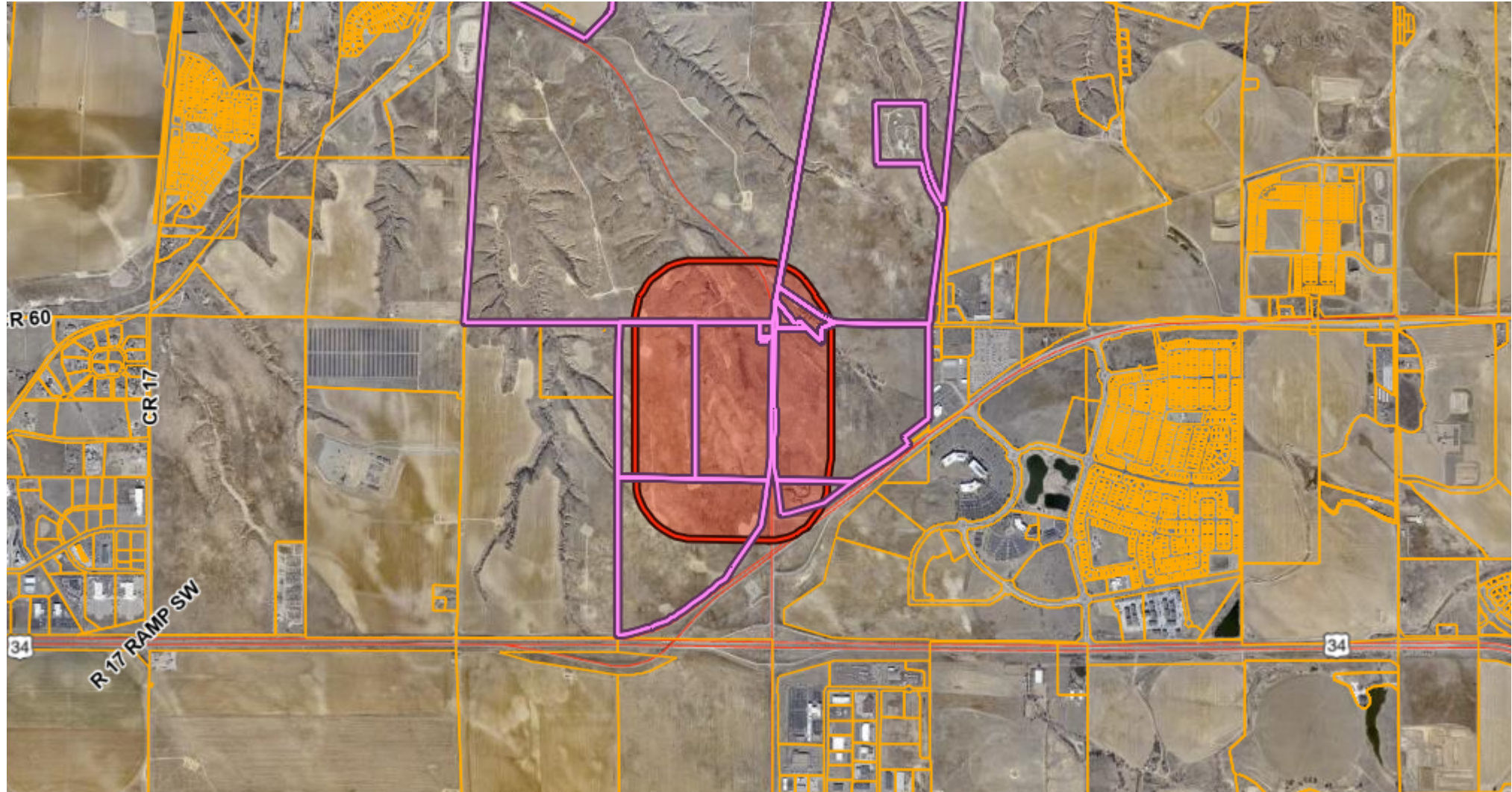
WINSON SITE ANALYSIS MAP
FOR
PATRIOT ENERGY, LLC
1625 PELICAN LAKES POINT #201
WINNEBAGO CO. 80550

PROJECT #:
20240306

1

SHEET 1 OF 1

KINNISON ANNEXATION APO BOUNDARY



Scale: 1:28635

Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



Notes:

DISCLAIMER: This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The designation of lots or parcels or land uses in the database does not imply that the lots or parcels were legally created or that the land uses comply with applicable State or Local law. UNDER NO CIRCUMSTANCE SHALL ANY PART THE PRODUCT BE USED FOR FINAL DESIGN PURPOSES. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT, NOR ACCEPTS ANY LIABILITY, ARISING FROM ANY INCORRECT, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.



June 12, 2025

City of Greeley - Community Development & Planning
Attn: Ms. Katelyn Puga
1100 10th Street
Greeley, CO 80631

CASCADIA EAST ANNEXATION | PROJECT NARRATIVE

Dear Ms. Puga,

On behalf of the applicant, WV Development, LLC, and the owner, VIMA Partners, LLC, we are pleased to petition for the Annexation of approximately 73.156 acres of property generally located west of the proposed extended Highway 257 and north of Highway 34.

The property proposed for this Annexation is part of a larger proposed master planned development, to be known as the Cascadia Planned Unit Development (PUD). The overall Cascadia PUD is envisioned to include a mix of uses: retail, entertainment, commercial, and residential, with this specific property proposed for annexation to permit a variety of land uses to include both residential and non-residential uses. Open space, parks, and amenities will also be included within the overall PUD and are still being determined.

PROPERTY CONTEXT AND BACKGROUND

The subject property consists of approximately 73.156 acres of vacant/undeveloped land that is located within unincorporated Weld County. The existing zoning is Weld County Agriculture (AG) and proposed zoning is Planned Unit Development (PUD). Existing surrounding land uses include:

- North: City owned natural area, limited to no future development planned.
- East: HWY 257, with a mixed-use property, as part of the Cascadia PUD.
- South: Undeveloped, vacant agricultural land.
- West: Undeveloped, vacant agricultural land.

Anticipated access to the property shall be provided via the adjacent HWY 257, with final access(s) points to be determined and potentially accessed via the properties to the south and/or west, depending on future development of those properties, if any.

The PUD is currently being written and details about the overall Cascadia development are still in progress. Exact details regarding the size of commercial/industrial facilities, estimated number of dwellings, and anticipated school students will be determined as part of the PUD. The project site falls within the School District RE4 – Windsor.

COMPLIANCE WITH THE GREELEY MUNICIPAL CODE

The Greeley Municipal Code outlines the general and the specific review criteria for Annexations in Section 24-214(b). Below are the justifications for each of the criteria:

1. General eligibility. The city council may consider an annexation petition for land that satisfies the eligibility requirements of the statutes of the state as follows:
 - a. The area proposed for annexation has not less than one-sixth of its perimeter contiguous with the municipal boundaries; and
Response: The area proposed for annexation shares a perimeter of approximately 6,108 feet out of an approximately 7,742-foot total perimeter (about 78%), which exceeds the 1/6th requirement.



- b. A community of interest exists between the area proposed for annexation and the city; the area is urban or will be urbanized in the near future; and the area is integrated with or is capable of being integrated with the annexing municipality.
Response: This property is within the growth area of the City and will be part of a larger development pattern being developed for this part of the City. The overall Cascadia PUD is proposed to include a City-owned entertainment district, which was approved by City Council in April 2025. The land being annexed will provide housing and related services in support of the overall PUD area, proposed entertainment district, and the overall City of Greeley.
 - c. The full width of all public rights-of-way adjacent to a proposed annexation shall be included in the annexation.
Response: All public rights-of-way adjacent to the proposed annexation are included in this application for annexation.
 - d. The responsibility to apply for exclusion from any applicable special districts shall be upon the applicant of the annexation.
Response: This is understood, and the Applicant acknowledges the responsibility to apply for exclusion from all applicable exclusions from special districts.
 - e. Annexations of enclaves may be initiated by the city council when such enclaves have been completely surrounded by property within the municipal limits for a period of at least three years.
Response: The proposed Annexation is not part of an enclave.
2. Specific criteria. The planning commission and city council shall evaluate annexations according to the following criteria:
 - a. The proposed annexation is in conformance with the city's comprehensive plan;
Response: Please see the section below, which outlines the proposed annexation's conformance with the Imagine Greeley Comprehensive Plan.
 - b. The proposed annexation promotes geographical balance of the city's land use pattern;
Response: The proposed annexation promotes geographical balance of the City's land use pattern, and the associated PUD further promotes smart planning and growth for the City.
 - c. Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with section 24-305.
Response: The annexation application is proposed in conjunction with the Cascadia PUD, which will develop adequate services to support the development and its users.
 - d. The proposed annexation provides for a continual and rational boundary; and
Response: The proposed annexation does provide for a continual and rational boundary, as depicted in the Annexation Map included with this application.
 - e. The proposed annexation is needed to accommodate future land use requirements.
Response: The area proposed for annexation is proposed for non-residential and residential development in support of the entertainment district and overall area within this part of the City of Greeley.

CONFORMANCE WITH THE IMAGINE GREELEY COMPREHENSIVE PLAN

The development of Cascadia will provide the City of Greeley and surrounding communities with significant economic diversification, growth, services, housing, infrastructure, and recreation. The Imagine Greeley Comprehensive Plan lays out many goals and objectives that are meant to provide guidance for how the City and community can work toward achieving the vision set forth in the plan. We believe that the Cascadia development will strongly support the following goals:

- Goal ED-2: Promote desired economic sectors and a diverse local economy.
 - The development of the Cascadia PUD will provide the City of Greeley with significant economic diversification due to the development of the entertainment district. Within this area, there are planned to be youth sports, a hotel, water park, outdoor plaza, and other highly energized and diverse land uses. This annexation and subsequent development will bring a diversity of land



uses to the area and will help promote the growth and vitality of the overall City of Greeley community.

- Goal ED-4: Facilitate intergovernmental and public/private partnerships that foster successful economic development.
 - The proposed annexation is part of a larger collaboration between the City of Greeley and The Water Valley Company through the PUD. CDOT and other local intergovernmental agencies are also involved in order to implement successful infrastructure improvements, as appropriate.
- Goal GC-1: Manage growth effectively.
 - The annexation of this site will help support the subsequent development of the overall Cascadia PUD. The PUD zoning will act as a guide to thoughtful growth in a coordinated and predictable manner. This will also help align infrastructure, land use, and services with the City's overall planning efforts. As noted, the Cascadia PUD will provide significant economic development and growth opportunities including entertainment, retail, commercial, and housing. Including this property in the City of Greeley will ensure that Greeley can help shape and direct the future growth of this area.
- Goal HO-2: Encourage a broad diversity of housing options.
 - This annexed land will allow for the development of a variety of housing options, the ultimate development of the types that are included will be determined by market conditions. The housing types allowed for within the Cascadia PUD will be diverse and will aim to accommodate and meet the needs of those in different income levels, life stages, and sizes.

CONCLUSION

The annexation of the Cascadia East property into the City of Greeley represents a thoughtful and strategic extension of the city's boundaries that aligns with the goals and vision of the Imagine Greeley Comprehensive Plan. By facilitating a mixed-use community that integrates housing, commerce, recreation, and open space, this project will enhance economic opportunity, support regional partnerships, promote healthy and inclusive living environments, and contribute to the city's long-term growth and vitality. We are confident that this annexation will provide lasting benefits to both current and future residents of Greeley and respectfully request your support for this application.

Sincerely,
Norris Design

Mitch Black, PLA
Principal

PLANNING COMMISSION SUMMARY

ITEM: A public hearing to consider a request for an annexation of approximately 73.319 acres of land located within unincorporated Weld County generally located west of State Highway 257 approximately one-half mile north of US Highway 34 known as the Kinnison Annexation (ANX2025-0003).

PROJECT: Kinnison Annexation

FILE NO: ANX2025-0003

LOCATION: Generally located west of State Highway 257 approximately one-half mile north of US Highway 34

APPLICANT: WV Development, LLC on behalf of VIMA Partners, LLC

CASE PLANNER: Brian McBroom, Community Development Director
Katelyn Puga, Planner III

PLANNING COMMISSION HEARING DATE: August 26, 2025

PLANNING COMMISSION FUNCTION: To review the proposed annexations for compliance with Section 24-214 of the Greeley Development Code and make a recommendation to the City Council.

EXECUTIVE SUMMARY

The applicant, WV Development, on behalf of property owner, VIMA Partners LLC, petitions to annex the property known as Kinnison Annexation (ANX2025-0003), Generally located west of State Highway 257 approximately one-half mile north of US Highway 34 into the City of Greeley, the subject site is comprised of approximately 73.319 acres. (Section J – Attachments).

A. REQUEST

The property owner, VIMA Partners LLC, and applicant, WV Development LLC, have petitioned the City to annex approximately 73.319 acres of unincorporated property. The annexations consist of one parcel, 095710000019.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

The 73.319 acres in unincorporated Weld County are generally located west of State Highway 257 approximately one-half mile north of US Highway 34.

- Current Zoning:** AG (Agricultural – County)
- Proposed Zoning:** Planned Unit Development (PUD)
- Abutting Zoning:** North: AG (Agriculture – County)
South: H-A (Holding Agriculture - City)
East: H-A (Holding Agriculture – City)
West: H-A (Holding Agriculture – City)

See Figure 1 for details.

- Site Conditions:** The site is currently undeveloped. State Highway 257 is located on the east boundary of the property. There are two plugged and abandoned oil and gas wells on the site. A portion of the property is characterized by significant topographical variation (arroyos).

Contiguity:

Annexation Application	Required Contiguity	Provided Contiguity
ANX2025-0003	16%	80.2%

- Abutting Land Uses:** North: City-Owned Natural Area, Electrical Substation
South: Undeveloped
East: State Highway 257, Undeveloped
West: Undeveloped

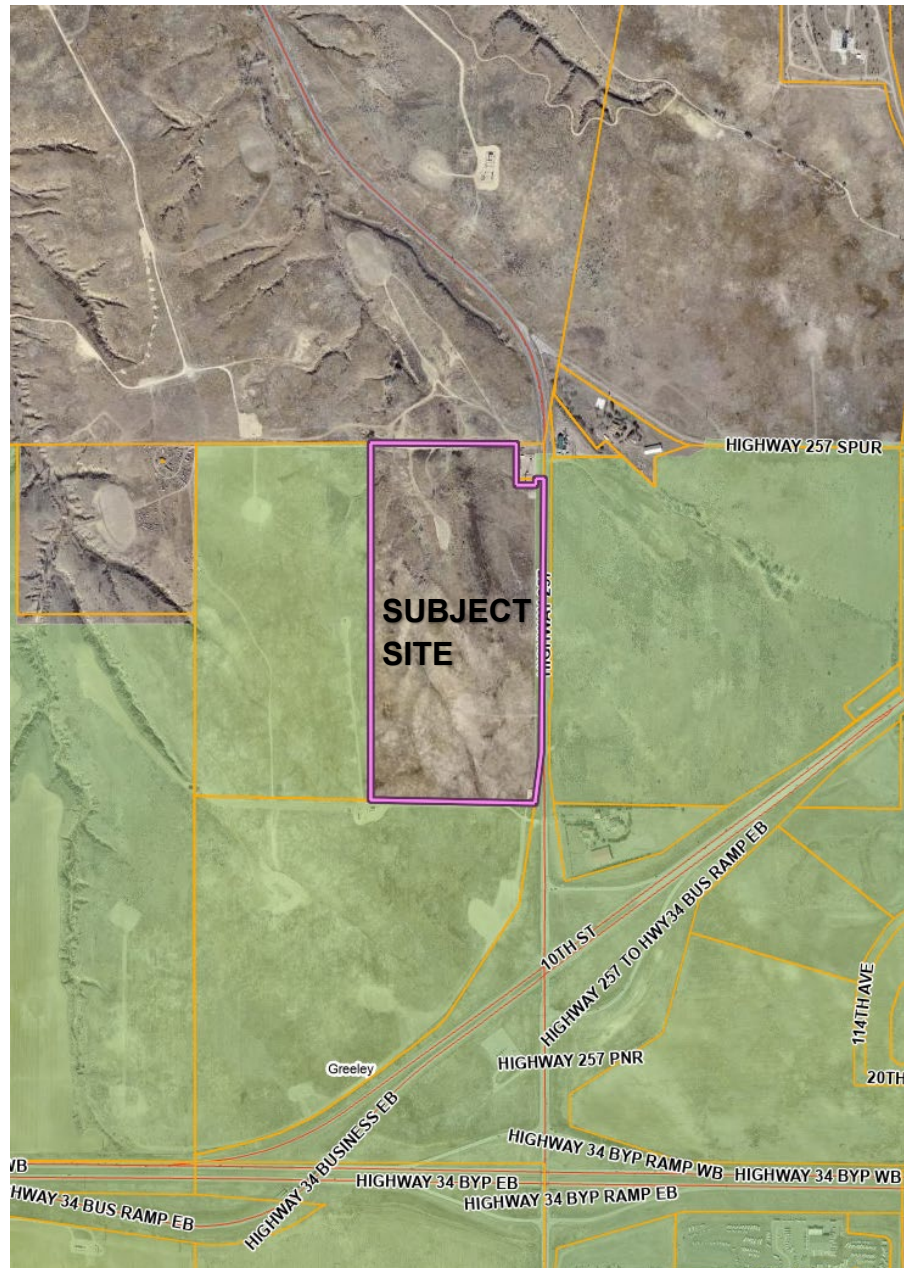


Figure 1: Vicinity Map

D. BACKGROUND

The property owner has petitioned the City to annex approximately 73.319 acres of unincorporated property. The annexation consists of one parcel, Parcel No. 095710000019. The annexation area is largely undeveloped land, except for two plugged and abandoned oil and gas wells, and characterized by variation in topography that consists of the arroyo natural features. The parcel is located within the Long-Range Expected Growth Area, the Three Mile Plan, and is designated as Bluff and Rural areas on Imagine Greeley's Land Use Guidance Map.

The applicant requests the annexation be zoned Planned Unit Development (PUD). Following approval of the annexation, the establishment of zoning will be considered as a separate hearing item and must, per state statutes, take place within 90 days of the annexation.

Colorado Revised Statutes §31-12-104 and §31-12-105 establish the legal requirements for annexation, and include: (1) not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley; (2) a community of interest exists between the territory proposed to be annexed and the City of Greeley; (3) the territory sought to be annexed is urban or will be urbanized in the near future and; (4) the territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley.

The City Attorney's Office has determined the proposal meets the statutory requirements to be considered for annexation, and City Council adopted a resolution on August 5, 2025, making a finding to this effect, scheduling the introduction of the ordinance concerning the annexation for September 2, 2025, and the final reading for September 16, 2025.

E. APPROVAL CRITERIA

The Commission shall consider comments from review agencies and offices, staff recommendation, applicant information, citizen comments, and the following criteria (found in Section 24-214 of the Greeley Development Code) in taking action to recommend approval, denial, or to table the annexation for future consideration:

1. The proposed annexation is in conformance with the Comprehensive Plan.

The following Imagine Greeley Comprehensive Plan policies apply to this request:

Growth Framework – Annexation Consideration

The following will be considered when evaluating annexation proposals:

1. The proposed annexation meets state requirements for annexations.
2. The proposed annexation meets the requirements for annexations set forth in the Greeley Municipal Code.
3. The proposed annexation is in conformance with the Imagine Greeley Comprehensive Plan.
4. The proposed annexation promotes a geographic balance of land uses.
5. The proposed annexation increases the City's supply of developable employment land or other future land use requirements.
6. Adequate services are or will be available to support the development expected to result from the proposed annexation.
7. The proposed annexation provides for a continuous and rational municipal boundary, and at least one-sixth of the annexation's perimeter is contiguous with the city's current boundary.

8. The area is urban or will be urbanized in the near future. However, annexation of undeveloped land is appropriate if another community goal is achieved, such as procurement of open land for a community separator, for open space, or for the conservation of farmland.

GC-1.5 Annexations: When considering a proposed annexation, the City should find persuasive evidence that the inclusion of the property into the City's jurisdiction meets the goals and objectives of the Comprehensive Plan, and that the property can be developed in a manner that will be a positive addition to the City, improve the quality of Greeley's neighborhoods, and can be provided with municipal services.

Staff Comment: The subject property is undeveloped. The proposed PUD zoning of the property anticipates future development as a mix of residential and commercial uses, provided that adequate services can be extended and a master plan is incorporated into any future development.

The site is located within the Long-Range Expected Growth Area (LREGA) and is designated on the Land Use Guidance Map as a combination of Bluffs, Rural, and Entryway Character Corridor. The bluffs and rural designations emphasize preserving a low-density development pattern, particularly in areas identified as having ecological significance. In contrast, State Highway 257 provides opportunity to enhance character at a valuable entryway into the city.

1. GC-1: Manage growth effectively.

Staff Response: Annexation of the property allows the City to proactively manage growth, preserve the unique landscape character, and enhance the public realm along this key entryway.

2. IN-2: Ensure the design, construction, and appearance of City infrastructure and facilities contributes to the character of the community.

Staff Response: Future development will require master planning and sub-area planning to ensure the provision of adequate public facilities. As full urban services are not currently available at the site, any development proposal must demonstrate how the area will be fully and sustainably served.

In addition, the property's adjacency to State Highway 257 presents a valuable opportunity for the City to shape visitors' first impressions through coordinated design and public improvements.

3. *NR-3: Demonstrate stewardship of the environment.*

Staff Response: Annexing this property to the City allows for the management of the unique landscape character (bluffs) in the area using design strategies to protect any identified natural features with future development proposals.

This request complies with this criterion.

2. The proposed annexation promotes geographical balance of the City's land use pattern.

Staff Comment: The proposed annexation provides growth in the west part of Greeley as it is adjacent to Arroyos Del Sol Natural Area and assists in filling an existing gap in city limits in this area. It is identified as part of the city's Long-Range Expected Growth Area and provides opportunity to align with the City's growth and land use patterns for western Greeley.

This request complies with this criterion.

3. Adequate services are, or will be, available to support the development expected to result from the proposed annexation.

Staff Comment: If annexed, the subject site would be served by the Greeley Fire Department and the City of Greeley Police Department. Future dedication of public safety sites within this area is considered with the proposed PUD zoning proposal.

The annexation would continue being served by the Windsor RE-4 School District (See Section H. 5 for more information)

Currently no City-level utilities are needed at the site; however, they could be extended for future development. The extension of services is not required for the annexation but is required to be evaluated as a part of the PUD zoning proposal for future development of the area.

This request complies with this criterion.

4. The proposed annexation provides for a continual and rational boundary.

Staff Comment: As proposed, the annexation would exceed the State's one-sixth contiguity requirements, with contiguity of 80.2% (16% minimum required). These inclusions of this property would also help provide a continual and rational boundary by adding an area of unincorporated land within the Long Range Expected Growth Area and the Three Mile Plan, and it would connect with areas already annexed to the west, east, and south of the proposed annexation area.

This request complies with this criterion.

5. The proposed annexation is needed to accommodate future land use requirements.

Staff Comment: The proposed annexation is needed to accommodate anticipated future development within the City. Since the site is located between existing City of Greeley Boundary on three of its four sides, it will close an existing gap and potential future enclave that would be located within the city boundary. Any future development of the area will require additional development review depending on the proposal. The concurrent establishment of zoning request to PUD (PUD2025-0003) anticipates a mix of residential and commercial uses for future development at this property. The establishment of PUD (Planned Unit Development) zoning as part of the larger Cascadia PUD proposal is being considered. Future development would need to meet the City's Development Code, Imagine Greeley Comprehensive Plan and Adequate Public Facilities requirements.

This request complies with this criterion.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The parcel included in the annexation application is currently unsubdivided in unincorporated Weld County. A Subdivision Plat will be required for future development proposals.

2. HAZARDS

The property contains two plugged and abandoned oil and gas wells; no active wells or associated operations remain. Fifty-foot setbacks are shown from the wells as part of the application submittal, the presence of these wells does not impact the proposed zoning. Large portions of the property feature notable topographic variation, including arroyos.

3. WILDLIFE

According to the City of Greeley's Areas of Ecological Significance map in the adopted Comprehensive Plan, the property may contain areas that are ecologically significant. All development review proposals will require biologist reports to ensure that any sensitive areas are not negatively compromised.

4. FLOODPLAIN

The site has no mapped floodplains on the subject property.

5. DRAINAGE AND EROSION

The site is largely undeveloped with drainage patterns expected to match existing conditions. However, drainage patterns and required stormwater infrastructure and detention would be examined in greater detail through further development applications and the subsequent permitting processes.

6. TRANSPORTATION

The annexation request includes a section of Weld County Right-of-Way along the north side of the annexation boundary. This Right-of-Way does not contain any County identified roadways.

H. SERVICES

1. WATER

Water service to the proposed annexation will be provided by the City of Greeley in accordance with the PUD and any other Intergovernmental Agreements.

2. SANITATION

Sewer service will be provided by the City of Greeley in accordance with the PUD and any other applicable Intergovernmental Agreements.

3. EMERGENCY SERVICES

The subject site is currently served by the Windsor/Severance Fire Protection District. With the successful annexation, the applicant would withdraw the property from the Windsor/Severance Fire Protection District (request to withdraw was provided with the annexation application). The City of Greeley Fire Department would take over fire services for the site once annexed. The closest fire station, Fire Station #6 (10603 W. 20th St) is approximately 2 miles away to the east.

The City of Greeley Police Department would also serve this area with the completion of the annexation. The nearest police station is approximately eight (8) miles east located at the northeast corner of 10th Street and 30th Avenue.

Additional requirements for adequate public facilities are evaluated under the establishment of zoning request to PUD.

4. PARKS/OPEN SPACES

The site is located directly south of the 1,000-acre city-owned Arroyos Del Sol natural area. Future parks and open space will be required with the establishment of zoning as a PUD and further with the future subdivision and site plans for the property.

5. SCHOOLS

The annexation is located in the Windsor RE-4 School District. The school district has been notified of the annexation proposal and will be notified as part of the requirements for the Annexation Impact Report.

An Intergovernmental Agreement between the City and Weld RE-4 School District allows for the dedication of sites and land areas for schools, or payments in lieu thereof (“in lieu payments”) for any new residential construction associated with future development in the City. The school district will be consulted during the development review proposals regarding land dedication or in-lieu payments for school sites.

I. NEIGHBORHOOD IMPACTS

1. VISUAL

The annexation would not create any visual impact on the surrounding neighborhood, which is largely rural. Potential impacts would be reviewed at time of future development.

2. NOISE

Staff does not anticipate that the proposed annexation would create any significant increase in noise. Potential impacts would be reviewed at time of future development.

H. NOTIFICATION:

Mailed notice is not required per the Development Code. However, as a courtesy a mailed notice was sent on August 1, 2025, to surrounding properties within 1,000 feet of the subject property. The applicant posted signs in one location on the property on August 8, 2025, and a notice was published as required by the noticing requirements in the Development Code. To date, staff has not received any written or verbal public comment regarding the Planned Unit Development case. Any comment received after this report is published will be provided as an exhibit to the commission at the public hearing.

I. PLANNING COMMISSION RECOMMENDED MOTION:

A motion that, based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-214. b.2.(a-e). And, the proposed annexation Schmerge Annexation, File number ANX2025-0003, meets State statutory requirements and, therefore, recommends approval of the annexation to the City Council.

I. ATTACHMENTS:

1. Resolution No. 41, 2025 with Exhibit A
2. Vicinity & Zoning Map
3. Annexation Site Analysis Map
4. Adjacent Property Owner Notice Boundary Map
5. Project Narrative
6. Staff Presentation



Planning Commission Meeting Minutes

August 26, 2025, at 1:15 pm

1. Call to Order

Don Threewitt (Deputy Director of Community Development) asked all online participants who wished to speak to raise their hand. A list of speakers would be compiled and used during the public portion of the hearing.

Chair Yeater called the meeting to order at 1:15 pm

2. Roll Call - Present

Chair Justin Yeater
Vice Chair Louisa Andersen
Commissioner Jeff Carlson
Commissioner Brian Franzen
Commissioner Larry Modlin
Commissioner Christian Schulte
Absent
Commissioner Erik Briscoe

3. Approval of the agenda

There were no changes to the agenda, Chair Yeater proceeded with the agenda as published.

4. Approval of the July 22, 2025, and August 12, 2025, Planning Commission Meeting Minutes

Motion by Commissioner Franzen:

To approve July 22, 2025, and August 12, 2025 Planning Commission Meeting minutes as published.

Second: Carlson

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

5. Approval of a Special Planning Commission Meeting on Wednesday August 27, 2025, at 1:30pm

Motion by Commissioner Franzen:

To hold a Special Planning Commission Meeting on Wednesday August 27, 2025, at 1:30pm

Second: Vice Chair Andersen

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

6. A public hearing to consider a request for annexation of approximately 219.221 acres of land generally located west of 131st Avenue, approximately one mile north of US Highway 34 known as Schmerge Annexation (ANX2025-0002)

Brian McBroom (Director of Community Development) began by noting that Items 6, 7, and 8 would be presented together, but each item would be voted on separately. He recommended that the items be introduced together.

Chair Yeater then introduced all three items together.

Mr. McBroom began his presentation by introducing himself, Katelyn Puga (Planner III), Thomas Gilbert (Engineer IV) and the items as published.

At 1:26pm the Clerks had to restart the sound system as the microphones were not working properly. Mr. McBroom was asked to pause his presentation until this was remedied. His presentation resumed at 1:27pm.

Commissioner Schulte requested clarification on the items being voted on, confirming that the first two involve annexations—deciding whether the parcels should be incorporated into the City of Greeley—and the third concerns approval of PUD zoning. No decisions on future development plans are being made at this time; those will follow later. Mr. McBroom affirmed that Commissioner Schulte’s understanding was correct. Mr. McBroom reiterated a previous point from his presentation, emphasizing that all subsequent development plans must align with the approved PUD zoning criteria.

Commissioner Franzen asked if concerns such as traffic should be addressed at this stage. Mr. McBroom answered by saying, at this conceptual stage, the plan has the capability of meeting the City’s infrastructure design criteria, with detailed evaluations to follow in later land use applications.

Vice Chair Andersen requested a definition of the city’s role as a co-applicant and how it relates to the quasi-judicial body. Mr. McBroom answered by saying 100 of the 828 acres are city-owned. In April, the City Council joined Water Valley Company as co-applicant for the PUD and authorized Water Valley to prepare the application. When finalized, the City Council will review the project in its usual quasi-judicial zoning role, regardless of the city’s ownership. Vice Chair Andersen then inquired whether there have been other PUDs, or if any are expected in the future, where the applicant and the approving body are the same. Mr. McBroom answered by saying the city has often required land use approvals for development on city-owned property, though it’s unclear if any involves a planned unit development (PUD). This can be confirmed after the hearing. All developments, including those on city property, must comply with the City’s Development Code.

Vice Chair Andersen noted that the existing salvage yard was specifically excluded and was not mentioned among the uses of the abutting land. She then asked why it was necessary to exclude it. Chair Yeater asked to keep questions directed to the items up for vote. Vice Chair Andersen then said her question pertained to the PUD portion specifically. She asked for an update on the timeline for a forced annexation of the salvage yard, given that it is an enclave. She noted that the code says if a property has been an enclave for more than three years, it should be subject to forced annexation. Mr. McBroom stated he was not aware of any actions that the city has taken to unilaterally annex that property.

Vice Chair Andersen referenced a slide noting the intent to incorporate design standards and ensure compatibility with existing uses, and asked how the small parcel, that the salvage yard sits on, in the middle of the entertainment district would be addressed in terms of design and sensitivity under the PUD. Mr. McBroom noted that the parcel is controlled by Water Valley Company, which is aware of the adjacent, potentially incompatible land use in Planning Area B, and suggested this might be better addressed by the applicant during their presentation.

Vice Chair Andersen asked about access to the salvage yard and how it connects to surrounding elements, including Highways 34 and 17, and how that access will function within the framework of the proposed PUD. Mr. McBroom stated that the PUD does not propose changes to the salvage yard's access. While a new interchange at County Road 17 and Highway 34 is being planned, design details are not yet available. Mr. Trombino (Managing Director) is in attendance and may provide further insight, but the PUD cannot alter access to adjacent properties.

Commissioner Carlson noted that the PUD includes some non-contiguous parcels and asked for clarification on the rationale behind that approach. He also inquired whether the excluded areas are intended to remain permanently outside the PUD. Mr. McBroom stated that while the exact answer isn't known at this time, Planning Areas H and I lie farther east than the main PUD area. The developer intends to apply consistent land use, site design, and open space standards across all 828 acres. The city expects the PUD to set the tone for future development of the land between the included parcels.

Commissioner Schulte noted that annexation and zoning wouldn't immediately impact road layout or utilities, but asked what consideration has been given to long-term needs such as law enforcement. Mr. McBroom explained that police and fire departments are already discussing how to serve the area, including early plans for a new fire station, potentially with a police substation. The fire department is seen as the most urgent need due to response time concerns, as police already patrol citywide. A new station west of Highway 257 is being explored, pending funding and site selection. In the meantime, mutual aid agreements with nearby fire districts will help maintain service levels during early development phases.

Commissioner Franzen had a follow-up question regarding funding for those new stations. Mr. McBroom noted that police and fire facilities are funded through a dedicated tax and public safety impact fees collected at the time of building permits. If those sources fall short, the city's general fund would likely cover the remaining costs.

Chair Yeater inquired whether the City has a policy on forced annexation and if there are any current annexation requests for the lot containing the salvage yard. Mr. McBroom stated that he is not aware of any policy on forced annexation, nor of any annexation request made for that property.

Chair Yeater asked if there were any more questions for staff. Seeing none, Chair Yeater invited the applicant to make their presentation.

Martin Lind (Developer) introduced himself. Mitch Black (Norris Design) introduced himself and the presentation as published.

Mr. Black answered Vice Chair Andersen's previous question about the salvage yard. He explained that the PUD includes buffering criteria for all land uses, especially in mixed-use areas like Planning Areas A and B adjacent to the salvage yard. These standards ensure appropriate

buffering between compatible and less compatible uses, aligning closely with existing city requirements.

Chair Yeater asked whether the applicant was also representing the city to respond to questions. Mr. Black responded by saying general questions about the PUD can be addressed, but city representatives are present to respond to any specific questions related to the city as a co-applicant.

Vice Chair Andersen asked about the salvage yard, noting that since the property owner has not requested annexation and no forced annexation is required, what the plan was for incorporating that area into the Cascadia development. Mr. Lind stated that they are working in good faith with the salvage yard owners to identify potential relocation sites and seek an amicable resolution. However, if relocation isn't possible, certain actions related to State Highway 34—unrelated to the current hearing and managed by Public Works—will need to proceed. While there is significant activity in the area, Mr. Lind emphasized that they are not the property owners nor representing the salvage yard at this time.

Commissioner Schulte asked if part of the vision is to have an arena suitable for an affiliate or farm team hockey. Mr. Lind confirmed that it will serve as the development team for the Colorado Avalanche. The Colorado Eagles have committed to this site, and as their representatives, he can confirm this with full authority.

Chair Yeater inquired about a gap that appeared to be excluded from the PUD. During this discussion, the microphones malfunctioned. Chair Yeater summarized their conversation when they came back online as the following: “my question was, what was the break between the two parcels? And as you indicated, it's merely a graphical representation defining planning areas A, B, C, and so on. It's the line between those two planning areas. It's simply a graphical representation of what's going on, there is no gap.”

Commissioner Franzen asked whether the salvage yard would be included in the future plan for the area, either following an amicable resolution or if potential annexation takes place. Mr. Lind said the intent, if a solution can be reached, would be to return and pursue annexation of the property, incorporating it into the same Planned Unit Development (PUD).

Chair Yeater invited the city representative, as a co-applicant, to speak.

Paul Trombino (Managing Director) introduced himself. The commission had no questions.

Chair Yeater opened the public portion of the meeting at 2:16 p.m.

Seeing nobody from the public that wished to speak, Chair Yeater closed the public portion of item 6 (ANX2025-0002) at 2:16 p.m.

Motion by Commissioner Franzen:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation **meets** approval criteria found in Section 24-214. b.2.(a-e). And, the proposed Schmerge Annexation, File number **ANX2025-0002**, **meets** State statutory requirements. And, therefore, **recommend approval** of the request to the City Council.

Second: Vice Chair Andersen

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

7. **A public hearing to consider a request for annexation of approximately 73.319 acres of land located within unincorporated Weld County, generally located west of State Highway 257 approximately one-half mile north of US Highway 34 known as Kinnison Annexation (ANX2025-0003)**

Chair Yeater opened the public portion of the meeting at 2:16pm

Seeing nobody from the public that wished to speak, Chair Yeater closed the public portion of item 7 (ANX2025-0003) at 2:17pm

Motion by Vice Chair Andersen:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation **meets** approval criteria found in Section 24-214. b.2.(a-e). And, the proposed Kinnison Annexation, File number **ANX2025-0003**, **meets** State statutory requirements. And, therefore, **recommend approval** of the request to the City Council.

Second: Commissioner Franzen

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

8. **A public hearing to consider a request for establishment of zoning for approximately 220.56 acres and rezone for approximately 613.218 acres from H-A (Holding Agriculture) to PUD (Planned Unit Development) for a total of approximately 833.786 acres generally located east of Weld County Road 17 and north of US Highway 34 known as Cascadia Planned Unit Development (PUD2025-0003)**

Chair Yeater opened the public portion of the meeting at: 2:17pm

Morgan Kidder representing Ravina Investments LLC spoke in favor of the project, stating the zoning for this property lays the groundwork for this developer to create an economic boom for the City of Greeley that will far surpass what Scheels and Centerra do for the town of Johnstown and the City of Loveland.

Chair Yeater asked if anyone else from the public wished to speak. Seeing none, Chair Yeater closed the public portion of item 8 (PUD2025-0003) at 2:19pm and invited the applicant to rebuttal any testimony or speak further on the item. Seeing none, Chair Yeater asked that they read each motion individually and proceed appropriately.

Motion by Vice Chair Andersen:

Based on the project summary and analysis, the Planning Commission finds that the request for a rezoning and establishment of the Cascadia Planned Unit Development, File number **PUD2025-0003**, **does not meet** approval criteria found in Section 24-204. (b), and Section 24-205(c) of the Development Code and therefore **recommend denial** of the PUD to the City Council.

Second: Commissioner Franzen

Discussion: Vice Chair Andersen expressed concern over the city acting as both applicant and approving body for this PUD, citing the vague, sensitive nature of the proposal and the quasi-judicial process. Additionally, concerns were raised about compatibility with adjacent land uses—particularly the neighboring salvage yard, which complicates the plan. With no current annexation plans for that property, future annexation could create conflicts with proposed amenities like

parks. Due to these unresolved issues and built-in conflicts, Vice Chair Andersen does not recommend approval of the PUD (Planned Unit Development).

Chair Yeater said he believes the applicant can manage the use and notes that the landowner has not expressed concerns, which suggests the issue may not be significant. While acknowledging some concerns about the PUD's (Planned Unit Developments) use, they view this as an appropriate and unique application of the PUD (Planned Unit Development). Chair Yeater also recognized the potential conflict of the city acting as both applicant and regulator but pointed out that similar situations with single parcels have been reviewed before. Chair Yeater intends to vote against the current motion, hoping for a subsequent motion to approve the item.

Commissioner Schulte stated that he does not believe it is improper for the city to consider its own application, noting that it is common for a government to subject itself to the same laws and processes as private landowners. While it may seem unusual for the city to be both applicant and approver, the city council is politically accountable to the public, ensuring transparency. The alternative—exempting the city from these processes—would limit its ability to own and develop land. The speaker supports evaluating the application on its merits regardless of ownership and intends to oppose the current motion.

Commissioner Modlin noted that, in many cases, properties with differing adjacent uses have not prompted discussions about their future compatibility. However, he emphasized that this PUD specifically requires addressing that issue. As a result, Commissioner Modlin stated he would not support approval of this motion.

Vice Chair Yeater asked if anyone else would like to speak to the motion. Seeing none, Chair Yeater asked for a vote, clarifying the motion is in opposition to the item.

Vote: 1-5, motion failed (Commissioners Schulte, Carlson, Yeater, Franzen & Modlin voted “no”)

Absent: Commissioner Briscoe

Chair Yeater turned it back to the commission to see if there was another motion.

Motion by Commissioner Schulte:

A motion that based on the project summary and analysis, the Planning Commission finds that the request for rezoning and establishment of zoning for the Cascadia Planned Unit Development, file number **PUD2025-0003**, **meets** approval criteria found in Section 24-204(b), and Section 24-205(c) of the Development Code, and therefore **recommends approval** of the request to City Council **with the following condition:**

- The Park Land Dedication (PLD) standards as provided on Sheet 24 of the PUD Design Standards shall be revised prior to City Council Public Hearing date to reflect final agreements for Park Land Dedication credit.

Second: Commissioner Franzen

Vice Chair Andersen thanked Commissioner Schulte for his clarification regarding the city, subjecting itself to its own criteria.

Vote: Motion carried 5-1 (Commissioner Anderson voted “no”)

Absent: Commissioner Briscoe

9. **Motion by Commissioner Franzen:**

A motion to cancel the special planning meeting for Wednesday August 27, 2025, at 1:30 pm

Second: Commissioner Schulte

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

10. Staff Report:

Brian McBroom (Director of Community Development) provided several updates: The three cases discussed in this meeting are scheduled for first reading by City Council on September 2nd, with public hearings tentatively set for September 16th. Community surveys for the East and West Subarea Plans have received 135 and 157 responses, respectively, which are considered strong given current engagement challenges. Additionally, the City Council plans to adopt a proclamation at their October 7th meeting declaring October as Community Planning Month in Greeley, with an invitation extended to the commissioners to attend and participate in the related photo opportunity.

Chair Yeater expressed gratitude to City Staff and the Commission for their efforts throughout the day, noting it was encouraging to see everyone come together.

11. Adjournment:

Chair Yeater adjourned the meeting at 2:31 pm.

(Name) – Chair

(Name) – Staff Liaison or Dept Manager



Council Agenda Summary

September 2, 2025

Key Staff Contact: Thomas Gilbert, Brian McBroom, Community Development Director, Katelyn Puga, Planner III

Title:

Introduction and first reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, to establish a Planned Unit Development (PUD) zoning for property located generally north of US Highway 34 and east of Weld County Road 17 and west of CR 21 1/2 comprised of approximately 833.786 acres (Cascadia PUD)

Summary:

The applicant, WV Development, LLC, on behalf of the property owners, Patriot Energy LLC, VIMA Partners, LLC, and the City of Greeley, request to establish the Cascadia Planned Unit Development (PUD). The PUD proposes the establishment of zoning for 220.568 acres and rezoning of 613.218 acres, totaling 833.786 acres, to create a master-planned community that will serve as a new gateway into west Greeley.

The plan includes six separate parcels generally located north of US Highway 34, east of Weld County Road 17, and east and west of State Highway 257. The PUD plan is organized into nine Planning Areas across three distinct Character Areas: the Entertainment District, anchored by an arena, youth ice facility, hotel/water park, Cascadia Falls Park, and public plaza; Cascadia Ranch, which includes mixed-use areas, residential neighborhoods, and an equestrian center; and Cascadia East, which emphasizes commercial development supported by high-density housing.

The PUD allows for approximately 3,401 residential units of varied types, approximately 23 percent of land for entertainment uses, and 36 percent for commercial and mixed-use development. An integrated network of parks, trails, civic spaces, and connections to the Arroyos Del Sol Natural Area is incorporated into the PUD. Public facilities are also accounted for, including five acres dedicated to future fire and police services.

Public outreach for the PUD application included a neighborhood meeting attended by approximately 70 residents. The feedback highlighted concerns about traffic, safety, loss of open space, school capacity, and equitable community benefits. Colorado Parks and Wildlife also requested stronger protection for habitat and connectivity to Arroyos Del Sol. The Town of Windsor provided comments referencing the Intergovernmental Agreements between the City of Greeley and the Town of Windsor for development adjacent to Highway 34, requesting future coordination and assurance that the development adheres to the terms of the agreement.

The zoning application was heard by the Planning Commission on August 26, 2025, the Planning Commission recommended approval by a 5-1 vote with the following condition:

The Park Land Dedication (PLD) standards as provided on Sheet 24 of the PUD Design Standards shall be revised prior to City Council Public Hearing date to reflect final agreements for Park Land Dedication credit.

The condition of approval is anticipated to be satisfied prior to the City Council public hearing. Letters regarding the public hearing were mailed to property owners within 1,000 feet, signs were posted on the site, and a public notice was published on the City of Greeley website in accordance with City requirements.

Fiscal Impact:

Because of the city's close involvement in this project, including the development of a complex financial model for the Entertainment District, the fiscal impact of this development has been studied extensively, and additional analysis is ongoing. The fiscal impacts of the project are generally positive but do also contain some risks to the city. This fiscal analysis extends well beyond the scope of this PUD zoning application and is not incorporated into this application review.

Legal Issues:

None.

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

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 certain date.

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for September 16, 2025

Attachments:

1. Ordinance No. 30, 2025 with Appendix A
2. Planned Unit Development (PUD) Plan Set
3. Legal Description
4. Vicinity and Zoning Map for Cascadia PUD
5. Adjacent Property Owner Notification Boundary Map
6. Project Narrative for Cascadia PUD
7. Colorado Parks and Wildlife Comments dated 08.18.2025
8. Town of Windsor Comment Letter dated 07.22.2025
9. Planning Commission Summary Report
10. 08.26.2025 Draft Planning Commission Minutes

CITY OF GREELEY, COLORADO
ORDINANCE NO. 30, 2025
CASE NO. PUD2025-0003

**AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY,
COLORADO, TO ESTABLISH A PLANNED UNIT DEVELOPMENT (PUD) ZONING FOR
PROPERTY LOCATED GENERALLY NORTH OF US HIGHWAY 34 AND EAST OF WELD
COUNTY ROAD 17 COMPRISED OF APPROXIMATELY 833.786 ACRES**

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

Section 1. The following described property located in the City of Greeley, Colorado is hereby established as a PUD (Planned Unit Development) zoning district in the City of Greeley, County of Weld, State of Colorado:

Legal Description

See Appendix A, attached hereto, and incorporated herein.

Section 2. The property of the pertinent zoning districts as shown on the official zoning map is hereby changed so as to accomplish the above-described zoning change, 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 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 ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 30, 2025
CASE NO. PUD2025-0003

**AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY,
COLORADO, TO ESTABLISH A PLANNED UNIT DEVELOPMENT (PUD) ZONING FOR
PROPERTY LOCATED GENERALLY NORTH OF US HIGHWAY 34 AND EAST OF WELD
COUNTY ROAD 17 COMPRISED OF APPROXIMATELY 833.786 ACRES**

A parcel of land, located in the South Half (S1/2) of Section Four (4), and Section Nine (9), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 9 and assuming the South line of the Southwest Quarter (SW1/4) of said Section 9 as bearing South 89°30'14" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2560.93 feet and with all other bearings contained herein relative thereto;

THENCE North 00°33'25" East along the East line of the SW1/4 of said Section 9 a distance of 50.01 feet to the **POINT OF BEGINNING**;

THENCE continuing North 00°33'25" East along said East line a distance of 1548.09 feet;

THENCE South 89°30'14" West a distance of 500.00 feet;

THENCE South 00°33'25" West a distance of 1548.10 feet;

THENCE South 89°30'14" West a distance of 1931.40 feet;

THENCE North 45°27'33" West a distance of 141.31 feet;

THENCE North 00°16'12" West a distance of 2511.82 feet;

THENCE North 89°55'44" West a distance of 30.00 feet to the West Quarter corner of said Section 9;

Thence along the Westerly and Northerly lines of the Northwest Quarter of said Section 9 the following Two (2) courses:

THENCE North 00°12'36" West a distance of 2692.59 feet;

THENCE South 89°07'14" East a distance of 1581.01 feet;

THENCE North 42°34'18" West a distance of 1173.63 feet;

THENCE North 38°58'01" East a distance of 592.30 feet;

THENCE South 88°32'56" East along the South line of the Northwest Quarter of the Southwest Quarter of said Section 4 a distance of 268.75 feet to the Southwest Sixteenth corner of said Section 4;

THENCE North 04°51'36" East along the East line of the Northwest Quarter of the Southwest Quarter of said Section 4 a distance of 659.37 feet to the Center-North-Southwest 1/64 corner of said Section 4;

THENCE South 88°15'36" East along the North line of the South Half of the Northeast Quarter of the Southwest Quarter of said Section 4 a distance of 1303.22 feet to the Center-North-South 1/64 corner of said Section 4;

Thence along the Westerly, Northerly and Easterly lines of the Southeast Quarter of said Section 4 the following Three (3) courses:

THENCE North 04°30'29" East a distance of 652.58 feet;

THENCE South 88°50'07" East a distance of 2424.64 feet;

THENCE South 00°04'39" East a distance of 2593.84 feet;

THENCE South 01°16'49" West a distance of 30.00 feet;

THENCE North 89°06'31" West a distance of 2632.72 feet to the East line of the Northwest Quarter of said Section 9;

THENCE South 00°30'42" West along said East line a distance of 2625.49 feet;

THENCE South 00°33'25" West a distance of 542.54 feet;

THENCE South 73°09'34" East a distance of 1302.02 feet;
THENCE South 88°43'08" East a distance of 1336.33 feet to the East line of the Southeast Quarter of said Section 9;
THENCE South 01°16'52" West along said East line a distance of 809.88 feet;
THENCE North 88°39'41" West a distance of 408.71 feet;
THENCE South 01°17'24" West a distance of 408.71 feet;
THENCE South 88°43'16" East a distance of 408.77 feet to the East line of the Southeast Quarter of said Section 9;
THENCE South 01°16'52" West along said East line a distance of 399.93 feet;
THENCE South 89°34'02" West a distance of 2565.94 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM a strip of land 100 feet in width as conveyed to The Northern Construction Company in Warranty Deed recorded December 9, 1907 in Book 271 at Page 68, 50 feet on each side of the centerline of the track of the Great Western Railway.

Said described parcel of land contains 613.218 Acres, more or less (±).

And;

A parcel of land, located in the East Half of the Northeast Quarter (E1/2 NE1/4) of Section Ten (10), and Northwest Quarter (NW1/4) of Section Eleven (11), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 11 and assuming the North line of the NW1/4 of said Section 11 as bearing South 89°29'46" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2631.74 feet and with all other bearings contained herein relative thereto;

THENCE South 00°25'48" East along the West line of the NW1/4 of said Section 11 a distance of 87.95 feet

THENCE North 89°29'46" West a distance of 60.01 feet to the **POINT OF BEGINNING**;

THENCE South 89°29'46" East a distance of 634.19 feet;

THENCE South 47°17'57" East a distance of 323.96 feet;

THENCE North 00°30'14" East a distance of 217.60 feet;

THENCE South 89°29'46" East a distance of 263.26 feet;

THENCE North 60°30'14" East a distance of 120.40 feet

THENCE North 10°00'12" East a distance of 80.02 feet to the beginning point of a curve, non-tangent to the aforesaid line;

THENCE along the arc of a curve concave to the left a distance of 135.14 feet, said curve has a Radius of 815.00 feet, a Delta of 09°30'03" and is subtended by a Chord bearing South 84°44'45" East a distance of 134.99 feet to a Point of Tangency;

THENCE South 89°29'46" East a distance of 1304.94 feet;

THENCE South 06°19'34" West a distance of 40.21 feet to the North Quarter corner of said Section 11;

THENCE South 00°24'51" East along the East line of said NW1/4 a distance of 1564.34 feet;

THENCE South 52°23'22" West a distance of 527.32 feet;
THENCE South 37°36'38" East a distance of 135.10 feet;
THENCE South 52°23'22" West a distance of 351.28 feet;
THENCE North 58°29'28" East a distance of 54.55 feet;
THENCE North 53°20'26" East a distance of 708.60 feet;
THENCE South 00°24'51" East a distance of 7.56 feet;
THENCE South 53°15'13" West a distance of 689.66 feet;
THENCE South 58°13'28" West a distance of 703.00 feet;
THENCE South 53°15'17" West a distance of 130.76 feet to the South line of the NW1/4 of said Section 11;
THENCE North 89°34'09" West along said South line a distance of 1369.60 feet to the East Quarter corner of said Section 10;
Thence along the Southerly, Westerly and Northerly lines of the E1/2 NE1/4 said Section 10 the following Three (3) courses:
THENCE South 89°35'41" West a distance of 1299.39 feet;
THENCE North 00°00'05" West a distance of 2632.07 feet;
THENCE North 89°21'03" East a distance of 1074.70 feet;
THENCE South 00°25'48" East a distance of 314.00 feet;
THENCE North 89°21'03" East a distance of 145.00 feet;
THENCE North 00°25'49" West a distance of 227.26 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 220.568 Acres, more or less (±).

CHECKED BY: DJ MA
DRAWN BY:

Sheet Index

- 1 Cover
- 2-5 Existing Conditions
- 6 General Provisions & Notes
- 7 Overall PUD Plan
- 8-9 PUD Plan
- 10 Land Use Matrix
- 11-12 Development Standards
- 13-15 Lot Typicals
- 16-18 PUD Intent & Character Imagery
- 19-24 Residential, Nonresidential, Landscape, and Sign Design Standards & Parks Requirements
- 25 Parks Plan
- 26-27 Access and Parking and Street Design Standards
- 28-31 Street Sections

Parcel Owners

	Parcel	Account #	Owner Name	Mailing Addressing	City	State	Zip Code
1	095704000006	R1601586	PATRIOT ENERGY LLC	1625 PELICAN LAKES PT STE 201	WINDSOR	CO	80550
2	095704000031	R0165691	PATRIOT ENERGY LLC	1625 PELICAN LAKES PT STE 201	WINDSOR	CO	80550
3	095709000008	R1606086	VMA PARTNERS LLC (87.33%)	1625 PELICAN LAKES PT	WINDSOR	CO	80550
	095709000008	R1606086	PATRIOT ENERGY LLC (12.67%)				
4	095710000019	R0000989	VMA PARTNERS LLC	1625 PELICAN LAKES PT STE 201	WINDSOR	CO	80550
5	095711200003	R4811907	VMA PARTNERS LLC	1625 PELICAN LAKES PT STE 201	WINDSOR	CO	80550
6	095709401003	R8991486	CITY OF GREELEY	1000 10TH STREET	GREELEY	CO	80631

Legal Description - West

A parcel of land, located in the South Half (S1/2) of Section Four (4), and Section Nine (9), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

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THENCE North 38°58'01" East a distance of 592.30 feet;
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THENCE North 04°51'36" East along the East line of the Northwest Quarter of the Southwest Quarter of said Section 4 a distance of 659.37 feet to the Center-North-Southwest 1/64 corner of said Section 4;
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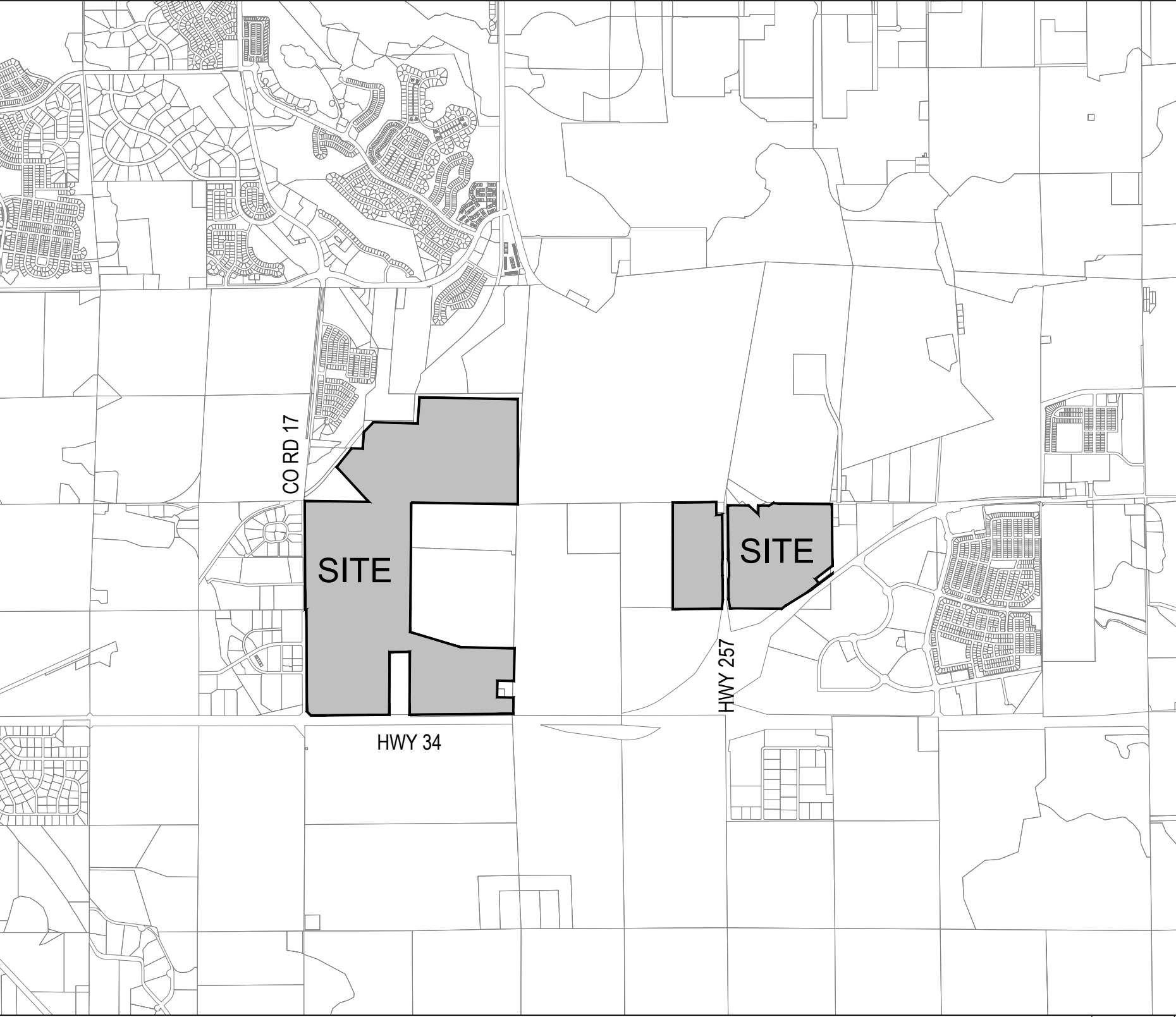
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Cascadia
Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
Project Number: PUD2025-0003

Vicinity Map



SCALE: 1" = 3,000'



Legal Description - East

A parcel of land, located in the East Half of the Northeast Quarter (E1/2 NE1/4) of Section Ten (10), and Northwest Quarter (NW1/4) of Section Eleven (11), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

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THENCE North 60°30'14" East a distance of 120.40 feet
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THENCE along the arc of a curve concave to the left a distance of 135.14 feet, said curve has a Radius of 815.00 feet, a Delta of 09°30'03" and is subtended by a Chord bearing South 84°44'45" East a distance of 134.99 feet to a Point of Tangency;
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THENCE North 89°21'03" East a distance of 145.00 feet;
THENCE North 00°25'49" West a distance of 227.26 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 220.568 Acres, more or less (±).

Certification Of Ownership

The undersigned as the owner or owner's representative of the lands described herein hereby agree behalf of itself, its successors and assigns to develop and maintain the property described hereon in accordance and compliance with this approved Zoning Map and the City of Greeley Development Code.

Witness my hand and seal this ____ day of _____ A.D. _____.

By:
For [The City of Greeley]

Title: _____ Date: _____

Certification Of Ownership

The undersigned as the owner or owner's representative of the lands described herein hereby agree behalf of itself, its successors and assigns to develop and maintain the property described hereon in accordance and compliance with this approved Zoning Map and the City of Greeley Development Code.

Witness my hand and seal this ____ day of _____ A.D. _____.

By:
For [Owner]

Title: _____ Date: _____

Certification Of Ownership

The undersigned as the owner or owner's representative of the lands described herein hereby agree behalf of itself, its successors and assigns to develop and maintain the property described hereon in accordance and compliance with this approved Zoning Map and the City of Greeley Development Code.

Witness my hand and seal this ____ day of _____ A.D. _____.

By:
For [Owner]

Title: _____ Date: _____

Notarial Certificate

STATE OF _____)
ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__.
By _____ as _____

Witness my hand and official seal. _____ (Seal)

My commission expires _____

Public Notary _____

Community Development Director

Director of Community Development

Date

Planning Commission Recommendation

Recommended by the City of Greeley Planning Commission, this ____ day of _____, 20 ____.

City Council Approval

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

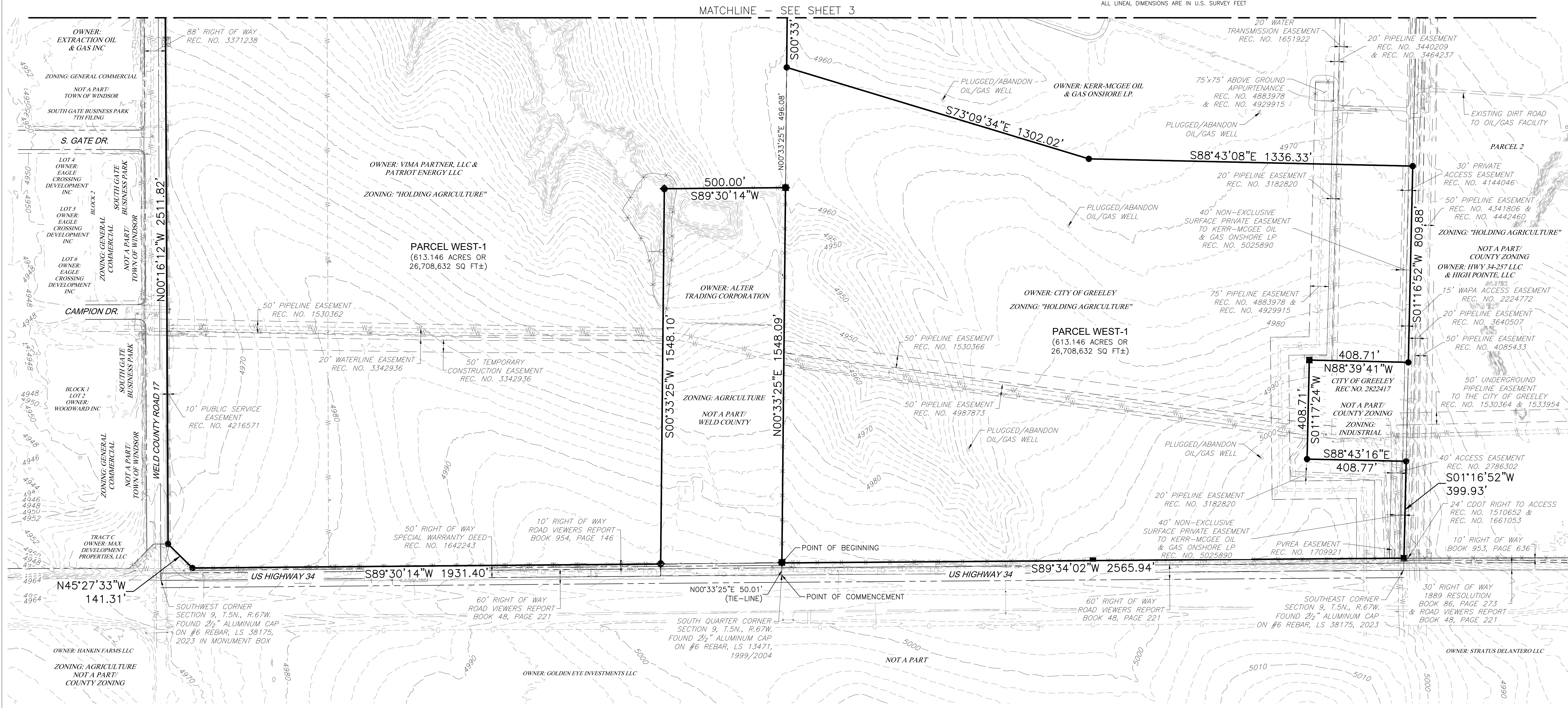
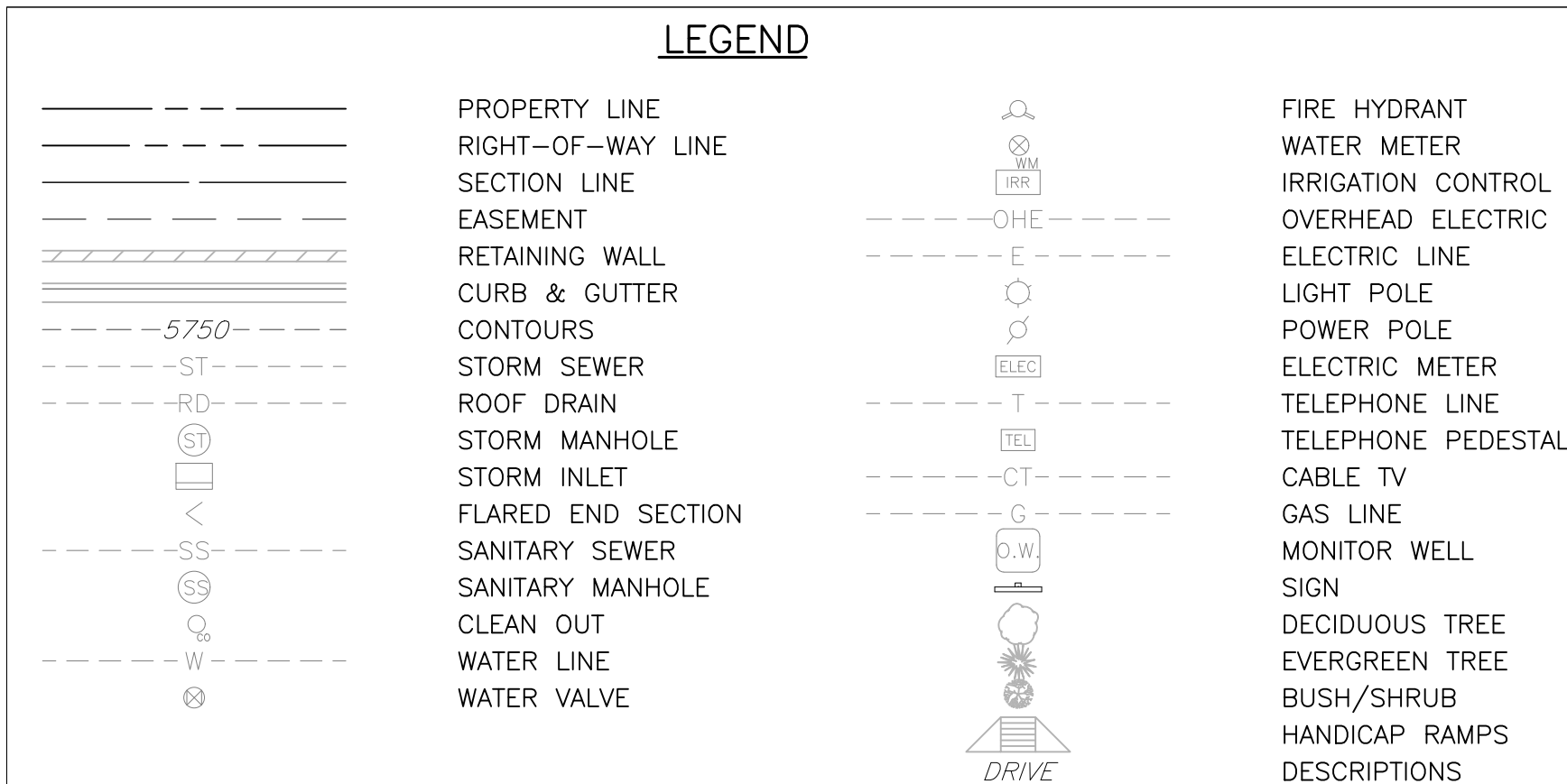
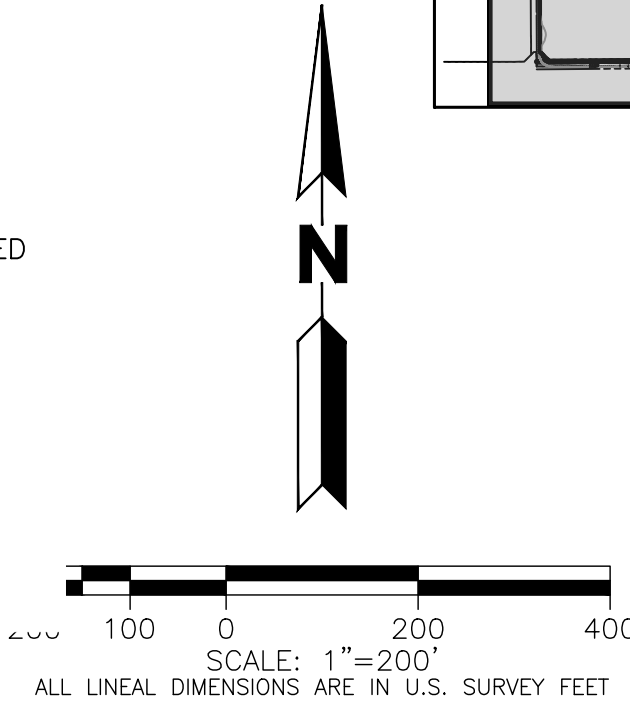
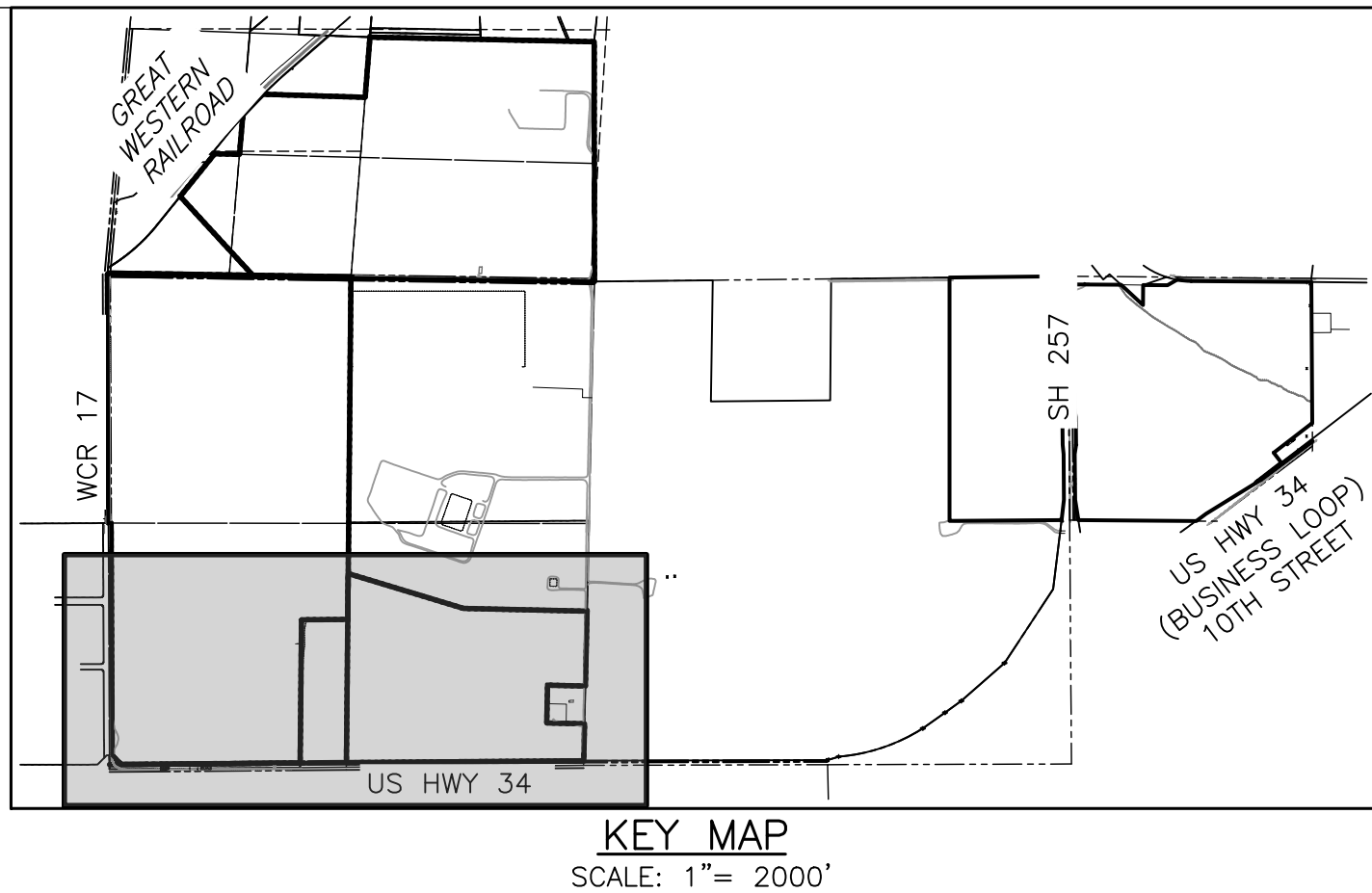
Development Team

Applicant	Applicant	Entitlements	Civil Engineer
City of Greeley 1100 10th Street Greeley, CO 80631	Water Valley Development, LLC 1625 Pelican Lakes Point Windsor, CO 80550 Garrett Scallion gscallion@watervalley.com	Norris Design 1101 Bannock Street Denver, CO 80204 Mitch Black mblack@norris-design.com	Martin Martin 12499 West Colfax Avenue Lakewood, CO 80215 David Kuntz dkuntz@martinmartin.com

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
Project Number: PUD2025-0003

Project Number: PUD2025-0003

1. **BENCHMARK:** ELEVATIONS ARE BASED UPON CITY OF GREELEY CONTROL MONUMENT #88, A ALUMINUM DISK SET APPROXIMATELY 5.0' EAST OF WELD COUNTY ROAD 25, 3' NORTH OF A GUARD RAIL POST AND APPROXIMATELY 0.2 MILES NORTH OF THE INTERSECTION OF COUNTY ROAD 25 AND COUNTY ROAD 62. ELEVATION = 4725.12' US SURVEY FEET NAVD 88. (WEST GREELEY PROJECT CONTROL PLAN, DATED 05/29/2025, MERRICK)
2. **COORDINATE SYSTEM:** NORTHINGS AND EASTINGS SHOWN ON THIS CONTROL DIAGRAM ARE MODIFIED COLORADO STATE PLANE NORTH ZONE (NAD83). THE SCALE FACTOR USED TO MODIFY THE COORDINATES FROM PROJECT COORDINATES TO STATE PLANE COORDINATES IS 0.999790743. THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. FEET. THE VERTICAL DATUM FOR THIS SURVEY IS NORTH AMERICAN DATUM (NAVD) OF 1988. (WEST GREELEY PROJECT CONTROL PLAN, DATED 05/29/2025, MERRICK)
3. BASED ON FEMA FLOOD INSURANCE RATE MAPS (FIRMS) 080123C1495F AND 08123C1511F, EFFECTIVE NOVEMBER 30, 2023, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A REGULATORY SPECIAL FLOOD HAZARD AREA (SFHA) AND IS NOT SUBJECT TO THE REQUIREMENTS SET FORTH BY THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP).
4. SURVEY INFORMATION SHOWN ON EXISTING CONDITIONS MAP PROVIDED BY MERRICK SURVEY DATED JULY 14, 2025 AND KING SURVEYORS ANNEXATION MAP DATED JULY 16, 2025.
5. DEVELOPMENT SHALL BE SUBJECT TO THE PUD'S REQUIRED SETBACKS FROM OIL & GAS FACILITIES.
5. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO.
PURPOSE: TELEPHONE AND TELEGRAPH LINES
RECORDING DATE: MAY 28, 1926
RECORDING NO: BOOK 796 AT PAGE 328 (NOT PLOTTABLE - NO SPECIFIC LOCATION)
AFFECTS: SE4



**NORRIS
DESIGN**
PEOPLE + PLACEMAKING

1101 BANNOCK STREET
DENVER, CO 80204
P 303.892.1166

NORRIS-DESIGN.COM

Cascadia PUD

Planned Unit Development

OWNER:

DATE:

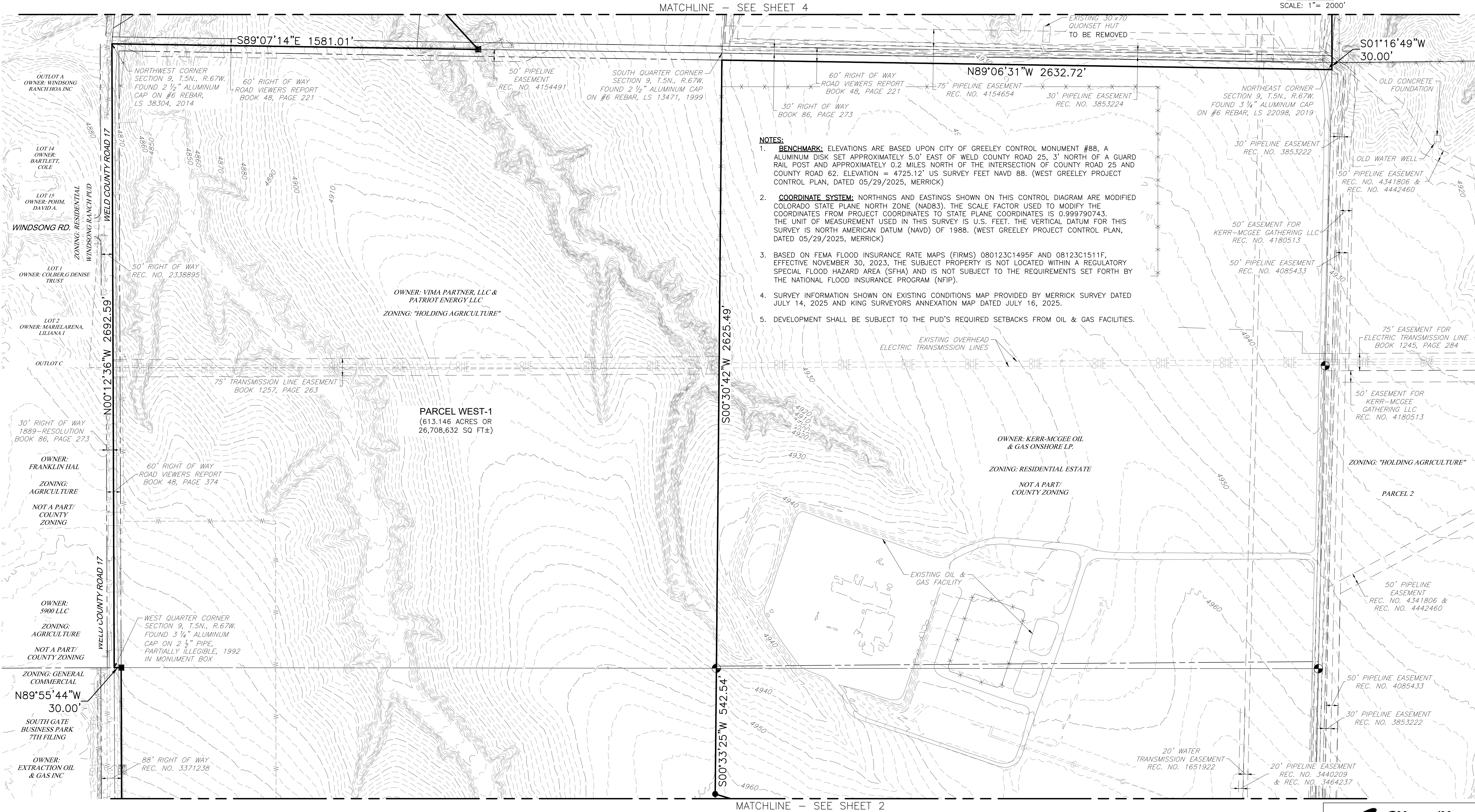
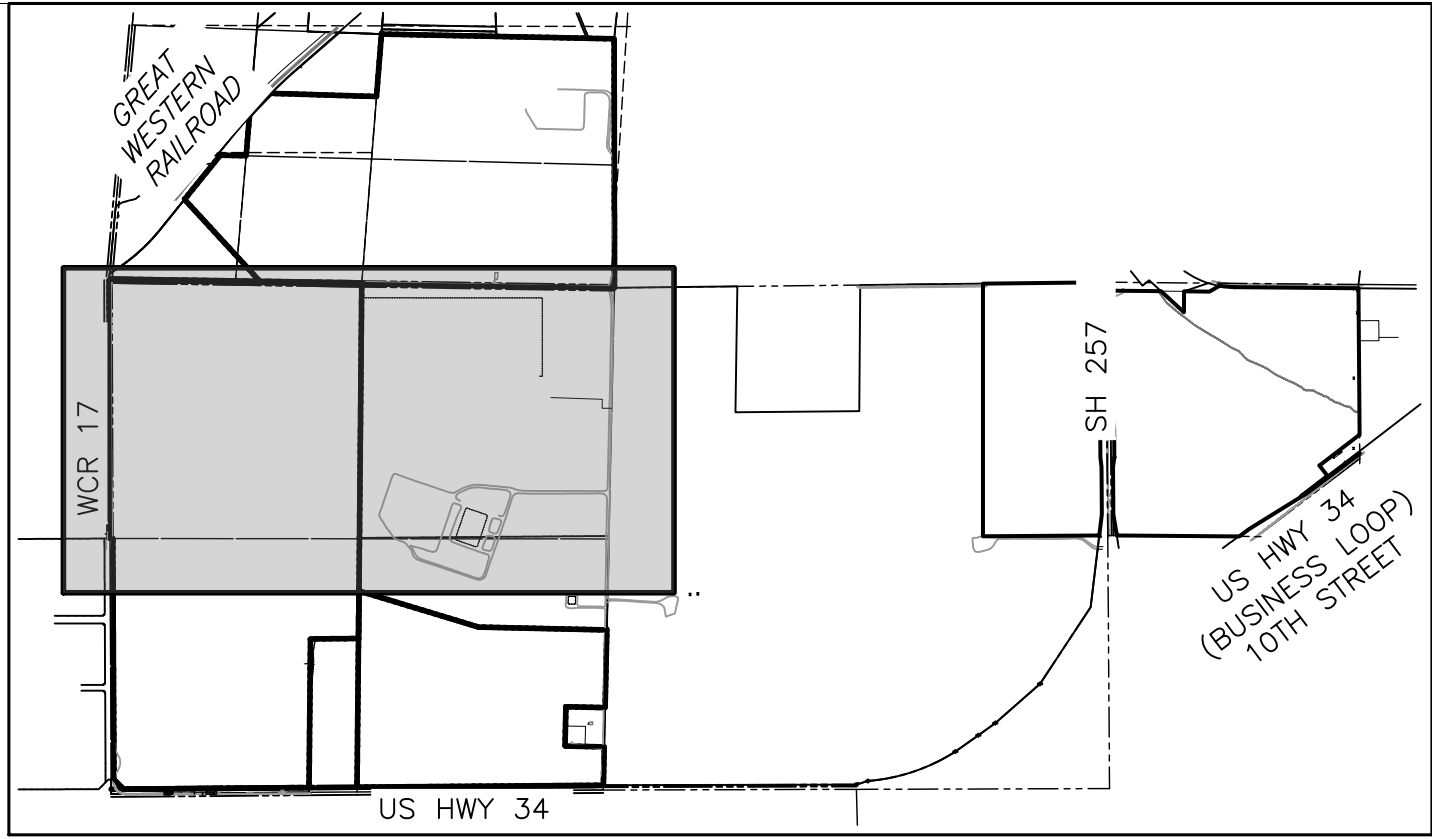
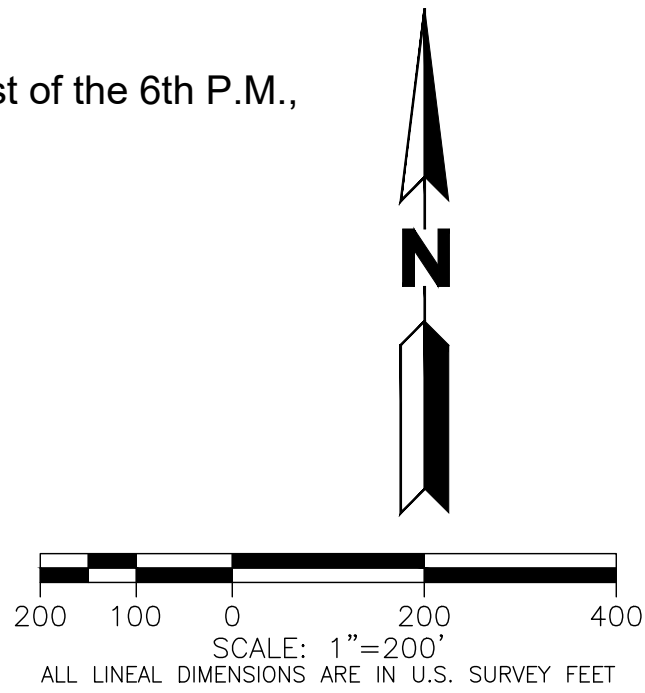
01 Sub: 7/11/25
02 Sub: 7/25/25
03 Sub: 8/8/25
04 Sub: 8/18/25

SHEET TITLE:
EXISTING
CONDITIONS

2 of 31

LEGEND			
	PROPERTY LINE		FIRE HYDRANT
	RIGHT-OF-WAY LINE		WATER METER
	SECTION LINE		IRRIGATION CONTROL
	EASEMENT		OVERHEAD ELECTRIC
	RETAINING WALL		ELECTRIC LINE
	CURB & GUTTER		LIGHT POLE
	CONTOURS		POWER POLE
	STORM SEWER		ELECTRIC METER
	ROOF DRAIN		TELEPHONE LINE
	STORM MANHOLE		TELEPHONE PEDESTAL
	STORM INLET		CABLE TV
	FLARED END SECTION		GAS LINE
	SANITARY SEWER		MONITOR WELL
	SANITARY MANHOLE		SIGN
	CLEAN OUT		DECIDUOUS TREE
	WATER LINE		EVERGREEN TREE
	WATER VALVE		BUSH/SHRUB
			HANDICAP RAMPS
			DESCRIPTIONS

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Cascadia PUD
Planned Unit Development
Greeley, CO

OWNER:

DATE:
01 Sub: 7/11/25
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SHEET TITLE:
EXISTING
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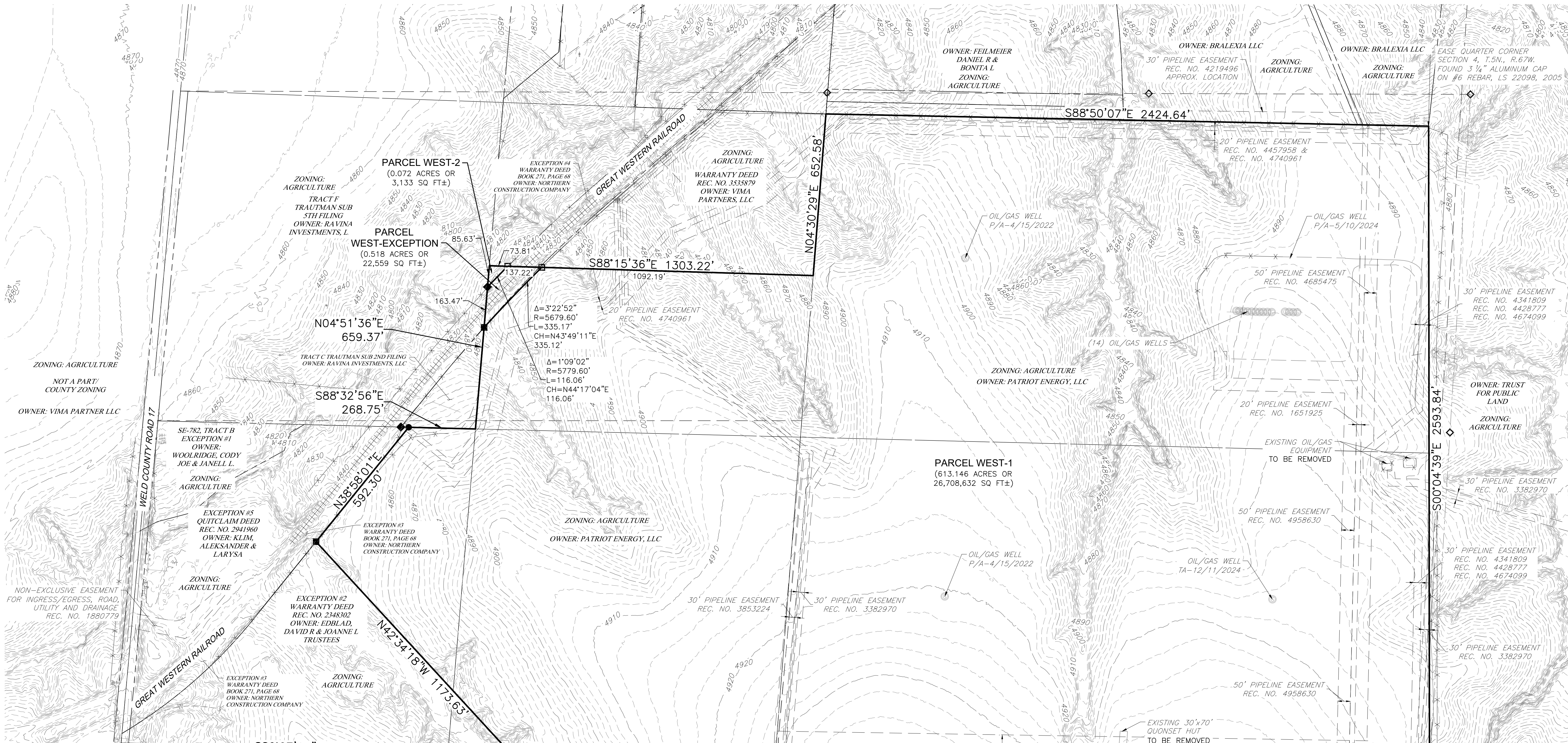
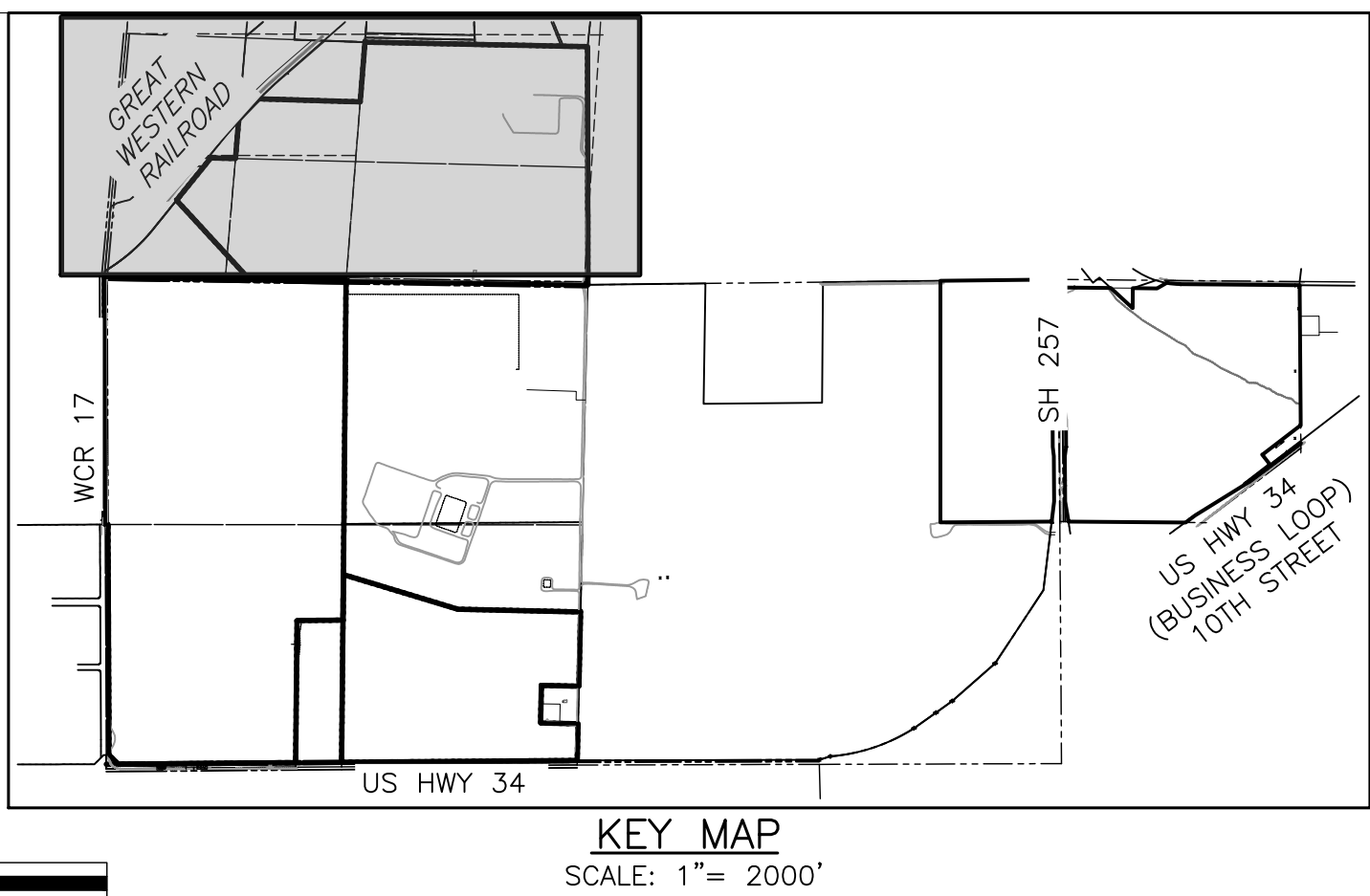
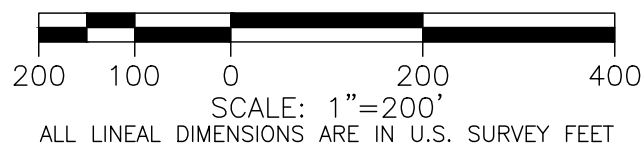
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	SANITARY SEWER		MONITOR WELL
	SANITARY MANHOLE		SIGN
	CLEAN OUT		DECIDUOUS TREE
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			HANDICAP RAMPS
			DESCRIPTIONS
			DRIVE

Cascadia

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- NOTES:**
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 - COORDINATE SYSTEM:** NORTHINGS AND EASTINGS SHOWN ON THIS CONTROL DIAGRAM ARE MODIFIED COLORADO STATE PLANE NORTH ZONE (NAD83). THE SCALE FACTOR USED TO MODIFY THE COORDINATES FROM PROJECT COORDINATES TO STATE PLANE COORDINATES IS 0.999790743. THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. FEET. THE VERTICAL DATUM FOR THIS SURVEY IS NORTH AMERICAN DATUM (NAVD) OF 1988. (WEST GREELEY PROJECT CONTROL PLAN, DATED 05/29/2025, MERRICK)
 - BASED ON FEMA FLOOD INSURANCE RATE MAPS (FIRMS) 080123C1495F AND 08123C1511F, EFFECTIVE NOVEMBER 30, 2023, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A REGULATORY SPECIAL FLOOD HAZARD AREA (SFHA) AND IS NOT SUBJECT TO THE REQUIREMENTS SET FORTH BY THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP).
 - SURVEY INFORMATION SHOWN ON EXISTING CONDITIONS MAP PROVIDED BY MERRICK SURVEY DATED JULY 14, 2025 AND KING SURVEYORS ANNEXATION MAP DATED JULY 16, 2025.
 - DEVELOPMENT SHALL BE SUBJECT TO THE PUD'S REQUIRED SETBACKS FROM OIL & GAS FACILITIES.



MATCHLINE - SEE SHEET 3

OWNER:

DATE:
01 Sub: 7/11/25
02 Sub: 7/25/25
03 Sub: 8/8/25
04 Sub: 8/18/25

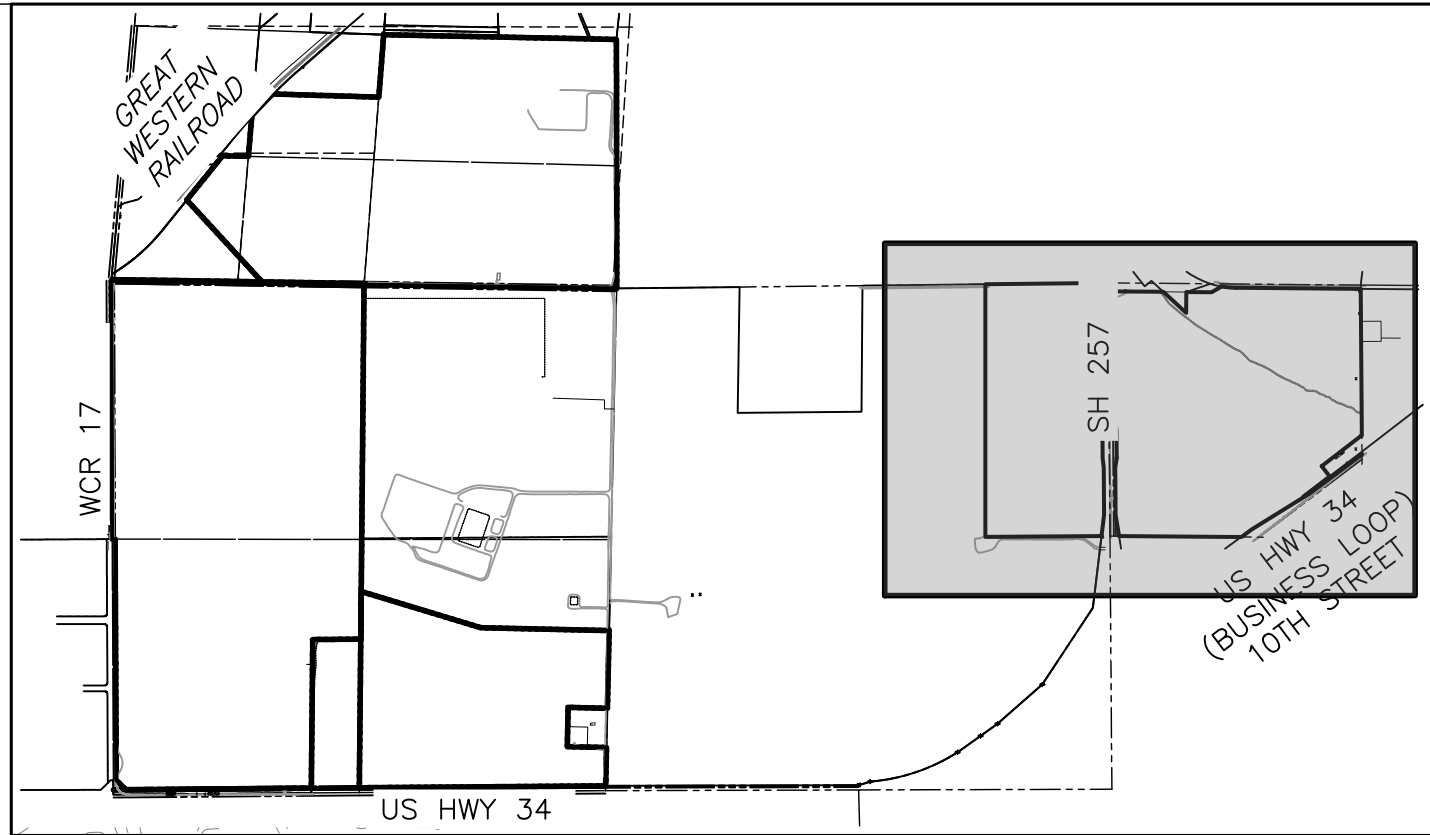
SHEET TITLE:
EXISTING
CONDITIONS

NOTES:

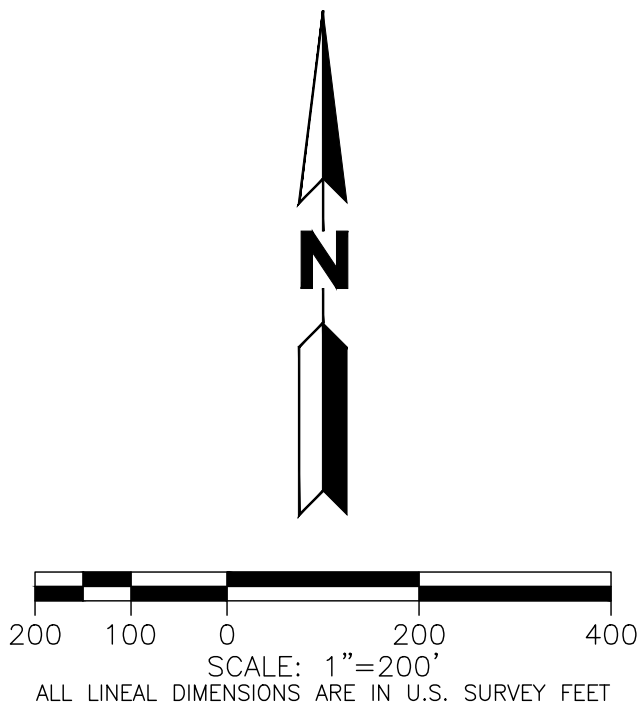
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5. DEVELOPMENT SHALL BE SUBJECT TO THE PUD'S REQUIRED SETBACKS FROM OIL & GAS FACILITIES.

Cascadia
Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
Project Number: PUD2025-0003



KEY MAP
SCALE: 1"= 2000'



LEGEND

---	PROPERTY LINE
---	RIGHT-OF-WAY LINE
---	SECTION LINE
---	EASEMENT
---	RETAINING WALL
---	CURB & GUTTER
---	CONTOURS
---	STORM SEWER
---	ROOF DRAIN
---	STORM MANHOLE
---	STORM INLET
---	FLARED END SECTION
---	SANITARY SEWER
---	SANITARY MANHOLE
---	CLEAN OUT
---	WATER LINE
---	WATER VALVE
---	FIRE HYDRANT
---	WATER METER
---	IRRIGATION CONTROL
---	OVERHEAD ELECTRIC
---	ELECTRIC LINE
---	LIGHT POLE
---	POWER POLE
---	ELECTRIC METER
---	TELEPHONE LINE
---	TELEPHONE PEDESTAL
---	CABLE TV
---	GAS LINE
---	MONITOR WELL
---	SIGN
---	DECIDUOUS TREE
---	EVERGREEN TREE
---	BUSH/SHRUB
---	HANDICAP RAMPS
---	DRIVE
---	DESCRIPTIONS

Cascadia PUD
Planned Unit Development
Greeley, CO

OWNER:

DATE:

01 Sub: 7/11/25
02 Sub: 7/25/25
03 Sub: 8/8/25
04 Sub: 8/18/25

SHEET TITLE:
EXISTING
CONDITIONS

Cascadia Planned Unit Development

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833.786 Acres
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General Provisions

1. Conformance with the City of Greeley Code

Development of this Planned Unit Development (PUD) shall conform to all restrictions, regulations and procedures adopted by ordinance by the City of Greeley at the time of subdivision/permit application, except as expressly provided otherwise in this document or as established through the West Greeley Project Coordination Agreement. Provisions of this PUD shall prevail and govern development. For subjects not addressed herein, the appropriate jurisdictional regulations and codes shall be applied.

2. Administrative Process for Variations and Changes to the PUD

The graphics contained within the PUD are intended to depict general locations and illustrate concepts expressed in the narrative provisions of the PUD. They are not intended to be absolute, nor represent the ultimate build out of Cascadia, but rather they are included to depict potential design solutions that may evolve within the PUD during subdivision, site plan or other land use entitlements processes. It is the goal of this PUD to serve as a guiding document for the appropriate build out of Cascadia. Given the magnitude of development within the property associated with this PUD and the associated timeline it will take to develop, it is essential that this PUD be approved with an understanding of inherent flexibility. In granting approval, the City shall allow variations for the purpose of establishing the following through the standards included in this PUD:

- Final road/street alignments
- Final configuration of lot and tract sizes and shapes
- Final access locations
- Final signage and monument design
- Additional (future) lot typicals depicting new lot layout configurations

a. Planning Area Boundaries and Flexibility

The Planning Area boundaries, land uses, and arrangements are generally shown on the PUD Plan and will be modified as more final designs and engineering are completed. Any changes or modifications to these boundaries and the associated streets are permitted. A maximum of 30 percent change to the total area of a Planning Area boundary within the approved PUD Plan may be completed without an amendment to the PUD. A Planning Area may be partially subdivided and/or subdivided into multiple filings and phases at the subdivision stage of the development review process.

b. Maximum Level of Development and Transfers

The actual number of residential units and nonresidential square footage approved is established in this PUD and the locations, densities and configurations will be determined and calculated at the subdivision/site plan stage of the development review and approval process. A Project Tracking Sheet will be used to document the series of subdivisions at Cascadia over the life cycle of the project.

Residential units associated with each Planning Area in the PUD are identified in the PUD Summary chart on the Overall PUD Plan to generally guide initial planning and the potential distribution of residential uses within the PUD. The residential units included in the PUD Summary chart are for general information and description only. Actual land uses and residential densities/amounts for each Planning Area will be determined during future subdivision and site plan stages for properties within the PUD, and may be adjusted as follows:

The maximum number of allowable residential units stated in the PUD Summary chart on the Overall PUD Plan shall not be exceeded without an amendment to the PUD. The total number of residential units developed in a Planning Area may be less than the number established within the PUD. If the maximum residential unit count per the PUD Summary chart is not achieved for any given Planning Area, those units may be transferred to any other Planning Area which allows residential uses. This transfer of residential units may be completed administratively, without a formal amendment process to the PUD. The total number of residential units allowed within the PUD boundary may be exceeded by up to 10 percent administratively, without a formal PUD Amendment.

There is no maximum for nonresidential use gross floor area square footage per Planning Area. The total nonresidential square footage allowed within this PUD may be increased by up to 15 percent administratively, without a formal PUD Amendment.

c. Signs

As noted above, given the magnitude of the development within the property associated with this PUD and the timeline it will take to develop, it is essential that the Sign Standards be approved with the understanding of inherent flexibility. Variations shall be allowed for the purposes of establishing the sign standards. These variations will be granted through an administrative process and approved by the director. Sign design and details shall be covered under separate Planned Sign Programs (PSPs) submitted for city review and approval. A PSP for signs within Planning Area A shall be approved prior to or concurrent with approval of the first site plan within Planning Area A. A PSP for signs within Planning Areas B-I shall be approved prior to or concurrent with approval of the first site plan within any of those Planning Areas.

3. PUD Amendments

Changes to the PUD not covered under General Provisions Note 2 are considered amendments to the PUD. This includes:

- Changes to the total area of a Planning Area boundary within the PUD greater than 30 percent
- Increases to the maximum number of allowable residential units within the PUD greater than 10 percent
- Increases to the maximum nonresidential square footage allowed within the PUD greater than 15 percent
- Changes to the Land Use Matrix, Development Standards, Design Standards, and Street Sections

4. Procedures for PUD Amendments, Site Plans, and Plats

Amendments to this PUD shall be considered by the City with the subject parcel owner within the PUD acting as the sole applicant. Other property owners within the Cascadia PUD shall not be required to be co-applicants, nor shall they be required to provide prior approval for the PUD Amendment application to proceed.

5. PUD Engineering Studies

The engineering studies that are provided as justification for this PUD are intended for zoning purposes only. City acceptance of the PUD shall constitute only a conceptual acceptance of these reports and shall not be construed as an acceptance of specific engineering design details therein. Detailed engineering reports, along with the ability to acquire any associated offsite easements and/or rights-of-way, will be provided by the applicant and submitted, reviewed, and accepted by the City of Greeley at the time of future land use submittals and prior to any proposed construction activities.

General Notes

- Approval of site construction plans by the City of Greeley shall be required (as applicable) prior to issuance of building permits.
- 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) and/or the regulations of this PUD.
- All elevations shown on these plans are tied to NAVD 88 datum.
- Street Alignments and Layouts**
This PUD depicts conceptual locations and layouts of streets. Recognizing that the final alignments and layouts are subject to detailed engineering studies, realignments of roads/streets are expected and can be accomplished by the applicant/developer through the subdivision / site plan stage of the development process without any amendment to these regulations or to the PUD. More significant street realignments, as determined by the director, shall follow the PUD Minor Amendment procedure as provided in the City of Greeley Development Code.
- Trails**
The PUD Plan depicts general locations of trails. Recognizing that the final trail alignments are subject to detailed engineering studies and overall pedestrian connectivity adjustments, realignments and changes are expected and can be accomplished by the applicant/developer through the subdivision / site plan stage of the development process without any amendment to these regulations or to the PUD itself. In some cases, sidewalks planned along roadways and streets may be used to connect trail networks and will be counted towards meeting both trail and sidewalk standards in these cases. In these instances, the larger/wider of the minimum width standards should be applied to count both as a trail and sidewalk standard.
- Grading and Drainage**
Detention ponds and other drainage improvements are allowed in all Planning Areas. To support regional detention, detention ponds located in any Planning Area may serve one or more Planning Areas, as necessary. Final grading and drainage solutions will be determined with future subdivision and site plan applications. Drainage improvements may also count towards meeting Parks requirements when incorporated/associated with other Parks facilities and spaces.
- Development in or Near Sensitive Areas**
The land within the PUD boundaries is ecologically varied, including a range of grade changes, natural drainage channels and wildlife characteristics. Should development occur in or near any sensitive areas (jurisdictional wetlands or critical wildlife habitat, for example), mitigation efforts shall occur in conjunction with applicable Local, State and Federal guidelines. Additional environmental analysis will occur with future subdivision and site plan processes in accordance with City Code.
- Hillside Development**
For any areas within Cascadia with slopes greater than 15 percent, grading shall be limited to only what is necessary to construct buildings, infrastructure, roads/drives, usable open space, and similar. To the extent feasible, any allowed grading shall be designed to conserve natural topographic features and appearances by sculpting the land to blend graded slopes and benches with natural topography and retain major natural topographic features, including natural drainage courses and existing vegetation. Any disturbance to the adjacent open and natural areas will be restored to native/pre-developed conditions. Any potential mitigation necessary to be determined at time of development application for impacted area.
- Phasing**
Phasing will be allowed within this PUD. Specifics to be determined through subdivision platting.
- Utilities**
All new electrical and communications distribution lines shall be placed underground. All new transmission lines shall be placed underground unless direct burial cannot be accomplished such as in the instance of large transmission lines in easements.
- Metropolitan Districts**
A district is a quasi-governmental agency, separate and distinct from the City, and, except as may otherwise be provided for by state or local law or its city approved service plan, its 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, or an 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 and taxpayers of the district. The primary purpose of the district will be to finance the construction of district improvements. The district has also been created to provide ongoing ownership operations and maintenance services as specifically set forth in its service plan and as may be stated in any applicable intergovernmental agreement.
- Homeowner Associations**
Homeowner Associations (HOAs) composed of property owners in residential areas may be created for the following purposes:
 - To provide for the continued development, improvement, and maintenance of properties and facilities which it owns or administers, and
 - To protect the investment, enhance the value, and control the use of property owned by its members in perpetuity. Homeowner's Associations shall be created in residential and/or commercial/industrial areas where common lands or facilities are to be owned and maintained by the Homeowner's Association.
- General Improvement District**
General Improvement District (GID) to be formed by the City on the entirety of the land to be contemplated as the Westside project. It is anticipated that this could eventually encompass a significant portion of the City's West Side, including thousands of acres on both the north and south side of Highway 34, as the entire West Side will derive significant benefit from the project and the associated regional infrastructure. Some of the Westside developable land within the GID would be initially included with the remaining to be included based upon petitions by landowners within the area. This initial land area would be dependent upon the willingness of landowners to be included in the GID.

- Fire**
All construction must comply with the adopted International Fire Code. In addition, development shall follow the requirements of IFC 2021 which is adopted by the City. Examples of those items include but are not limited to:
 - Road specifications
 - Fire flows
 - Access
 - Fire protection systems
 - Fire Safety Plans during construction.
- Public Safety Uses**
A minimum of 5 acres shall be dedicated for public safety uses. The exact timing of dedication shall be determined as part of future development application(s), as appropriate, as part of mutual agreements between the City and the Developer.

15. Sanitary Sewer

- Within the Cascadia PUD area, the owner of any property used for human occupancy, employment, recreation or other purposes situated within the city and abutting any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the city, is required, at their expense, to install suitable toilet facilities therein and connect such facilities directly with a proper public sanitary sewer in accordance with the provisions of this article within 90 days of receiving notice to do so if the public sanitary sewer is within 400 feet of the property. Residential lots 400 feet or further from a public sanitary sewer mainline, and it is not feasible to gravity drain from the residential lot, may utilize an individual wastewater disposal system, such lots must be a minimum 1 acre in size, unless other approved by the director. Except as provided in (a)(1) through (3) below, each detached residential building, multi-unit residential building, and nonresidential building on a single lot shall be served by a minimum of one sanitary sewer line. Where a public sanitary sewer is not available, the owner shall connect the building sewer to an individual wastewater disposal system that complies with applicable plumbing codes and county health department codes and regulations.
 - An accessory dwelling as defined under section 24-403(b) of the Greeley Municipal code does not require a sanitary sewer line separate from the principal dwelling if it complies with all standards established under that section and any other requirement under title 24 of the Greeley Municipal code.
 - A mobile home or similar small-format dwelling unit as defined under section 24-1301 of the Greeley Municipal code does not require a sanitary sewer line separate from other units if all units sharing the sanitary sewer line are located within the same mobile home community, or other small format housing project, and comply with all standards and requirements established under title 24 of the Greeley Municipal code for such communities or projects.
 - A nonresidential accessory building or structure as defined under section 24-1301 of the Greeley Municipal code does not require sanitary sewer line separate from the primary nonresidential building or structure if it complies with all standards and requirements under title 24 of the Greeley Municipal code.
- If a public sanitary sewer is constructed within 400 feet of a property that is served by an individual wastewater disposal system, the owner of the property shall connect, at their expense, to the POTW in accordance with the provisions of this article within 90 days of receiving notice to do so. Upon connection, the owner shall then abandon any septic tanks, cesspools and similar private sewage disposal facilities and fill them with suitable material as required by county department of public health and environment at their expense.

16. Statement of Commitments

A Statement of Commitments (Commitment Matrix) detailing how future development aspects will be coordinated with phasing and platting shall be required to be provided by the developer with applicable future development applications.

DATE:
01 Sub: 7/11/25
02 Sub: 7/25/25
03 Sub: 8/8/25
04 Sub: 8/18/25

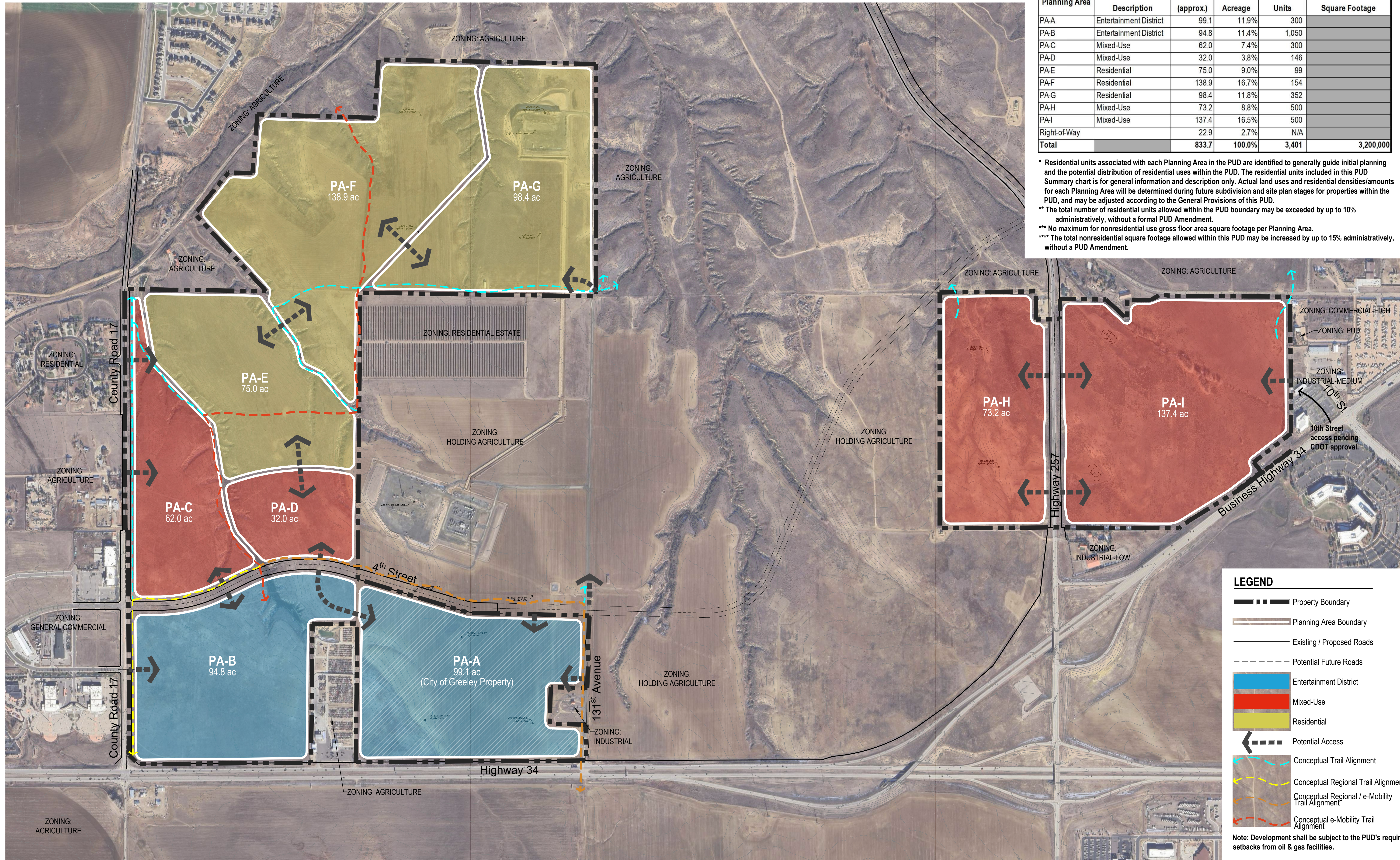
SHEET TITLE:
General Provisions
& Notes

Cascadia
Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres

Project Number: PUD2025-0003

Overall PUD Plan



PUD Summary					
Planning Area	Character Description	Acres (approx.)	% of Acreage	Residential Units	Nonresidential Use Square Footage
PA-A	Entertainment District	99.1	11.9%	300	
PA-B	Entertainment District	94.8	11.4%	1,050	
PA-C	Mixed-Use	62.0	7.4%	300	
PA-D	Mixed-Use	32.0	3.8%	146	
PA-E	Residential	75.0	9.0%	99	
PA-F	Residential	138.9	16.7%	154	
PA-G	Residential	98.4	11.8%	352	
PA-H	Mixed-Use	73.2	8.8%	500	
PA-I	Mixed-Use	137.4	16.5%	500	
Right-of-Way		22.9	2.7%	N/A	
Total		833.7	100.0%	3,401	3,200,000

* Residential units associated with each Planning Area in the PUD are identified to generally guide initial planning and the potential distribution of residential uses within the PUD. The residential units included in this PUD Summary chart is for general information and description only. Actual land uses and residential densities/amounts for each Planning Area will be determined during future subdivision and site plan stages for properties within the PUD, and may be adjusted according to the General Provisions of this PUD.

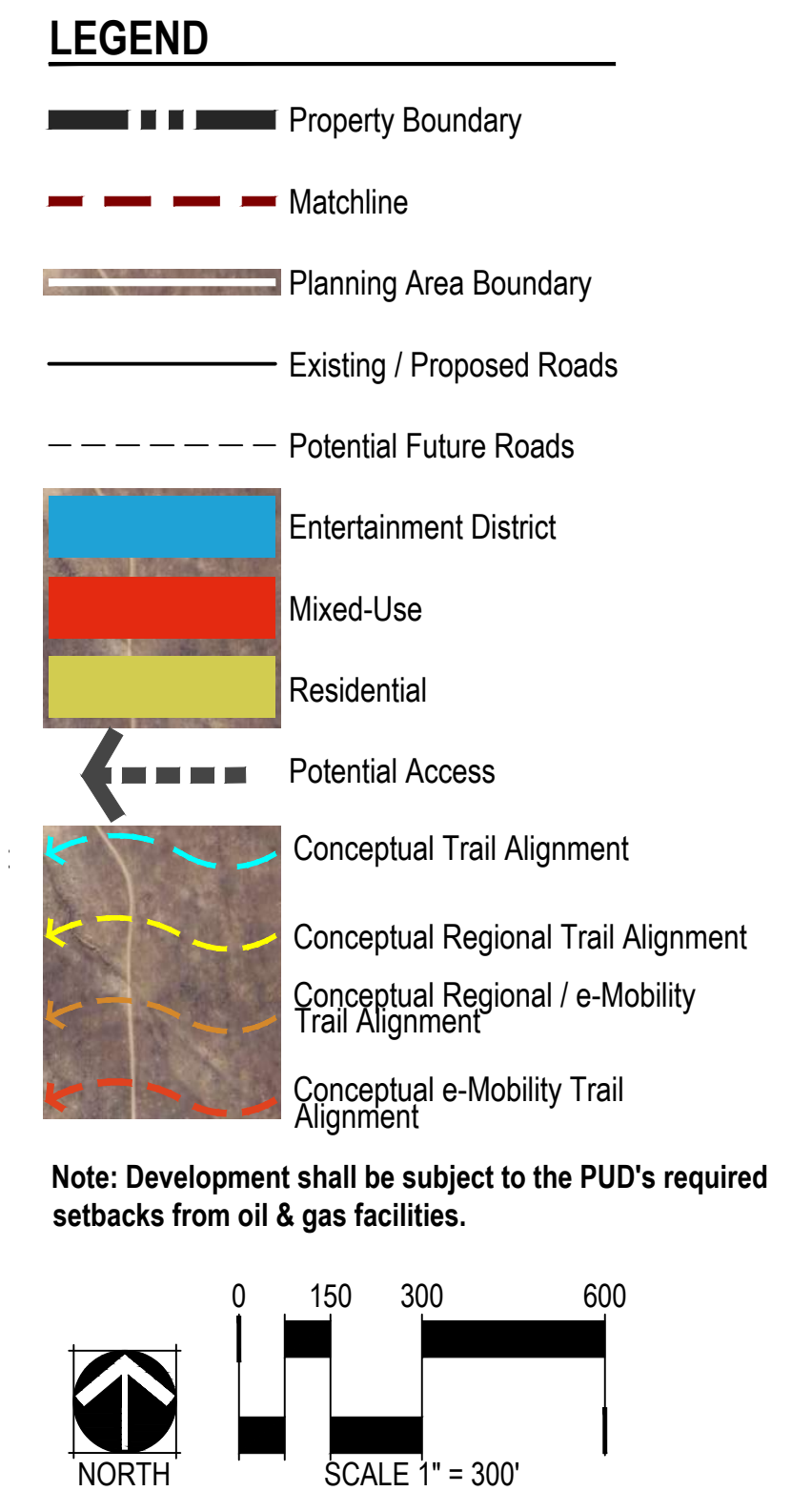
** The total number of residential units allowed within the PUD boundary may be exceeded by up to 10% administratively, without a formal PUD Amendment.

*** No maximum for nonresidential use gross floor area square footage per Planning Area.

**** The total nonresidential square footage allowed within this PUD may be increased by up to 15% administratively, without a PUD Amendment.

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N.T.S.



Cascadia PUD
Planned Unit Development
Greeley, CO

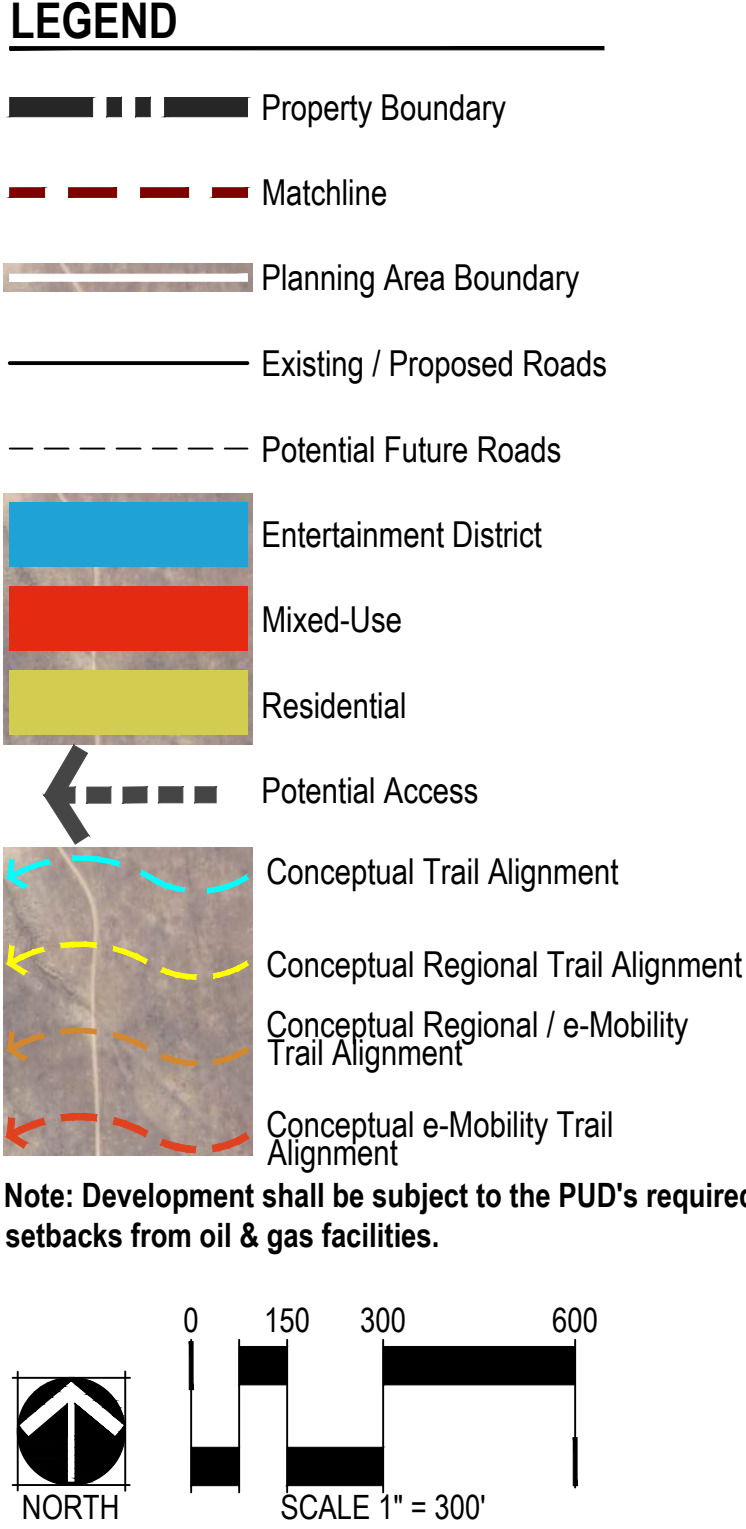
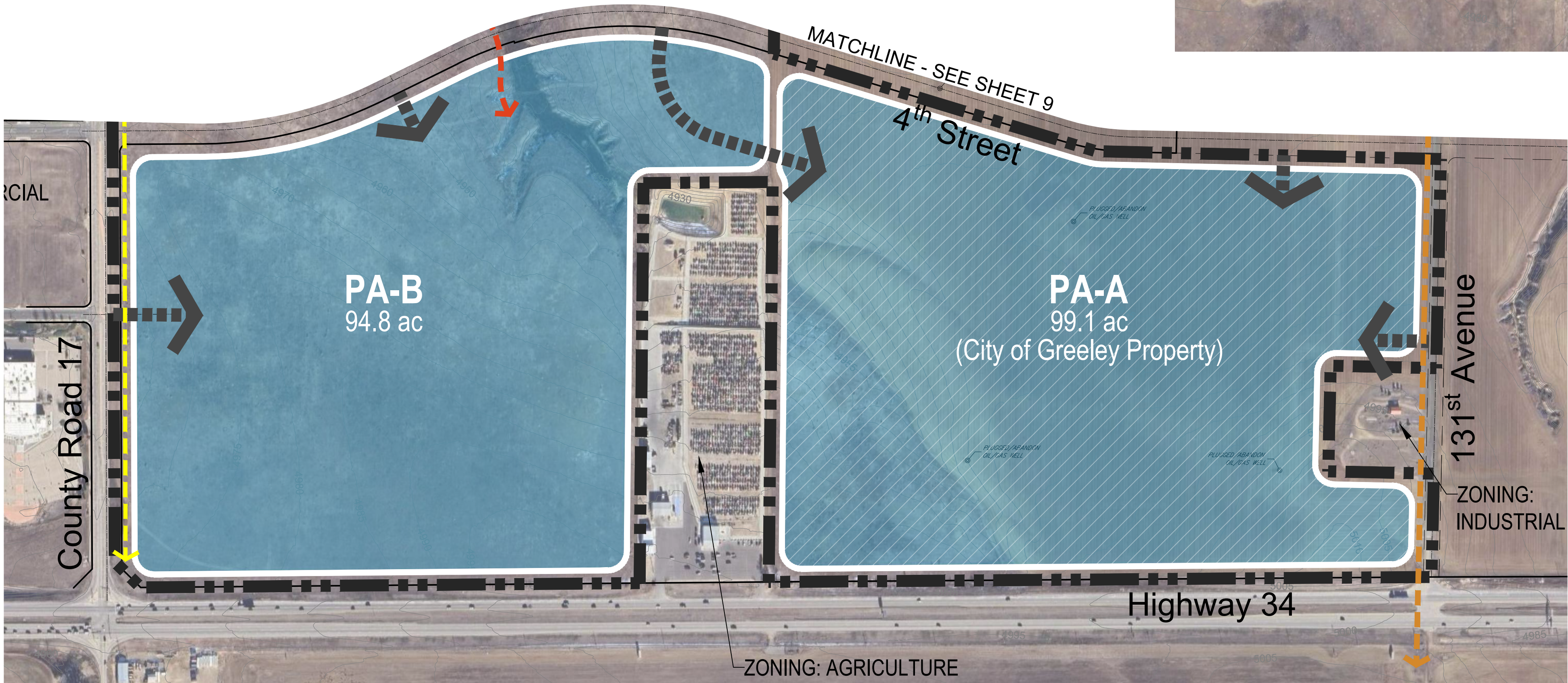
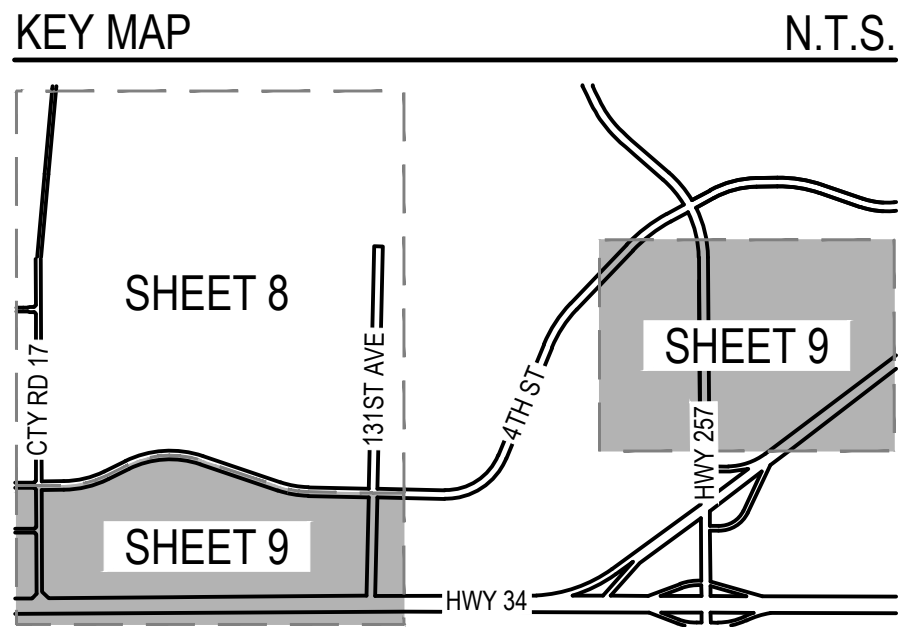
DATE:
Sub: 7/11/25
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Sub: 8/8/25
Sub: 8/18/25

SHEET TITLE:
PUD Plan

of 31

CHECKED BY: DJ
DRAWN BY: MA

Cascadia
Planned Unit Development
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Cascadia PUD
Planned Unit Development
Greeley, CO

Cascadia
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Land Use Matrix

Allowed Uses	PA-A	PA-B	PA-C	PA-D	PA-E	PA-F	PA-G	PA-H	PA-I	Notes
Residential Uses										
Principal Uses										
Single-family dwelling			P	P	P	P	P	P	P	
Two-family dwellings			P	P	P	P	P	P	P	
Row house dwellings	P	P	P	P	P	P	P	P	P	
Multi-family dwellings (Apartments, Condominiums, Multi-Unit Houses)	P	P	P	P				P	P	
Mixed-use dwellings	P	P	P	P				P	P	
Boarding house & single room occupancies			P	P				P	P	
Urban Farming	P	P	P	P	P	P	P	P	P	New use, see Definitions on this page
Residential care — Group home	P		P	P				P	P	
Residential care — Assisted living	P	P	P	P				P	P	
Residential care — General	P	P	P	P		P	P	P	P	
Residential care — Institutional	P		P	P				P	P	
Accessory Uses										
Accessory dwelling units		P	P	P	P	P	P	P	P	
Public & Civil Uses										
Assembly	P	P	P	P	P	P	P	P	P	
Golf course & country clubs	P	P	P	P	P	P	P	P	P	
Libraries, public or quasi-public	P	P								
Museums	P	P	P	P				P	P	
Police, fire stations, ambulance dispatch and storage	P	P	P	P	P	P	P	P	P	
Parks, open spaces & common areas	P	P	P	P	P	P	P	P	P	
Schools	P	P	P	P	P	P	P	P	P	
Schools — Adult (business, trade)	P	P	P	P	P	P	P	P	P	
Schools — Universities/colleges	P	P	P	P	P	P	P	P	P	
Transportation -- Bus, taxi, or transit station	P	P	P	P	P	P	P	P	P	
Transportation — heliport/helipad	P	P								
Transportation — Public parking	P	P	P	P	P	P	P	P	P	
Utilities — Limited (towers under heights permitted by zoned and accessory structures and cabinets)	P	P	P	P	P	P	P	P	P	
Utilities — General (towers over heights permitted by zone or large structures and cabinets)	P	P	P	P	P	P	P	P	P	
Utilities — Lines over 33 KVA, overhead	P	P	P	P	P	P	P	P	P	
Commercial Uses										
Principal Uses										
Auction houses (excludes livestock)			P	P				P	P	See Use Specific Note 1 on this page
Automobile — Gas station limited (up to 8 pumps)		P	P					P	P	
Automobile — Gas station general (9—20 pumps)		P	P					P	P	
Automobile — Gas station large (21+ pumps)		P	P					P	P	See Use Specific Note 1 on this page
Automobile — Repair/service		P	P					P	P	See Use Specific Note 1 on this page
Automobile — Repair/service for heavy vehicle and equipment								P	P	See Use Specific Note 1 on this page
Automobile — Sales/rental								P	P	See Use Specific Note 1 on this page
Child care center/pre-school	P	P	P	P	P	P	P	P	P	
Entertainment/event establishments	P	P	P	P				P	P	
Equestrian Center			P	P	P	P				New use, see Definitions on this page, see Use Specific Note 2 on this page
Food & beverage — Bar limited (< 3K GLA; < 100 seats)	P	P	P	P				P	P	
Food & beverage — Brewery/winery; bar general	P	P	P	P				P	P	
Food & beverage — Restaurant limited (< 5K GLA; < 100 seats)	P	P	P	P				P	P	
Food & beverage — Restaurant quick serve	P	P	P	P				P	P	
Food & beverage — Restaurant general (5K+ GLA)	P	P	P	P				P	P	
Lodging — Bed & breakfast (up to 5 rooms)	P	P	P	P				P	P	
Lodging — Inn (6 to 40 rooms)	P	P	P	P				P	P	
Lodging — Hotel/motel small (41+ rooms)	P	P	P	P				P	P	
Medical — Limited (< 5K GLA; no emergency service)	P	P	P	P				P	P	
Medical — General (5K—20K GLA; no emergency service)	P	P	P	P				P	P	
Medical — Large (> 20K GLA; or emergency service)	P	P	P	P				P	P	
Medical — Hospitals	P	P	P					P	P	
Office — General (< 20K GLA)	P	P	P	P				P	P	
Office — Large (20K+ GLA)	P	P	P	P				P	P	
Indoor Storage and Flex Space		P	P	P				P	P	See Use Specific Note 1 on this page
Personal service — Limited (< 5K GLA, < 1.0 acre)	P	P	P	P				P	P	
Personal service — General (5K+ GLA; 1.0+ acre)	P	P	P	P				P	P	
Personal Warehouses								P	P	New use, see Definitions on this page
Recreation — Indoor	P	P	P	P				P	P	
Recreation — Outdoor	P	P	P	P	P	P	P	P	P	
Recreation — RV and travel trailer park							P	P	P	See Use Specific Note 1 on this page
Retail — Limited (< 3K GLA)	P	P	P	P				P	P	
Retail — General (3K—20K GLA)	P	P	P	P				P	P	
Retail — Large (20K—100K GLA)	P	P	P	P				P	P	
Retail — Warehouse (> 100K GLA)	P	P	P	P				P	P	See Use Specific Note 1 on this page
Retail — Outdoor limited (> 25%; > 0.5 acre)	P	P	P	P				P	P	
Retail — Outdoor general (25%—50%; 0.5—1.0 acre)	P	P	P	P				P	P	
Retail — Outdoor large (> 50%; > 1.0 acre)	P	P	P	P				P	P	
Retail — Outdoor nurseries and greenhouse	P	P	P	P				P	P	See Use Specific Note 1 on this page
Retail — Outdoor flea market or swap shop								P	P	See Use Specific Note 1 on this page
Accessory Uses										
Child care home (accessory/home occupation — See section 24-403.c)			P	P				P	P	
Drive-through services — Accessory	P	P	P	P				P	P	See Use Specific Note 1 on this page
Home occupation — Accessory	P	P	P	P	P	P	P	P	P	
Temporary Construction and Sales Offices	P	P	P	P	P	P	P	P	P	
Temporary Nursery			P	P	P	P	P	P	P	New use, see Use Specific Note 3 on this page
Industrial Uses										
Commercial services — Limited (up to 9 vehicle fleet)								P	P	See Use Specific Note 1 on this page
Commercial services — General (11—20 vehicle fleet)								P	P	See Use Specific Note 1 on this page
Manufacturing — Limited/artisan (< 5K GLA)	P	P	P	P				P	P	See Use Specific Note 1 on this page
Warehousing/storage — Indoor			P					P	P	See Use Specific Note 1 on this page
Wireless communication facilities	P	P	P	P	P	P	P	P	P	See Use Specific Note 1 on this page

General Notes

- Prohibited Uses - All uses that are not expressly allowed as permitted uses in this section of the PUD or determined to be permitted by the director, shall be prohibited.
- Existing agricultural uses (farming, ranching, and agricultural support activities) are allowed to continue in operation and use until such time as development occurs in a Planning Area which requires removal.

Use Specific Notes

- As State Highway 257 is an important entry into Greeley and Cascadia, to enhance the visual character of Cascadia East, these uses are discouraged adjacent to State Highway 257 right-of-way in PA-H and PA-I. In instances when such uses are deemed appropriate, consideration should be given to building design and site layout so that visually unappealing areas such as surface parking lots, outdoor storage, back-of-house operations, loading docks, utility equipment enclosures, or other similar areas are oriented away from or appropriately screened from view of State Highway 257.
- Equestrian Center
 - Waste and Feed Storage Screening: All trash receptacles, feed storage containers, and related utility areas shall be fully screened from public view using fencing, landscaping, or architectural enclosures consistent with the primary structure. Screening shall be maintained in good condition and shall comply with applicable fire and health safety codes.
 - Animal Containment: Free grazing of animals is prohibited. All horses and livestock shall be confined within designated, enclosed areas such as fenced paddocks, corrals, or stables. Perimeter fencing shall be constructed of durable materials and maintained to prevent animal escape and ensure public safety.
 - Sanitation and Health Compliance: All stables, barns, corrals, and animal-accessible areas shall comply with applicable health department regulations. Property owners are responsible for maintaining sanitary conditions, including the regular removal and proper disposal of manure, offal, soiled bedding, and other animal-related waste. Animal waste shall not be permitted to accumulate, run off, or leach in a manner that creates a nuisance or poses a health hazard. Standing surface water shall not be allowed to collect in areas where animals are kept.
 - A maximum of 75 Animal Unit Equivalents permitted within Equestrian Center. Animal Unit Equivalent defined within Greeley Municipal Code Table 24-4-3.
- Temporary nurseries are for the purposes of temporarily maintaining and storing trees, shrubs and other plant materials to be ultimately installed in permanent locations within the PUD, to ensure consistency and quality of planting materials across the construction life-cycle of Cascadia, and may be permitted within the PUD until 100% of the PUD is completed. Temporary nurseries are not for retail purposes nor are they open to public access. Prior to the development of a Temporary Nursery(ies), a Memorandum of Understanding (MOU) between the City and Developer will be agreed upon and outline the conditions for operation of the nurseries including, water provisions, time period, and surface maintenance, etc. A maximum of three (3) individual nurseries, of up to 10 acres each, may be permitted concurrently. Temporary nurseries are not regulated by the Urban Farming standards.

Definitions

In addition to the standard definitions found in the City of Greeley Development Code (Title 24), as amended, the following definitions of terms shall apply to this PUD:

- Equestrian Center - An equestrian center with boarding is a facility designed to accommodate and care for horses, including providing boarding services where owners have their horse be housed, fed, and cared for. These centers often offer additional services such as riding lessons and training, and may include amenities such as riding arenas, pastures, stables, and residential facilities for a live-in caretaker.
- Personal Warehouse - Privately owned storage facilities designed for individual use. These spaces offer customized solutions for individuals seeking storage for various items, from RVs and boats to collectibles and business inventory. They allow for flexible sizes, heating, power, security, and unlimited access. However, personal warehouses may only be used for the storage of inanimate personal property, and incidental care and use of that property. These structures shall not be used for any type of retail activity or as habitable space, defined as a space in a structure with permanent walls for living, sleeping, eating or cooking. No sale or distribution of merchandise or service requiring customers is allowed within personal warehouses.
- Urban Farming - The production of crops such as vegetables, fruit trees or grain; and the raising of farm animals such as poultry, as limited by the standards for accessory keeping of livestock. Urban Farming shall not include the commercial raising of animals, commercial production of milk, commercial pen feeding (feed lots) or the commercial feeding or offal to animals. Urban farming excludes temporary nurseries.

DATE:
01 Sub: 7/11/25
02 Sub: 7/25/25
03 Sub: 8/8/25
04 Sub: 8/18/25

SHEET TITLE:
Land Use Matrix

Cascadia
Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres

Project Number: PUD2025-0003

Development Standards

Residential Bulk Standards Chart

Uses			Minimum Lot Size	Minimum Building Setbacks (1, 2, 5, 6, 7, 9, 12, 13)							Maximum Lot Coverage (10)	Maximum Building Height (11)
				Front	Street Front to Garage Door	Rear	Rear to Garage Door	Side	Side Corner to Public R.O.W.	Internal Lot Line		
Residential (9)	Multi-Family Dwellings	N/A	N/A	10 ft / 15 ft (3)	20 ft	10 ft / 15 ft (3)	20 ft	10 ft / 15 ft (3)	10 ft / 15 ft (3)	N/A	80%	90 ft
	Row House Dwellings (8)	Front Loaded	1,000 sf	10 ft	20 ft	10 ft	N/A	5 ft	10 ft	0 ft	90%	45 ft
		Alley Loaded	1,000 sf	10 ft	N/A	10 ft / 4 ft (4)	5 ft / 18 ft (4)	5 ft	10 ft	0 ft	90%	45 ft
	Two-Family Dwellings (8, 10)	Front Loaded	2,000 sf	10 ft	20 ft	10 ft	5 ft / 18 ft (4)	5 ft	10 ft	0 ft	80%	45 ft
		Alley Loaded	1,500 sf	10 ft	N/A	10 ft / 4 ft (4)	5 ft / 18 ft (4)	5 ft	10 ft	0 ft	80%	45 ft
	Single-Family Dwellings (8, 10)	Detached, Small	1,300 sf	10 ft	20 ft	10 ft / 4 ft (4)	5 ft / 18 ft (4)	3 ft	10 ft	N/A	80%	45 ft
		Detached, Standard	2,200 sf	10 ft	20 ft	10 ft / 4 ft (4)	5 ft / 18 ft (4)	5 ft	10 ft	N/A	80%	45 ft
		Detached, Estate	9,000 sf	20 ft	20 ft	10 ft / 4 ft (4)	5 ft / 18 ft (4)	7 ft	15 ft	N/A	70%	60 ft

Chart Notes

- Setbacks herein are defined as the minimum distance a building may be erected from a street, alley, or property line. Other structures constructed or erected on or in the ground, the use of which requires a more or less permanent location on or in the ground, and, including, but not limited to, walls, retaining walls, fences, parking lots, parking slabs and oil and gas production facilities shall have a 0' setback from street, alley, or property line unless specific standards for setbacks and/or buffering, as applicable, and as described within this PUD are prescribed.
- Porches, eaves, cantilevers, steps, walks, counterforts/foundations, and utility equipment (i.e. AC units) can encroach into the established setbacks. Encroachments cannot be more than 2 ft. Window wells may encroach more than 3 ft as necessary for fire egress as long as they don't conflict with public utilities.
- Multi-Family building setbacks from arterial streets are 15' and 10' from all other ROW and property lines.
- Rear setbacks in alleys may be 4 ft. A minimum of 8 ft shall be provided if accommodating parallel parking on the property and a minimum of 18 ft shall be provided for head-in parking.
- Setbacks for habitable space over garages shall be the same as of the garage, including 4 ft rear setbacks to alleys, where applicable.
- In instances of non-typical lots (i.e. a lot that is classified under a different lot type than those it is physically associated with, solely resulting from being a corner lot, irregular geometry, or similar variables), setbacks of the typical lots it is physically associated with shall apply.
- Detached Garages that are not on the same lot as the principle structure are allowed per the following standards:
 - Setback to R.O.W. (Excluding Alley): 15 ft (20 ft where driveway connects to R.O.W.)
 - Setback to Alley or Internal Lot Lines: 4 ft
 - Minimum Building Separation: 10 ft
- Common Lot Dwellings, meaning a minimum of 5 units of either Single-Family Detached, Two-Family Dwellings, or Row House Dwellings that are constructed on a single lot with unified management of common areas, shall not be subject to minimum lot size, and/or minimum lot widths. Common lot developments that meet these standards must go through the Greeley Site Plan process.
 - Setback to Public R.O.W.: 15 ft (20 ft where driveway connects to R.O.W.)
 - Setback to Drive Aisle or Parking Area: 10 ft
 - Setback to Property Boundary: 10 ft
 - Minimum Building Separation: 10 ft (includes detached garage, carports, and or other residential buildings)
- Green Courts, Motor Courts, Cluster Housing - Green Court, Motor Court, and Cluster Housing means a dead end, shared, private drive not exceeding 150 linear feet, that services a grouping of dwelling units. Such access drives shall be maintained by the HOA, Metropolitan District, or by a shared maintenance agreement (to be enforced by the Metro District/HOA). Standards for Motor Courts shall be as follows:
 - Dwelling units adjacent to the street shall have one of the following:
 - A front entry feature facing the adjacent street;
 - A front entry feature facing the drive or common green space/green court which wraps around the street-side for a length of at least 8 ft.
 - A front entry feature facing the drive and at least 2 first floor windows facing the street.
 - Minimum Access Drive Width: 20 ft
 - Setback to Public R.O.W.: 10 ft
 - Setback to Open Space / Common Open Space / Easement or Similar: 8 ft* (This setback may be modified at time of development as determined by findings by Ecological/Biology Report/Assessment, if applicable.)
 - Setback to Shared Access Drive: 5 ft
 - Side Setback: 5 ft
 - Rear Setback: 5 ft
 - Additional Notes:
 - Parking shall not be allowed on Motor Courts unless additional width is provided and approved by the City and Fire District.
 - Visitor or on-street parking is required for motor courts and may be allowed within private drive or as an on-street condition.
 - Motor Courts may be located in an easement held in common and may be counted toward minimum lot size.
- Common Open Space Lots are Single-Family Detached, Two-Family, or Row House Dwellings developed on fee simple lots, but surrounded by commonly owned property (e.g. HOA, Metro District, etc.) Such dwellings must meet the following standards:
 - Buildings must be at least 2 ft from the lot line (except in instances of Two-Family and Row House Dwellings which may

- have a 0 ft common wall setback), this is known as a Lot Boundary Offset and buildings must be separated in accordance with building code. Porches; eaves; cantilevers; steps; walks; driveways; fencing; counterforts/foundations; and utility equipment (i.e. AC units), which must be screened, can encroach into this space so long as they do not cross the property line.
- b. Buildings must adhere to the following setbacks from right-of-way irrespective of property line:
 - Front: 10 ft
 - Street Front to Garage Door: 20 ft
 - Rear: 10 ft / 2 ft (Setbacks in alleys may be 2 ft. A minimum of 8 ft shall be provided if accommodating parallel parking and a minimum of 18 ft shall be provided for head-in parking.)
 - Side Corner to Public R.O.W.: 10 ft
 - Maximum Lot Coverage: 90%
- c. Common Open Space shall be platted as lot(s)/tract(s) at the time of initial platting.
11. The following are exceptions to Height Limits for Residential Uses:
 - Building elements integral to the design and construction of the building, such as parapet walls, false mansards, or other design elements essential to a quality appearance of the building may extend up to 6 feet above the roof deck of a flat roof.
 - Architectural features such as chimneys, ornamental towers or spires, and similar accessory features that are cumulatively less than 20 percent of the building footprint may extend up to 50 percent above the actual building height.
 - Functional and mechanical equipment such as elevator bulkheads, cooling towers, smoke stacks, roof vents or other equipment may be built up to their necessary height in accordance with building codes, provided appropriate screening measures are taken.
12. All structures are subject to the required sight distance triangles at intersections and drive approaches per the City of Greeley Engineering Criteria.
13. The following setbacks from Highway 34 shall apply to Residential Development:
 - Buildings/Structures: 100 ft
 - Permanent Parking: 100 ft
 - Non-permanent Parking: 20 ft
 - Internal Roads (public/private): 15 ft
 - Signage/Monumentation: 30 ft

Residential Accessory Structures Bulk Standards Chart

Type	Quantity	Size	Height	Setbacks
Minor Structure (small shed and similar structures)	1 / lot + 1 / each 10,000 sf - Max. of 3	120 sf max.	12 ft max.	5 ft side or rear - Behind the rear building line of the principal structure
Secondary Building (attached or detached accessory building) (3, 4)	1 / lot 2 / lot, over 1 acre 1 / principal building (apartments)	50% of principal building footprint max	25 ft max. but no higher than principal structure	5 ft from side or rear 20 ft from street side - At least 12 ft behind the front building line of the principal structure
Outbuilding (large storage building, barns, etc.) (5)	1 / lot over 1 acre + 1 / each 3 acres - Max. of 4	5,000 sf max.	40 ft max.	10 ft from side and rear 30 ft from any side street - Behind the rear building line of the principal structure

Chart Notes

- All accessory buildings shall be at least 6 ft from the principal building, unless in an attached condition.
- Accessory buildings shall be clearly incidental and subordinate to the principal building or use, in terms of scale, location, and orientation.
- In residential areas, Secondary Buildings over 250 square feet shall or over 12 ft high shall meet the following massing and design standards to ensure compatibility with the principal structure:
 - The wall height shall be no more than 9 ft above the finished floor, except that gables, dormers, or other subordinate walls may support a pitched roof.
 - The roof peak or other top of structure shall not exceed 25 ft above finished floor for pitched roofs with a 6:12 pitch or greater, and no more than 16 ft for shed roofs or pitched roofs below a 6:12 pitch.
 - The design shall be compatible with the principal building considering materials, architectural details and style, window and door details, and roof forms.
 - Secondary Buildings with vehicle access directly from an alley or shared easement may be built on the lot line at the alley or shared easement.
- Residential facilities for a live-in caretaker at an Equestrian Center is allowed as an attached or detached accessory unit.
- The design of Outbuildings should be compatible with the principal building. Similar materials and architectural design elements may be used to achieve compatibility.
- All structures are subject to the required sight distance triangles at intersections and drive approaches per the City of Greeley Engineering Criteria.

Cascadia
Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
Project Number: PUD2025-0003

Development Standards

Nonresidential Bulk Standards Chart

Planning Areas	Minimum Lot Size	Minimum Building Setbacks (1, 2)			Maximum Lot Coverage	Maximum Building Height (5)
		Front	Rear	Side		
PA-A (3)	N/A	From U.S. Highway 34: 100 ft (9) From 131st Avenue: 20 ft From 4th Street: 20 ft From PA-B: 0 ft From Interior Lot Lines / Internal Roads: 0 ft			N/A	125 ft (5)
PA-B (4, 7)	N/A	From U.S. Highway 34: 100 ft (9) From CR 17: 20 ft From 4th Street: 20 ft From PA-A: 0 ft From Interior Lot Lines / Internal Roads: 0 ft			N/A	90 ft (7)
PAs: -C, -D, -H, -I (4)	N/A	25 ft (8)			N/A	90 ft (7)
PAs: -E, -F, -G (4)	N/A	25 ft (8)			N/A	75 ft (7)

Chart Notes

1. Setbacks herein are defined as the minimum distance a building may be erected from a street, alley, or property line. Other structures constructed or erected on or in the ground, the use of which requires a more or less permanent location on or in the ground, and, including, but not limited to, walls, retaining walls, fences, parking lots, parking slabs and oil and gas production facilities shall have a 0' setback from street, alley, or property line unless specific standards for setbacks and/or buffering, as applicable, and as described within this PUD are prescribed.
2. The following encroachments are permitted in all Planning Areas, except in no case shall this authorize structures that violate the provisions of any easement:

a. Any projections over public rights-of-way, or any similar area designed for pedestrian circulation, shall be at least 8 ft above the grade, and in no case within 5 ft of any curb for a street, through access drive or other area designed for vehicles.

b. Any other accessory use or structure within the setback not specified shall have a setback of at least one-third its height from the property line.
2. The following encroachments are permitted in PA-A:

a. Structural projections such as bay windows, balconies, awnings, canopies, chimneys, eaves, cornices, open fire escapes, egress wells, or other non-foundational overhangs or projections may extend up to 50 ft from the foundation and encroach into the setback, but no closer than 3 ft from any side or rear lot line. This exception shall be limited to no more than 75 percent of a building elevation.

b. Ground-mounted mechanical equipment, meters, and utility boxes accessory to the building may be located in the side or rear and may be allowed to extend up to 130 ft from the principal building, no closer than 3 ft to the lot line, and is screened from public right-of-way by structures or landscape. These limitations do not apply to any utility structures otherwise authorized to be located according to easements or in the right-of-way, which shall follow the location and design standards of those specific authorizations.
3. The following encroachments are permitted in Planning Areas other than PA-A:

a. Structural projections such as bay windows, balconies, awnings, canopies, chimneys, eaves, cornices, open fire escapes, egress wells, or other non-foundational overhangs or projections may extend up to 6 ft from the foundation and encroach into the setback, but no closer than 3 ft from any side or rear lot line. This exception shall be limited to no more than 20 percent of a building elevation.

b. Ground-mounted mechanical equipment, meters, and utility boxes accessory to the building may be located in the side or rear setback provided that it extends no more than 6 ft from the principal building, no closer than 3 ft to the lot line, and is screened from public right-of-way by structures or landscape. These limitations do not apply to any utility structures otherwise authorized to be located according to easements or in the right-of-way, which shall follow the location and design standards of those specific authorizations.

c. A lot may have more than one principal building, provided any accessory, secondary, or principal building shall be located at least 10 ft from any other building on the same or adjacent lots, or be joined by a party wall meeting all aspects of the building code.
4. The following exceptions to height limits are permitted in all Planning Areas:

a. Architectural features such as chimneys, ornamental towers or spires, and similar accessory features that are less than 20 percent of the building footprint may extend up to 15 ft above the maximum building height, but in no case more than 50 percent above the actual building height.
5. The following exceptions to height limits are permitted in PA-A:

a. Building elements integral to the design and construction of the building, such as parapet walls or guardrails, false mansards, or other design elements essential to a quality appearance of the building may extend up to 40 ft above the roof deck of a flat roof.

b. If a ferris wheel were to be proposed, it would be allowed to exceed the maximum building height.
6. The following exceptions to height limits are permitted in Planning Areas other than PA-A:

a. Building elements integral to the design and construction of the building, such as parapet walls or guardrails, false mansards, or other design elements essential to a quality appearance of the building may extend up to 6 ft above the roof deck of a flat roof.

b. Functional and mechanical equipment such as elevator bulkheads, cooling towers, smoke stacks, roof vents, or other equipment may be built up to their necessary height in accordance with building codes provided they are screened according to the standards of this code or otherwise incorporated into the architecture of the building.

c. Accessory site structures such as flagpoles, monuments, or water towers, may have a height limit of 50 ft, but shall be set back a distance of at least one-third its height from the property line.

d. 1 ft of additional height may be permitted for each 1 ft in additional setback, up to a maximum of 10 additional ft above the maximum height limit. For any structure using this exception where there is no required setback, and default required setback of 10 ft shall be used for applying this exception.
7. Setbacks adjacent to streets and/or open spaces with pedestrian amenities, on-street parking, or designed according to the pedestrian or avenue street type standards may be reduced down to 0 ft, as determined at the time of site plan. Modifications to this setback may be administratively approved by the Director.
8. More than one principal building is permitted on a lot.
9. The following setbacks from Highway 34 shall apply to Nonresidential Development:

a. Buildings/Structures: 100 ft

b. Permanent Parking: 100 ft

c. Non-permanent Parking: 20 ft

d. Internal Roads (public/private): 15 ft

e. Signage/Monumentation: 30 ft

Nonresidential Accessory Structures Bulk Standards Chart

Type	Quantity	Size	Height	Setbacks
Minor Structure (small shed and similar structures)	• 1 / lot • + 1 / each 10,000 sf • Max. of 3	120 sf max	12 ft max.	• 5 ft side or rear • 25 ft on any street side lot line • Behind the rear building line of the principal structure
Secondary Building (attached or detached accessory building) (3, 4)	• 1 / principal building	25% max. of principal building footprint	25 ft max. but no higher than principal structure	• 5 ft from side or rear • 10 ft from street side • At least 12 ft behind the front building line of the principal structure

Chart Notes

1. All accessory buildings shall be at least 6 ft from the principal building, or other distance specified by applicable building codes based on fire ratings of adjacent walls.
2. Accessory buildings shall be clearly incidental and subordinate to the principal building or use, in terms of scale, location, and orientation.
3. Secondary Buildings over 250 square feet shall or over 12 ft in height shall meet the following massing and design standard to ensure compatibility with the principal structure:

a. Any portion of the building or structure potentially visible from the street or other public areas shall use materials, colors, scale and forms (roofs and massing), and architectural details that are compatible with the principal structure, or otherwise be screened.
4. Within PA-D & PA-E, up to 5 Secondary Buildings are permitted per lot when associated with an Equestrian Center. These may include stables, riding arenas, storage (tack, feed, equipment, etc.) and other similar uses

Oil & Gas Setbacks Chart ^{1,2}

Location	Proposed Element	Setbacks		Landscaping
		Min. Distance	Measured From	
All Areas of the City of Greeley	Well, Wellheads, Production tanks, Associated production equipment	150 ft or 1.5 times height, whichever is greater	Lot line/R.O.W., Parking, Trail, Public or private road, Major above ground utility, Rail line, Any occupied building (Low Density Areas)	Per City of Greeley Development Code Section 24-1102 Oil & Gas October 1, 2021. Alternatively to Section 24-1102, landscape berming may be utilized at the perimeter of oil & gas parcel(s) to minimize visibility from rights-of-way, public spaces, or adjacent property. If utilized, berming may include some of the following: 6 ft privacy fencing and/or trees and native grasses, or berming as a stand-alone screen.
	New non-residential building or structure	5 ft	Any plugged and abandoned well	
		150 ft or 1.5 times height, whichever is greater	Any existing well, wellhead, production tank, or associated production equipment	
	New residential building or structure	50 ft	Any plugged and abandoned well	
		150 ft or 1.5 times height, whichever is greater	Any existing well, wellhead, production tank, or associated production equipment	
High Density Areas	Well, Wellheads, Production tanks, Associated production equipment	200 ft	Any occupied building (High Density Areas)	
		350 ft (well and wellheads) 500 ft (production tanks and associated production equipment)	Education facility, Assembly building, Hospital or care facility State designated outdoor activity area	
	Any new non-residential building or structure (3)	5 ft	Any plugged and abandoned well	
		350 ft (well and wellheads) 500 ft (production tanks and associated production equipment)	Any existing well, wellhead, production tank, or associated production equipment	
	Any new residential building or structure (3)	50 ft	Any plugged and abandoned well	
		350 ft (well and wellheads) 500 ft (production tanks and associated production equipment)	Any existing well, wellhead, production tank, or associated production equipment	

Chart Notes

1. Pursuant to the City of Greeley Development Code Sec. 24-1102 Oil & Gas, October 1, 2021 as amended. In all events this PUD will govern.
2. Definitions of terms shall be governed by the City of Greeley Development Code Sec. 24-1102 Oil & Gas.
3. Or per alternative compliance in Greeley Development Code Section 24-208 Alternative Compliance October 1, 2021.
4. Setbacks from plugged and abandoned wells are subject to state oil & gas commission requirements.

Cascadia PUD
Planned Unit Development
Greeley, CO

DATE:
01 Sub: 7/11/25
02 Sub: 7/25/25
03 Sub: 8/8/25
04 Sub: 8/18/25

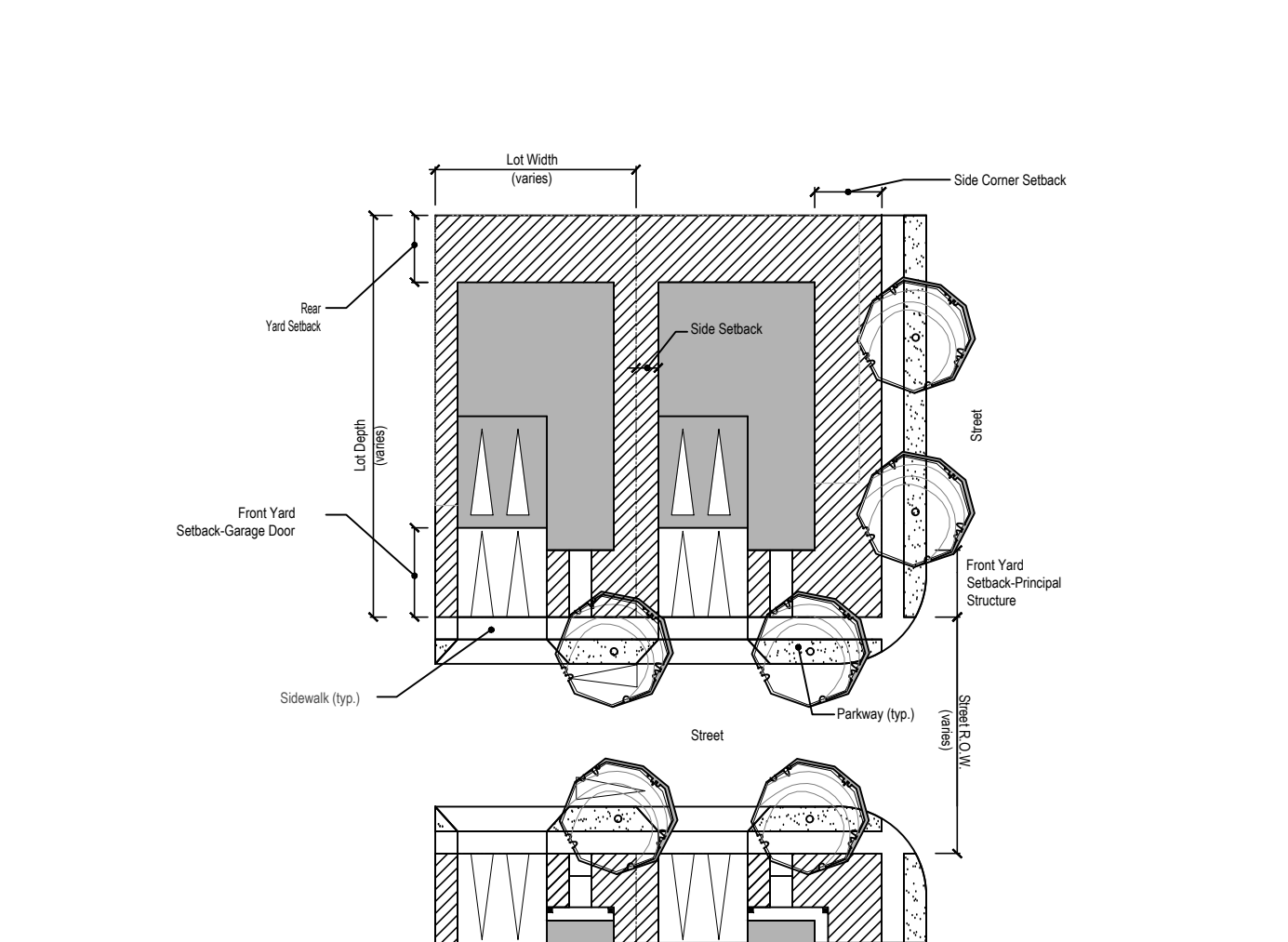
SHEET TITLE:
Development
Standards

Cascadia Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
Project Number: PUD2025-0003

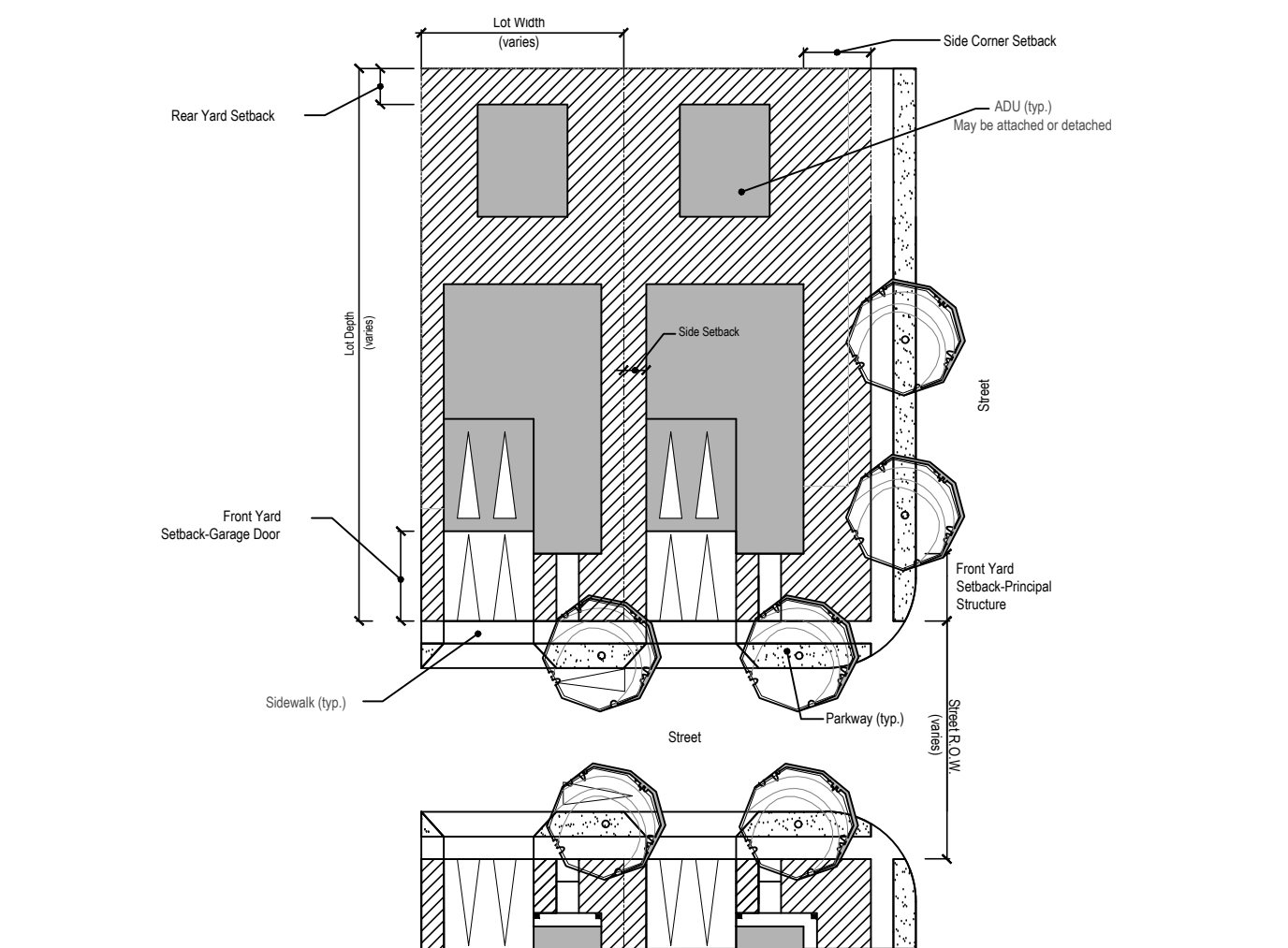
Lot Typicals

Single-Family Dwelling Detached Lot Typicals



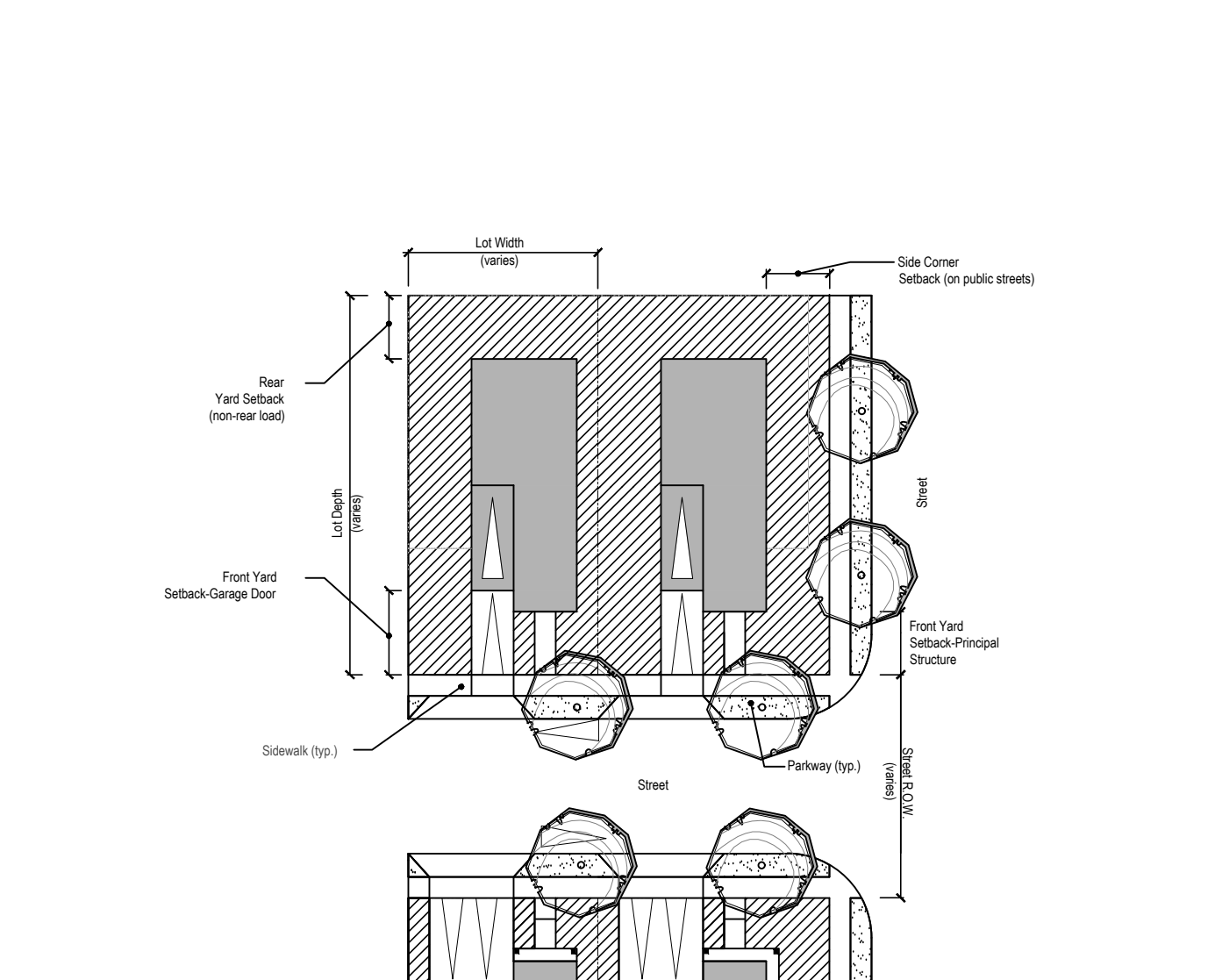
Single-Family Detached - Front Load
Conceptual Drawing Subject to Change

Not to Scale



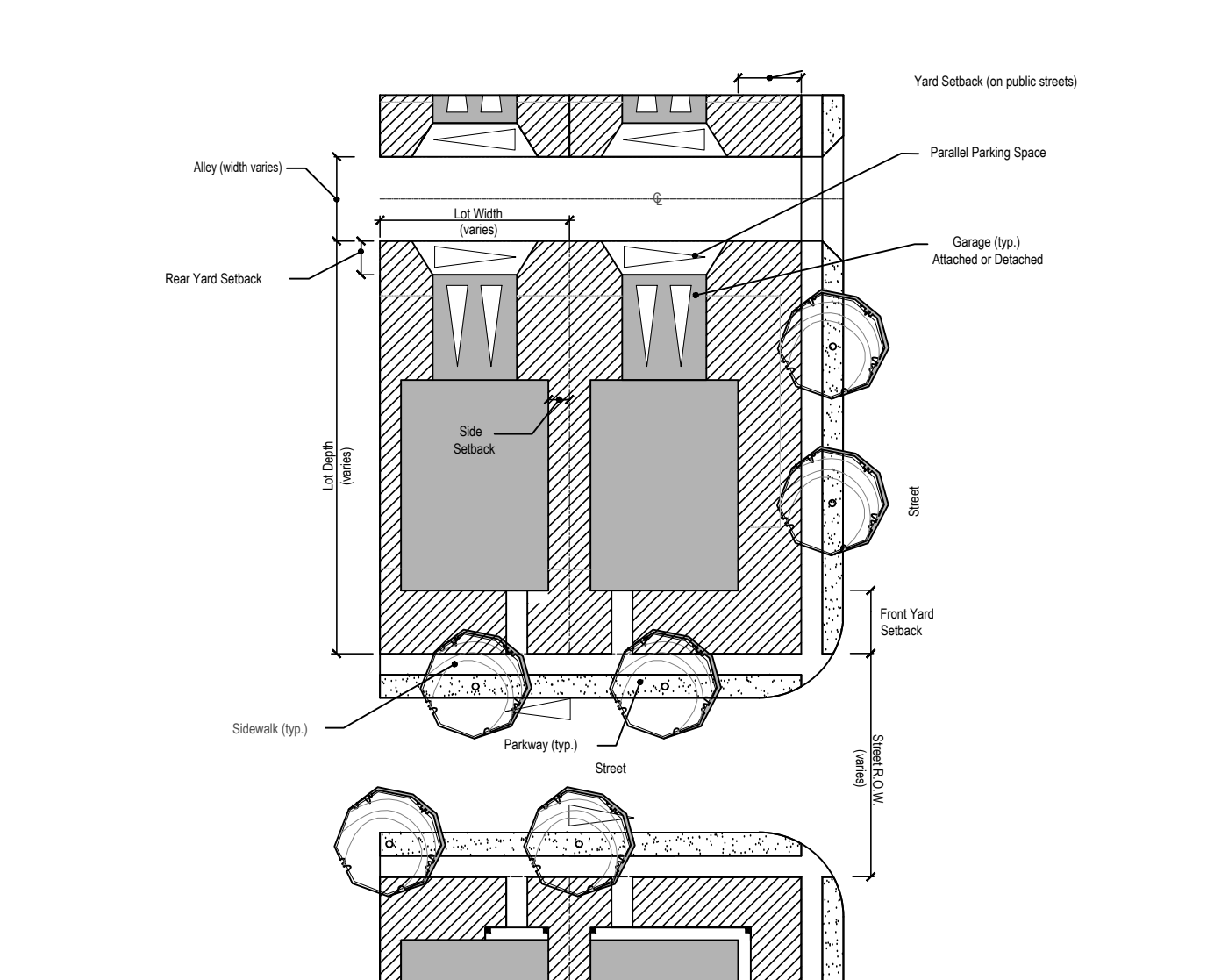
Single-Family Detached - Front Load with Detached ADU
Conceptual Drawing Subject to Change

Not to Scale



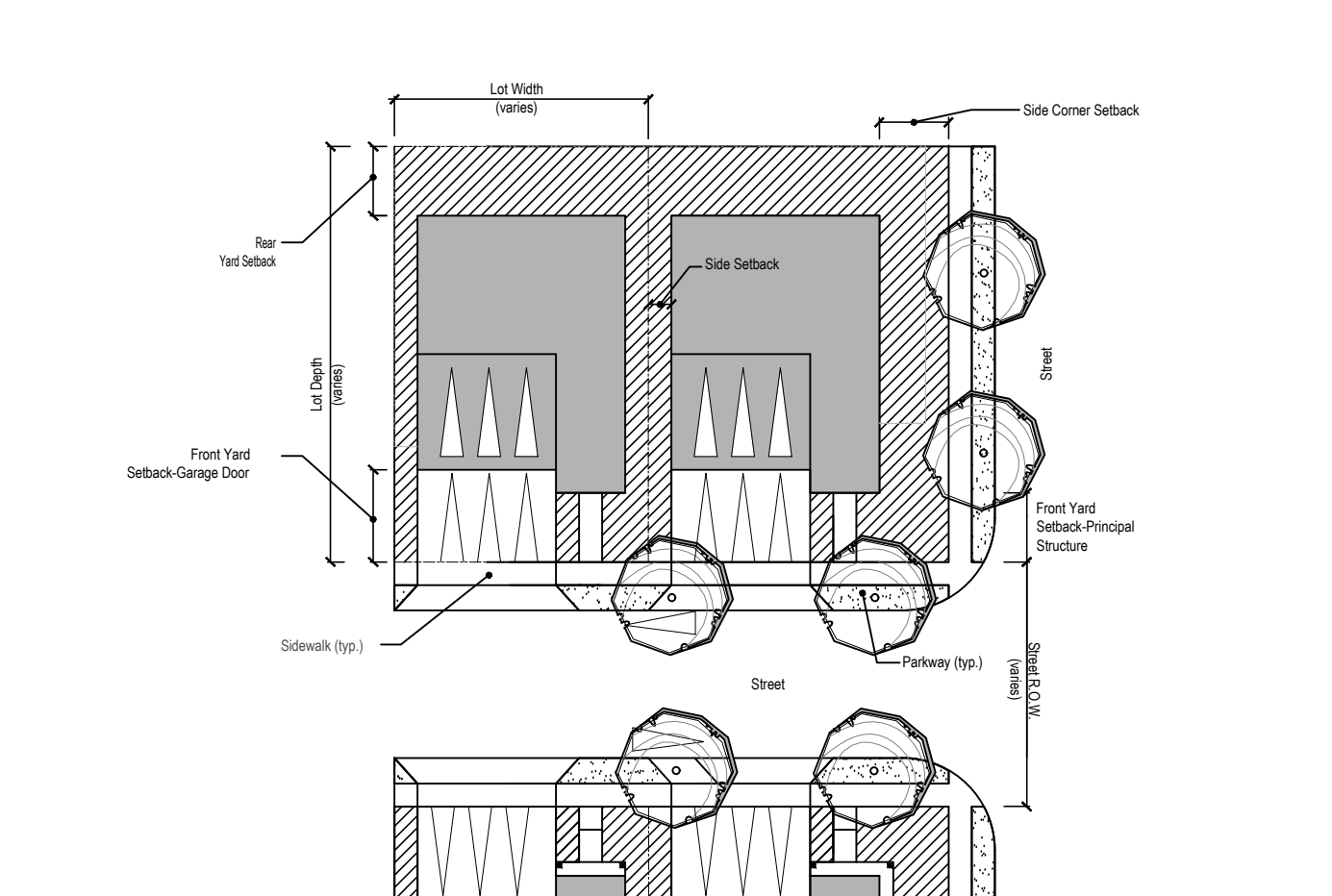
Single-Family Detached - Front Load with Single Car Garage
Conceptual Drawing Subject to Change

Not to Scale



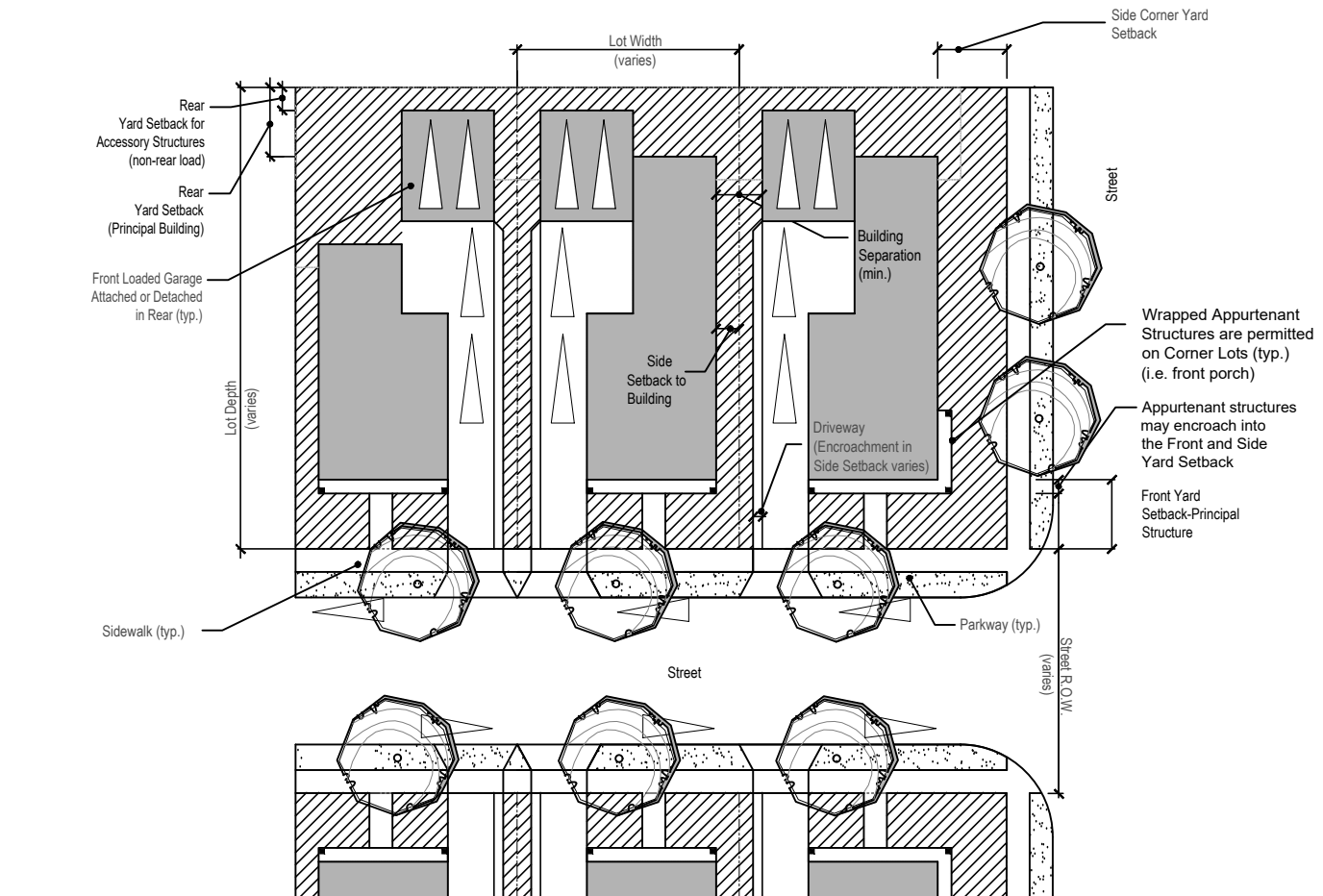
Single-Family Detached - Rear Load
Conceptual Drawing Subject to Change

Not to Scale



Single-Family Detached - Front Load with Three Car Garage
Conceptual Drawing Subject to Change

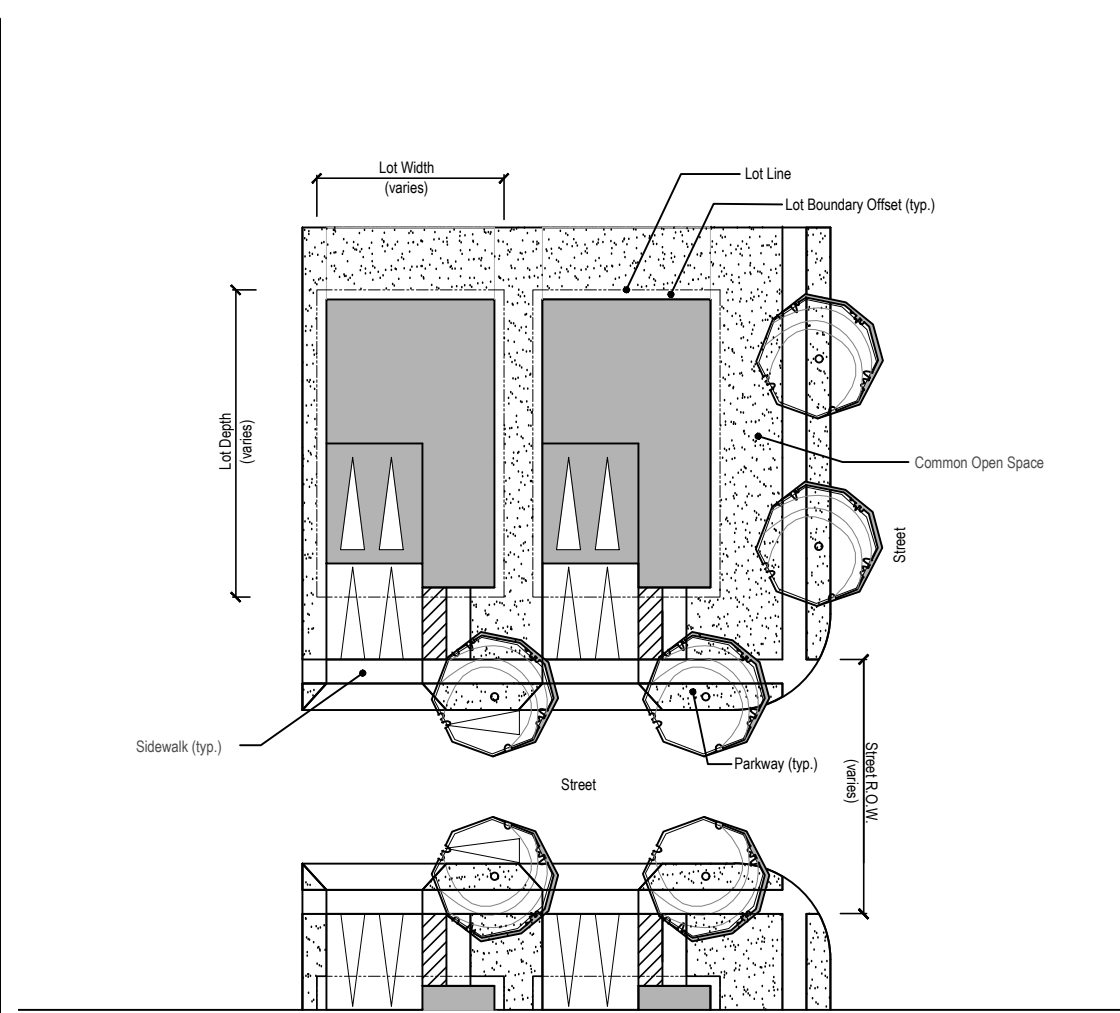
Not to Scale



Single-Family Detached - Front Load with Pass-by Driveway
Conceptual Drawing Subject to Change

Not to Scale

Common Open Space Lot Typicals

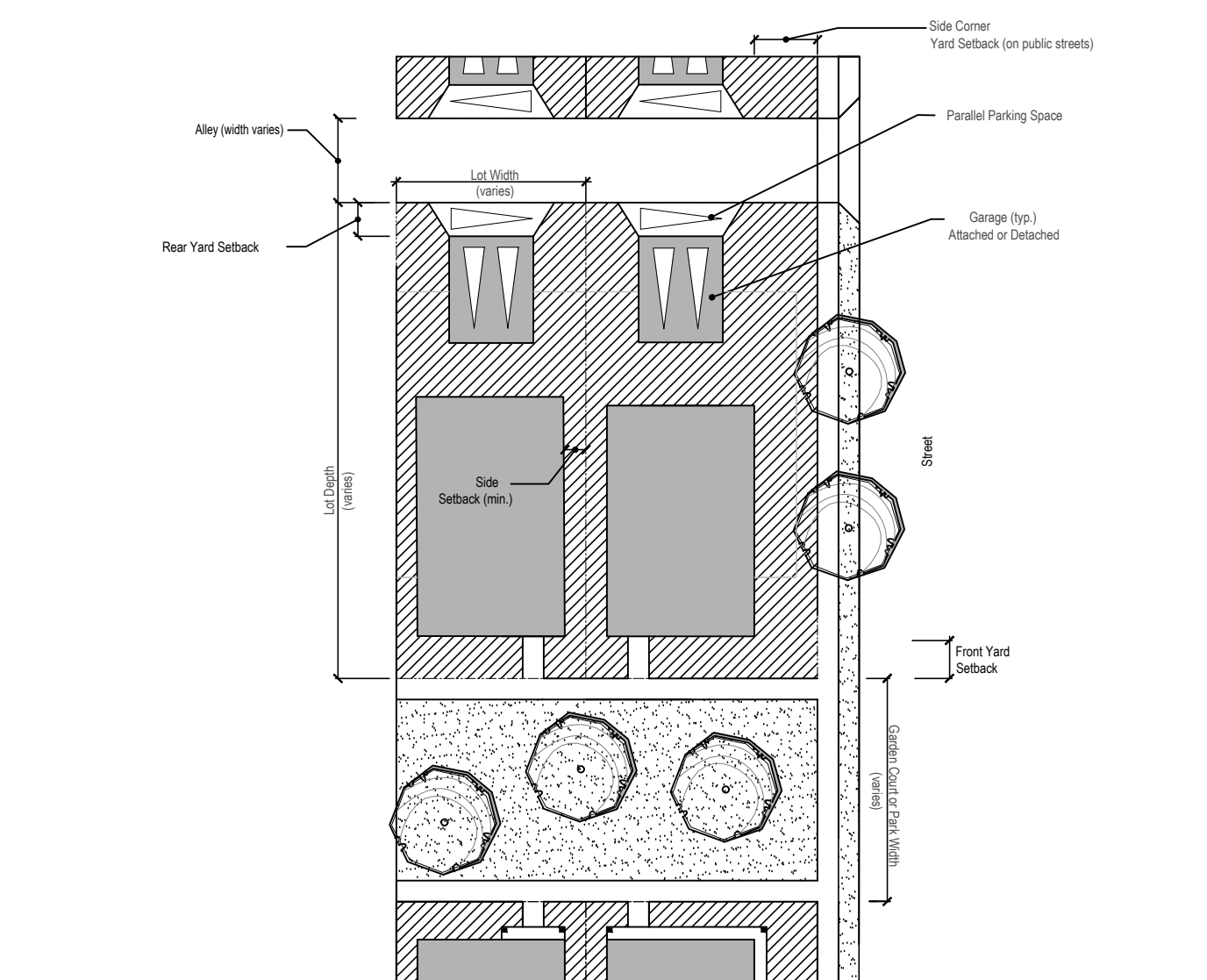


Single-Family Detached, Two-Family Dwellings, & Row House Dwellings - Common Open Space Lot
Conceptual Drawing Subject to Change

Common Open Space Lot Notes

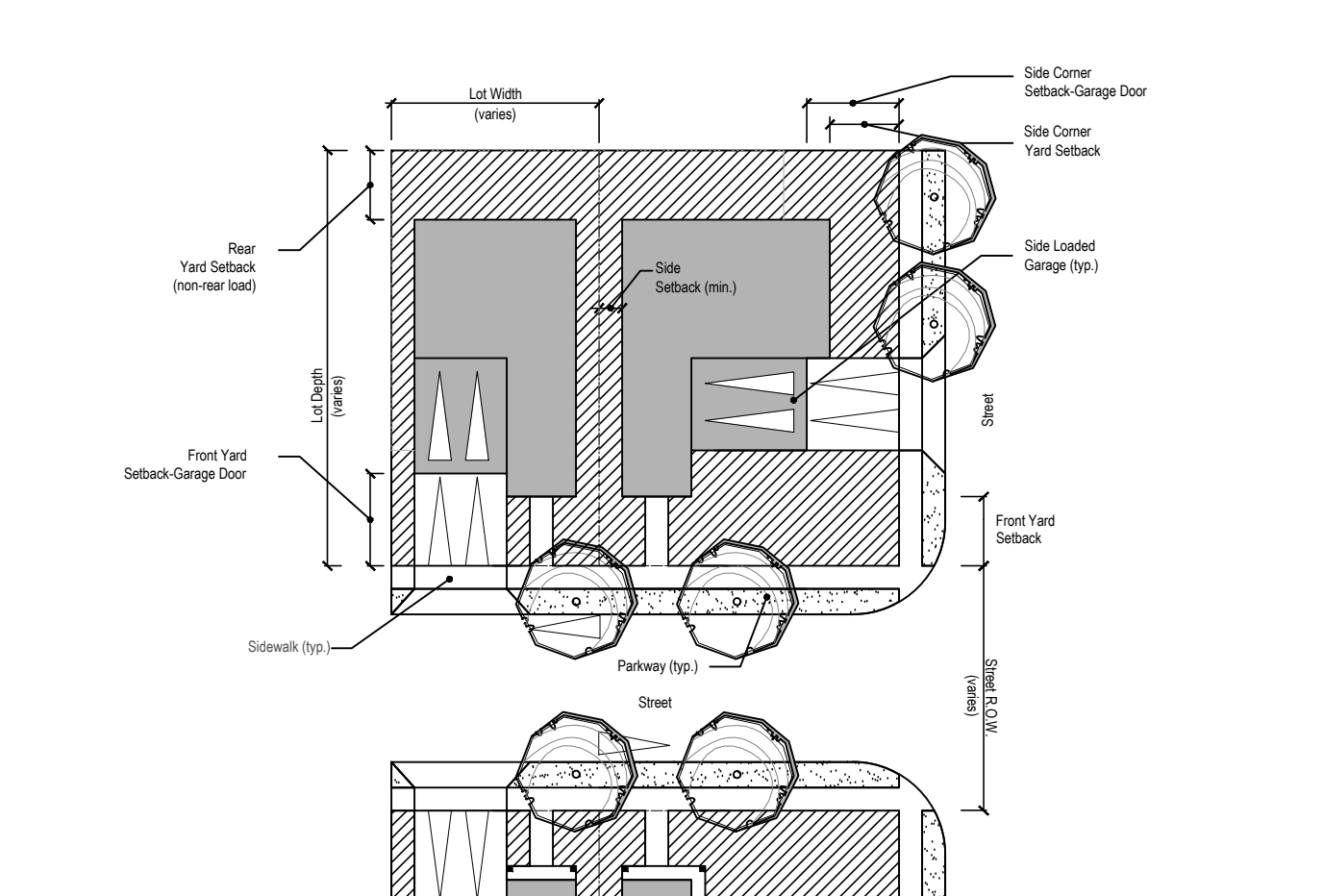
Common Open Space Lots are Single-Family Detached, Two-Family, or Row House Dwellings developed on fee simple lots, but surrounded by commonly owned property (e.g. HOA, Metro District, etc.) Such dwellings must meet the following standards:

- Buildings must be at least 2 ft from the lot line (with the exception of Two-Family and Row House Dwellings, which may have a 0 ft common wall setback), this is known as a Lot Boundary Offset, and buildings must be separated in accordance with building code. Porches, eaves, cantilevers, steps, walks, driveways, fencing, counterforts/foundations, and utility equipment (i.e. AC units) can encroach into this space so long as they do not cross the property line.
- Buildings must adhere to the following setbacks from right-of-way irrespective of property line:
 - Front: 10 ft
 - Street Front to Garage Door: 20 ft
 - Rear: 10 ft / 2 ft (Setbacks in alleys may be 2 ft. A minimum of 8 ft of setback shall be provided if accommodating parallel parking and a minimum of 18 ft shall be provided for head-in parking.)
 - Side Corner to Public R.O.W.: 10 ft
 - Maximum Lot Coverage: 90%
- Common Open Space shall be platted as outlot(s)/tract(s) at the time of initial platting.



Single-Family Detached - Rear Load with Detached Garage - Green Court
Conceptual Drawing Subject to Change

Not to Scale



Single-Family Detached - Side Load
Conceptual Drawing Subject to Change

Not to Scale

Lot Typical Notes

- Typical layouts are for conceptual diagrammatic purposes. These layouts reflect bulk standards conveyed within this PUD and represent multiple, but not all configurations for each lot component depicted. Width and dimensions may change as appropriate provided design is consistent with the Development Standards. Refer to the Bulk Standards Chart within this PUD for specific dimensions and standards.
- Shared drive aisles are allowed in instances where drive aisles are in close proximity as permitted in access and parking standards in this PUD.

DATE:

01 Sub: 7/11/25
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SHEET TITLE:

Lot Typicals

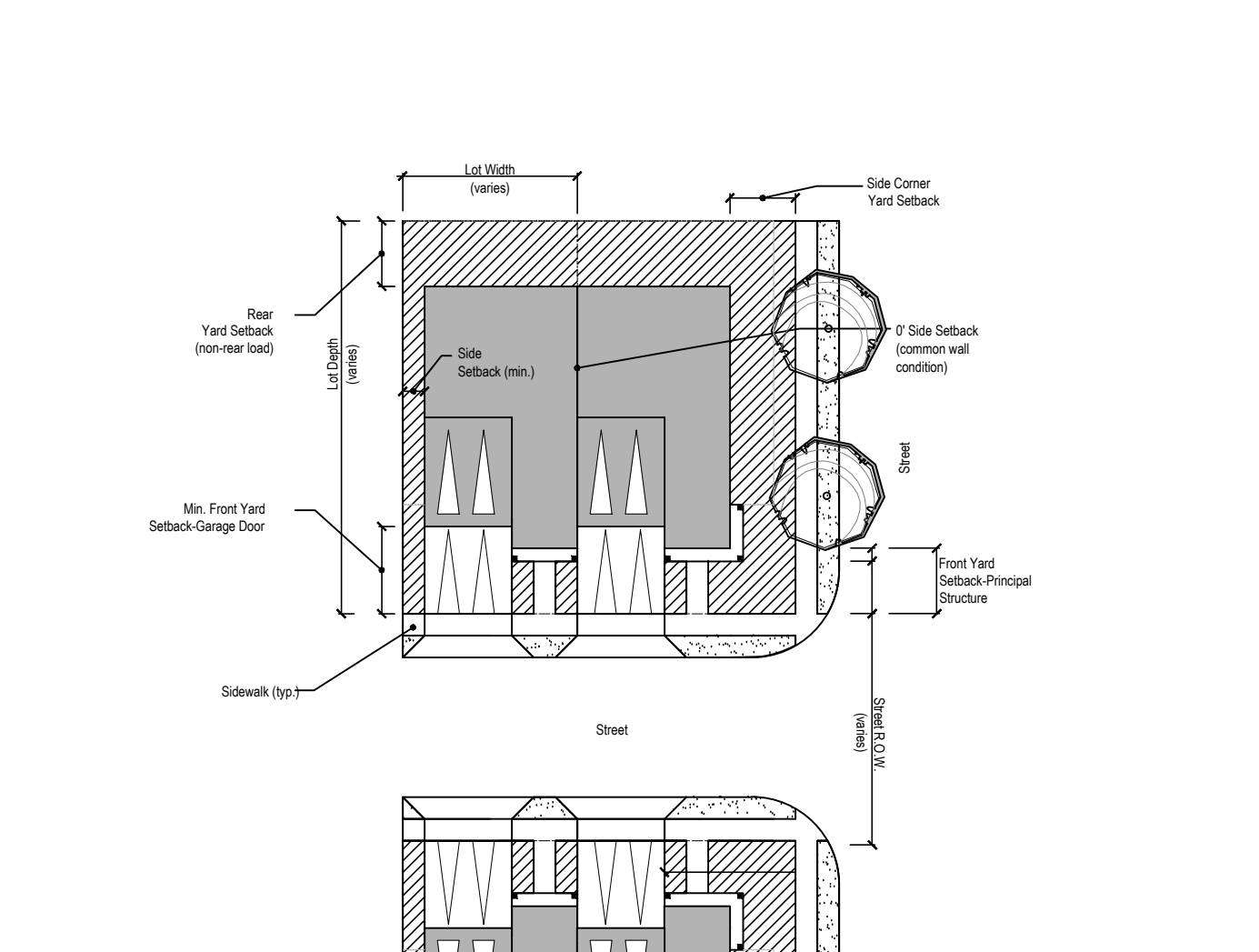
Cascadia Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres

Project Number: PUD2025-0003

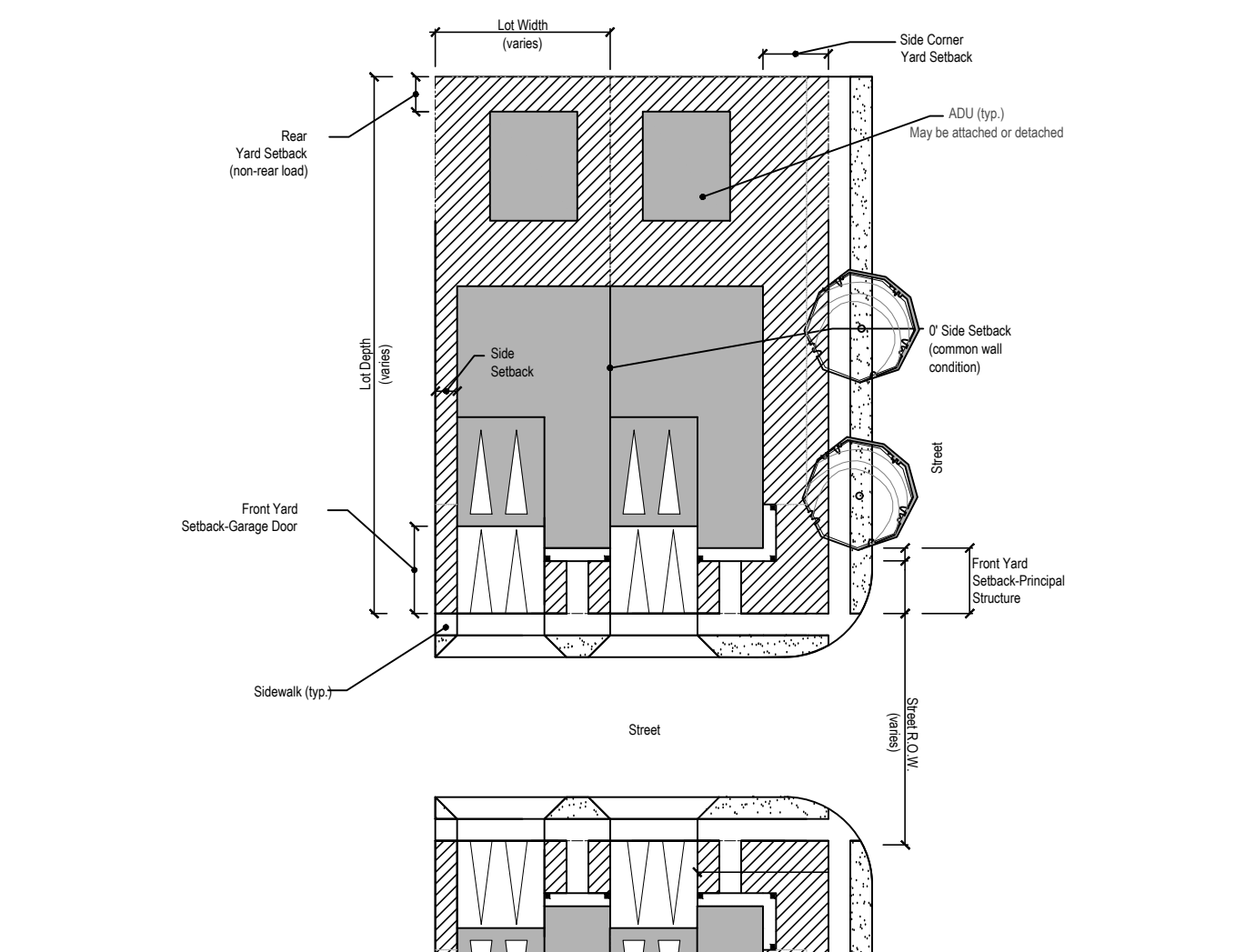
Lot Typicals

Two-Family Lot Typicals



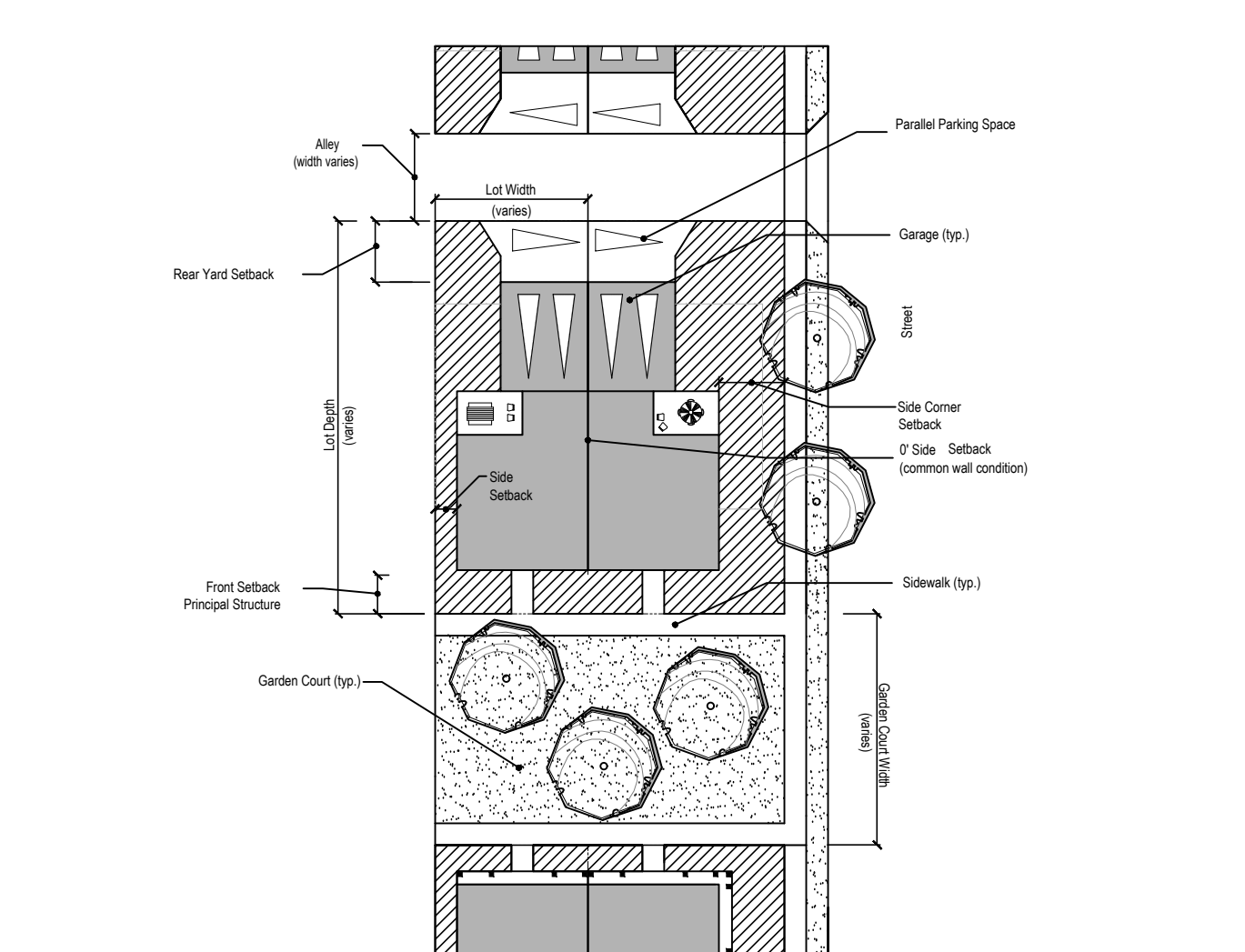
Two-Family - Front Load
Conceptual Drawing Subject to Change

Not to Scale



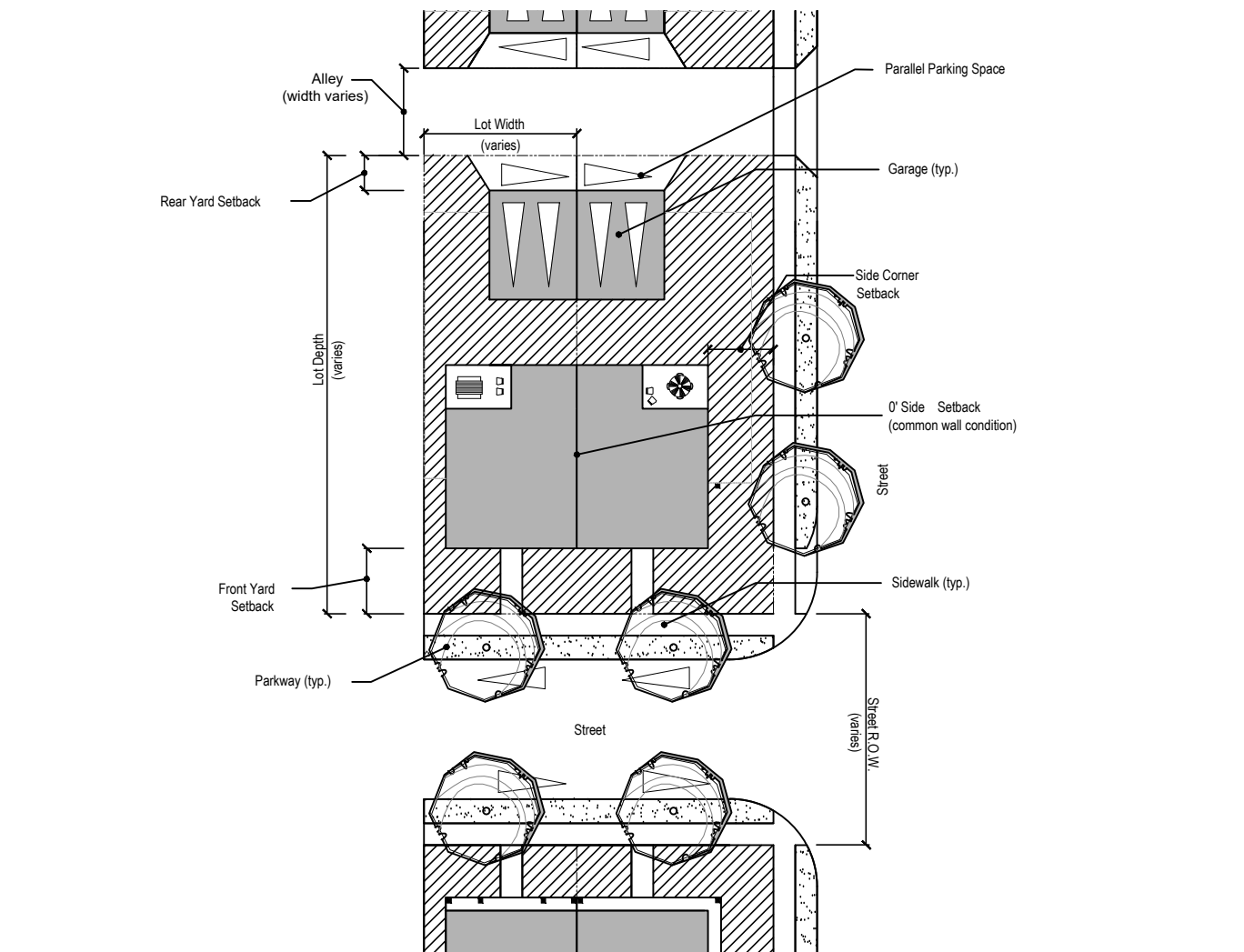
Two-Family - Front Load with Detached ADU
Conceptual Drawing Subject to Change

Not to Scale



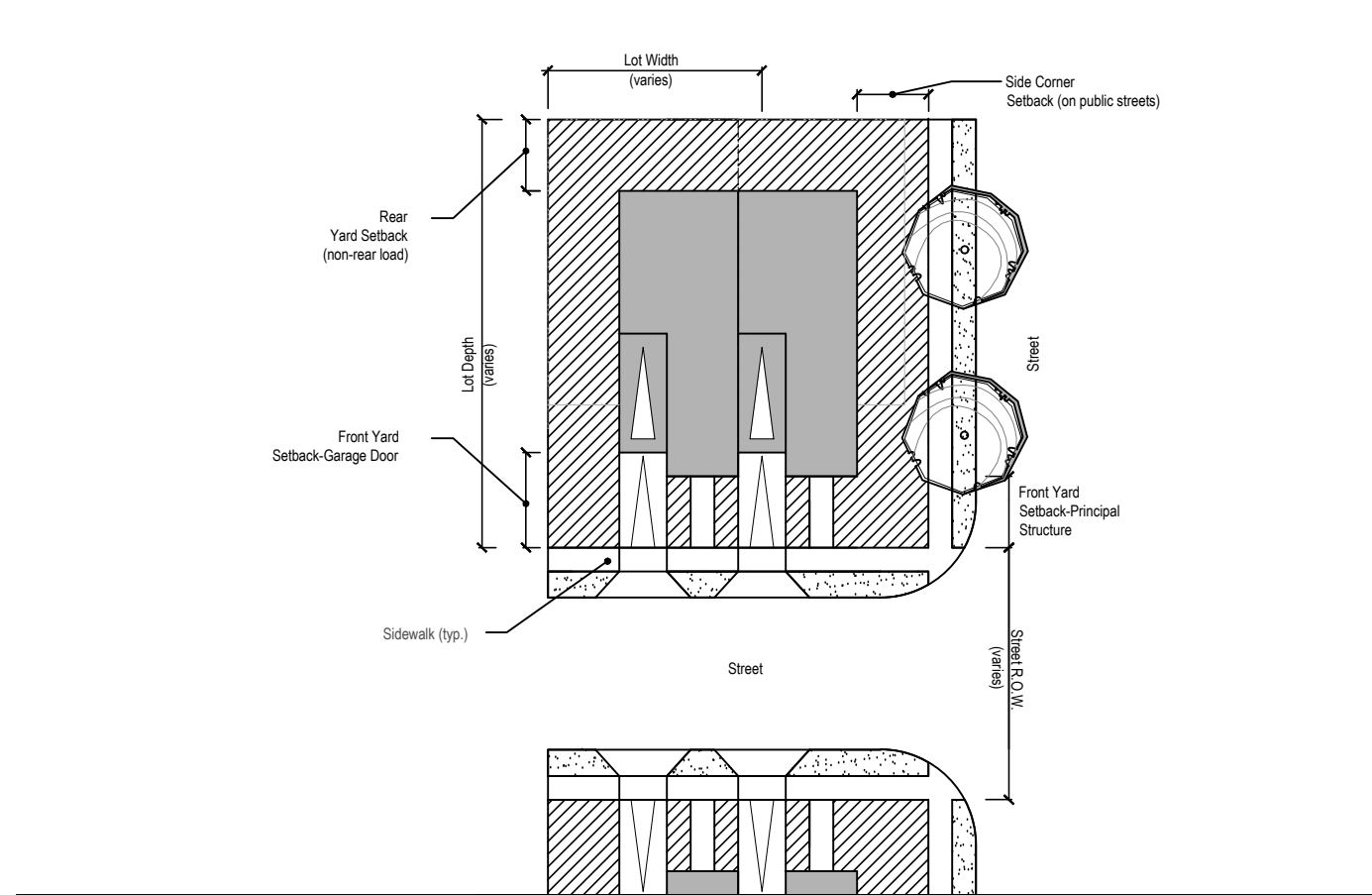
Two-Family - Rear Load - Green Court
Conceptual Drawing Subject to Change

Not to Scale



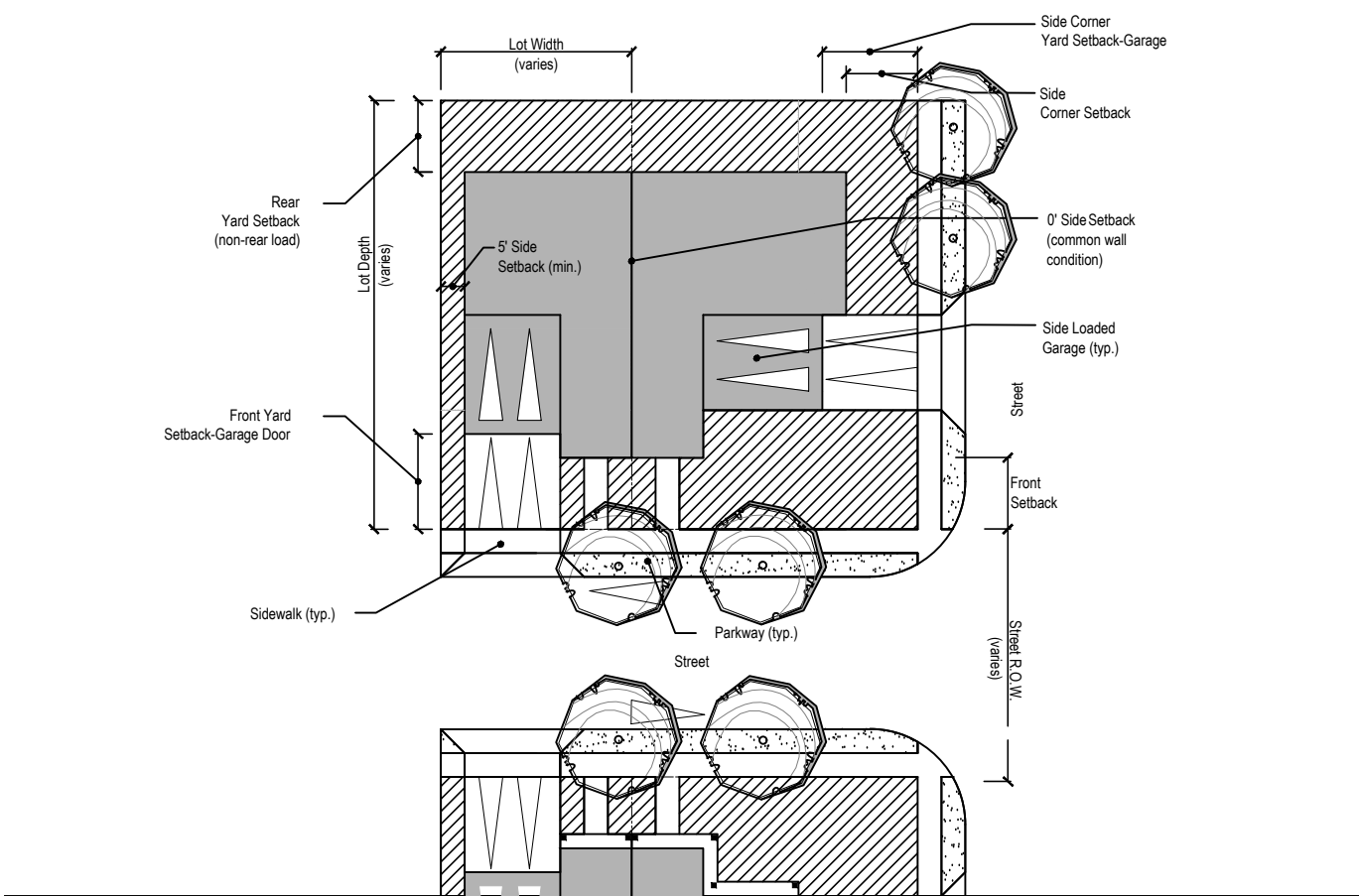
Two-Family - Rear Load with Detached Garage
Conceptual Drawing Subject to Change

Not to Scale



Two-Family - Front Load with Single-Car Garage
Conceptual Drawing Subject to Change

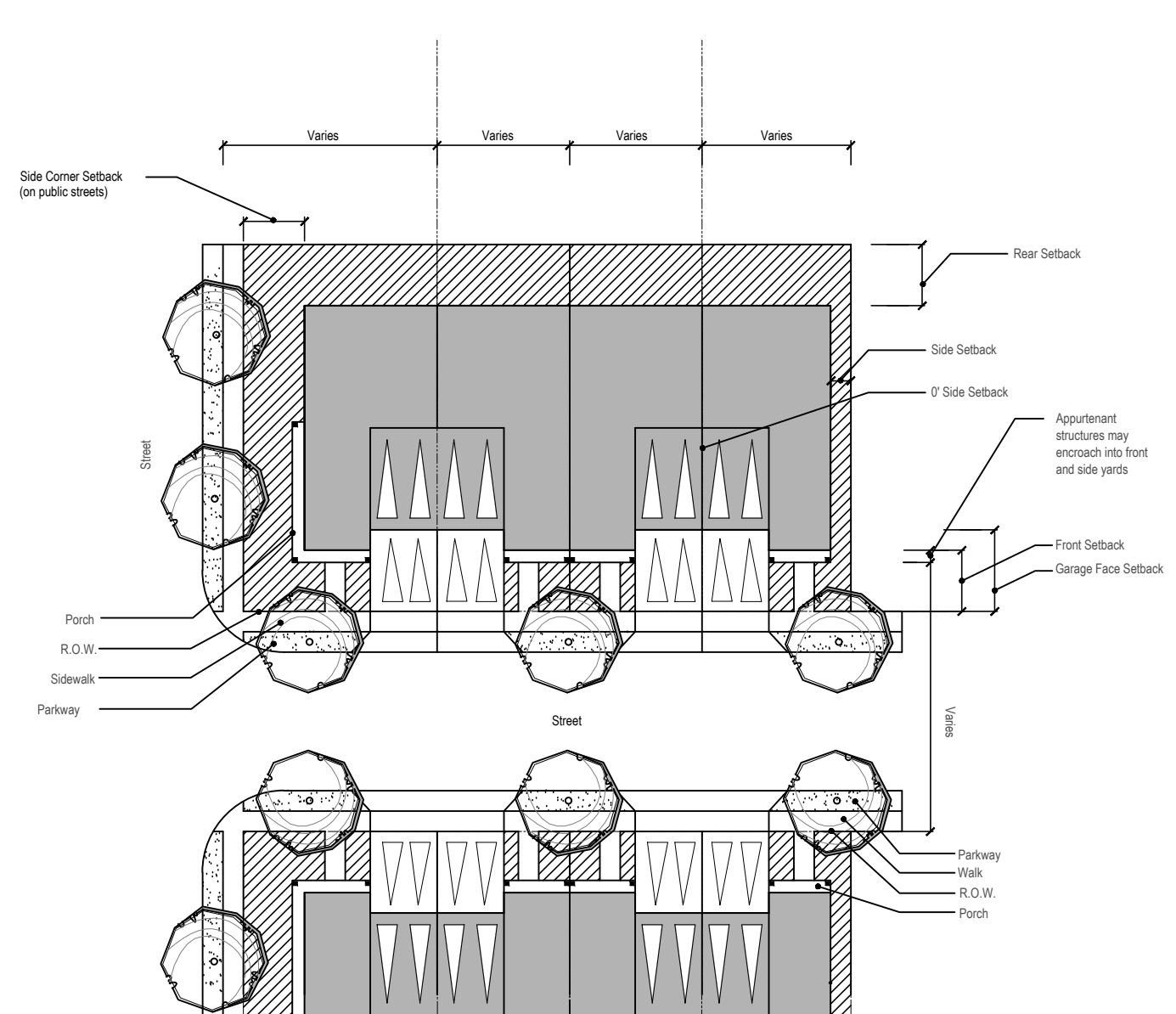
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Two-Family - Side Load
Conceptual Drawing Subject to Change

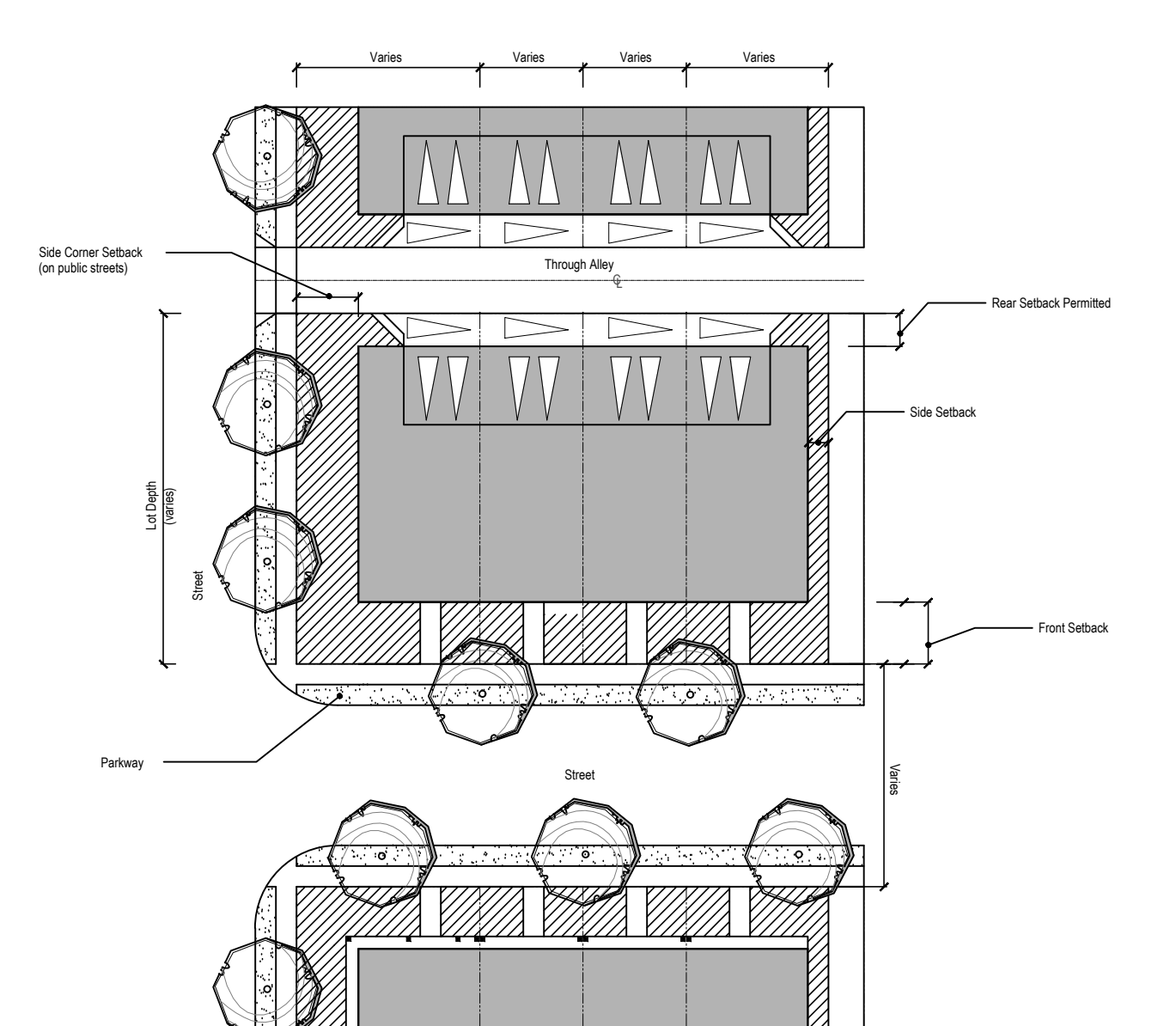
Not to Scale

Row House Lot Typicals



Row House - Front Load
Conceptual Drawing Subject to Change

Not to Scale



Row House - Rear Load
Conceptual Drawing Subject to Change

Not to Scale

Lot Typical Notes

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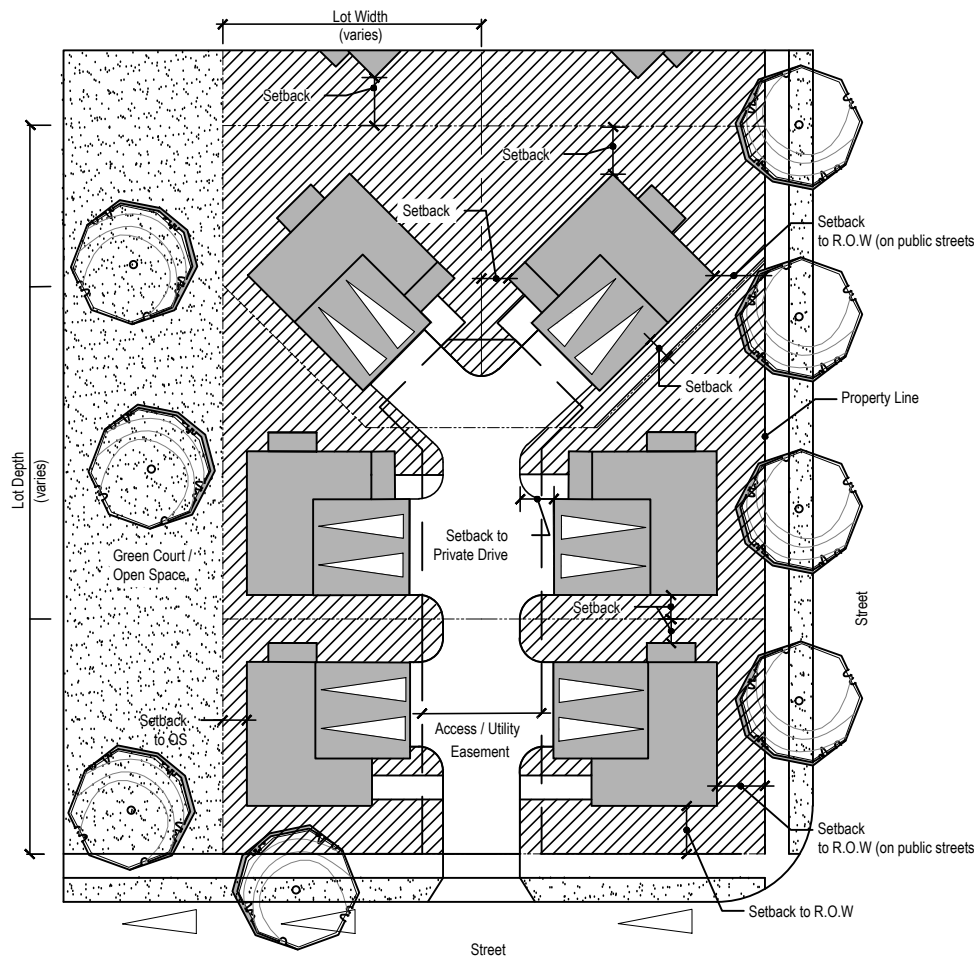
Lot Typicals

Cascadia
Planned Unit Development

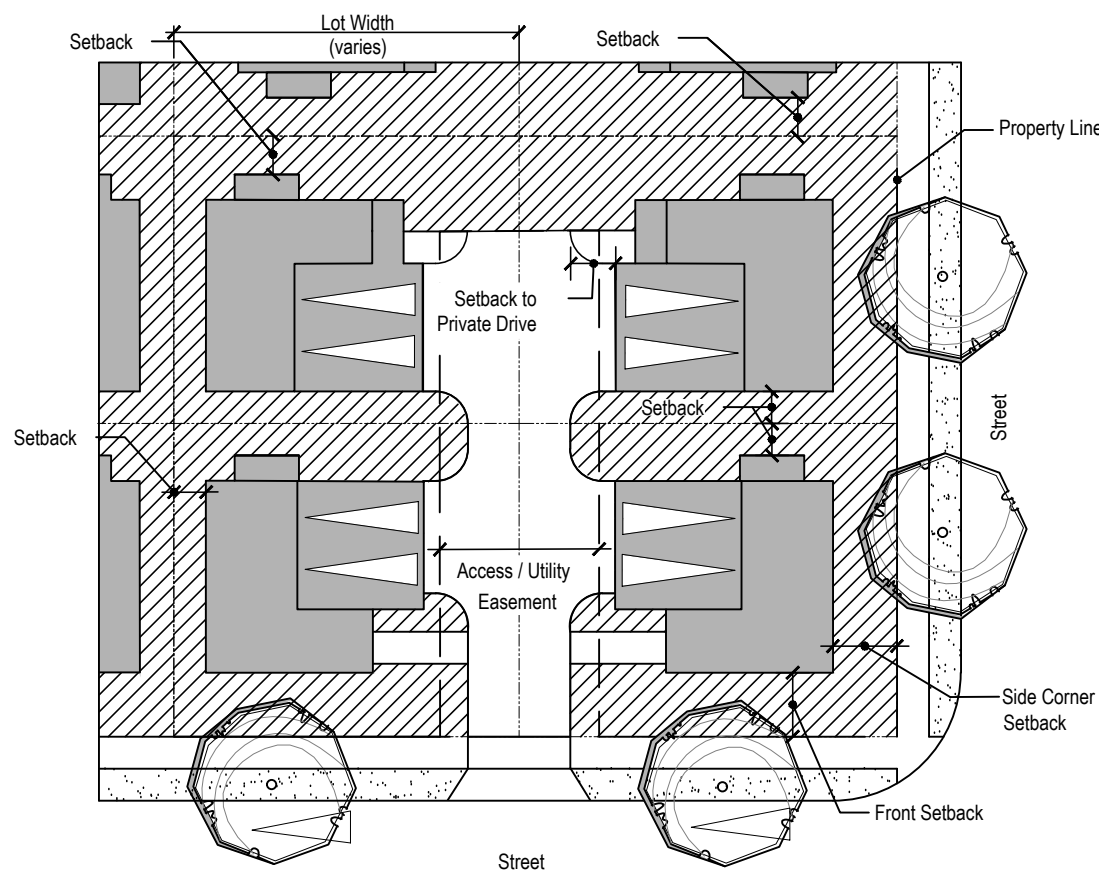
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Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
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833.786 Acres
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Lot Typicals

Single-Family Detached, Small Cluster Lot Typicals

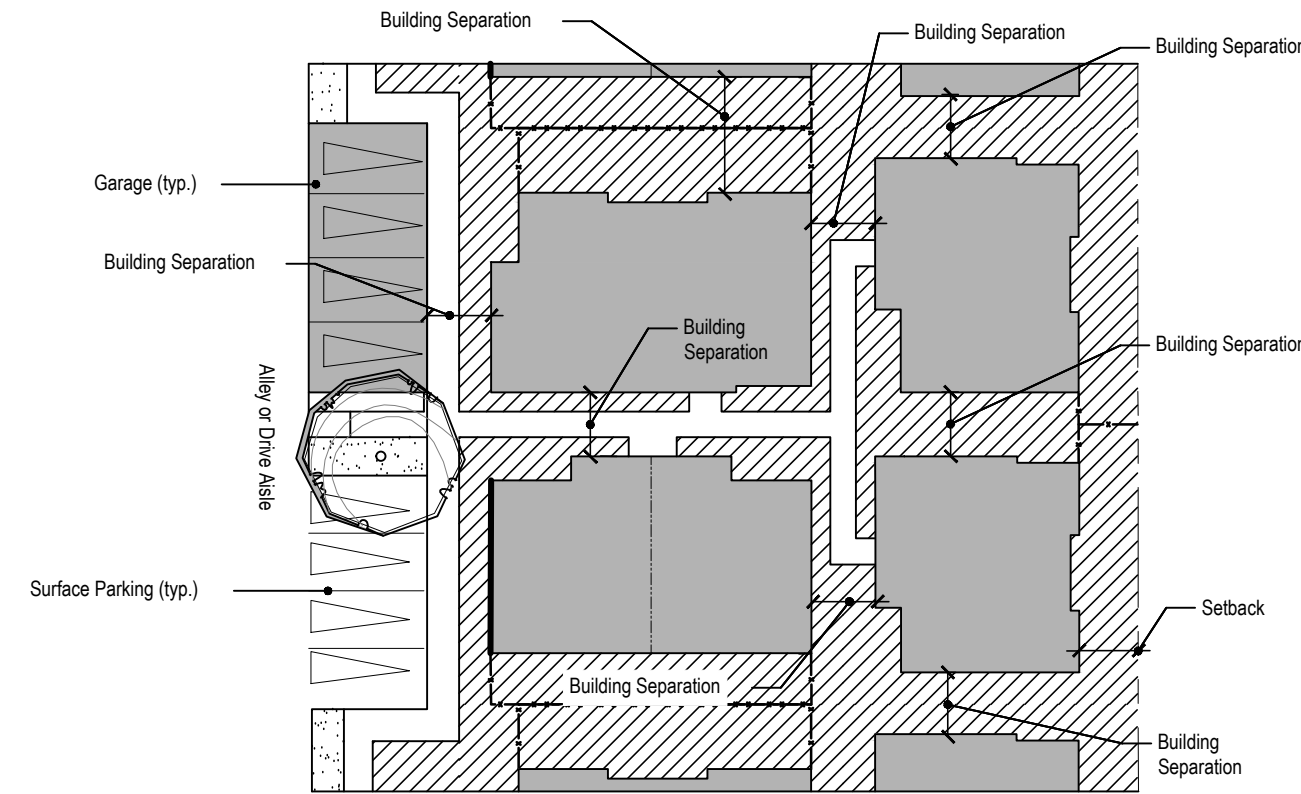


Single-Family Detached, Small Cluster - 6 Pack - Front Load - Green Court
Conceptual Drawing Subject to Change
Not to Scale



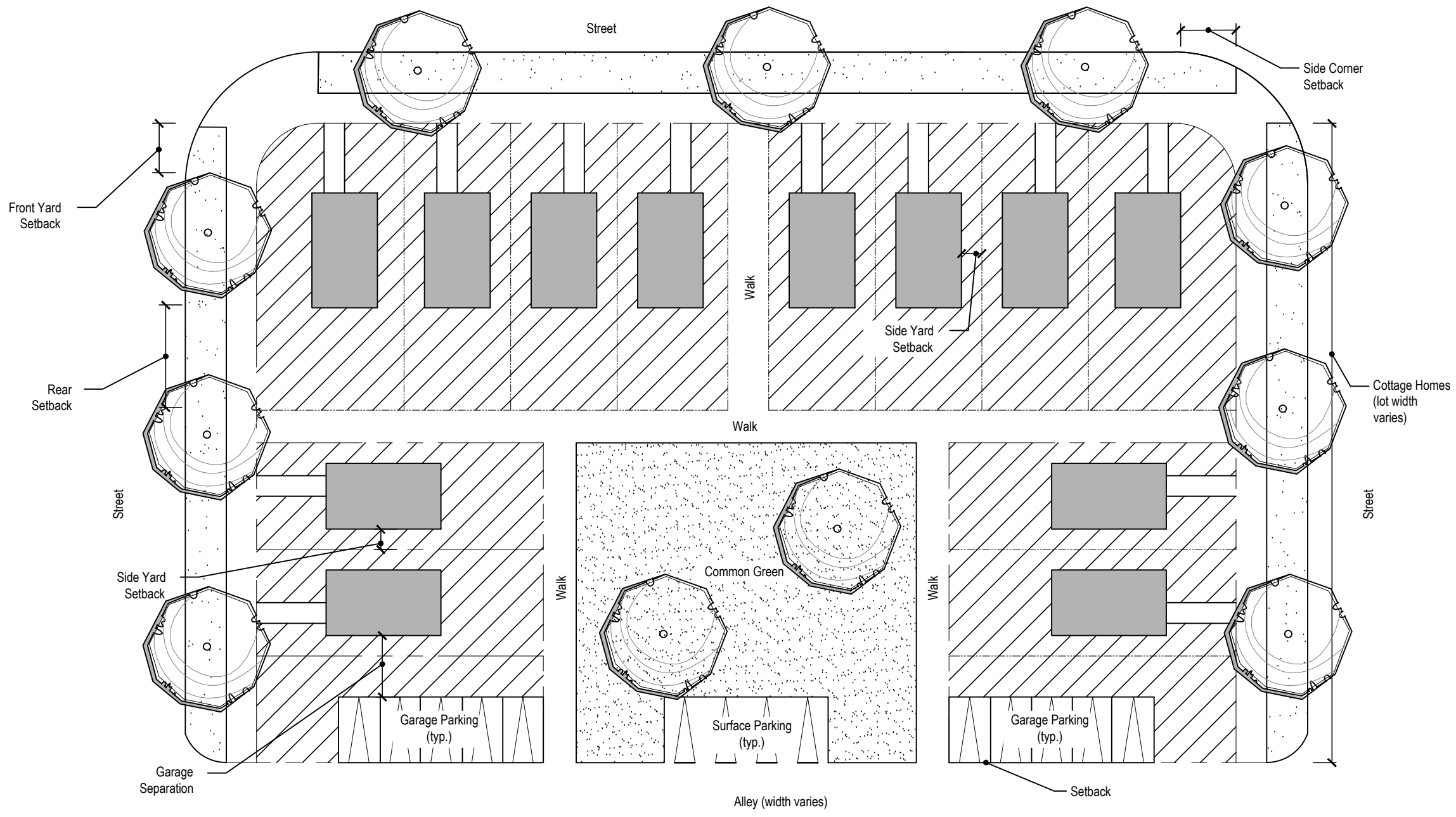
Single-Family Detached, Small Cluster - 4 Pack - Front Load
Conceptual Drawing Subject to Change
Not to Scale

Common Lots



Single-Family Detached & Duplex - Common Lots
Conceptual Drawing Subject to Change
Note: Pedestrian access to a public or private street is required.
Not to Scale

Single-Family Detached, Small



Single-Family Detached, Small
Conceptual Drawing Subject to Change
Note: Perpendicular parking conditions adjacent to alleys or drive aisles are subject to review at the time of subdivision/site plan application.
Not to Scale

Lot Typical Notes

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SHEET TITLE:

Lot Typicals

Cascadia Planned Unit Development

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833.786 Acres

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CASCADIA PUD INTENT STATEMENT

Overall Intent

Overall, this Cascadia PUD is planned to create a high-quality, catalyst development in West Greeley which will serve as a new gateway to the City. Cascadia will provide a mix of desired entertainment, commercial, and diverse residential neighborhoods while preserving quality open space and natural areas for residents of Greeley. This PUD is planned to feather density from the more intense and dense uses in and near the Entertainment District and along Highway 34, and transitioning outward, with the lowest intensity and density to the north in Planning Area F.

Cascadia – General

Cascadia is composed of approximately 833 acres of land and will set the stage for a new west side of Greeley. Cascadia is a comprehensive and cohesive land use and transportation framework, which includes a wide range of land use types, an interconnected open space and trail system, identification of key gathering places, and the relationships among these elements of the PUD.

Cascadia is organized into three (3) Character Areas, according to location, similarities in land use, and other development characteristics of the PUD Planning Areas. These three (3) areas are unique but bound together through consistency in development and design standards. The Entertainment District is anchored by an indoor arena, a youth ice sports facility, a hotel/water park, an activated plaza, and also includes a range of supporting uses. Cascadia Ranch consists of a variety of uses ranging from mixed-use areas to low-density residential neighborhoods and is planned to include an equestrian center as a central gathering place. Cascadia East has a general character of commerce, employment and mixed-use, with supportive higher density residential opportunities.

While architectural character may be expressed in varying ways across Cascadia, especially from Character Area to Character Area and for specific buildings with unique forms and functions, general consistency is planned among the site and streetscape elements across Cascadia.

Character Areas

1. Entertainment District (Planning Area A & Planning Area B)

The Entertainment District is a regional destination of higher intensity uses influenced by its adjacency to Highway 34, WCR 17 and its identity as a catalyst for future development in the greater Greeley area. The district is centered around key amenities and gathering spaces including an indoor arena, a youth ice sports facility, a hotel/water park and a corridor of public space including a plaza and Cascadia Falls Park (featuring a series of activated cascading pools which follow the natural topography of the land). This entertainment activity area is planned to also include restaurants, retail establishments and other entertainment venues. Multi-modal improvements planned in or adjacent to the Entertainment District include e-mobility trails adjacent to 4th Street and 131st Avenue, e-mobility connections into the entertainment facilities, parking for e-mobility vehicles, and a local mobility hub. Many use areas within Planning Areas -A & -B are focused on Cascadia Falls Park to further enrich the interconnectivity within the district.

- Planning Area A hosts the indoor arena, a youth ice sports facility, a hotel/water park, a plaza, park, and local mobility hub. This Planning Area is generally urban in character with allowances for vertical and horizontal mixed-use, higher density residential, streets designed to support multimodal travel, regional transit connections and local transit hub, and active public spaces.
- Planning Area B is the southwestern terminus of Cascadia and anchors a new gateway opportunity to Greeley from the I-25 corridor. The type of development planned in this Planning Area will be higher-density, mixed-use (potential for both horizontal and vertical), and a range of commercial uses. Residential use types are anticipated to include denser and more compact housing types, set among commercial uses. Site design will allow a variety of modes of transportation and emphasize pedestrian friendly connections as this Planning Area has the potential to include a pedestrian-oriented cluster of uses and will provide opportunities to shop, work, live, and play. A portion of the Planning Area will be adjacent to Cascadia Falls Park.

CATALYST CHARACTER IMAGERY



OVERALL DESIGN STANDARDS INTENT

The Design Standards of this PUD are intended to promote consistent, high-quality design throughout Cascadia and ensure compatibility among various land uses as they develop over time. Planning and design within the Entertainment District is envisioned to, specifically, permit an intended level of flexibility to allow a variety of unique building and land use types. A range of residential and nonresidential standards across Cascadia allow for individual expression of architectural design that is cohesive without being the same. Architecture shall create visual interest and be used to promote variety among buildings or continue an established character within a neighborhood. Complimentary design character may be achieved through built amenities and elements such as fencing, signage, monumentation, walls, street/site furnishings, and lighting. The landscape materials palette will provide a unifying element along the streetscape through Cascadia and key gateways.

INTENT OF ENTERTAINMENT DISTRICT DESIGN STANDARDS

As a regional destination, hosting large gathering events, the Entertainment District is a dynamic place, featuring a more intensive range of uses and potential densities. Signage, lighting, parking, and architectural expressions within the district are unique and may be different from other parts of Cascadia. Due to the unique and large-format uses planned within the Entertainment District, alternative standards are necessary to accommodate innovative/alternative architectural solutions. These standards will continue to support high-quality design while allowing for flexibility tailored to the context of the area and the proposed developments.

- The Entertainment District prioritizes multimodal transportation. It features a local transit hub, opportunities for golf cart transportation connectivity, and bicycle and pedestrian-oriented streetscapes.
- As parking will be dynamic over the lifetime of the Entertainment District the flexibility exists within the PUD to change as development in the area evolves, increasing in quantity and form- potentially from surface lots of hard permeable materials to paved surface lots to eventual structured parking.
- The indoor arena, hotel/waterpark, plaza, and Cascadia Falls Park establish the district as an activity center. A consistent palette of landscape materials, street furnishing, and other public amenities such as fountains and public art opportunities help establish this distinct place.
- Lighting will be important to establish the quality and character of the Entertainment District, to both support the entertainment-based uses and provide general illumination and safety for the various public spaces. Dark sky lighting standards will be less evident in this district due to the character and need of the associated buildings and uses.
- As a regional destination and a gateway to both Cascadia and the City of Greeley, large monumentation signs that are highly visible from primary roadways are essential to welcome and communicate (including project branding/character). In general, signs in this district may be intentionally different from other areas of Cascadia. Sign design and details shall be covered under separate Planned Sign Programs (PSPs) submitted for City review and approval. A PSP for signs within the Entertainment District shall be approved prior to or concurrent with approval of the first site plan within the district.
- Arenas and similar large, complex facilities are exempted from some design standards due to the inherently unique nature of their design, which is directly influenced by the specialized functions and operational needs of such venues. The intent of this exemption is not to circumvent the provision of high-quality design, but rather to encourage and enable creative, context-sensitive architectural solutions that reflect the distinctive character and scale of the buildings. This flexibility allows for innovation while still maintaining the overall goals of quality, cohesion, and compatibility within the broader development.

DATE:
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03 Sub: 8/8/25
04 Sub: 8/18/25

SHEET TITLE:
PUD Intent &
Character Imagery

Cascadia
Planned Unit Development

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833.786 Acres
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COMMERCIAL CHARACTER IMAGERY



Imagery is conceptual and subject to change. Imagery is intended to show character and design quality intent.

Cascadia PUD
Planned Unit Development
Greeley, CO

DATE:
01 Sub: 7/11/25
02 Sub: 7/25/25
03 Sub: 8/8/25
04 Sub: 8/18/25

SHEET TITLE:
Commercial
Character Imagery

Cascadia
Planned Unit Development

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RESIDENTIAL CHARACTER IMAGERY



Imagery is conceptual and subject to change. Images shown are solely for representative purposes of the type of character and design quality intent of the Cascadia PUD. They are not intended to depict actual build out.

Cascadia PUD
Planned Unit Development
Greeley, CO

DATE:
01 Sub: 7/11/25
02 Sub: 7/25/25
03 Sub: 8/8/25
04 Sub: 8/18/25

SHEET TITLE:
Residential
Character Imagery

Cascadia
Planned Unit Development

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RESIDENTIAL STANDARDS

- Intent and applicability.**
The following standards shall replace Chapter 5, Residential Development Standards of the Greeley Municipal code, except as otherwise noted.
- Applicability.** The standards in this chapter provide lot, building development, and design standards, and generally apply to all residential development except:
 - Where stated, some sections may only apply to specific building types, specific districts or specific scales of projects;
 - The character overlay established according to section 24-1007 of the Greeley Municipal Code may modify standards for a particular area; or
 - Residential development may be further impacted by the standards for areas of ecological significance in section 24-1004 of the Greeley Municipal Code.
 - Housing diversity.** The Cascadia PUD permits and encourages a diversity of housing types to create inclusive neighborhoods that accommodate a wide range of household sizes, income levels, and lifestyle needs, fostering a more integrated and resilient community. A mix of single-family homes, townhomes, duplexes, and multi-family units help prevent visual monotony, encourages architectural variety, and allows for adaptable neighborhood design. This diversity also promotes long-term sustainability through more efficient use of land and infrastructure, while enhancing social connectivity and vibrancy throughout the community.

In order to promote variety, the following housing types are permitted in each Character Area (if residential is proposed):

Entertainment District (Planning Areas -A & -B)

- Row house dwellings, rear loaded
- Row house dwellings, front or side loaded
- Multi-family dwellings containing up to 4 units per building
- Multi-family dwellings containing 5 to 8 units per building
- Multi-family dwellings containing 9 to 12 units per building
- Multi-family dwellings containing 13 to 16units per building
- Multi-family dwellings containing 17 to 20 units per building
- Multi-family dwellings containing more than 20 units per building
- Mixed-use dwelling units
- Accessory dwelling units (ADUs)

Cascadia Ranch (Planning Areas -C -- -G)

- Estate single-family detached dwellings with front or side loaded garages (-E, -F, & -G only)
- Estate single-family detached dwellings with rear (alley) loaded garages (-E, -F, & -G only)
- Standard single-family detached dwellings with front or side loaded garages
- Standard single-family detached dwellings with rear (alley) loaded garages
- Small single-family detached dwellings with front or side loaded garages
- Small single-family detached dwellings with rear (alley) loaded garages
- Two-family dwellings with rear (alley) loaded garages
- Two-family dwellings with front or side loaded garages
- Row house dwellings, rear loaded
- Row house dwellings, front or side loaded
- Multi-family dwellings containing up to 4 units per building
- Multi-family dwellings containing 5 to 8 units per building
- Multi-family dwellings containing 9 to 12 units per building
- Accessory dwelling units (ADUs)

Cascadia East (Planning Areas -H & -I)

- Small single-family detached dwellings with front or side loaded garages
- Small single-family detached dwellings with rear (alley) loaded garages
- Two-family dwellings with rear (alley) loaded garages
- Two-family dwellings with front or side loaded garages
- Row house dwellings, rear loaded
- Row house dwellings, front or side loaded
- Multi-family dwellings containing up to 4 units per building
- Multi-family dwellings containing 5 to 8 units per building
- Multi-family dwellings containing 9 to 12 units per building
- Multi-family dwellings containing 13 to 16 units per building
- Multi-family dwellings containing 17 to 20 units per building
- Multi-family dwellings containing more than 20 units per building
- Mixed-use dwelling units
- Accessory dwelling units (ADUs)

Throughout the entire PUD area, there will be a minimum of four housing types with no more than 50 percent of any one type. (ADUs are excluded from this maximum percent standard.)

- Fences and walls.** Fences and walls in residential districts shall be limited to the sizes and locations in the table below, and the following additional standards.

Location	
Front In the front setback or any location in front of front of building line	• 3.5' high • 3.5'-6' if it is ornamental design that is at least 75% open (i.e., wrought iron). • Up to 8' for ornamental features at pedestrian entries.
Side and Rear In the side, street side, or rear yard and behind the front building line	• 6' high • A fence or wall outside of required setbacks (i.e., in the buildable envelope) and behind front building line can exceed 6', but may be limited by building codes or other general development and design standards.
Perimeter Fences Any fence within 30' of a collector or arterial street right-of-way as part of the perimeter landscape and screening requirements of this PUD.	Any fence designed as part of a perimeter landscape area along collector or arterial streets, or otherwise located within 30' of a collector or arterial right-of-way and longer than 100', shall meet the following standards: • All fencing shall be softened with landscape materials on the street side of fences meeting the perimeter landscape standards of this PUD. • Expanses of over 100' shall be broken up by either: ◦ Offsets of +/- 3' on 1/3 of length for every 150' span; or ◦ Ornamental designs on at least 50' of every 150' space that is at least 75% open (i.e., wrought iron); or ◦ Architectural pillars or posts (i.e., stone, or masonry) at least every 50'. • Alternatives may be approved by the director.
All locations	All fences or walls along right-of-way or easements shall be set back at least: • 1' from any ROW or easement that prohibits structures; otherwise fences in easements shall be permitted only subject to specific easement language and limitations. • 2' from any sidewalk. • 3' from the edge of any alley or similar vehicle access surface. • Fences or walls may only be located in the right-of-way or public easement by a revocable right-of-way permit from the public works department.

- General fence and wall design standards.**
 - All fences or walls located along common lot lines shall be located so the fence is on the property line, or at least three feet from the property line. Any areas set back three feet or more, which could become enclosed by other similarly located fences, shall provide at least one gate for access and maintenance equipment.
 - The finished side shall face adjacent property or any public right-of-way, public space, or common areas.
 - Any fence or wall in the floodplain shall also require a floodplain development permit.
 - All fence or walls shall be located and designed to comply with sight distance requirements. Any fence or wall that could potentially create a sight obstruction for vehicles crossing pedestrian areas or entering the street may require greater transparency or additional location restrictions to allow for safe sight distances for the vehicle.
 - Temporary fences for construction may be up to six feet tall or as otherwise specified in construction permits.
 - All fences and walls may be subject to additional standards of the building code, approved drainage plans for the lot, or other design and development standards. In particular, the following require a building permit when allowed by this PUD:
 - Any fence or wall over six feet.
 - Any retaining walls over four feet.
 - Walls in the setbacks over six feet shall only be permitted by alternative compliance in section 24-208 of the Greeley Municipal Code.
- Materials.** Fences and walls shall be consistent in character, materials and appearance with the architecture of the principal building on the same lot. Fences and walls shall be constructed out of any of the following materials:
 - Wood or vinyl simulating wood. Wood shall be either naturally rot resistant (such as cedar), or pressure treated for rot resistance;
 - Wrought iron, ornamental metal/steel, or aluminum simulating wrought iron;
 - Stone, brick, concrete with stone or brick veneer, pre-cast concrete simulated stone or brick, or decorative concrete textured to simulate masonry; or
 - No chain link or vinyl clad chain link fences are allowed except around sports facilities, courts, pools, or similar facilities.

Residential design standards.

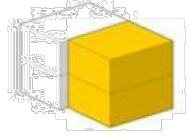
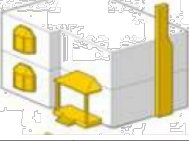
- Applicability.** The design standards shall apply to residential development within the Cascadia PUD. The standards shall specifically apply to the following circumstances:

Activity	Applicability of Standards
Site or landscape work on less than 50% of the lot	Standards only apply to changes associated with the proposed work, and only to the extent that any nonconforming situations for the entire site are brought closer to compliance.
Site or landscape work on 50% or more of the lot	All site and landscape for the entire lot shall be brought into compliance with the standards.
Rehabilitation, remodeling or additions to buildings that add more than 200 sf to the building footprint or mass, but less than 50%	Standards only apply to changes associated with the proposed work, and only to the extent that any nonconforming situations for the entire site are brought closer to compliance. However, staff may require full compliance for the building and lot for any rehabilitation, remodel or addition that is grater than 75% of the assessed value.
New primary structure; or rehabilitation, remodeling or additions to the building that add more than 50% to the building footprint or mass	All standards for the entire building and lot shall be met.
Ordinary maintenance	The standards shall not apply to ordinary maintenance of existing buildings, except that maintenance to any building may not occur in a manner that brings the building or site to a greater degree of nonconformance with these standards.

- Driveways:** Maximum driveway widths up to 24' within front and side setback are allowed. Alternative compliance for wider driveways may occur where larger amounts of traffic require wider driveways to accommodate traffic needs -- to be approved by director. In cases where driveway width and garage standards prohibit front-loaded garages and driveways on a particular lot, a range of options with different access patterns and garage locations may be used.
- Residential Landscape**
 - Planning Areas -A & -B:** Due to varying types of public realm design elements (primary streets, plazas, Cascadia Falls Park, etc.) flexibility in meeting these standards is permitted, as approved by the director during the development application process.
 - All other Planning Areas shall include landscape and hardscape per the Lot Typical depictions in this PUD. Maximized amounts of landscape vs. hardscape is encouraged and in most cases, a minimum of 50 percent landscape and a maximum of 50 percent hardscape should be achieved.
 - Driveway limits.** Driveway limits maintain active spaces along the frontage, preserve areas of streetscape landscape, and reduce curb cut width protecting sidewalks and curbside parking. The following standards apply to the driveway limits:
 - Driveway width limits apply to the front and side setbacks.
 - In cases where driveway width and garage standards prohibit front-loaded garages and driveways on a particular lot, a range of options with different access patterns and garage locations may be used.
 - Garage design.** Garage design reduces the extent; massing, and proximity and of front-loaded garages relative to the streetscape, and promote more human-scale building elements and active living areas along the frontage. The following standards apply to the garage limits:
 - Garage limits apply to front-loaded garages. Alternatives such as detached garages, side or rear-loaded garages, or attached garages that are accessed from the front but located on the rear of buildings are not subject to the limits.
 - Garage limits shall be measured from the garage door face.
 - Any front-loaded garage that is more than 35 percent of the elevation or that projects in front of the main mass of the house shall include at least two of the following features to reduce the scale and prominence of the garage:
 - A front entry feature associated with the non-garage mass of the building that projects in front of or is no more than four feet behind the garage entry, and is at least ten feet wide.
 - The wall plane with a garage door is limited to no more than 350 square feet, and distinguished from other wall planes by the following:
 - At least one bay stepped back at least two feet; and/or
 - Ornamental features such as canopies, eyebrows, or cantilevers distinguish the wall plane of any upper level gables or living space.
 - Garage doors and any other related wall planes have at least 15 percent windows, and other ornamental trim or accents are included on the doors and pillars related to the garage entry.
- Front entry features.** The entry feature standards and design techniques in the following table shall be used where entry features are required by frontage types and are otherwise recommended to achieve the design objectives of this section and to meet the standards.

Design Element	Width	Depth	Details and Ornamentation
Porch	8' minimum	6'-12'	• Decorative railing or wall 2.5' to 4' high along at least 50% of the perimeter. • If not roofed, a canopy, pediment, transom windows, enlarged trim and molding or other similar accents accompany the front entrance.
Stoop	5'-12'	6'-8'	• Decorative railing or walls along steps and side of stoop. • Ornamental features accent the front entrance such as canopy, pediment, transom windows, enlarged trim and molding, or other similar accents that emphasize the door over other facade features. • May be associated with a single-story enclosed front entry portico, projecting from the building.
Entry court	12'+, but never more than 50% of facade	10'-24'	• Recessed entry within the building footprint. • Decorative wall or railing, no higher than between 2.5' and 6' high along at least 50% of the opening. • Ornamental pillars, posts or landscape accent the pedestrian entrance and create a gateway into the entry court.
General design			• All entry features shall have a sidewalk or path at least four feet wide directly connecting the entry feature to the public sidewalk or street. For suburban frontage, this can connect via the driveway. • All entry features shall be integrated into the overall building design including compatible materials, roof forms, and architectural style and details. • Except for estate single-family detached dwellings, entry features shall be single-story, so that any roof structure and any ornamentation occur between 8' and 14' above the floor-level of the entry feature. • Entry features meeting these standards may encroach up to 10' in front of the front building line, but never closer than 5' to a public or common property line, provided they are unenclosed with at least 65% open and unobstructed on all sides that project into the setback. • Any non-single-family detached building with more than 150' of front facade, or any side greater than 200' and permitted within 20' of the street, shall have 1 entry feature for every 100 linear feet of building frontage on the street.

- Alternative compliance.** Alternative compliance to the frontage design standards established in this section may be authorized according to the process and criteria in section 24-208 of the Greeley Municipal Code, Alternative compliance, and any of the following additional applicable criteria:
 - The context presents clear pattern of existing buildings and lots on the same block and opposite block face with a different arrangement in terms of the front building line, driveway access patterns, and extent and placement of garages.
 - An alternative design allows the building, garage, and access to be sited in a way that preserves topography or other natural features on the site, and does so in a way that equally or better meets the design objectives.
 - The alternative preserves the streetscape landscape area and the curb areas available for on-street parking to the greatest extent practical.
 - For multi-unit houses, alternatives to the driveway widths and setbacks may be approved for a required, accessory or guest parking space provided:
 - All drainage and potential impacts on adjacent property are addressed; and
 - The director may require other design or landscape mitigation to ensure the parking and access is as discreet as possible.
 - In all cases the deviation is the minimum necessary to address the circumstance and does not negatively impact other design standards applicable to the building or site.
- Building design.** Building design refines the scale and form of buildings beyond basic height, setback and lot coverage standards.
 - Design objectives.** The following design objectives shall be used in applying the building design standards in this section:
 - Relate buildings to public realm and streetscape in a consistent manner and create a compatible massing along the block.
 - Arrange buildings in a way that creates meaningful outdoor spaces on the site, with building designs that define and activate these spaces.
 - Use combinations of height, width, depth, and roof forms to break down the building volume into smaller-scale masses.
 - Blend a variety of building sizes and types and create compatible transitions between adjacent buildings of different scale by mimicking similar massing and proportions of adjacent development.
 - Use materials and human-scale architectural features to create depth, texture, variation and visual interest to walls, particularly on larger façades, along streetscapes, and near active open spaces or adjacent lots.
 - Encourage unique architectural expression, and promote the use of key details and design characteristics inherent in the chosen style for the building.
 - Promote enduring investments with the application of durable, quality materials.
 - Building design standards.** The table below provides standards for massing and façade design. Subsections following the table provide specific design strategies and techniques to be used in meeting these standards and design objectives.

Design Detail	Building Type	SFD, Two-Family, and Row House	Multi-family
Wall plane limits Maximum wall plane without a massing variation of 2' + on at least 25% of elevation		50 linear feet	70 linear feet
Blank wall limits Maximum wall plane without modulation on at last 20% of the wall plane		30 linear feet	45 linear feet
Roof plane limits Maximum roof plane without offset of at least 2', complex planes, dormers or gables		50 linear feet	70 linear feet
Transparency Minimum window and door openings per elevation (includes decorative trim, molding and casing)		Does not apply to flat roofs, provided there is a parapet, cornice or other defined edge at the roofline	
		<i>Front</i> – 20%; 15% Upper Floors <i>Side</i> – n/a, except 8% if the side yard is greater than 2 times the required setback, or side yard condition <i>Street-side</i> – 10% <i>Rear</i> – 8%	<i>Front</i> – 20% <i>Side</i> – 8% <i>Street-side</i> – 10% <i>Rear</i> – 8%
Materials		Exterior walls of any allowed garage may be excluded from this requirement, provided other architectural details and materials are used to meet any applicable modulation requirements	
		<i>Primary Materials</i> – 80%-90% (limit 2 materials, no more than 80% of any one material) <i>Secondary/Accent Materials</i> – 10%-20% (limit 2 materials)	<i>Primary Materials:</i> Lap siding (9" maximum board); vertical siding; alternative exposure pattern siding; brick, stone, stucco, synthetic/veneer brick or stone; and standing seam metal (roofs only) <i>Secondary/Accent Materials:</i> All primary materials, plus architectural metals, integrally tinted and textured masonry block; and wood or prefabricated synthetic trim or architectural details.

- Wall plane limits.** Massing techniques use changes in the building footprint, height, or significant shifts in wall and roof planes to break down the volume of larger buildings. Wall planes that exceed the wall plane limits shall have at least 25 percent of the elevation differentiated by one or more of the following massing techniques:
 - Break the building into distinct masses (primary mass, secondary mass, and wings), where portions of the building are offset from the main mass by at least eight feet, or are otherwise be noticeably smaller and subordinate to the main mass.
 - Step back portions of the building or upper stories by at least four feet in association with meaningful outside space, such as a balcony, deck, patio or entry court.
 - Use cantilevers of upper stories that provide at least a two feet overhang of other portions of the wall plane.
 - Provide single-story entry feature that project at least six feet from the wall plane.
 - Articulate rooflines by stepping the roof, using gables and dormers, dropping eaves, and using prominent overhangs to create offsets and projections of at least two feet.
 - Where larger buildings are next to smaller buildings, or are along a block with smaller buildings, step the height of the building or offset secondary masses to create compatible massing with adjacent structures.
- Blank wall limits.** Modulation uses materials, ornamental details, and subtle variations in the wall plane to break up blank wall planes. Wall planes that exceed the blank wall limits shall use one or more of the following techniques so that at least 20 percent of the façade is distinguished with modulated elements:
 - Create projections in the wall planes with bay windows, balconies, awnings, or canopies that project at least two feet from the wall plane.
 - Create voids in the wall plane with step-backs of upper stories or balconies that recess at least four feet beyond the wall plane.
 - Differentiate stories, roofs, or other masses with prominent trim materials and/or incorporate material changes on different modules of the building. Significant trim or ornamentation used to break up blank walls or wall planes shall project between two inches and two feet from the wall and be at least eight inches wide.
 - Use color changes and accent materials to emphasize distinct components of the façade. Material and color changes should wrap corners and occur at the inside corner of a massing element, or occur in association with a significant trim or ornamentation to give a finished and unified appearance to the element.
 - Break up remaining large expanses of blank walls with façade composition that considers the location and grouping of windows, doors, or architectural details.
- Transparency.** Windows and doors provide transparency, detail, and visual rhythm on the façade, and they break up blank walls with the location, pattern, and proportions of these openings. The following techniques should be used to achieve the design objectives of this subsection and to meet windows and doors requirements:
 - Provide transparency with the location, pattern, and proportions of windows and doors, and create relationships to surrounding spaces and buildings.
 - Incorporate distinct and visually significant windows and doors (size, orientation, and ornamentation) to emphasize key locations on the façade or to relate to important outside open spaces.
 - Locate windows and doors to create a coordinated façade composition considering the entire façade as a whole, and to break up large expanses into different components with the grouping of windows and doors.
 - Emphasize a hierarchy of doors with different levels of ornamentation and details, particularly to make multi-unit houses compatible with adjacent detached houses and appear as single houses.
 - Locate and design windows strategically in relation to privacy concerns in adjacent spaces and buildings, but maintain consistent exterior patterns; recall that high-bank windows, transom windows, opaque windows, and window treatments that are adaptable and user-controlled are a better strategy than simply no windows at all.
 - Use windows and doors with projecting trim and ornamentation to create depth, texture, and shadows on the façade; to emphasize openings; or to gang groups of openings. Openings that have projecting trim and casements (at least one inch off the façade and four inches wide); or otherwise group widows with significant details that clearly differentiate these elements from the main façade may count these features for up to 25 percent of the window and door requirement.
 - The window requirement may be waived on sides of buildings that are closer than three feet to the property line, if necessary to meet applicable building code requirements.

Cascadia
Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
Project Number: PUD2025-0003

- f. **Materials.** Building materials with texture and patterns create visual interest and signify quality construction and detailing. The following techniques should be used to achieve the design objectives of this section and the materials standards:
- Use natural materials such as painted or natural finish wood siding (horizontal lap, tongue-and-groove, board and batten, or vertical), brick, stone, stucco, ceramic, or terra cotta tile. Synthetic alternatives to these natural materials may be used if manufacturer specifications and/or precedents for application demonstrate that it will perform equally or better than the principal materials in terms of maintenance, design, and aesthetic goals.
 - Siding shall be continued to within 8 inches of finished grade on any side, unless the foundation is stone, stone veneer, or other ornamental finish is applied.
 - To ensure a higher neighborhood aesthetic, a minimum of 10 percent of the front building façade must include higher quality materials such as brick, stone, or high quality synthetic alternatives. These materials shall wrap the corner for at least two feet on any façade, or otherwise terminate at interior corners to give a finished appearance to the architectural element.
 - Coordinate changes in color and materials in association other changes in massing and modulation of the building.
 - Use changes in color or materials to differentiate the ground floor from upper floors and the main body of the building from the top or roof structure, particularly on buildings three stories or more.
 - In multi-building projects, use subtle variations in building materials and colors on different buildings, within a consistent palette of materials and colors.
- g. **Variations of buildings.** All projects involving three or more buildings shall provide variations in the elevation from the two buildings on each adjacent side, and the three nearest buildings on the opposite side of a facing block, with at least two of the following:
- Variations in the front entry features as indicated in the *Front entry features* section. Variations should include combinations of at least two of the following changes:
 - Different types of entry features: such as, porch, stoop, or entry court;
 - Different roof styles associated with the entry feature: such as gable, hip, shed, flat, arched, or no roof;
 - Different locations and extent of the entry feature: such as centered, shifted, wrapped; projecting, or embedded; and half or full; and/or
 - Different ornamentation or architectural styles that lead to distinct qualities within a similar scale or pattern;
 - Variations in the façade composition, including massing, modulation, window types and placement, materials and material changes, and details and ornamentation, to the extent that the buildings have a distinct appearance;
 - Variations of the roof forms considering the type of roof, orientation of gables, or use of dormers; or
 - Variations of the model or building type with distinctively different floor plans that lead to different massing. Mirror images of the same model and floor plan shall not be used to meet the variation requirement.
 - In the case of multi-unit buildings:
 - For duplexes/multi-unit houses that are intended to mimic the scale and form of detached houses, a hierarchy of doors and entrances shall be used to create the appearance of a single building, and the variation shall apply between buildings.
 - For row houses and similar buildings that are clearly designed for multiple units, subtle variations in the materials and entry features shall apply to emphasize different units, and the variation shall apply between units in the building.
- h. **Alternative compliance.** Alternative compliance to the building design standards established in this section may be authorized according to the process and criteria in section 24-208 of the Greeley Municipal Code, and any of the following additional applicable criteria:
- The requirement is not consistent with the particular architectural style selected for the building based on reputable resources documenting the style.
 - The requirement would make the building less compatible with designs or characteristics of other buildings or sites adjacent to the project or that are prevalent throughout the area.
 - Deviations from material standards and any simulated products demonstrate a proven performance in terms of maintenance and quality appearance.
 - In any case, the deviation is the minimum necessary to address the circumstance and does not negatively impact other design standards applicable to the building or site.
5. **Lot open space design.** Lot open space is based on the Maximum Lot Coverage requirements in the Bulk Standards table of this PUD. Lot open space helps scale buildings property to the lot and block, create transitions from public streetscapes to private lots, and ensure that residents have usable open space and outside social areas. These spaces also complement the neighborhood features, common areas, and public parks throughout the neighborhood. Open space designed according to the standards and design objectives of this subsection shall be used to meet the lot open space standards established in this PUD.
- a. **Design objective.** To the highest degree that is feasible based on site constraints and specific requirements of the various residential product types, the following design objectives shall be used to apply the lot open space standards in this subsection:
- Promote the arrangement of neighborhoods, blocks and lots in a way that responds to the existing natural features and ensures access to a variety of open spaces.
 - Design all feasible unbuilt areas to serve as valuable neighborhood features, considering the aesthetic, ecological, recreation, or community serving potential of these spaces.
 - Ensure that all lots and buildings have access and proximity to usable open space, whether public, common or private on-lot spaces.
- b. **On-lot open space design.** On-lot and building open space required for each building type in the PUD shall create a common or private amenity for the site and building that is appropriate to the building type, and will vary. Buildings and open spaces on a lot shall be arranged to create usable outdoor spaces that meet one or more of the following types:
- Private frontage areas designed according to the standards in this PUD, excluding any driveways, parking areas or other automobile space;
 - A front entry feature designed according to the standards in this PUD, provided it is at least 80 square feet, and at least six feet in all directions—this space is limited to no more than 25 percent of the requirement for the lot and building.
 - Courtyards, meeting the Development Standards established within this PUD;
 - Rear or side yards provided they are part of an open area at least 300 square feet and at least 10 feet in all directions.
 - Uncovered decks or patios, provided they are part of an open area at least 120 square feet and at least ten feet in all directions—this space is limited to no more than 50 percent of the requirement for the lot and building;
 - Apartment or mixed-use buildings may also count the following spaces:
 - Common rooftop decks provided they are at least 200 square feet, and at least 12 feet in all directions—this space is limited to no more than 25 percent of the requirement for the lot and building; or
 - Private balconies or patios, provided they are at least six feet by ten feet — this space is limited to no more than 25 percent of the requirement for the lot and building.
- c. **Alternative compliance.** Alternative compliance to the open space design standards established in this section may be authorized by the director.
6. **Exterior lighting.** All exterior lighting in residential zoning districts shall meet the lighting standards within the nonresidential design standards found within this PUD

Neighborhood features and common areas.

1. **Design objectives.** The following design objectives shall be used to design and locate neighborhood features and common space:

- Arrange neighborhoods, blocks and lots around a connected system of open lands, parks, trails and civic spaces.
 - Design and locate unbuilt areas to serve multiple aesthetic, ecological, recreation and social functions.
 - Integrate civic spaces and neighborhood features into streetscape designs and create gateways and transitions to unique neighborhoods and districts.
 - Design neighborhoods with access to outdoor recreation and opportunities active living.
 - Locate formal civic spaces to serve as gathering places and focal points of compact, walkable neighborhoods.
 - Preserve natural features for their aesthetic and ecological value, including groves of trees, prairie, streams, unusual and attractive topography, and similar natural landscape features.
 - Distribute open and civic spaces so that all development has access and proximity to a variety of amenities appropriate to its context.
2. **Required features and common areas.** Neighborhood features and commons areas shall be required for all residential projects based on the number of dwelling units specified below.

Required Features	Dwelling Units
0	Less than 25
1	25-50
2	51-100
3	101-200
+1	each increment of 100 units

3. **Neighborhood feature and common area design.** Neighborhood features and common areas may include the types of spaces identified below:

Type	Size	Service Area	Feature Points
Natural areas	At least 1 acre, parcels that are largely maintained in a natural condition, or designed as such, which may or may not include activated uses, such as trails, benches, detention, and other similar amenities	N/A	0.5 per acre provided
Trail system	• 20' min. width landscape corridor • 8' min. width paved or crusher fine path; 10' min. if multi-modal; • At least 1 block length, but sufficient continuity to connect entire project with pedestrian and bicycle systems outside of project.	w/in 1,000' of trail, or up to 0.25 mile from trail head	1
Pocket park	• 1-4 acres • At least 100' wide in all directions • Frontage on at least 1 public street OR connection to street by a trail	w/in 0.25 miles	1
Recreation center	• 10,000 sf-4 acres • 2,000 sf min. community building and/or • 20' x 40' min. community pool	w/in 0.5 miles	2 for building 2 for pool 3 for both
Square/green	• 5,000 sf-1 acre • At least 50' wide in all directions • Frontage on at least 2 public streets	w/in 1,000'	1
Plaza/ courtyard/ community garden	• 1,000-5,000 sf • At least 25' wide in all directions • Frontage on at least 1 public street OR connection to street by trail or pedestrian passage	abutting lots or on the same block	1
Enhanced streetscape	• 50% minimum increase above pedestrian/amenity area required by this PUD; OR • Median 12' minimum on collector; 16' minimum on arterial • At least 1 block length	abutting lots on the same block	0.25
Gateways	• 100-1,000 sf at all intersections of collector streets or higher classifications OR • Smaller but equivalent monumentation and identity features dispersed at all intersections.	abutting lots on the same block	0.25
Pedestrian passage	• 12'-20' wide corridor • 6' wide minimum paved path • 150' length minimum, and through the entire block or connecting from street to other civic space.	abutting lots on the same block	0.25

- Design criteria.** All neighborhood features and common space shall include enhanced landscape design to ensure a distinctive identity and amenity for the neighborhood.
 - Natural areas (open lands and trails) include large areas of vegetation, native or natural landscape, and undisturbed or restored topography and natural features. These areas shall be located to preserve valuable ecological resources such as riparian corridors, plant or animal habitat, or prominent landscape features. This includes parcels that are largely maintained in a natural condition, or designed as such, which may or may not include activated uses, such as trails, benches, detention, and other similar amenities.
 - Recreation areas (parks, trails, and recreation centers) include playgrounds, sport courts, and larger landscape areas designed for un-programmed outdoor recreation. These areas shall be located at highly visible, central locations and important intersections of the street networks and/or trail systems.
 - Formal areas (greens, plazas, squares and courtyards) include hardscape, public art, seating areas, ornamental landscape, water features or other enhancements to serve as focal points and gathering places. These areas shall be located to serve as focal points for compact development patterns or higher density development serving the immediate surrounding area.
- Designated outlots.** All neighborhood features and common space shall be designated on a plat as outlots under common ownership and reserved for the limited and specified purpose of serving surrounding development with amenities, except that multi-family projects may include the neighborhood features or common space within the required 30 percent lot open space in private ownership.
- Coordination with other public space.** All neighborhood features and common areas shall be coordinated, to the greatest extent practical, with the larger system of parks and civic spaces created as part of Cascadia.
- Stormwater facilities.** Stormwater facilities shall be designed and integrated into the street network or open and civic space system in order to avoid redundant and inefficient facilities on individual lots. Any area used for stormwater may be counted towards the neighborhood feature and common areas provided:
 - It is integrated into the design of the space as aesthetic amenity and is consistent with the design, function, and character of the space.
 - The design does not impact the utility of the space for either purpose (i.e., stormwater functions do not compromise the use and value of the space as intended open space, and open space designs do not compromise maintenance and management and performance for stormwater functions according to the design and performance standards of the design criteria and construction specifications for stormwater,
 - The maintenance and management of the portion of the facility serving stormwater function is clearly identified, whether that is a public dedication or whether it is an obligation of the owner or property owners' association.
- Ownership and management.** Neighborhood features and common areas platted as part of a development shall require specific designation on the final plat as a separate outlot. Construction, ownership and maintenance responsibilities will be determined at the time of future subdivisions and site plans. These responsibilities may fall

to the Metro District, GID, or future covenant-controlled communities (HOA's). Additionally, options for ownership and management include:

- Creation of or dedication to a nonprofit entity capable of carrying out the ownership and management.
- Creation of a homeowners', leaseholders' and/or property owners' association that owns the space in common and is capable of carrying out the ownership and management.
- Dedication to a public entity as part of the rights-of-way, parks or other community facilities element of the plan. The city may accept dedications of land in its sole discretion, provided it meets other open space and conservation goals of the city indicated in the comprehensive plan or other official culture, parks, and recreation department plans.

All neighborhood features and common areas shall require documentation recorded with the final plat that outlines the ongoing maintenance plans, as well as administrative and financial management of the space according to these standards. Documents such as covenants for a homeowners' association, bylaws or charter for a nonprofit entity, or similar agreements and guarantees, shall be filed with the clerk and recorders office in association with the plat prior to any building permits.

6. **Alternative compliance.** Alternative compliance to the neighborhood feature and common areas standards established in this section may be authorized according to the process and criteria in section 24-208 of the Greeley Municipal Code, and the following additional applicable criteria:

- The location, accessibility and quality of existing publicly dedicated areas, streetscape, or other public realm elements, particularly as it relates to infill development.
- The extent of lot open space associated with buildings and the opportunity for it to provide usable open space to residents.
- Alternatives to the neighborhood amenity and common area types that create a distinct identity or preserve a valuable resource.

NONRESIDENTIAL STANDARDS

Intent and applicability.

The following standards shall replace Chapter 6. Nonresidential Development Standards of the Greeley Municipal code, except as otherwise noted.

- Applicability.**
 - All new structures shall comply with these standards.
 - Modification or additions to existing structures or sites shall meet these standards to the extent of the modification or addition, except that the director may waive any design standards applied to modifications or additions:
 - That conflict with the consistent design of an existing building;
 - That conflict with the prevailing character on the block or immediate vicinity of the project; or
 - To otherwise facilitate infill development or adaptive reuse of an existing building.
 - The standards shall not apply to ordinary maintenance of existing buildings, except that maintenance to any building shall not occur in a manner that brings the building or site to a greater degree of nonconformance with these standards.
2. **Fences and walls.** Fences and walls in nonresidential districts shall be limited to sizes and locations in the table below.

Location (1)	
Front (2) In the front setback or any location in front of front building line.	• 3.5' high • 3.5' - 6' if it is ornamental design that is at least 75% open (i.e. wrought iron). • Up to 8' for ornamental features at pedestrian entries.
Side and Rear In the side, street side, or rear yard and behind the front building line.	• 6' high • 8' for industrial uses, provided the fence remains open (i.e., wrought iron or chain link) • A fence or wall outside of required setbacks (i.e., in the buildable envelope), and behind front building line can exceed 6', but may be limited by building codes or other general development and design standards.
Perimeter Fences An fence within 30' of a collector or arterial street right-of-way as part of perimeter landscape required within this PUD.	- Any fence designed as part of a perimeter landscape area along collector or arterial streets, or otherwise located within 30' of a collector or arterial right-of-way and longer than 100', shall meet the following standards: • Expanses of over 100' shall be broken up by either: • Offsets of +/- 3' on 1/3 of length for every 150' span; or • Ornamental designs on at least 50' of every 150' space that is at least 75% open (i.e., wrought iron); or • Architectural pillars or posts (i.e., stone, or masonry) at least every 100'. • Or in residential areas, every other lot corner or direction change, regardless of space distance. • Alternatives may be approved by the director.

1. Fences and walls within PAs -A & -B are encouraged to follow, but may exceed, these standards in limited circumstances where determined appropriate. Such determination will be made by the director at the time of site plan application.
2. Within PAs -A & -B, all sides of buildings may be considered "Front".

- General Height and location standards.** The following standards are applicable to fences and walls in all locations:
 - All fences or walls along rights-of-way or easements shall be located:
 - At least one foot from any ROW or easement that prohibits structures; otherwise fences in easements shall be permitted only subject to specific easement language and limitations.
 - At least two feet from any sidewalk.
 - At least three feet from the edge of any alley or similar vehicle access.
 - Fences or walls may only be located in the right-of-way or easement by a revocable right-of-way permit from the public works department.
- All fences or walls located along common lot lines shall be located so:
 - The fence is on the property line; or
 - The fence is at least three feet from the property line. Any areas set back three feet or more, which could become enclosed by other similarly located fences, shall provide at least one gate for access and maintenance equipment.
 - The finished side faces adjacent property or any public right-of-way, public space or common areas.
- Any fence or wall in the floodplain shall also require a floodplain development permit.
- All fence or walls shall be located and designed to comply with sight distance requirements. Any fence or wall that could potentially create a sight obstruction for vehicles crossing pedestrian areas or entering the street may require greater transparency or additional location restrictions to allow for safe sight distances for the vehicle.
- Temporary fences for construction may be up to six feet or as otherwise specified in construction permits.
- All fences and walls may be subject to additional standards of the building code, approved drainage plans for the lot, or other design and development standards. In particular, any of the following allowed by these standards, permitted by alternative compliance, or approved by a variance, requires a building permit:
 - Any fence or wall over six feet high;
 - Any retaining walls over four feet high;
 - Walls in the setbacks over six feet high shall only be permitted by alternative compliance in section 24-208 of the Greeley Municipal Code.
- Materials.** Fences and walls shall be consistent in architectural character, materials, and appearance of the principal building on the same lot. Fences shall be constructed out of any of the following materials:

- Wood or vinyl simulating wood. Wood shall be either naturally rot resistant (such as cedar), or pressure treated for rot resistance;
- Wrought iron or aluminum simulating wrought iron;
- Stone, brick, concrete with stone or brick veneer, architectural veneer, pre-cast concrete simulated stone or brick, or decorative concrete textured to simulate masonry; or
- Chain link or vinyl clad chain link is not permitted, except in the following situations:
 - Chain link fences (no exposed metal permitted) may be up to 12 feet for any security fence around sports facilities, courts, pools or similar facilities, provided it is 20 feet from any lot line and provided all portions over eight feet remain free of opaque screens.
- Barbed wire is not permitted within the Cascadia PUD, except as used for agricultural uses occurring prior to development.

Nonresidential Design Standards

1. **Applicability.** The design standards shall apply to nonresidential development within Cascadia.
- General applicability. The design standards apply based on the type of building and the context of a particular project, according to the general applicability provisions in the table below.

Cascadia PUD	Applicability
PAs -A & -B	• Buildings within PAs -A & -B are encouraged to comply with Frontage A standards with the overall intent to have buildings front primary streets, plazas, and Cascadia Falls Park (the public realm), provide entrances that are clearly recognizable, facilitate ease of pedestrian access and other typical urban design features. • Frontage C and D standards are permitted. • Arenas or similar large and complex buildings located in the Entertainment District (ED) are exempt from these Building Design Standards.
PAs -C, -D, -H, & -I	• Frontage C standards preferred and generally applicable; • Frontage D standards should be used in these Planning Areas only when Frontage A, B, and C are not feasible, but may be applied on large commercial sites (over 2 acres) or industrial buildings; • Frontage A and B standards are permitted.
PAs -E, -F, & -G	• Nonresidential design standards do not apply. Refer to Residential Development Standards of this PUD.
Residential Development	• Where residential building types are permitted in any nonresidential district, they may be developed according to the Residential Development Standards of this PUD.

- Alternative compliance.** Alternative compliance to the general applicability of the design standards may be authorized by the director, and/or any of the following additional applicable criteria:
 - Streets with pedestrian amenities or on-street parking are generally appropriate for the Frontage A and Frontage B frontage type and design standards.
 - Streets with higher traffic speeds or volumes, that lack pedestrian amenities, or that lack on-street parking are generally appropriate for Frontage C and Frontage D frontage type and design standards.
 - Where the context of a specific block or site has a prevalence of development that reflects patterns similar to any particular frontage and design type, the prevailing pattern may be implemented.
 - A development plan for an area or project may more specifically map street types and frontage types on a block-by-block basis, and any plan officially approved by the planning commission or city council in association with the development may further specify the applicability of the frontage types and design standards for a particular district, area, or project.
- Frontage design.** Frontage design determines the relationship between private development and the public realm, and determines the character of different districts. Building placement, parking and access locations, and landscape and streetscape design encompass the design of the frontage. Frontage types designed according to the standards and design objectives of this subsection may be used to modify the front setback established within the PUD Bulk Standards Chart, as indicated by the applicability provisions found herein.
 - Design objectives.** Frontage types shall be applied to meet the following design objectives:
 - Enhance the image of the city by coordinating streetscape investment with private lot and building investment.
 - Orient all buildings and lots to the public street, private streets, or to common open spaces that serve as an extension of the streetscape and public realm.
 - Design frontages based on the context of the area, block, and street, particularly emphasizing landscape areas to screen and separate sites from higher-volume/higher speed streets and emphasizing social spaces and human-scale architectural features on streets intended for more compact and walkable development.
 - Coordinate development across multiple lots along block faces, considering access, parking, landscape, and open space design.
 - Allow a range of different building types to engage the streetscape in compatible ways along a block through similar frontage designs.
 - Strengthen the identity and economic value of distinct places by reinforcing consistent patterns of streetscape, frontage design, and building placement and form.
 - Frontages should be similar for all lots on the same block face or gradually transition to different types in contexts that allow multiple frontage types.
 - Frontage design standards.** Frontage types shall be designed according to the development type. Subsections following the table provide specific design strategies and techniques to be used to meet these standards and the design objectives of this subsection. Modifications to the frontage design standards may be administratively approved by the director.

	Frontage A	Frontage B	Frontage C	Frontage D
Front building line (Build-to range)	0'-10'	0'-25'	25'-80'	80'+ / 0' (1)
Required front building line	80%	60%	25%	N/A
Access width (max.)	As required to meet Life Safety Requirements.			
Access spacing (min.)	1 per block	1 per block	150'	50'
Parking setback (min.)	Behind rear of building	Behind front building line	5'-20' min. (2)	5' - 20' min. (2)
Extent of parking frontage (max.)	0%	30%	N/A	N/A
Landscape	Refer to Street Sections of this PUD.		Refer to Perimeter Landscape and Screening Requirements of this PUD.	

1. 0' front building line permitted within PAs -A & -B.
2. See Access & Parking Standards for setbacks specific to parking lot sizes.

Cascadia
Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
Project Number: PUD2025-0003

- c. *Building form and placement.* All buildings shall establish a front building line. The required front building line may modify the required front setback based on the appropriate frontage for the street and block. All buildings shall occupy the minimum percentage specified for required front building line with either of the following:
- Front building façades meeting the design standards, Nonresidential building design; or
 - Open spaces meeting the requirements provided:
 - There are defining features at the extension of the required front building line, such as decorative walls or fences, landscape features. Seating areas, gatherings spaces, or other human scale details; and
 - All building façades fronting the open space meet the standards otherwise applicable along the streetscape.
 - Projects designed around internal access streets according to Street Standards within this PUD may use the internal access streets for the purpose of applying frontage standards.
- d. *Access and parking limits.* The following standards apply to the driveway and parking limits:
- Access width limits apply to the first 25 feet of the lot depth, or up to the front building line, whichever is less.
 - Access spacing specifies the minimum distance between edges of driveways or internal access streets. However, the Greeley Design Criteria and Construction Specifications for Streets may specify different access standards on any particular street or lot.
 - In cases where these standards limit access to a particular lot, options that coordinate access to lots on the same block shall be used, including mid-block alleys, internal access streets, common access lanes, or shared drives and cross access easements.
 - All parking shall be set back and limited only to the extent specified along the frontage, and be screened according to the standards Access and Parking Standards of this PUD.
- e. *Landscape.* The remainder of the frontage between the streetscape and front building line shall include landscape and open space designs.
- For Frontages A and B this area shall be designed to coordinate as an extension of the streetscape according to Street Standards of this PUD.
 - For Frontages B and C this area shall be designed according to the parking setback and landscape design standards in Access & Parking and Landscape Standards of this PUD.
 - On all frontage types, lot open space meeting the standards of this section may be included in this area.
- f. *Alternative compliance.* The appropriate application of frontage types is based upon a combination of the character of the zoning district, the streetscape design on which the development fronts, and the building form and placement on a specific lot. Alternative compliance to the frontage design standards established in this section may be authorized by the director and/or any of the following additional applicable criteria:
- The context presents a clear pattern of existing buildings and lots on the same block and opposite block face with a different arrangement in terms of the front building line, driveway access patterns, and extent and placement of parking lots and service areas.
 - An alternative design allows the building, access, and parking to be sited in a way that preserves topography or other natural features on the site, and does so in a way that equally or better meets the design objectives.
 - Parking and access that serves a greater area beyond the site and block may deviate from these standards, provided the location is consistent with development patterns in the vicinity and it is designed to minimize impacts on streetscapes.
 - In all cases the deviation is the minimum necessary to address the circumstance and does not negatively impact other design standards applicable to the building or site.
3. *Building Design.* Building design refines the scale and form of buildings beyond the basic setback, height, and lot coverage standards by breaking down the volume into smaller-scale masses, and by adding depth, texture, and variation to surfaces to relate to the spaces around the building.
- a. *Design objectives.* Building design standards shall be applied to meet the following objectives:
- Reinforce the context, patterns, and design character of the Planning Area or a particular area.
 - Refine the scale, massing, and details of buildings to a greater degree the closer they are to the public realm and other publicly used spaces.
 - Arrange buildings and vary the massing in a way that defines streetscapes, public spaces, and other valuable active and social spaces on the site.
 - Locate doors and windows in a way that activates spaces, creates connections to important exterior spaces, and promotes economic activity at the interface of buildings and public spaces.
 - Relate buildings to adjacent development by mimicking similar scale, massing and proportions though step-backs and secondary masses that break up larger masses and reduce the volume and perceived size of larger buildings.
 - Use materials and human-scale architectural features to create depth, texture, variation, and visual interest to walls, particularly on larger façades, along streetscapes, or near active open spaces or adjacent lots.
 - Strengthen the identity and economic value of distinct places by reinforcing any prevailing architectural themes or styles; where no prevailing theme or style exists, encourage unique architectural expression and design characteristics inherent in the chosen architectural style for the building to establish distinctive themes and styles.
 - Emphasize the quality and longevity of investments with materials and colors that are attractive, durable, and have low maintenance requirements.

- b. *Building design standards.* The following table provides standards for massing and façade design based on the frontage type and the placement of the building. Subsections following the table provide specific design strategies and techniques to be used in meeting these standards and the design objectives.
- i. *Standards applicable to Planning Areas -A & -B:* Due to the atypical site plan layout, buildings located inside of the area bounded by the loop street and 4th Street rights-of-way, within the Entertainment District (known as the Center ED) are subject to specific Building Design Standards in the chart below. All other buildings located on the outside of the area described above, within the Entertainment District area in Planning Areas -A & -B, shall be subject to Building Design Criteria for either standards of Frontage A or B.
- ii. Arenas or similar large and complex buildings located in the Entertainment District (ED) are exempt from these Building Design Standards.

	Center ED	Frontage A	Frontage B	Frontage C	Frontage D
Front building line	N/A	0'-10'	0'-25'	25'-80'	80'+/-0' (1)
Wall plane limits	200' / 10,000 sf	50'	100'	100'	200'
Blank wall limits	100' / 2,000 sf	15' / 300 sf	30' / 600 sf	50' / 1,000 sf	50' / 1,000 sf
Entry feature spacing (max.)	1 per building	50'	75'	1 per building	1 per building
First story transparency	10-90% (2)	70% min.	50% min.	30% min. within 50' of entrance	25% min. within 25' of entrance
Upper story transparency	15-60%	25% min.	15% min.	15% min.	N/A

1. 0' front building line permitted within PAs -A & -B.
2. Transparency alternatives such as masonry articulation or material changes may be applied.

- c. *Wall plane limits.* Larger building elevations may be broken into smaller components by one or a combination of the following techniques:
- Emphasize structural bays and vertical breaks in interior components of the building at regular intervals,

- With visible features such as columns, pillars, or pilasters, materials changes, or other details and accents that are between six and 48 inches wide, project between four and 24 inches off the façade.
- Differentiate massing with projections, balconies, cantilevers or step-backs from the main mass associated with entrance features, different stories, or secondary masses of the building. Massing shall create deviations in the wall plane of at least two feet if projecting from the façade and at least four feet if recessed from the façade, and encompass at least 20 percent of the entire elevation.
- Horizontal differentiation of a base, body, and top of buildings.
 - For buildings less than three stories, this can be a distinct foundation, a main façade, and an embellished roof structure, such as eaves and fascia for pitched roofs, or cornices and parapets for flat roofs.
 - For buildings three stories or more, the first floor should be clearly differentiated from upper stories to establish the base and an embellished roof structure.
 - Any belt course or trim band establishing the break in base, body and top shall use a material or pattern distinct from the primary material, be six to 36 inches wide, and offset from the wall plane four to 24 inches; or be a lesser trim associated with a material change.
- Blank wall limits.* Building elevation design shall feature interest, variation, depth, and texture. The following techniques or a combination thereof may be utilized:
 - Patterns of windows and doors meeting the transparency requirements.
 - Massing elements
 - Ornamental architectural details complimentary to the materials and architectural style of the building.
 - Color and/or material changes associated with trim or massing elements of the building.
- Primary entrance features.* Primary public entrances shall be clearly defined on all front façades with at least three of the following elements and be located at required intervals:
 - A single-story architectural emphasis such as raised parapets or gables, canopies, porticos, overhangs, pediments, or arches.
 - Transom or sidelight windows that frame and emphasize the entry.
 - Architectural details such as tile work and moldings, columns, pilasters, or other similar material changes.
 - Integral planters or wing walls associated with a recessed or projecting entry court or plaza that integrates landscape and hardscape designs.
 - For corner buildings, any entrance feature located on the corner may count to both sides, and may be considered located at 25 feet from each corner for the purpose of the required primary entry feature intervals.
 - Other architectural elements that further define the entrance as permitted by the director.
- Transparency.* Buildings shall have the required percentage, based on the following:
 - Where expressed as a first story requirement the percentage shall be measured between two feet and eight feet above the sidewalk grade, or within ten feet above the first floor elevation if the building is set back more than ten feet from the street.
 - Where expressed as an upper story requirement, the percentage shall be measured between the floor level and ceiling of each story.
 - All first story windows required shall provide direct views to the building's interior or to a lit display area extending a minimum of three feet behind the window.
 - For industrial and civic buildings set back more than 25 feet from the street, clerestory windows may meet the first or upper story window requirements.
- Materials.* Use building materials with a texture and pattern that creates visual interest and signifies quality construction and detailing.
 - The predominant surfaces on building walls shall be one of the primary materials listed below.
 - With the exception of non-residential uses within Planning Area A, a minimum of 15 percent of the street fronting façade is required to be either brick, stone, or high quality synthetic. This also includes a minimum 4 ft return on any side walls that are adjacent to a street front wall with brick or stone veneer.
 - Synthetic alternatives may be approved by the director if manufacturer specifications and/or precedents for application demonstrate that it will perform equally or better than the principal materials in terms of maintenance, design and aesthetic goals.
 - No more than four materials should be used, including the use of secondary and accent materials.
 - Material changes shall emphasize different elements of the building, in association with the massing and modulation standards.
 - Where material changes are vertical (i.e., different materials stacked one above another), the transition between materials should include a belt course, trim band, sill, cap, frame, roof (if at ceiling height), or similar element to separate the two materials.
 - Where material changes are horizontal (i.e., different materials side by side) the transition between materials should occur at interior corners or at the trim line, architectural column, or pilaster in association with a different structural or massing component of the building.
 - Material colors shall be used to blend buildings into an area, to coordinate elements of a development, and be drawn from the prevalent color schemes in the surrounding area. Primary material colors should be low-reflectance, subtle, neutral or earth tone colors. Monotonous or monochromatic color palettes are strongly discouraged. The use of high-intensity colors, metallic colors, black or fluorescent colors is limited to accent areas.

Primary Materials (50% - 90%)	Secondary Materials (20% - 40%)	Accent Materials (10% - 30%)
- Brick - Stone - Stucco - Slate	- Any of the primary materials - Architectural tiles - Glass - Color concrete - Precast concrete	- Any of the primary or secondary materials - Precast stone - Wood trim
- Exterior insulation and finish system (EIFS) - water managed only - Concrete masonry units (CMU) - colored and textured only - Horizontal wood lap siding (50% limit) - Architectural metals (prefinished non-corrugated) (50% limit) - Standing seam metal (roofs only)		

- h. *Four-sided design.* All buildings shall incorporate four-sided design, so that no matter what view you have of the building, the design is not interrupted and all parts are perceived as a coordinated part of a unified whole. Specifically:
- All sides shall exhibit the same quality, continuity, and durability of design including the same primary and secondary materials, although more important sides can reflect priority in the allocation of these materials.
 - All sides that are visible from streets, public spaces or active portions of adjacent sites shall have a similar level trim, accent material, details, and ornamentation, although the extent and details may be different to reflect the greater importance of certain areas closest to the public realm or with greater visibility, and parts not exposed to the public may be designed for utility.
- i. *Alternative compliance.* Alternative compliance to the building design standards established in this section may be authorized by the director, and/or any of the following additional applicable criteria:
- The requirement is not consistent with the particular architectural style selected for the building based on reputable resources documenting the style.
 - The requirement would make the building less compatible with designs or characteristics of other buildings or sites adjacent to the project or that are prevalent throughout the area.

- The requirement is inconsistent with the principal function of the building when applied to industrial buildings.
 - Deviations from material standards and any simulated products demonstrate a proven performance in terms of maintenance and quality appearance.
 - In any case, the deviation is the minimum necessary to address the circumstance and does not negatively impact other design standards applicable to the building or site.
4. *Lot open space design.* The design of open space can reinforce the character of unique districts and distinct places. Lot open space coordinates unbuilt areas with the public realm design of commercial, mixed-use, and industrial areas or uses landscape areas to mitigate undesirable impacts.
- a. *Design objectives.* If lot open space is provided it shall be designed and located to meet the following design objectives:
- Coordinate site design with the larger open space system and public realm design of the area, as appropriate.
 - Use open space as an organizing element for development, creating focal points for buildings or groups of buildings, and creating transitions between distinct building sites or different places.
 - Design a hierarchy of gateways, gathering places, parks, landscape perimeters, and natural features, integrated with streets, internal access streets, trails, and pedestrian passages.
 - Select open space types based on the context of the areas and natural amenities of the site; in general more compact and formal gathering spaces are most appropriate in walkable commercial and mixed-use areas, and more spacious and natural areas are most appropriate in large commercial or industrial areas.
 - Use landscape, furnishings, fixtures, art, planters, and other elements of common spaces to complement buildings, coordinate buildings and sites within an area, and distinguish the unique character of different places.
 - Preserve natural features and historical drainage patterns that can serve as amenities for development, maintain views to and from important outside spaces, perform ecological functions, or provide important connecting corridors.
- b. *Lot open space design.* Lot open space provided for each building and lot as based on the Maximum Lot Coverage requirements in the Bulk Standards table within this PUD shall create a common or private amenity for the site and building. Buildings and open spaces on a lot shall be arranged to create usable outdoor spaces that meet one or more of the following types:
- Private frontage landscape areas designed as required, excluding any driveways, parking areas, or other automobile space;
 - Courtyards, plazas, patios, or similar outdoor seating areas that are either designed as an extension of the public streetscape on the frontage, or at least 500 square feet and 20 feet in all directions if internal to the site;
 - Common rooftop decks provided they are at least 200 square feet, and at least 12 feet in all directions;
 - Private balconies or patios, provided they are at least six feet by ten feet; or
 - Landscape areas and perimeter treatments designed according to the standards of this PUD. These areas shall be limited to:
 - No more than 25 percent of the requirement for lot open space in mixed-use districts;
 - No more than 50 percent of the requirement for lot open space in commercial districts;
 - No limit in industrial districts; or
 - Adjacency to accessible private or public spaces in instances of Common Open Space Lots. See Lot Typicals.
- c. *Alternative compliance.* Alternative compliance to the lot open space design standards established in this section may be authorized according to the process and criteria in section 24-208 of the Greeley Municipal Code, and any of the following additional applicable criteria:
- The lot and building has access to at least two different active open space on the same block or abutting block, and meeting the design and service area standards of section 24-302 of the Greeley Municipal Code, or the Residential Design Standards of this PUD.
 - Other designs that promote infill development or rehabilitation of existing buildings and sites in a compact, and walkable context.
5. *Exterior lighting.*
- a. *Design objectives.* The following design objectives shall be used in applying the lighting standards in this section:
- Provide sufficient illumination for security and safety needs in specific areas.
 - Ensure lighting does not interfere with the proper and safe function of the rights-of-way, and mitigate any potential negative affects on adjacent property.
 - Protect residential property or other low-intensity uses from unnecessary light impacts from adjacent uses.
 - Maintain adequate lighting for publicly accessible outdoor areas and social spaces.
 - Enable lighting that enhances architectural elements and landscape features, in subtle and attractive ways.
- b. *Location and height.* Exterior lighting shall be located as specified below:

Location	Maximum Height
Within 50' of any residential zoning	• 20'
All other locations - freestanding	• N/A for PAs -A & -B • 30', but no taller than the principal building
Building-mounted	• N/A for PAs -A & -B • 30' or 3' below the eave, parapet or cornice, whichever is less

- c. *Maximum lighting levels.* Maximum lighting levels are provided below. Lighting levels are average maintained horizontal levels, measured using a calibrated, color and cosine-corrected portable light meter and taken at a level position not more than six inches above the ground which the subject light source is on.

Area	Residential Planning Areas	Commercial and Industrial Planning Areas
Building exterior	0.5; (0.0 at property line)	1.0 - 10.0 - PAs -A & -B 1.0 - 5.0 - All other PAs
Walks, pathways	0.5; (0.0 at property line)	1.0 - 2.0
Parking lots	1.0; (0.0 at property line)	0.5 - 2.0
Street or driveway lighting (internal to site)	0.6; (0.0 at property line)	0.5 - 2.0
Loading docks	N/A	30.0 - PAs -A & -B 20.0 - All other PAs
Auto sales (outdoor display)	N/A	30.0 average, 60.0 spot location

Table Note: Information gathered from Illuminating Engineering Society Lighting Handbook. One footcandle is equal to 1 lumen uniformly distributed over an area of 1 square foot.

- d. *General standards.* All lighting shall be subject to the following design and performance standards:
- No lighting shall be used in any way which could interfere with the safe movement of vehicles on public streets, including:
 - Any fixed lighting that is not designed for street illumination that produces light which could interfere with the operation of a vehicle;
 - Any lighting which could be confused with any type of traffic control device, emergency or warning signals; or

- Any lighting that blinks, flashes, flickers or changes intensity with the exception of temporary holiday displays or electronic messaging or video boards.
- No light spillage or glare shall be visible at or beyond the property line of the development. Lighting shall be provided at sidewalks or pathways, common areas or facilities, primary building entrances and in parking areas. All outside lighting shall include fixtures with a dimming interface. This standard does not apply to uses within PAs -A & -B.
 - For PAs C – I, outdoor lighting shall be LED (light emitting diode) "Dark Sky" compliant, per the International Dark Sky Association requirements for reducing light pollution and minimizing glare. This standard shall not apply to PAs -A & -B. The use of low pressure sodium light fixtures shall be prohibited in the city.
 - The style and materials of light standards and fixtures shall be compatible with the architectural character and materials of buildings on the site, and building-mounted lights are encouraged to use ornamental lights rather than wall pack fixtures.
 - All lights, except those within PAs -A & -B, shall be directed downward and the light source shall be shielded to direct light away from and not visible from any adjacent property. Lighting within PAs -A & -B shall follow these standards to the extent feasible.
 - An exception for accent and flagpole lighting may be permitted for upward lights as long as the light source is shielded and not visible from any adjacent property.
 - Wall lights shall be full cutoff fixtures, with flat lenses, and mounted so the lights are directed downward and the light source shall not go beyond the property line.
 - Fixtures installed under canopies, awnings, and overhangs shall be fully recessed.
 - Except within PAs -A & -B, no activity shall be conducted within 500 feet of a residential zone which creates glare exceeding 0.0 footcandle at the property line, except for parking lots, neighborhood recreation and service facilities and streets, which may be illuminated at levels up to 1.0 footcandle.
 - All parking lot lighting fixtures and exterior building floodlights, except those required for security purposes, shall be extinguished within one hour after the end of business hours and remain extinguished until one hour prior to the beginning of business hours. If a portion of a parking lot is offered for use after dark, only that portion shall be lighted.
 - Lighting within parking structures shall be designed to provide safety and security and be integrated into the architectural character of the structure.
 - Solar-powered lighting fixtures are acceptable in all Planning Areas of Cascadia.
 - In addition to all other standards lighting of all outdoor recreational facilities except baseball, softball, soccer, volleyball or football fields; driving ranges; outdoor arenas and amphitheaters shall meet the following:
 - All lighting or illumination units or sources shall be hooded or shielded and directed downward so that they are not visible from any adjacent lot or property; and
 - Lights or illuminating units shall not allow light either directly or through a reflecting device to spill upon any adjacent real property.
 - In addition to all other standards, baseball, softball, soccer, volleyball or football fields; driving ranges; or other field recreation facilities shall meet the following:
 - Light fixture or illumination source shall not exceed 90 feet high.
 - Individual lighting of 150 watts or greater shall not be used after 11:00 p.m., or within one hour after the event, whichever is later. Exceptions to this section may be granted by the director.

LANDSCAPE STANDARDS

The following standards shall replace Chapter 8. Landscape Standards of the Greeley Municipal code, except as otherwise noted.

- Applicability.* The standards of this section shall apply to all new development as follows:
 - Minor development.* Minor development shall meet the landscape standards to the extent of any work or improvement on the site, however, are not required to upgrade landscape areas or nonconformances where no work is being done. Minor development includes:
 - Expansion by five percent to 25 percent of an existing multi-family or nonresidential building footprint or associated impervious surface;
 - Detached house or multi-unit house projects involving five or fewer new buildings
 - Major development.* Major development shall require full compliance with all standards of this section for the entire site, any public streets and frontages, and any common areas. Major development includes:
 - Any new nonresidential or multi-family building;
 - Expansion of more than 25 percent of any existing nonresidential or multi-family building footprint or associated impervious surface;
 - Any detached house or multi-unit house project involving more than five new buildings.For major development, the intent is to bring the site into full compliance with these standards, except that the director may prorate the requirements to the extent of new development on the site where full compliance is not possible or practical.
- Landscape plan.* Construction or development of a site shall not be undertaken until a landscape plan has been approved by the director.
 - The landscape plan shall be designed in conjunction with the drainage plan for the subject property in such a manner as to maximize stormwater runoff absorption.
 - Landscape plans shall be prepared and stamped by a Colorado registered landscape architect unless waived by the director or the director's designee.
 - For phased development, a proportionate share of landscaping acceptable to the city, as outlined in an approved subdivision improvement agreement, development agreement or this PUD, shall be installed and maintained with each phase based on the size of the proposed phase. Development permit applications may be processed concurrently with building construction so long as any permit application is complete; the requirements of this PUD and Greeley Code, as applicable, are met; approvals from all relevant city departments have been received; and the fee developer/builder accepts potential liability for concurrent construction.
- Inspection and approval.* Installation of approved landscape plans shall occur in the following manner:
 - Minor development shall require an inspection by the city prior to a certificate of occupancy. If not previously installed, all required on-lot and rights-of-way landscaping for detached houses and multi-unit houses shall be installed within one year of the issuance of the certificate of occupancy.
 - Major development shall require a letter of substantial completion of the landscape plan, stamped by a landscape architect or certified irrigation auditor, and city inspection within one year of certificate of occupancy, or as otherwise approved in the subdivision improvement agreement, development agreement, or this PUD.
 - If weather prevents the required landscaping from being installed, collateral in the form of a financial security agreement, acceptable to the city, in the amount of 125 percent of the cost of materials and installation is to be provided to the city and approved prior to issuance of the certificate of occupancy.

Landscape design.

- Design objectives.* Landscape plans shall meet the following design objectives, as appropriate:
 - Frame important streets and emphasize gateways with street trees, landscape massing, and other vertical elements.
 - Promote stormwater management and prevent erosion through natural landscape elements and site features that intercept precipitation, filter, infiltrate, store, and convey runoff.
 - Encourage the use of bioretention facilities or other creative landscape and stormwater designs that use vegetation and natural processes to improve the quality of stormwater prior to discharge or infiltration into the ground.
 - Create focal points, gathering places, and pathways that enhance the comfort, interest and movement of pedestrians.
 - Improve resource and energy efficiency with landscape arrangements that consider wind blocks, strategic shading, heat gain, water usage, slope and drainage patterns, and other elements inherent to the site.

Cascadia Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
Project Number: PUD2025-0003

- f. Encourage the protection and preservation of healthy plants that can meet the current and future needs of the site through development.
2. *Planting requirements.* The required plants shall be based on different elements of the site according to the following:

Site Element	Trees	Evergreen Trees	Shrubs
Streetscape. The landscape area in the right-of-way or along the lot line immediately abutting the right-of-way	1 shade tree per 35' of lot frontage	N/A	N/A
	Rights-of-way with constrained planting areas (including due to utility placement) may substitute 1 ornamental tree per 25' in place of the shade tree requirement.		
Frontage and Foundation. The area between the building line and right-of-way along a street, including sides of corner lots, used to create transitions to the streetscape and to provide accents and soften larger expanses of buildings. This does not apply where a building is directly adjacent to parking areas.	1 shade tree per residential lot or per 50' of nonresidential or multi-family lot frontage, if buildings are set back more than 20' (0' to 20' = no requirement)	Evergreen trees may be substituted for shade trees at a rate of 1 for 1 for up to 50% of the requirement.	4 shrubs per 25' of building foundation. 3 ornamental grasses or large perennials may be substituted for each shrub up to 50% of the requirement.
	Corner lots shall meet this requirement on street side lot lines at a rate of 50% of the frontage & foundation requirement. Ornamental trees may be substituted for shade trees at a rate of 1 for 1 if buildings are set back less than 25', or at a rate of 2 for 1 if buildings are set back 25' or more.	Seasonal planting beds or pots associated with the streetscape and entrance may substitute for any building located closer than 10' to the front lot line.	
Parking. Areas on the exterior edge or interior of parking where plants are used to soften the appearance, mitigate heat gain, and infiltrate stormwater	1 shade tree per 5 parking spaces	Evergreen trees may be substituted for shade trees at a rate of 2 for 1, for up to 50% of the parking lot requirement.	4 shrubs per 25' of parking lot exterior edge. 8 shrubs per 25' for any exterior edge within 20' of the right-of-way or a sidewalk.
	Ornamental trees may be substituted for shade trees at a rate of 2 for 1 for up to 50% of the requirement.		3 ornamental grasses or large perennials may be substituted for each shrub up to 50% of the requirement.
Other. All other unbuilt or unpaved areas of a site	All other unbuilt or unpaved areas of a site shall require ground cover, perennials, grasses, rock, mulch, or other natural and permeable surfaces. Up to 50% of any landscape area may consist of inorganic (non-living) decorative material such as river rock, colored pea gravel, boulders, pavers, or similar natural material, provided it is designed and arranged in a way that can infiltrate runoff through associated planting areas. Artificial turf is only acceptable as ground cover for areas not visible from public rights-of-way and streets, as well as active spaces (sports fields, putting greens, and other similar amenities) and may be subject to other engineering specifications subject to grading or drainage plans. Native grass or native grass seed shall be planted in detention and retention ponds and areas not highly trafficked by pedestrian activity.		

3. *Credits for existing vegetation.* Preservation of existing landscape material that is healthy and a desirable species may count towards these requirements, provided measures are taken to ensure the survival of the vegetation through construction, and all other location and design standards are met.
- a. Landscape plans shall provide an inventory of all existing trees or significant woody vegetation including size, health, species, and any trees proposed to be removed.
- b. Existing landscape credits shall only count towards the portion of the site where it is located. For example, an existing tree may only count towards the required planting for parking lots if it remains in the parking lot in the final design.
- c. Credits shall be on a one for one basis provided existing trees shall be at least three-inch caliper to count. The director may approve landscape material that is more than three times the size specified for new plants on a two for one basis, or may approve plants of exceptional quality due to species, location, maturity, and health on a three for one basis.
- d. Trees or other existing landscape that contributes to the standard shall be identified on a landscape plan and protected by a construction fence installed for the entirety of construction around the tree protection zone (TPZ). The TPZ shall be based on ANSI A300 Standards and Best Practices but be at least 15 feet from the trunk of any tree and to the extent of the drip line in all cases. Tree wells or retaining walls may be necessary to protect existing plants.
4. *Design and location.* The plants required by the table above shall be arranged and designed on a particular site in a way that best achieves the intent and design objectives of these standards, considering the specific context, street frontage, property adjacencies, and other elements proposed on the site. Required plantings shall be planted in the following specific locations and open spaces on the lot, where landscaping requirements cannot be met within the lot or building envelope, the landscaping requirements may be met within adjacent common areas owned and maintained by an HOA or Metro District surrounding the lot or building envelope, as long as the intent of this section is met which will be determined at the time of development application(s). See *Common Open Space Lot Typical* within this PUD for example scenario.
- a. *Residential Parkway Consistency* – Being a key community element for consistency across Cascadia, all residential parkways shall be designed and approved with the subdivision or site plan process. Once residential parkway design solutions are approved by the city, all residential parkways must be constructed in accordance with the approved plans. Any future proposed changes to the residential parkway designs will not be approved by the city, unless requested by the original subdivision and/or site plan applicant (or assigns).
- b. *Streetscape trees.* Streetscape trees shall be located in line with other trees along the block, to the extent feasible and if appropriate to support the intended design character, to create a rhythm along the streetscape and enclosure of the tree canopy. In the absence of a clearly established line along the block, trees may be planted in the following locations where applicable and in order of priority:
- i. On center in the parkway where at least six feet of landscape area exists;
- ii. Five to ten feet from the back of curb where no sidewalk exists or five feet from the sidewalk where sidewalks are attached and no parkway exists; or
- iii. Within the first five feet of the front lot line where any constraints on the lot or in the right-of-way would prevent other preferred locations.
- iv. Ornamental trees may be substituted for street trees only in situations where no other alternative is available due to constraints of the site and right-of-way conditions.
- v. Trees shall maintain a clearance of at least eight feet above any sidewalk and at least 14 feet above any street or similar vehicle access way.
- vi. Shrubs or perennials planted in the parkway shall have no height restrictions unless in areas impacted by sight distance limits, in which they shall be limited to 36 inches.
- vii. For parkways and amenity zones less than seven feet wide, tree planting specifications and design standards shall be determined as part of future development application(s), as appropriate, as part of mutual agreements between the City and the Developer.
- c. *Frontage and foundation plantings.* Frontage and foundation plantings shall be located in open spaces between the building and the right-of-way or in planting beds associated with any hardscape design along the building frontage.

- i. Where the building setback requires additional shade trees per the table above, they shall be coordinated with the streetscape planting locations and located at least 20 feet from any streetscape tree.
- ii. Shrubs and other plantings shall be located within ten feet of the foundation, or abutting any sidewalk or hardscape areas along the foundation.
- iii. Where planting beds are used within hardscape around a foundation, they should be at least six feet deep, at least 80 square feet, and concentrated along at least 50 percent of the building frontage.
- iv. Use larger and vertical landscape elements to frame entrances, anchor the corners of buildings, or break up and soften larger building expanses. Ornamental and evergreen trees shall be located within 20 feet from the building to support this design objective.
- d. *Parking lot landscape.* Parking lot landscape requirements shall be planted along the exterior edge and landscape islands planned and designed according per the Access and Parking standards found within this PUD. These provisions do not apply when parking areas with hard permeable surfaces, or other surfaces approved by the director, are developed, as permitted within PA-A.
- i. There shall be at least one shade tree per 35 feet of parking lot exterior edge, or one ornamental tree per 25 feet of exterior edge.
- ii. There shall be at least one shade tree or two ornamental trees per 325 square feet of parking lot islands or other internal landscape areas.
- iii. Shrubs shall be located to define parking lot edges, screen parking from adjacent sites, or create low barriers along sidewalks and streetscapes. The required shrubs may be reduced by 50 percent when used in combination with a decorative fence or wall between 30 and 42 inches tall that complements the architecture of the building or other hardscape features of the site.
- e. *Visibility at intersections.* All landscape materials, screens, or buffers shall be located and designed to maintain proper line of sight at all intersections of streets, alleys, driveways, and internal access streets as required.
- f. *Specific applicability.* Where landscape standards for different conditions or elements of a site overlap, effective site and landscape design may enable the space and plants to count toward more than one requirement. Approval shall be based on the greater requirement applicable to that area, and subject to the director determining that the intent and design objectives of this section are achieved.
- g. *Utility line clearance zones.*
- i. Landscaping shall not obstruct or grow into fire hydrants, water meter pits, public traffic signs, sidewalks, or utility boxes except to comply with the requirement to screen mechanical equipment.
- ii. No plant material with mature growth greater than 15 feet in height shall be planted within potable water, sanitary, or non-potable irrigation easements.
- iii. No shrubs shall be planted within five feet or trees within ten feet of potable and non-potable water meters, fire hydrants, sanitary sewer manholes, or potable water, sanitary sewer, and non-potable irrigation mains and services.
- iv. Trees or shrubs may encroach into the utility clearance zone but shall never touch or bump into overhead phone or utility lines when the landscape material has fully matured. Shorter ornamental trees with a maximum height of 20 feet are typically acceptable but shall follow service provider guidelines.
- v. Placement of landscape materials that are determined to produce pollutants that may negatively affect the quality of stormwater runoff shall not be permitted near drainage, stormwater detention, or 100-year floodplain areas.
5. *Alternative compliance.* Alternative compliance to the landscape design standards in this section may be authorized according to the process and criteria in the Greeley Municipal Code section 24-208, and the following additional criteria:
- a. Properties that include large monumentation, artwork, architectural landscape, or other similar civic spaces, and that locate them in a manner that reduces the impact or perceived extent of surface parking, may request up to 25 percent reduction in parking lot or frontage and foundation landscape requirements.
- b. Parking lots that include bio-retention areas greater than 1,000 square feet, or that otherwise use design strategies that cleanse and infiltrate parking lot runoff may request up to 25 percent reduction in parking lot landscape requirements.
- c. To allow for future phasing, landscaping requirements for parking lots within PA-A may be evaluated at the time of site plan with approval by the director.

Perimeter landscape and screening.

1. *Design objectives.* Intense land uses or site elements shall use perimeter landscape to transition or separate from streetscapes and adjacent property according to the following design objectives:
- a. Areas of parking or circulation near streets or property lines require physical barriers or landscape transitions to reduce impacts of surface parking areas and provide low-level headlight screening.
- b. Areas that transition to different uses or building scale require landscape areas to soften transitions or screen and buffer potentially incompatible transitions with a combination of dense vegetation or fences and walls compatible with the buildings on the site.
- c. Service and utility areas of buildings and sites shall be screened with architectural features, fences, or landscape materials to limit visibility or noise from adjacent property or streetscapes.
- d. Berms, vertical landscape elements, dense plantings, or other grade or spatial changes shall be used to alter views, subdue sound, mitigate lighting, and change the sense of proximity of high-intensity elements of a site or building in relation to adjacent property and public rights-of-way.
- e. Create landscape clusters that soften long expanses of building walls, fences, surface parking, or other similar areas.
- f. Address layers of screens, including shade trees (high layer — 30'+); evergreen or ornamental trees (mid-layer — 6' to 30'); and shrubs, annuals and perennials, and ground cover (low layer — under 6'), in a way that most directly mitigates the potential impacts and adjacencies.
2. *Perimeter planting.* The planting requirements in the following table shall be used to create transitions or to buffer and screen more intense uses or elements of a site, according to the design objectives of this section. The perimeter width exists independent of and may include any setback, parking edge or other open space requirements, and whichever width is greater and whichever planting requirement is greater for each type of plan will control.

Perimeter Type & Application	Width	Plant Requirement (per 100 linear feet)		
		Trees	Evergreen	Shrubs
Type I - Applied where any parking is within 20' of the right-of-way or along a public sidewalk (parking areas with hard permeable surfaces, or other surfaces approved by the director, excluded from this requirement)	5'	3	N/A	32
Type II - Applied to: Medium to low and high to medium land use transitions Perimeter of residential projects along collector streets; or perimeter of commercial and industrial projects along collector or arterial streets	10'	2	N/A	16
Type III - Applied to: Very high to high land use transitions Perimeter of residential projects on arterial streets; or perimeter of commercial or industrial projects along highways, expressways, or freeways (includes frontage along Highway 34 adjacent to PAs -A & -B)	15'	2	2	16
Type IV - Applied to: High to low and very high to medium land use transitions	20'	3	3	24
Type V - Applied to perimeter of residential projects along highways, expressways, or freeways	30'	3	3	36
Design Details & Alternatives	- To support compatibility between the mix of uses in Cascadia, the buffering and screening standards shall apply in areas where land uses are potentially less compatible. These standards do not apply to compatibly designed vertical mixed-use and horizontal mixed-use. Final applicable perimeter standards shall be determined at time of development. - Shrub amounts may be reduced by 50% along ROW where a property fronts on the street; or be designed according to the building frontage standards in this PUD. All landscape requirements may be reduced by 25% if used in combinations with decorative walls and fences meeting applicable fence berm standards found herein.			

3. *Perimeter locations.* Perimeter landscape required shall generally be located based on the land use intensity and detailed within the Perimeter Application table. Perimeter landscape shall be required on lots of the more intense level of development. However, perimeter landscape may be required on lots of lower intensity in association with the platting process when located near existing higher-intensity uses.

Intensity	Land Use
Low-intensity use	<i>Residential:</i> detached house, row house, and two-family dwellings <i>Institutions:</i> churches, schools, public facilities including recreation fields, community swimming pools and similar facilities <i>Commercial:</i> offices, day care, and similar non-retail services 2 stories or less
Medium-intensity use	<i>Residential:</i> multi-family <i>Commercial:</i> neighborhood retail (under 3,000 sf) or office uses (3 stories or more); neighborhood service uses (non-drive-up service), or similar uses that typically do not operate between 10:00 p.m. and 7:00 a.m.
High-intensity use	<i>Commercial:</i> general commercial uses that may be larger scale (over 3,000 sf), higher intensity (repair shops, gas stations, or drive-up services), or similar uses that typically operate beyond 10:00 p.m. <i>Industrial:</i> light manufacturing and research facilities - Any other commercial or industrial use under 3,000 sf of gross floor area
Very high-intensity use	<i>Commercial:</i> commercial uses with outside sales or storage; outside commercial recreation; vehicle or heavy equipment sales and storage <i>Industrial:</i> heavy industrial and manufacturing uses - Other commercial or industrial properties typically greater than 20,000 sf gross floor area
Oil & gas	Reductions to perimeter landscape requirements for oil and gas sites located in non-urbanized areas may be approved by the director on a case-by-case basis, considering the context of the site and long-term anticipated development patterns in the area

4. *General screening.* All of the following shall be screened from rights-of-way and adjacent property by placement of buildings or open space, dense evergreen vegetation, a decorative solid fence or wall complementing the architectural details and materials of the building, or a combination of these screening strategies. Where the design of the building, frontages, open space, buffers, and other site requirements do not adequately screen these elements, the director may require additional planting to achieve the design objectives of this section.
- a. Electrical and mechanical equipment such as transformers, air conditioners, or communication equipment and antennas whether ground-, wall- or roof-mounted.
- b. Permanent or temporary outdoor storage areas.
- c. Trash enclosures.
- d. Utility stations or fixtures.
- e. Delivery and vehicle service bays, except that bays do not need to be screened from adjacent property with the same or more intense zoning.
- f. Large blank walls visible from public streets, public or common areas or other sensitive boundaries in association with the buffer standards.
- g. Nonresidential parking lots, or multi-family parking lots over ten spaces, adjacent to residential lots.
5. *Alternative compliance.* Alternative compliance to the perimeter landscape standards in this section may be authorized according to the process and criteria in section 24-208 of the Greeley Municipal Code, and the following additional criteria:
- a. Projects with vegetative water quality ponds, bioswales, or prominent native or xeric landscape designs that lead to better water resource management and improved water quality may request up to a 25 percent reduction in the landscape materials.
- b. Projects that incorporate improved civic spaces and streetscapes beyond those required by the subdivision standards or development standards, and which provide active gathering places on the site with seating, public art, or other enhanced architectural landscape and amenities, may request up to a 25 percent reduction in the perimeter landscape standards.
- c. Projects that retain significant amounts of existing trees, plant or animal habitat, or other natural areas, and which result in improved aesthetic or environmental performance, may request up to a 25 percent reduction in the perimeter landscape standards.
- d. Areas where a compatible mix and relationship of different land uses is better achieved through the enhanced design of buildings, streetscapes, and civic spaces, and where it results in a compact, walkable pattern may request a waiver of the perimeter standards.

Plant specifications.

1. *Design objectives.* The plant specifications have the following design objectives:

- a. Ensure the longevity and survival of landscape investments with proper species, location, installation, and maintenance of plants.
- b. Promote regionally appropriate strategies, including limiting the risk of disease or infestation through diversity of urban forest materials on an area- or city-wide basis.
- c. Establish minimum standards that balance immediate conditions with reasonable long-term growth and performance of landscape plans.
- d. Require water-efficient strategies in terms of the water needs of landscape plans, and the continued operations and maintenance of sites.
2. *Species.* All trees and shrubs shall be selected and planted according to Greeley's official landscape manual. In addition to any species on these lists, alternatives may be proposed and approved as part of the site plan provided they:
- a. Are documented by a landscape architect or other credible information comparable in type and performance to any species on this list;
- b. Are adaptable to the climate of the front range region and the specific conditions in which they are proposed; and
- c. Are not invasive or otherwise problematic to the overall health of the landscape.
3. *Plant specifications.* All landscape materials shall be healthy at the time of planting and be selected for their native characteristic or survival in the climate for the front range region. Species, specifications installation, and maintenance shall otherwise be according to American National Standards Institute (ANSI) standards. Plants shall meet the following specifications at planting:

Type	Specification
Tree (large, shade)	2" DBH; mature height of 30'+
Ornamental tree	1.5" DBH; 8' to 10' minimum planting height for multi-stemmed; mature height 15'-25'
Evergreen tree	6' minimum planting height; mature height of 10'+; evergreens with mature heights of 20' or more may be classified as large trees
Shrub	Volume #5 (ANSI Standards)
Perennials	Volume #1 (ANSI Standards); Volume #2 (ANSI Standards) if substitution for shrubs
Ground cover	Areas designed for vegetative cover shall have 50% ground cover at the time of planting and full coverage within 2 growing seasons
General	Plants used for screening and buffers shall achieve the required opacity and function in its winter seasonal conditions within 2 years following planting

4. *Xeric guidelines.* Projects that incorporate xeric planting design in streetscapes, outlots, and common open space areas, may request a raw water reduction subject to review and approval by the water and sewer department. Landscape plans are recommended to conserve water with landscape materials and design techniques using the following xeric principles:
- a. Reduce water demand by grouping plants with similar water requirements together. Water-efficient, drought-tolerant, pollinator gardens and xeric landscaping are encouraged to be planted together to promote water conservation.
- b. Limit high-irrigation turf and plantings to appropriate high-use areas with high visibility and functional needs, and use water-efficient or drought-tolerant grasses.
- c. Use drought-tolerant plants suitable to the region, with low watering and pruning requirements.
- d. Incorporate soil amendments and use of organic mulches that reduce water loss and limit erosion. All plant areas shall install soil amendments as required by the water and sewer department's adopted criteria.
- e. Install efficient automatic irrigation systems that incorporate water conservation measures, including spray heads for ground cover, drip irrigation for shrubs and trees, and high-efficiency or precision nozzles. Provide regular and attentive maintenance to ensure irrigation systems are functioning properly.
- f. Alternative sources of irrigation for all landscape areas is encouraged.
5. *Installation and maintenance.* All landscape plans shall include installation specifications, method of maintenance including a watering system and statement of maintenance methods.
- a. The metro district or property owner shall be responsible for maintaining all on-lot plantings, right-of-way landscaping, or other landscaping in common areas.
- b. All elements of an approved landscape plan including plant materials shall be considered elements of the project in the same manner as parking, buildings or other details.
- c. Prior to the installation of turf-grass and/or other plant materials in areas that have been compacted or disturbed by construction activity, such areas shall follow soil amendment procedures pursuant to title 20 of the Greeley Municipal Code and the water and sewer lawn installation specifications.
- d. Installed landscape material may be inspected periodically throughout the life of a development.
- e. Plant material that fails to grow within a three-year period from the certificate of occupancy or which exhibits evidence of insect pests, disease, and/or damage shall be appropriately treated, and any plant in danger of dying is considered a violation of the site plan approval. The director may order that the plants be removed and replaced, or otherwise enforce this as a violation of this section.
6. *Berms.* Where earthen berms are used as part of the buffer or screen requirements, they shall meet the following specifications:
- a. Berms shall have a slope not exceeding a horizontal to vertical ratio of no less than 3:1 ratio to no greater than a 4:1 ratio for turf-grass mowing, and must have a crown width of at least two feet.
- b. All berms, regardless of size, shall be stabilized with grasses, especially at the crown.
- c. Berms proposed to be placed along street rights-of-way shall be designed and constructed to provide adequate sight distances at intersections and shall not impair the safe operation of vehicles.
7. *Stormwater treatment.* Landscape amenities that incorporate stormwater treatment are recommended. Techniques such as bioswales, water quality ponds, and rain gardens should be used to infiltrate runoff from parking lots, streets, civic spaces, and other impervious surfaces. Native grass or native grass seed shall be planted in detention and retention ponds and areas not highly trafficked by pedestrian activity. Landscape areas that are part of the stormwater system shall adhere to the storm drainage design criteria and construction specifications and the City of Greeley Urban Design Criteria Manual.
8. *Irrigation systems.* All major and minor development shall have an automatic irrigation system for all landscape areas, meeting the requirements of the storm drainage design criteria and construction specifications, and including the following:
- a. Irrigation systems for major development shall require review and approval by the water and sewer department.
- b. Irrigation systems shall be designed and maintained to minimize overspray and runoff onto adjacent impervious surfaces, such as roadways, sidewalks, and parking lots.
- c. Trees, shrubs, and plantings in bed areas, such as landscape islands, shall be designed to group plants with similar water requirements and be irrigated by drip, bubbler systems, low volume spray heads and/or subsurface irrigation systems.
- d. A temporary irrigation system is only allowed where native grass has been installed on an undeveloped lot or part of a developed lot, an outlot, retention or detention pond, or areas in a development where long-term native grass are to be established. Plants shall be established within three to four growing seasons and shall comply with the re-vegetation standards as provided in the storm drainage design criteria and construction specifications. After native grass is established, the temporary irrigation must be removed within three months after establishment is complete.
- e. An irrigation audit shall be required following the installation of the irrigation system.
- f. The director may waive the requirement for irrigation systems for minor development or to facilitate infill development or redevelopment of existing sites without irrigation.
- g. Areas landscaped for the grazing, stabling, or holding of animals are not required to have permanent irrigation.

DATE:

01 Sub: 7/11/25

02 Sub: 7/25/25

03 Sub: 8/8/25

04 Sub: 8/18/25

SHEET TITLE:

Design Standards

Cascadia Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
Project Number: PUD2025-0003

9. **Alternative compliance.** Alternative compliance to the plant specification standards in this section may be authorized according to the process and criteria in section 24-208 of the Greeley Municipal Code, and the following alternative criteria:
- Projects with vegetative water quality ponds, bioswales, or prominent native or xeric landscape designs that will lead to better water resource management and improved water quality may request equal or better alternates to the specifications in this section.
 - Projects that include plantings with demonstrated superior survival rates in the front range climate, or which have reduced maintenance may request equal or better alternates to the specifications in this section.

SIGN STANDARDS

Intent and applicability.

The following standards shall replace Chapter 9. Sign Standards of the Greeley Municipal code, except as otherwise noted. Any signage shown within this PUD is for illustrative purposes only.

As noted in the General Provisions #2 of the PUD, given the magnitude of the development within the property associated with this PUD and the timeline it will take to develop, it is essential that the Sign Standards be approved with the understanding of inherent flexibility. In granting approval, the City shall allow variations for the purposes of establishing the sign standards. These variations will be granted through an administrative process and approved by the director. Sign design and details shall be covered under separate Planned Sign Programs (PSPs) submitted for city review and approval. A PSP for signs within Planning Area A shall be approved prior to or concurrent with approval of the first site plan within Planning Area A. A PSP for signs within Planning Areas B-I shall be approved prior to or concurrent with approval of the first site plan within any of those Planning Areas.

- Applicability.**
 - Permits.** All signs, including the replacement, repair, or major alteration of a sign, require a permit prior to installation unless specifically exempted by this PUD. Community development department staff shall review sign applications for consistency with this PUD, and the building official shall be responsible for issuing sign permits.
 - Change of copy.** Once a structure receives legally conforming status from the city, the sign copy may thereafter be changed without a permit. All other copy changes, such as painted signs or channel lettering, shall require a sign permit. Where a sign frame or structure has been approved as a changeable copy sign, subsequent changes of copy only shall not require a permit.
 - Interpretation.** This chapter is not intended to and does not restrict speech on the basis of its content, viewpoint, or message. No part of this chapter shall be construed to favor commercial speech over noncommercial speech. Messages may be changed without the need for any approval or permit, provided that the size and structure of the sign are not altered. To the extent any provision of this chapter is ambiguous, the provision shall be interpreted not to regulate on the basis of the content of the message.
 - Abandoned signs.** Abandoned signs must be removed or covered upon determination of their abandonment. At the time that either a portion or all of a sign, sign frame, sign components, or sign supporting structure are no longer in use for a period of 90 consecutive days, the sign frame, sign components, or sign supporting structure shall be brought into conformance by removal or the placement of a new permitted conforming sign, components and structure.

Exempt signs.

The following signs are exempt from the sign permit process provided the sign meets all other applicable requirements and any other applicable building and electrical code. Unless specifically noted, exempt signs do not count towards the sign allowance specified for Planning Areas.

Any sign beyond the limits of this section shall require a permit and be subject to other general sign limits and standards.

- Required signs.**
- Temporary signs.** Temporary signs associated with approved temporary uses, provided that the schedule for display and removal of the signs is set out in the temporary use permit.
- Construction site sign.** Up to three site signs per street frontage are allowed as follows:
 - Construction site signs for all residentially developed properties shall not exceed seven square feet of sign area per face and five feet in height. Properties greater than 2½ acres are allowed up to one 32-square-foot sign;
 - Construction site signs on nonresidential zoned properties with less than 200 feet of lot frontage shall not exceed 24 square feet of sign area per face and eight feet in height;
 - Construction site signs on nonresidential zoned properties greater than 200 feet and less than 500 feet of frontage shall not exceed 32 square feet of sign area per face and eight feet in height;
 - Construction site signs on nonresidential zoned properties with greater than 500 feet of frontage shall not exceed 64 square feet per sign face and ten feet in height; and
 - The sign may be displayed no more than 45 calendar days before and 45 calendar days after the completion of construction.
- Cornerstone sign.** A cornerstone may be up to a total of four square feet in size.
- Directional on-premises sign.** A property may have any number of directional on-premises signs sufficient to safely direct customers to key locations.

Planning Area	Maximum Area per Sign
PAs -A, -B, -H, & -I	250 sf per sign
PAs -C, -D, -E, -F, & -G	150 sf per sign

- Yard and site signs.** Yard signs and site signs are allowed in all Planning Areas of the Cascadia PUD and are subject to the following provisions:
 - The total cumulative sign area allowed for yard signs is as follows:

Lot Size	Less than 1/4 acre	Over 1/4 acre to 1 acre	Over 1 acre to 3 acres	Over 3 acre to 5 acres	Over 5 acres
Sign allowance (cumulative square feet)	64 sf	128 sf	192 sf	224 sf	256 sf
 - No individual sign shall have a sign area that exceeds 32 sf.
 - Yard signs and site signs may be located on a property only with the consent of the property owner, authorized property manager, or legal tenant.
 - In no event shall a yard sign or site sign be posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard. If any yard sign exceeds six square feet, it is counted towards any applicable standards of Construction Site Signs.
- Flag.** Flags are allowed which do not exceed a maximum size of 150 sf in size per flag. A total of 300 sf flag area is allowed per property.
 - No part of any flag when fully extended shall protrude over any public right-of-way or property line in any direction.
 - The freestanding maximum mounting height of flags shall be equal to or less than the maximum building height allowed in the Planning Area in which the flag is located or ten feet above the height of the principal structure on the premises, whichever is less.
 - The flagpole for any individual flag over 100 sf must be set back at least equal to the flagpole height from the property line.
- Holiday decoration.** Temporary decorations, lighting, or displays which are clearly incidental to and customarily and commonly associated with any national, state, local, religious, or commonly celebrated holiday shall be displayed not more than 60 days prior to the holiday and no more than 30 days after the holiday. The decorations may be of any type, number, size, location, illumination, or animation if the decorations are located so as not to conflict with traffic regulatory devices or create a traffic hazard.
- Incidental sign.** The combination of incidental signs shall not exceed 2 square feet in sign area per building

- entrance.
- Interior signs.** Signs within a building, or other signs interior to a development and not legible beyond the boundaries of the property on which they are located, and which are not intended to attract off-site attention, shall not be counted for the purpose of zoning regulations toward sign calculations.
 - Portable sign.** One portable sign is allowed per storefront if it can meet all of the following conditions:
 - Is located within 20 feet of the principal public entrance to the tenant or occupant that displays the sign;
 - Is no larger than six square feet per face and no greater than 48 inches in height;
 - Is located outside of clear vision zones identified in the Greeley Municipal Code;
 - Is in place only during hours of operation;
 - Is not posted or displayed in a manner or location that limits sight visibility to the traveling public or in such a way that creates a vehicular or pedestrian traffic obstruction or hazard;
 - Two immediately adjacent tenants or occupants may share a single sign, not to exceed the standards listed above; and
 - Any portion of a portable sign located within the public right-of-way must be authorized by a right-of-way revocable sign permit from the city.
 - Public sign.** Public signs may be of any type, number, area, height above grade, location, illumination, or animation required by the law, statute, or ordinance under which the signs are erected. Public signs, government signs, and signs on public bus benches and/or shelters in the right-of-way shall not be subject to a right-of-way revocable sign permit. Signs on governmental property outside of the right-of-way shall require a right-of-way revocable sign permit.
 - Subdivision or multi-family entry signs.** Detached wall signs or monument signs that are located within 40 feet of a street intersection that provides entry into a subdivision or multi-family complex, provided that they are no greater than 20 square feet in sign area, including all sign faces, and not greater than six feet in height. Two residential complex identification signs are allowed per intersection.
 - Vehicle signs.** It shall not be a violation of this chapter if the vehicle to which a sign is mounted, painted, or otherwise affixed is used for travel between home and work or is temporarily parked away from the business premises while being used to provide the business' services or products, or as personal transportation for the vehicle operator. A parked vehicle that contains or displays signs is allowed when:
 - The sign does not extend more than one foot above the roofline of the vehicle;
 - The vehicle is not illuminated or does not have flashing signs;
 - The vehicle is licensed and operable; and
 - The vehicle is in use or legally parked.
 - Wind-driven devices.** The following devices, which are designed to move with wind or forced air, are allowed as follows, provided that signs are not affixed to the device. Wind-drive devices may be displayed for no longer than 45 days. No more than 3 wind-driven devices per lot:
 - Pennant.** A pennant flag may be a maximum of one square foot per flag face, and pennant lines shall be no longer than the front lot line or exceed the height of the building. For residentially zoned properties, pennants are allowed for open house events only three days per year. For commercial and industrial zoned properties, pennants are allowed on a single property for any length of time, provided they are maintained and in good condition.
 - Ground kite.** Ground kites are allowed only in commercial or industrial zoned properties as follows:
 - Ground kites shall be affixed to the ground and shall not exceed two feet wide and eight feet tall.
 - One ground kite is allowed for every 25 feet of lot frontage.
 - Sky dancer.** Sky dancer devices are allowed only in commercial and industrial zoned properties as follows:
 - Sky dancers shall be affixed to the ground and shall not exceed two feet wide and eight feet tall.
 - One sky dancer is allowed for every 50 feet of lot frontage, with a maximum of three for each property.
 - Wind signs.** Wind signs cannot be used in combination on a property, unless approved in advance with a temporary sign permit.
 - Window sign.** A window sign is allowed but shall not exceed 25 percent of the glass surface of individual window panes visible from the public right-of-way.

Prohibited signs.

Except for signs within buildings and not legible or intended to attract the attention of persons outside the building, or signs interior to a development, the following signs are declared to be a public nuisance and are prohibited in all Planning Areas. They must be removed unless determined to be legally nonconforming except as provided in this PUD:

- Exposed incandescent, high-intensity exposed light bulbs.** The use of exposed light bulbs independently or as a sign or portion of a sign visible from any property line on which the sign is located is prohibited.
- Flashing, animated or imitating signs, including signs that have moving, blinking, chasing, scrolling, or other animation effects.** (Other than EMD signs as permitted within this PUD) Signs either inside (including, but not limited to, open signs and electronic display signs, etc.) or outside of a building and which are legible from a public right-of-way must be removed except as follows:
 - Time and temperature messaging, which changes its message instantly and does not change copy more frequently than every once every three seconds; or
 - Electronic message boards used by the city or other public agency to address a health, safety, or welfare matter.
- Imitating sign.** Regardless of any clear safety concerns are present.
- Off-premises signs,** except as follows:
 - Temporary real estate signs which are located on a common area outlot, approved by the property owners' association; and
 - When two or more adjacent landowners collocate signs on a single sign structure or on a shared property line through a legally binding agreement.
 - In PAs -A, -B, -H, and -I, off-premises signs (including supporting structures) used for commercial or non-commercial messages are permitted only along Highway 34 frontage and Highway 257 frontage. Off-premises signs are not permitted in PAs -C, -D, -E, -F, and -G.
- Nongovernmental signs on public utilities.** No sign may be attached to utility poles or other public structures within the public right-of-way, except as specifically authorized by the city.
- Roof signs**
- Right-of-way signs.** Except as otherwise permitted elsewhere in this PUD, no signs other than regulatory signs are allowed in the public right-of-way, except as provided by a right-of-way revocable sign permit.
 - In addition to all other enforcement authority available to the city, the city may also remove or cause to be removed any illegal or unauthorized sign from the public right-of-way without notice to any party. The cost of removal as may be assessed by the city is the responsibility of the owner of the sign or, if unknown, the property owner.
 - The city shall have the authority to dispose of all unauthorized or illegal signs removed from the public right-of-way without notice to the owner of such signs. The cost of removing and storing of removed signs as may be assessed by the city shall be the sole responsibility of the owner of the sign.

Standards applicable to all signs.

- General standards.**
 - With the exception of real estate, election, ideological, and prohibited activities signs, signs shall not be permitted unless there is a primary structure on the parcel. In PAs -A, -B, -H, and -I, off-premises signs (including supporting structures) used for commercial or non-commercial messages are permitted only along Highway 34 frontage and Highway 257 frontage. Off-premises signs are not permitted in PAs -C, -D, -E, -F, and -G.
 - All signs shall comply with the adopted building and electrical codes, model traffic code, historic preservation, and other codes and ordinances as adopted by the city. All electric signs shall comply with and bear independent testing laboratory labels. In the event of any conflict between any of these codes or ordinances and this chapter, the more restrictive provision shall apply.
 - No person may damage, destroy, trim or remove any trees or shrubs located within the public right-of-way for increasing visibility of a sign. The director may authorize this work through an approved use by special

- review, site plan, or any other land use zoning permit.
- Sign lighting.** Signs may be internally illuminated, backlit, or illuminated by down-lighting or by ground-mounted light fixtures that illuminate only the sign face and base and shall conform to the following:
 - Illuminated signs for all residential development or illuminated signs on nonresidential development immediately adjacent to residentially zoned properties shall either have an opaque background and translucent letters or letters without background lighting;
 - In no case shall sign lighting create more than 0.1 footcandle impact on habitable residential uses in residentially zoned areas;
 - Neon lighting shall only be permitted within the lettering or logo of a sign;
 - Illumination of the sign face by down-lighting or ground-mounted light fixtures shall not exceed 50 footcandles as measured on the sign face; and
 - Flashing or strobe lighting shall not be permitted, whether used as part of a sign or to draw attention to a site or location.
 - Construction and maintenance standards.**
 - All signs and sign parts, portions, and materials shall be manufactured, assembled, and erected in compliance with all applicable state, federal, and city regulations and the adopted building and electrical codes.
 - All signs, including those exempt from sign permits, shall be maintained and kept in good repair, and in conformance with the original sign permit. A sign that is maintained and kept in good repair shall meet the following criteria:
 - All sign supports, braces, guy wires, anchors, and related screening are kept in repair, in a proper state of preservation.
 - There is no evidence of deterioration, including chipped or peeling paint, rust, corrosion, fading, discoloration, broken or missing sign faces, text, logos, graphics, or other elements of the sign.
 - There are no missing, flickering, or inoperative lights that create a perception of deterioration or abandonment of the sign.
 - Any non-maintained sign shall be repaired or replaced within 15 calendar days following notification from the city, unless the owner receives a written extension from the City to repair or replace the sign. Noncompliance with such notice shall constitute a nuisance subject to enforcement actions.

Permitted sign allowances.

This section provides allowances and standards for specific types of permitted signs.

- Awning sign.**
 - Awning signs greater than 25 percent of the exterior surface of the awning shall be permitted and count to the wall sign allowance.
 - The entire surface of the awning shall be considered the sign.
 - The entire illuminated exterior area of an internally illuminated sign shall be included in the calculation of the sign area.
 - Any portion of an awning sign projecting over the public right-of-way must obtain a right-of-way revocable sign permit.
- Canopy sign.**
 - If the canopy is attached to a building, all or a portion of the available wall sign allowance may be transferred to the canopy, subject to setback provisions.
 - If the canopy is a freestanding structure, all or a portion of the available freestanding sign allowance may be transferred to the canopy, subject to setback provisions and height.
- Electronic messaging display (EMD).**
 - EMD signs are allowed only within PAs -A, -B, and -I and for institutional uses in any PA. EMD signs require an administrative site plan review subject to the process and criteria of the Greeley Municipal Code.
 - Cascadia may include up to 3 signs with electronic messaging displays of up to 700 sf per digital messaging board in PA-A and 525 sf per digital messaging board in PAs -B & -I. Signs may be located as noted within the following exhibit. Each EMD is not counted towards the permitted sign allowance, as permitted in the tables below.

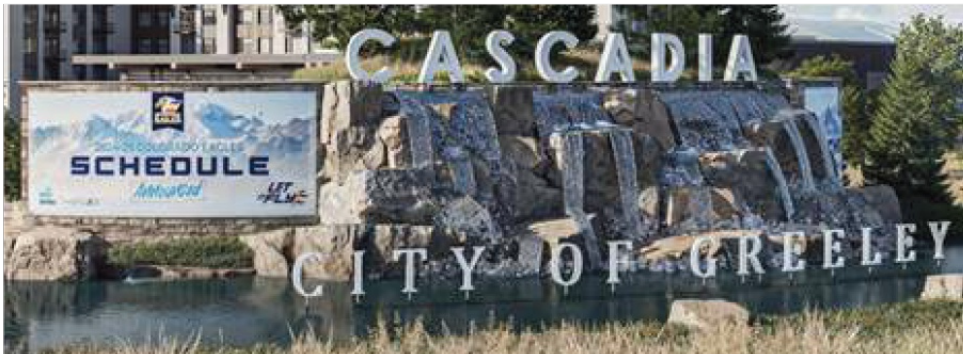


Note: Sign locations are approximate. Final locations to be determined as part of a Planned Sign Plan.

- Freestanding and monument signs.** The following table provides the allowance for permitted freestanding signs:

	PAs -E, -F, & -G	PAs -C & -D	PAs -A, -B, -H, & -I
Size	Max. of 250 sf	Max. of 250 sf per sign face	700 sf per sign face (along Highway 34 and State Highway 257) 250 sf per sign face all other frontages
Height	12'	30'	40'
Quantity			
Less than 200' of frontage	1 freestanding sign in place of one allowed wall sign; OR Allocate a percentage of the wall sign allowance to a freestanding sign, provided the cumulative wall and freestanding sign size does not exceed the maximum allowed for either category	PA-C - 2; PA-D - 1 freestanding sign in place of one allowed wall sign; or allocate a percentage of the wall sign allowance to a freestanding sign, provided the cumulative wall and freestanding sign size does not exceed the maximum allowed for either category	Adjacent to Highway 34 - 2 (per PA) Adjacent to 131st - 1 (per PA) Adjacent to CR 17 - 1 (per PA) Adjacent to 4th Street - 2 (per PA) Adjacent to SH 257 - 2 (per PA)
200'-499' of frontage	1 freestanding sign		
500'+ of frontage	2 freestanding signs		

- All freestanding signs shall have a base covering at least 25 percent of the sign width, unless there is less than two feet clearance from the bottom of the sign.
- Where two or more property owners share a common lot line, the property owners may combine the lot frontage for the purpose of sharing a freestanding sign on or near the common lot line.
- If a lot has more than one street frontage, such as with corner lots, up to two cumulative lot frontages may be used to determine the maximum number of signs.
- Noncontiguous lot frontage is calculated separately.
- Monumentation signs within the Entertainment District may be subject to the following general standards:
 - May feature two electronic messaging display faces up to 700 sf each and feature text up to 90 ft in length with letters up to 7 ft in height.
 - Material finishes may include concrete, stone, architectural precast concrete, manufactured stone and wood products, aluminum, wood, metal, plastic translucent panels, illuminated sign panels, electronic messaging displays or video boards, or other similar materials. Materials will be determined with a Planned Sign Program.
 - Monument signs may be of a variety of forms and sizes from typical sign shapes to more organic and natural profiles.
 - Individual letters may be several feet in height and long bands of text are allowed.



Conceptual EMD and Monument Sign. Graphic is conceptual and subject to change.

- Projecting wall sign.**
 - A projecting sign shall not be higher than the top of the wall or the bottom of the roof eave.
 - A projecting sign must have eight feet clearance from grade and may not extend more than four feet from the building wall except where the sign is an integral part of an approved canopy or awning.
 - A projecting sign is included in the total wall sign allowance.
 - A projecting sign over public right-of-way must obtain a revocable sign permit.
- Wall signs.** The following table provides the allowance for permitted wall signs:

Planning Area	Principle Building Frontage	Secondary Building Frontage	Maximum Area per Sign
PAs -A, -B, -H, & -I	1.5 sf	1 sf	1,000 sf per sign
PAs -C, -D, -E, -F, & -G	1.5 sf	1 sf	250 sf per sign

- Except for within PA-A, no wall sign may be attached to or displayed against any parapet wall that does not extend at least 75 percent of the perimeter of the roof enclosed by the parapet. No sign shall exceed the height of the parapet wall. This standard does not apply to an existing building as of the date of the adoption of this PUD.
- Except for within PA-A, no wall sign may extend above the roofline of a building except as permitted on a parapet wall.
- Except for within PA-A, no wall sign may be displayed on the wall of a mechanical room or penthouse or other such enclosed space which is not habitable by the occupants of the building.
- No sign, including any light-box or other structural part, shall exceed a depth of 20 inches.
- Public and institutional uses.** Nonresidential institutional and public uses allowed in residential districts shall comply with the standards required per the Planning Area they are located. Public schools are encouraged to comply with the same standards as other public or institutional uses.
- Planned unit development (PUD).** The provisions in this chapter shall be used to guide signs within planned unit development (PUD) requests.
- Temporary signs.**
 - Temporary signs shall be allowed per tenant in addition to the amount of permanent signs that is otherwise permitted. Temporary signs shall require a temporary sign permit according to these standards.
 - The total amount of temporary signs shall not exceed the following:

Planning Area	Maximum Area per Sign
PAs -A, -B, -H, & -I	1,000 sf per sign
PAs -C, -D, -E, -F, & -G	250 sf per sign

Except for the following (up to 2 of the following signs are permitted):

- Temporary monument signs in the following style are permitted and shall not exceed 25' in height and 52' in width.



Note: Conceptual design and scale. Subject to change.

- Temporary signs shall be allowed for a time specified within the temporary sign permit application.
- Temporary signs associated with a temporary use under the provisions of section 24-405 of the Greeley Municipal Code and the Land Use Matrix of this PUD. Any temporary use longer than 60 days will require director approval. The temporary sign permit may be extended for up to an additional 30 days, provided the director has granted an extension of the associated temporary use.
- Any property that contains an outdoor electronic messaging display shall not be permitted to have an additional temporary sign allowance. This standard does not apply to PAs -A, -B, -H or -I.
- Balloons, inflatable signs and other inflatable objects containing text and/or graphics, which have a total visible area (individually or combined) that does not exceed 33 square feet shall be considered a temporary sign and shall require a sign permit. Balloons that do not contain text and/or graphics shall not require a sign permit. No balloon, inflatable sign, or other inflatable objects shall exceed the height of the principal building on the site, shall not extend over the public right-of-way when fully extended, shall not impede pedestrian or vehicular traffic.
- Searchlights or beacons shall be considered temporary signs and shall require a sign permit. Searchlights or beacons shall not be placed or used in such a way that impedes pedestrian or vehicular traffic, or results in light or glare at grade. Searchlights and beacons are only permitted within PAs -A, -B, -H, and -I.

DATE:

01 Sub: 7/11/25

02 Sub: 7/25/25

03 Sub: 8/8/25

04 Sub: 8/18/25

SHEET TITLE:

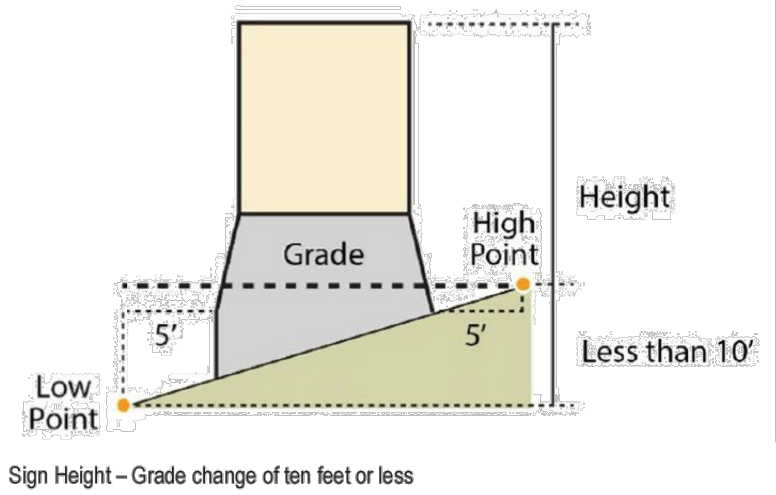
Design Standards

Cascadia
Planned Unit Development

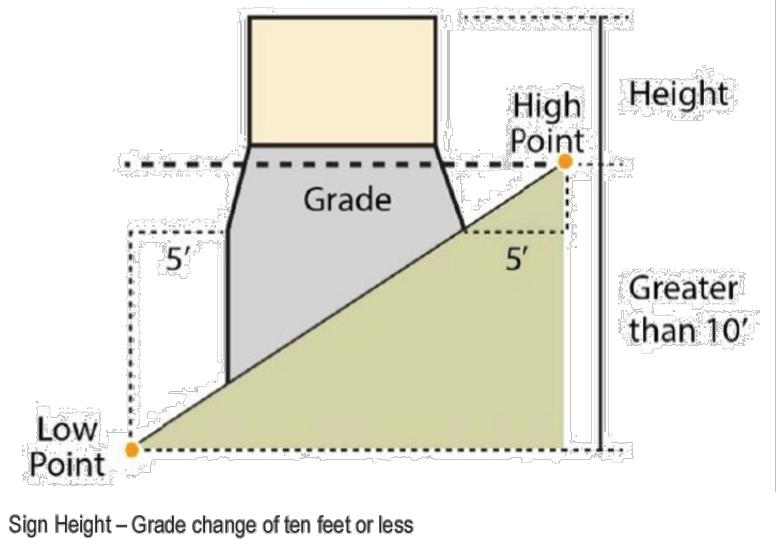
Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
Project Number: PUD2025-0003

Sign measurements and interpretation.

1. **Sign area.** The area of a sign is measured by determining the total sign face, which includes the backing and the frame of the sign.
- a. The area of a sign shall be measured utilizing a continuous rectilinear perimeter of not more than 12 straight lines, the extreme limits of writing, representation, lines, emblems, or figures contained within all modules, together with any air space, materials or colors forming an integral part or background of the display or materials used to differentiate such sign from the structure against which the sign is placed. For replacement of existing signs, the applicant may choose to utilize an exact calculation of sign area in lieu of this requirement.
- b. Freestanding signs in Planning Areas other than monumentation signs within PA-A are subject to the following requirements:
A freestanding sign area and its support structure may be equal in size to 1½ times the maximum-sized sign allowance at that location. The base of a monument sign shall not be counted as part of the calculation, provided that:
- i. The base does not account for more than one-third of the combined area of the sign face and the base; and
- ii. At least 60 percent of the bottom edge of the sign, including its supports and structure, has contiguous contact with the ground. Where the base has an unusual shape, such as circular or diamond-shaped, the bottom of the base shall be determined by measuring at a point that is one-third of the distance from the ground to the top of the base; and
- iii. Any portion of the base that contains a sign will be counted, with the exception of a numeral address that is clearly incidental to the sign.
- c. The area of a sign which has multiple sign faces not parallel to the right-of-way, such as V-shaped, triangles, or cubes, shall be calculated using the total of all faces which may be viewed at the same time from the public right-of-way or adjacent property.
- d. All writing, representations, emblems, or figures forming an integral part of a display used on an awning to identify, direct or attract the attention of the public shall be considered to be a sign for the purposes of measurement.
- e. Internally illuminated awning signs that are translucent, with backlighting, shall include the entire area of the awning in the calculation of the sign area. (See also *Awning sign* within these Sign Standards.)
2. **Sign height.** The height of a sign shall be determined by measuring the vertical distance from the adjacent grade to the highest point of the sign or sign structure. For purposes of this section, "grade" as a point of measure shall mean either of the following, whichever yields a greater sign height:
- a. The elevation of the highest ground surface within a five-foot horizontal distance from the leading edge of the sign, when there is less than a ten-foot difference between the highest and lowest ground surfaces within a five-foot horizontal distance from said sign; or



- b. An elevation ten feet higher than the lowest ground surface within a five-foot horizontal distance from the leading edge of the sign, when there is greater than a ten-foot difference between the highest and lowest ground surface within a five-foot horizontal distance from said sign.



3. **Orientation.** The principal orientation of any sign shall be determined by the director in accordance with the intent and standards of this chapter, street classification, and the following:
- a. The orientation of a freestanding sign is to the nearest public right-of-way to which it is perpendicular or parallel;
- b. The orientation of a wall sign is to the nearest street with the highest traffic volume;
- c. The orientation of a projecting wall sign is to the nearest street with the highest traffic volume and to which the sign is most nearly perpendicular;
- d. The orientation of all other signs, including canopy signs, shall be to the nearest public right-of-way.
4. **Sign setbacks.** Sign setbacks are the minimum distance required between the apparent centerline of the right-of-way and any portion of a sign or sign structure. Where the property is adjacent to a frontage road, the centerline of the highway to the leading edge of the sign is used to determine setback (i.e., frontage road is disregarded for calculation of the setback).

Relief from standards.

1. **Alternative compliance/Variances** to the dimensional standards established in this section shall be granted through an administrative process and approved by the director as general as part of General Provisions found within this PUD.

PARKS REQUIREMENTS

Purpose and Intent.

The Park standards emphasize the importance of well-designed public spaces, in shaping Cascadia's community image and identity. These standards promote the integration of parks, trails, open space, natural space and common areas into the fabric of neighborhoods to create a cohesive and functional public realm. They prioritize the quality, context, and multifunctionality of these spaces – supporting ecological, recreational, aesthetic, and urban design goals. The standards also encourage civic focal points, sustainable design practices, and alignment with the city's master plans for parks, trails, and natural areas in the following ways:

- Being broadly accessible to the public,
- Including natural or landscaped open space where functionally appropriate,
- Supporting a range of active and passive uses, and
- Encouraging a range of unstructured use as well as organized activities appropriate to the type and purpose of the space.

Any standards, provisions or alternative solutions proposed to meet Parks requirements of this PUD not explicitly stated in this PUD shall require administrative approval as an amendment to this PUD.

The following standards shall replace Section 24-302. of the Greeley Municipal code, except as otherwise noted.

1. **Required Parks – Quantity.** All residential subdivision applications within this PUD shall meet Park Requirements in the following quantity:

Requirement	Formula
Total acre requirement	9.75 acres / 1,000 people Units x 2.74 people / unit x 0.00975 acres / person

2. **Park Dedication.** Park dedication requirements may be fulfilled by any of the following methods (or combination thereof):
- a. Land Dedication to the City of Greeley (for any of the types listed in *Section 3*, below); and/or
- b. Cash-in-Lieu of land dedication paid to the City of Greeley; and/or
- c. Parks, Open Space, Trails and/or Recreational/Entertainment Facilities that are developed, owned and maintained by a public, quasi-public or private entity (City, Developer, Metropolitan District, HOA, or similar),
- d. All land and facilities attributed to Park dedication shall remain broadly accessible to the public to the degree appropriate for the type of use, facility or space.
3. **Meeting Park Requirements.** Meeting Park Requirements (other than through cash-in-lieu payments), may include any of the following:
- a. **Parks** – include land developed with passive and/or active uses. They may include programmed sports facilities, play equipment, informal and formal sports and multipurpose fields, sports courts, trails, group picnic areas, gardens, water features, dog parks, gardens, plazas, courtyards, trail connections, water features, natural areas associated with more active areas, and other/similar improvements.
- b. **Plazas and Courtyards** – include spaces that are characterized as highly pedestrian-oriented spaces that are primarily paved and provide a compact park environment within higher density and more intensive use areas. They are centers of activity throughout the year and should be designed for year-round use. Plazas are typically located adjacent to a street, providing visibility and access from the adjacent street or walkway system. Courtyards may be enclosed on multiple sides by buildings, with at least one side visible from a street or walk, conveniently accessible for public use.
- c. **Open Spaces** – include areas that are largely maintained in a natural condition, or designed as such, which may or may not include activated uses, such as water features, trails, benches, and other/similar improvements.
- d. **Trails** – include significant trail corridors (including the land associated with the trail improvements) that provide a greater level of connectivity between regional locations and amenities in the area, provide unique pedestrian opportunities and environments, provide extended e-mobility improvements and connectivity, or other/similar improvements.
- e. **Uses** – includes land, facilities and site improvements associated with projects that are designated for publicly accessible City, regional or significant community recreational and/or entertainment uses (i.e. arenas, youth ice hockey facilities, indoor/outdoor water parks, equestrian centers, and others).
- f. **Neighborhood features and common area systems** – includes creation of substantial: pocket parks (min. 2.0 acres), civic spaces (min. 20,000 sf), or other open land features (min. 4 acres) operated and owned by a metropolitan district, homeowners' association or other governing entities for any other public, common, or private purpose. These areas shall be coordinated with the design and location of street networks, parks and trails to better leverage a system of parks, trails, open lands, and civic spaces throughout the area.
4. **Additional Park Dedication Standards.**
- a. Existing residential dwelling units within a subdivision shall be excluded from the calculation of the park dedication requirement.
- b. Meeting Parks Requirement through any means stated above or that are developed within any of the Planning Areas in the PUD may be credited towards meeting the requirements of any uses in the PUD that requires Park Requirements calculations to be met. This includes the following improvement areas and minimum acreages (see table below): *if during the site planning/subdivision process these areas increase or decrease in size, the actual acreage of these Park Features shall be applied towards meeting the Parks requirements of this PUD.*

If any future Park dedications are required by development within this PUD beyond the acreages of the Park Features included in the table below, they shall follow Park Land Dedication requirements outlined in City Land Development Code at the time of subdivision application.

Standards and requirements specific to each potential Park Feature to enable eligibility as a Park are described below. Other similar Park Features may be proposed that meet eligibility as a Park when similar features, improvements, and/or uses are included.

Park Feature	Acre (+/-)	Character
Youth Ice Hockey Facility	5.0	Includes Ice Hockey Facility and supporting site plan acreage and improvements, such as drop-off/pickup, parking, landscape areas, entrances, and other similar improvements.
Plaza	5.0	Includes hardscape and softscape areas, various activity areas, an amphitheater, water features, multiple pedestrian areas and connections, and other similar improvements. Includes Transit Hub Pedestrian Connection that connects to Plaza.
Indoor / Outdoor Water Park	9.3	Includes Indoor/Outdoor Water Park facilities and supporting site plan acreage and improvements, such as drop-off/pickup, parking, landscape areas, entrances, and other similar improvements.
Cascadia Falls Park	22.5	Includes a range of amenities such as water course/ falls, fountains, ponds with varied amenities, adjacency to restaurants/retail uses, trails/pedestrian nodes, and other similar improvements.
Equestrian Center	15.0	Includes an equestrian facility intended for both private use and public access. Features are intended to include barns, arenas, various types of pens, parking, pasture riding areas, trails, and other similar improvements. Provide trailer parking, restrooms, and water access to support all users.

Park Feature	Acre (+/-)	Character
Arroyos / Open Space Park (north of 4th Street between PAs -C & -D/-E)	22.6	The intent within this PUD is to generally protect significant natural areas and their ecological functions while allowing for practical and flexible development that allows a range of land uses within and adjacent to them and promotes community access and recreational features. Planning and design of these areas is intended to support native (or naturalized) plant and animal communities and retain their ecological value over time, as appropriate. Includes the area north of 4th Street, between PA -C & PAs -D/-E. Features are intended to include water features, ponds, water falls, trails of various types, smaller park areas, and other similar improvements. Areas within the PUD identified as having ecological significance or natural open space value (as defined by a qualified environmental consultant) should be prioritized for context-sensitive integration into the site design. Minimize development footprints near these features through design techniques such as clustering, use building envelopes, reduced street impacts through the use extended length cul-de-sac, and transitional landscaping to buffer and enhance habitat edges. Allow vehicular, pedestrian and other crossings and integrated stormwater and enhanced water feature design within arroyos when necessary or desired, provided habitat disruption is minimized and/or mitigated. Crossings should be designed with appropriate low-impact solutions and materials, vegetated swales, or similar ecologically sensitive treatments, where appropriate. Provide at least one public access point to each natural corridor, with clearly marked signage and pedestrian connectivity to the broader trail and sidewalk network. Private HOA-only access is prohibited for park land dedication purposes. If a shared ownership model is proposed, access easements must be recorded to ensure long-term public benefit and connectivity.
Key Trail Corridors / Regional Trails (internal to PUD north of 4th Street and Regional Trail segments along CR 17, Hwy 24 and 131st Ave)	14.2 (plus acreage for Regional Trail corridors)	Includes areas east of PAs -E/-F, through PA-F, and south of PA-G. Features include trails of various types, a regional north-south Mobility Trail that connect the Cascadia Catalyst area with regional destinations to the north (Windsor, etc.), and other associated improvements. Connectivity to Arroyos del Sol is provided in the open space corridor located south of PA-G. The trail system should use best practices to connect significant PUD features to connect residents and visitors in a manner that meets connectivity objectives, ADA and other applicable regulations. Lighting and signage should be provided at major junctions. Multi-use trail design should consider best practices related to safety, accessibility, and enjoyable user experience for shared-use corridors (e.g., golf carts, pedestrians, cyclists, equestrians) to interact appropriately, based on the types of trail users. Ensure public trail segments remain accessible to equestrian and non-equestrian users where applicable, with posted etiquette signage and proper maintenance of shared routes. Portions of regional trails located within the PUD will be constructed as follows and as described in this PUD: - County Road 17: (the Regional Trail incorporated as a 12' min. trail within the arterial road right-of-way and related improvements), - Hwy 34/131st Avenue alternative alignment along 131st Avenue, 4th Street and CR 17 roadway corridors: (the Regional Trail will be accommodated as a combined trail within the 16' wide e-mobility trail along 131st Avenue and continues west along 4th Street to the arroyo, then will extend west from the arroyo to CR 17 via a 12' wide sidewalk/trail associated with the 4th Street improvements), These trails will be implemented using the standards for construction of the then current design and construction specs and associated guidance documents related to trail width, materials, and features (as long as these trails are designed to fit in those corridors without requiring acquisition of additional off-site land). These trails may be located within the rights-of-way for these roads and designed as a part of those road sections. Any required deviations, as related to roadway design improvements will be taken into consideration to avoid redundant trail or sidewalk improvements in these corridors. Regional trails will be managed, maintained, and owned by the City of Greeley (or the General Improvements District or a metropolitan district) once accepted by the City (or appropriate entity) as constructed to spec, and applicable trail regulations will apply at that time. Internal trail and sidewalk system improvements should connect to regional trails for ease of travel for users.

Park Feature	Acre (+/-)	Character
All future remaining Park Land Dedication requirements of this PUD shall be met by using the Land Development Code	Any remaining acreage requirements (not met by the Park Features described above)	Includes other parks of various sizes that are intended to meet parks and recreation needs, including neighborhood, community and/or regional parks. The parks will most likely be located in or near residentially-oriented neighborhoods within Cascadia, or within an accessible proximity to such neighborhoods. These are preliminarily located in PAs -E, -G, -H & -I due to likely residential proximity, which promotes pedestrian or more optimal accessibility. Sizes and programs for amenities for each of these parks will be determined during the subdivision or site plan review/approval process for adjacent use areas within these Planning Areas. Locations are approximate and may vary within the Planning Area as needed. For any remaining required Park acreage needed for this PUD beyond the listed Park Features, the City and Developer will agree on any necessary adjustments to meet the remaining acreage requirement per the Land Development Code intended to meet requirements of the PUD. Additional Parks/Park Features (not considered as typical Neighborhood, Community or Regional Parks) may also fulfill these remaining Future Park land requirements in this PUD, if needed. For any remaining future Park Land Dedication requirements, cash-in-lieu of land dedication may be used when the Developer and the City agree that cash value of land to be more appropriate in satisfying the needs of the proposed subdivision than land within the proposed subdivision. Cash-in-lieu of land dedication for meeting Parks requirements in this PUD shall be provided per the Land Development Code standards.

- c. Land proposed to meet Park Requirements shall be clearly identified on any submitted plat including the number of acres for each site and the total acreage proposed for city park dedication within the PUD.
- d. Land intended to meet Park Requirements may include drainage improvements, including improvements required to serve regional needs, as long as these drainage areas are integral to a Park, Trail, or Open Space, and/or include substantial amenities and park-like features appropriate for the type of space it is associated with (i.e. arroyo feature with a trail corridor, Cascadia Falls Park with the cascading water features and associated drainage solutions, etc.). Typical drainage improvements without these types of improvements are not permitted as Park acreage in this PUD.
- e. The dedication or transfer of land intended to meet Park Requirements shall be by warranty deed, and the title shall be free and clear of all liens and encumbrances, including real property taxes prorated to the time of dedication. In addition, for land dedicated to the city, the applicant shall provide the city with a title insurance policy in the city's name and a certified survey at the time of conveyance.
- f. Land intended to meet Park Requirements shall include adequate site improvements that are appropriate for the type of use associated with such land parcel, and shall include necessary water serviceability.
- g. Land intended to meet Park Requirements shall be dedicated or transferred at the time of final plat.
5. Phasing of Parks. Parks may be located in any Planning Area in this PUD that satisfies Parks requirements generated through subdivision or site plan applications from anywhere in the PUD (i.e. Parks generated in PA-B may be satisfied with Parks in PA-A, etc.). Any Park Features identified in this PUD shall satisfy Parks requirements for any Parks requirements in this PUD.
6. **Cash-in-lieu of Dedication.** Cash-in-lieu of land dedication may be used in satisfying the needs of the proposed uses in the PUD per the discretion of the Developer, as subdivision occurs in a phased manner.
- a. The city will adopt a pre-determined per-acre cash-in-lieu of land for parks amount, that may be administratively adjusted periodically and will be available on file with the community development department. The pre-determined amount will be based on a mass appraisal performed by an independent qualified appraiser using generally accepted appraisal practices. As an alternative to the city's predetermined cash-in-lieu amount, the applicant may submit a proposal for determination of the cash-in-lieu amount. The proposal shall supply supporting information, including at least one report by an independent, qualified appraiser using generally accepted appraisal practices. The supporting information supplied must be adequate to allow the city to evaluate the proposed amount. If the city determines that the alternate proposal is not adequately supported, the city's predetermined cash-in-lieu amount will be applied.
- b. The cash-in-lieu amount will be paid at the time a subject plat is recorded, unless otherwise determined by the city and agreed to in a subdivision improvement agreement.
- c. The city may accept combinations of cash in lieu and land dedication as each plat in the PUD is recorded.

DATE:

01 Sub: 7/11/25
02 Sub: 7/25/25
03 Sub: 8/8/25
04 Sub: 8/18/25

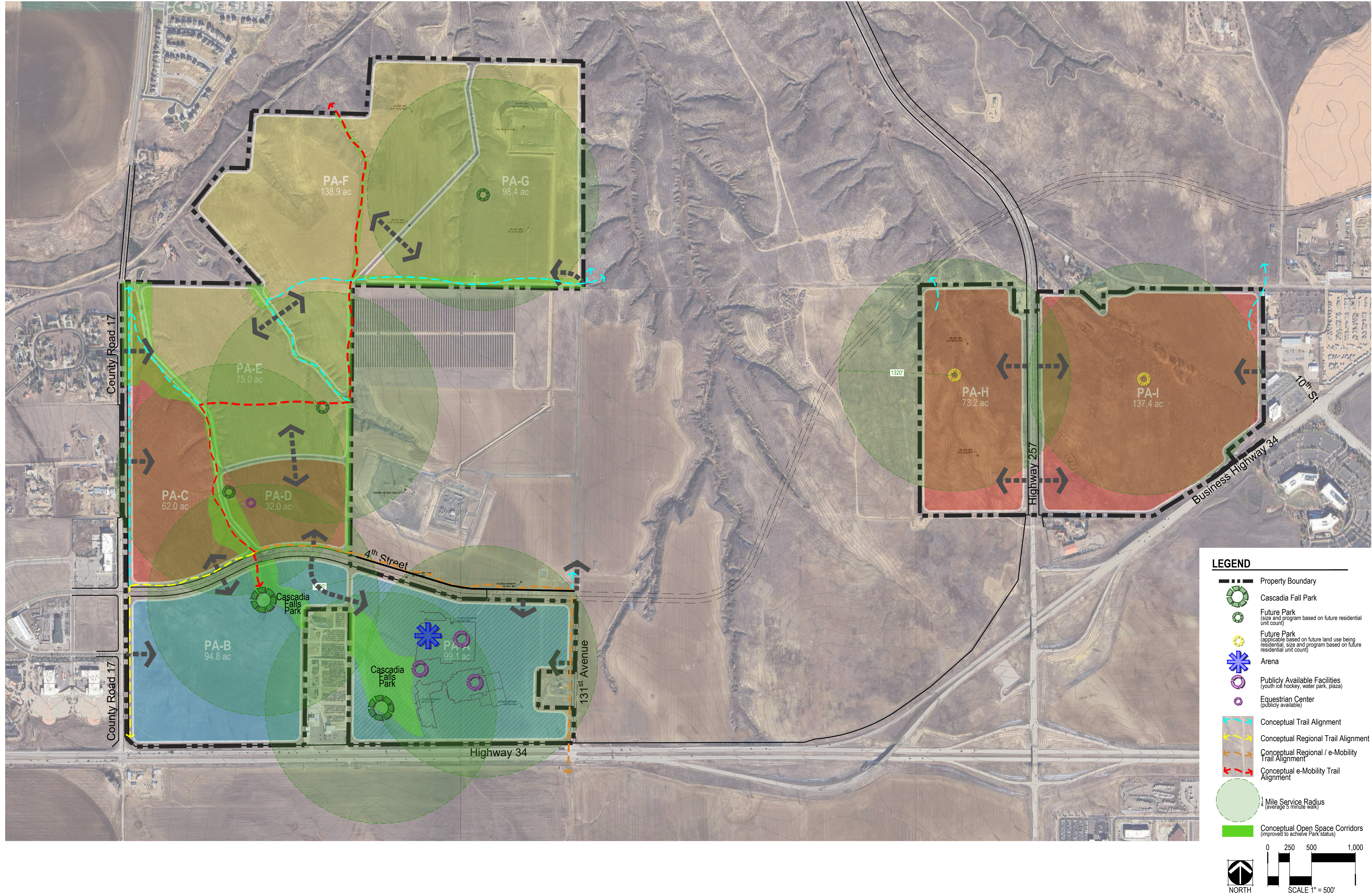
SHEET TITLE:
Design Standards

Cascadia
Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres

Project Number: PUD2025-0003

Parks Plan



Cascadia Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
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833.786 Acres
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ACCESS AND PARKING STANDARDS

The following standards shall replace Chapter 7 Access and Parking Standards of the Greeley Municipal code, except as otherwise noted.

Access and circulation.

- Vehicle access.** Vehicle access shall be designed according to the following standards:
 - Driveway width and location.** Driveways shall generally be located according to the City of Greeley design criteria and construction specifications for streets. The subsections below provide specific and additional considerations to coordinate access with the streetscape and site design of a particular location.
 - Wherever feasible, adjacent lots with a similar land use shall use shared access to preserve the streetscape and eliminate conflicts with pedestrians and vehicles.
 - Direct access to an arterial street shall be permitted only when the subject property has no other reasonable access to the street system, after considering alternatives such as access from side streets, shared driveways, common frontage lanes, rear alleys, or internal access streets.
 - Where driveway spacing standards for streets limit or prohibit access, shared driveways, common access lanes, or alleys internal to blocks shall be used.
 - Driveway setbacks.** Driveways shall be set back from side or rear lot lines as stated in the following table.

Access	Minimum Setback from Side or Rear Lot Line	Setback from Street Side Lot Line
Driveways for residential lots and buildings with less than 13 units	3'	10'
Driveways for residential lots and buildings with 13-40 units	5'	10'
Driveways for nonresidential access and residential lots and buildings with 41+ units	10' if abutting residential uses or lesser zoning districts; otherwise 5'	20'
Shared access	0', with a portion of the access on each lot, subject to easements	10'

- Internal access streets.** Any single project, lot or site greater than five acres, or lots where access is constrained by driveway standards, shall provide a system of internal access streets that establish access and circulation within the site. Internal access streets:
 - The local street system provided by the development shall provide an interconnected network of streets in a manner that results in blocks of developed land bounded by public and/or private connecting streets, natural areas, parks, irrigation ditches, pedestrian passages, high-voltage power lines, operating railroad tracks and other similar substantial physical features.
 - Shall be designed to mimic PUD cross sections, including sidewalks, landscape amenities, on-street parking, and travel lanes.
 - May be treated as public streets for determining the proper location, orientation, and design of sites and buildings within the project, as appropriate.
 - Shall include a maintenance plan with the associated land use application for the internal private facilities, or designated as common areas for all properties in the project.
- General access design standards.** All access shall meet any accepted transportation impact study recommendations associated with the development and the following design standards:
 - All vehicle stacking or queuing must be accommodated on site and shall not interfere with street traffic.
 - Provisions for circulation between adjacent parcels shall be provided by internal access streets, cross access easements, and other shared access provisions to protect the function, design, and character of public streets.
 - Driveway spacing and design shall be located so that safe ingress and egress are provided, considering the function and the design speed of the street from which the access is provided, and minimizing potential conflicts of all modes of transportation, including pedestrians, bicycles and vehicles.
 - Landscape, buildings, and other site elements at access points shall be designed to meet the sight distance requirements of the Greeley Municipal Code.
 - Any access from a state highway shall only be permitted as authorized and approved by the Colorado Department of Transportation (CDOT). An applicant for any development project with access to a state highway should coordinate with CDOT prior to an application with the city.

- Sidewalks.**
 - Generally.** Development sites shall include direct sidewalk connections and circulation at the same or greater frequency as provided for vehicles. Sidewalks shall connect public entrances of buildings and sites to the following, in the most direct manner possible:
 - Sidewalks in the public streetscape or along internal access streets.
 - Parking areas and any perimeter sidewalks, internal walkways or crosswalks associated with the parking areas.
 - Civic or open space, or other common areas designed for active use.
 - Transit stops, stations, or park and ride locations — existing or anticipated.
 - Where connections from sidewalks in the public streetscapes or internal access streets are not practical or are too remote, sites shall provide pedestrian connections to any of the above areas or amenities on adjacent sites, as appropriate. Connections directly to adjacent sites shall be made in any case where the connections by sidewalks on public streets or through access ways result in pedestrian routes greater than 300 ft.
 - Sidewalk width.** Internal sidewalks shall meet the requirements of below:

Location	Minimum Width
• Generally; OR • Any residential property	5'
• Along the facade of a commercial or institutional building of 5,000 sf or less abutting a parking area; OR • Along any internal access street	6'
• A primary route between the street or parking area and the building entrance of a residential building serving 24 or more units	
• Along the facade of a commercial or institutional building of 5,001 sf to 19,999 sf abutting a parking area; OR	8'
• A primary route between the street or parking area and the building entrance of a commercial or civic/public use building	
• Along the facade of any commercial or institutional building of less than 20,000 sf with a primary entrance, or similar building with significant public and pedestrian access	10'
• Along the facade of a commercial or institutional building of 20,000 sf or more abutting a parking area or with a primary entrance	15'
• Any access designed for both pedestrians and bicycles	12'
• Along any parking area with vehicle overhangs	+ 2' to other required widths

- Pedestrian amenities.** Sidewalks and internal pedestrian circulation shall be separated from moving vehicles with curbs, landscape buffers, curbside parking, or similar elements of the circulation and open space systems; except crosswalks or other similar limited segments, which may be distinguished by paint, brick, or colored or scored concrete and similar design features that signify pedestrian priority.
- Americans with Disabilities Act.** All internal sidewalks and other pedestrian areas shall meet all applicable Americans with Disabilities Act (ADA) standards and guidelines.

- Alternative compliance.** Alternative compliance to the access and circulation standards in this section may be authorized according to the process and criteria in section 24-208 of the Greeley Municipal Code, and any of the following applicable additional criteria:
 - The standards, when applied to a particular project or street, will adversely impact the function of the transportation network in the vicinity of the site.
 - A specific access management study or plan for a portion of the city or street segment has altered the application of these standards.
 - The context of the project warrants a different access design when considering the functional class of the street, the streetscape design on the particular block, and existing and anticipated adjacent land uses.
 - The location of any paved surfaces may reduce or eliminate setbacks, provided the design adequately addresses potential drainage and screening issues relative to abutting property.
 - Alternatives shall be evaluated balancing the streetscape design objectives, traffic conditions of a particular street segment, and pedestrian needs, and may be approved if the intent of these standards are equally or better met by the alternative.

Required parking.

- Vehicle parking rates.** The following table provides minimum parking requirements, and general categories apply to all similar uses not specifically listed. Where a use is not similar to a general use in the table or could meet more than one category, the director shall determine the appropriate classification based on industry guides and the most similar use in terms of scale, format, and operation. The following criteria shall be used in interpreting the table:
 - Employee rates shall consider the maximum number of employees likely to be on site at one time.
 - Square footage rates shall consider leasable floor area or active area dedicated to the particular use. Where this number is not easily or readily determined, 85 percent of gross floor area may be used.
 - A seating or capacity rate shall consider the total number of seats based on industry standards for typical layouts of buildings or building codes, where actual seating is not yet known.
 - Where uses or sites have components of different uses (i.e., hotel with a restaurant), each component shall be calculated and apportioned under the most applicable rate.
 - Parking within the Entertainment District (PAs -A & -B) is anticipated to accommodate a wide range of events which vary in size including professional hockey games and concerts. As parking will be necessary to accommodate these large attendance ranges, nonresidential uses within the Entertainment District are exempt from maximum parking requirements.
 - Parking for nonresidential uses within PA-A, may utilize hard permeable surfaces or other materials as approved by the director parking areas to fully or partially meet parking requirements.
 - If City of Greeley parking requirements are reduced beyond what is required by this PUD, then the parking requirements of the City of Greeley may be alternatively applied.

Use Category / Specific Use	Minimum Parking Rate
Residential	
Accessory dwelling	1 / unit
Dwellings – Single-family, Two-family, & Row house	2 / unit
Dwellings – Multi-family	1.25 / unit (studio/efficiency)
	1.5 / unit (1 bedroom)
	1.75 / unit (2 bedroom)
	2 / unit (3 bedroom)
	3 / unit (4+ bedrooms)
	+ 1 additional space per 10 required spaces for guest parking
Senior living (independent)	1 / unit + 1 additional space per 10 required spaces to be used for guest parking
Senior living (assisted or nursing)	1 / 4 beds + 2 per 3 employees
Group home (up to 8 units)	Same as dwellings (detached, manufactured) + 2 per 3 employees
Group home (more than 8 units)	1 / 2 beds + 2 per 3 employees
Public/Civic	
Assembly	1 / 3 seats
Entertainment District	Parking needs to be identified at time of development application per parking study approved by director.
Public safety/services	1 per employee + 1 per company vehicle
Hospital	1 / 2 beds + 2 per 3 employees
Library	1 / 300 sf
Museum	1 / 1,000 sf
School	2 / class (elementary or junior) + 1 per 10 students
	1 / 4 students + 1 / employee (senior or higher education) OR 1 / 4 seats of all auditorium or event space, whichever is greater
Commercial	
Retail – Small (under 3,000 sf)	1 / 500 sf
Retail – General (over 3,000+)	1 / 250 sf
Retail – Outdoor display area (generally)	1 / 300 sf
Retail – Outdoor display area (large equipment)	1 / 1,000 sf
Drive-through (restaurant)	100' of stacking (5 cars) per service area, but subject to use-specific performance criteria
Drive-up services (service bays or non-food services)	30' of stacking space (3 cars) per service area
Lodging – B&B	2 spaces + 1 / guest room
Lodging – Hotel/motel	1 / guest room + 1 / 200 sf of restaurant
Medical care	1 / 300 sf for all general office and service areas + 1 / 2 beds (admittance permitted)
Office & services	1 / 300 sf generally
	1 / 200 sf or 1 per patron station, whichever is greater, for any uses with frequent customer visits (i.e., salon, barber, etc.)
Restaurant – general	1 / 100 sf
Restaurant – quick-serve, bar, or nightclub	1 / 75 sf
Health and fitness center	1 / 200 sf
Recreation and entertainment	1 / 200 sf generally – indoor
	1 / 500 sf large-scale – indoor (i.e., skating rink, dance hall)
	1 / 4 seats for uses with fixed seating areas
	1 / 2 active patron station (i.e., 2 per lane bowling; 2 per hole golf course; etc.)
	1 / 100 sf for food and beverage service areas with seating

Use Category / Specific Use	Minimum Parking Rate
Industrial	
Manufacturing	1 / 400 sf (artisan/limited or light)
	1 / 1,000 sf or 2 / 3 employees, whichever is greater (all others)
Agriculture	
All uses	Parking shall be provided based on closest applicable residential, public/civic commercial and/or industrial standards, or combination thereof, as listed above, based on type and general nature of agriculture activities. Director has ability to modify, as needed during future development applications.

- Tandem (front-to-back) garage configurations are calculated the same way as a garage with standard side-by-side configuration for meeting residential parking requirements.
- Required parking may be provided to meet minimum requirements in the form of surface, tandem, driveways, garages, carports, on-street, or any mix thereof.
- Maximum parking.** (Not applicable in PAs -A & -B) Nonresidential uses shall not provide more than 125 percent of the minimum required vehicle parking without documented evidence of actual parking demand based on studies of similar uses in similar contexts. In addition, any parking permitted over 125 percent of the minimum shall require mitigating potential impacts of additional parking through one or more of the following strategies, based on the director's discretion:
 - Utilize all eligible parking reductions permitted by this PUD.
 - Provide shared parking for other uses on the block or adjacent blocks.
 - Utilize alternative surfaces designed to infiltrate stormwater, approved by the director, and subject to installation, maintenance, and performance assurances.
 - Provide additional landscape to screen parking with at least a ten percent increase in the required parking landscape area and at least a 25 percent increase in the amount of landscape material required for the parking.
- Parking reductions.** The parking required by the parking requirements table, above, may be reduced depending on context and according to the following strategies. Reductions beyond those provided in this subsection may only be approved according to the Alternate Parking and Access Plan section of this PUD:
 - Administrative reduction.** The director may reduce the required parking for any use that requires more than ten spaces by up to 15 percent of the required spaces due to the nature of a particular use or any unique circumstances on the site. Additional reductions may be granted by the director based on an alternative parking and access plan.
 - On-street parking credit.** All on-street parking within 300 feet of any lot frontage shall count towards the parking requirement.
 - Bicycle parking credit.** All bicycle parking may reduce the required vehicle parking at a rate of one space for every two bicycle parking spaces up to a maximum of 15 percent of the required vehicle parking spaces. To be eligible for this credit, the applicant must demonstrate that it is practical to expect significant bicycle access to the site based on the location and proximity to the city-wide bicycle transportation network, the design of the site, and the nature of the use and anticipated patrons.
 - Public parking credit.** Any site within 1,320 feet of a public parking area may reduce the required vehicle parking at a rate of one space for every two parking spaces, except that if the public parking is part of a managed district, the district policies and management may establish a different allocation of spaces.
 - Transit credit.** The director may reduce the parking requirement up to 25 percent for any development within 1,320 feet of a transit stop. In making a determination on the eligibility for and amount of the credit, the director may consider the nature of the use, the likelihood that it generates transit trip origins and destinations, and the level of transit service at the stop.
 - Shared parking.** Required parking may be reduced for any site containing multiple uses or for adjacent sites with different uses according to the table below. Any shared parking arrangement shall require an agreement among all landowners participating in the agreement to ensure access, joint use, maintenance, and other operational issues. The agreement shall be recorded for each participating property with the office of the applicable county clerk and recorder. The agreement shall state that it cannot be changed or modified without the approval and signature of the director. A shared agreement that differs from this table may also be approved based on a joint parking study for the sites and uses demonstrating adequate parking during peak hours for all parties to the agreement.
 - If parking is provided for e-mobility opportunities (golf carts, etc.) parking may be reduced by up to one vehicular space for every one e-mobility parking spaces provided. In these instances, ADA parking requirements would apply.
 - Affordable housing.** When an applicant provides an executed and recorded deed restriction that a proposed dwelling unit will be reserved for affordable housing for no less than 15 years, the applicant may reduce the required parking for the affordable dwelling unit. All other uses on the site, including market rate dwelling units, do not qualify for this parking reduction. The applicant must provide evidence that the property will adhere to income limits and maximum rents published annually by the department of housing and urban development. The applicant must list each dwelling unit subject to the deed restriction, the number of bedrooms in the dwelling unit, and the area median income for which the dwelling unit is reserved. Upon fulfilling the above-mentioned requirements, the applicant may reduce the required parking as follows:
 - Up to a 75 percent reduction for dwelling units that are affordable to households that earn up to 30 percent of area median income.

Use	Percentage of Required Parking by Time Period				
	Weekday		Weekend		All
	6:00 a.m. to 5:00 p.m.	5:00 p.m. to 1:00 a.m.	6:00 a.m. to 5:00 p.m.	5:00 p.m. to 1:00 a.m.	1:00 a.m. to 6:00 a.m.
Employment	100%	10%	5%	5%	5%
Retail or service	75%	75%	100%	90%	5%
Restaurant	50%	100%	75%	100%	10%
Entertainment & recreation	30%	100%	75%	100%	5%
Place of worship	5%	25%	100%	50%	5%
School	100%	10%	10%	10%	5%
Dwellings	25%	75%	50%	75%	90%
Lodging	50%	90%	75%	100%	100%

- Bicycle parking.** All nonresidential or multi-family development shall provide bicycle parking spaces according to the following table:

Activity	Required Spaces
Primary or secondary school	10% of the student capacity + 3% of employees
Retail or office uses	10% of the required vehicle spaces
Recreation and community facilities	15% of the required vehicle spaces
Other institutional, employment, industrial or entertainment uses	5% of the required vehicle spaces
Multi-unit residential buildings	0.5 per 1 bedroom dwelling unit; 1.5 per dwelling unit with 2 or more bedrooms

Bicycle parking shall be designed according to the following standards:

- A structure shall be securely anchored to the ground and usable for both U-locks and cable locks, support a bike at two points of contact to prevent damage to wheels or frames, and have two feet by six feet clearance for each bicycle.
 - Structures that serve another primary function but are designed to meet these standards may count toward this requirement.
 - Bicycle parking shall be located in a well-lit area with convenient and safe pedestrian access and be on pavement or all-weather, dust-free, stabilized surface.
 - Bicycle parking for nonresidential uses shall be located within 100 feet of and visible from the primary entrance.
 - At least 50 percent of required bicycle parking for residential uses, employment uses, or other similar uses where bicycles are likely to be parked for longer than four hours, shall be located within the building, shelter, or other all-weather and secure enclosure. Garages may count for 2 bicycle spaces per garage space.
 - Short-term bicycle parking facilities may be located in the right-of-way subject to streetscape design plans and the director's approval. Structures shall be designed for some other primary purpose meeting the streetscape standards or be designed with artistic or ornamentation enhancements compatible with the streetscape character at the specific location.
 - Alternative standards and specifications based on recognized industry guidance or best practices for bicycle parking may be approved by the director through site plan review.
- Accessible parking.** Accessible vehicle parking spaces shall be provided in accordance with the applicable building codes and the Americans with Disabilities Act (ADA) standards and guidelines for quantity, design, and location.
 - Alternative compliance.** Alternative compliance to the required parking standards in this section may be authorized according to the process and criteria in section 24-208 of the Greeley Municipal Code.

Parking design.

- Parking landscape design objectives.** Landscape areas required by the Parking Lot Islands and Perimeter Landscape table shall be arranged to achieve the following design objectives. These provisions do not apply when hard permeable surfaces or other materials as approved by the director parking areas are developed, as permitted within PA-A. Hard permeable surfaces or other materials as approved by the director parking areas do not require landscape islands, perimeter landscape, or curbs.
 - All perimeter landscape and islands shall have the proper allocation of landscape materials required by, and be arranged to provide shade, infiltrate runoff, soften large expanses of pavement, and screen parking from adjacent streets and property.
 - In general, no parking or circulation area expanse shall be more than 200 feet in any direction without providing perimeter landscape, internal island, or parking block edge.
 - Parking rows shall be no more than 20 contiguous spaces without landscape islands (end caps, center islands, or peninsulas), or no more than four double-loaded bays without perimeter landscape or a landscape median. This may be adjusted on a specific site plan that results in the same amount of islands and landscape on average for the entire parking lot.
 - No landscape island shall be less than eight feet in any dimension and no less than 160 square feet in area.
 - Any perimeter or center landscape area that contains a sidewalk shall have at least three feet of landscape on one side in order to contribute to the parking landscape requirement.
 - To allow for future phasing, landscaping requirements for parking lots within PA-A may be evaluated at the time of site plan with approval by the director.

Parking lot islands and perimeter landscape

- Location, size and landscape area.** On-site parking shall be designed and located to mitigate adverse impacts on streetscapes and adjacent property. The design standards in the table below are based on the number of parking spaces per area and the location on the parking lot relative to the principal building (front, side, or rear).

Spaces per Parking Block	Front ⁽¹⁾	Side	Rear
201 or more	Must be broken into parking blocks smaller than 150 spaces each	Must be broken into parking blocks smaller than 201 spaces each ⁽²⁾	10% internal landscape islands; AND 10' setback and perimeter landscape
150-200		6% internal landscape; AND 10' setback and perimeter landscape	6% internal landscape islands; AND 10' setback and perimeter landscape
51-149	10% internal landscape island 10' perimeter landscape; AND 20' front setback	6% internal landscape islands; AND 5' perimeter landscape	6% internal landscape islands; AND 5' setback and perimeter landscape
15-50	6% internal landscape islands; AND 5' perimeter landscape; AND 10' front setback	5' setback and perimeter landscape	5' setback and perimeter landscape
Under 15	5' perimeter landscape; AND 5' front setback	5' setback and perimeter landscape	5' setback and perimeter landscape; 0' if abutting an alley

- Any surface parking lot in residential districts shall be no closer than the building setback; parking in nonresidential districts may be located at the setbacks specified in this table, according to the parking lot size.
- Where individual sites require or provide parking areas larger than the maximum size in this table, parking lots shall be broken into "parking blocks" meeting the size, location, and landscape requirements of this table. These "parking blocks" shall be arranged around perimeter landscape, landscape medians, and internal access streets that mimic public streetscapes.

- Sidewalks.** A sidewalk connection shall be provided from the perimeter of the parking lot to the building entrance or building frontage. For parking areas over 200 spaces, a sidewalk connection shall be provided through the parking area and to the building frontage at least once every 300 linear feet of frontage, or as deemed appropriate by the director. Sidewalks meeting this standard may be located along internal access streets, in perimeter landscape, or located in a center landscape median.

DATE:

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03 Sub: 8/8/25

04 Sub: 8/18/25

SHEET TITLE:

Design Standards

Cascadia

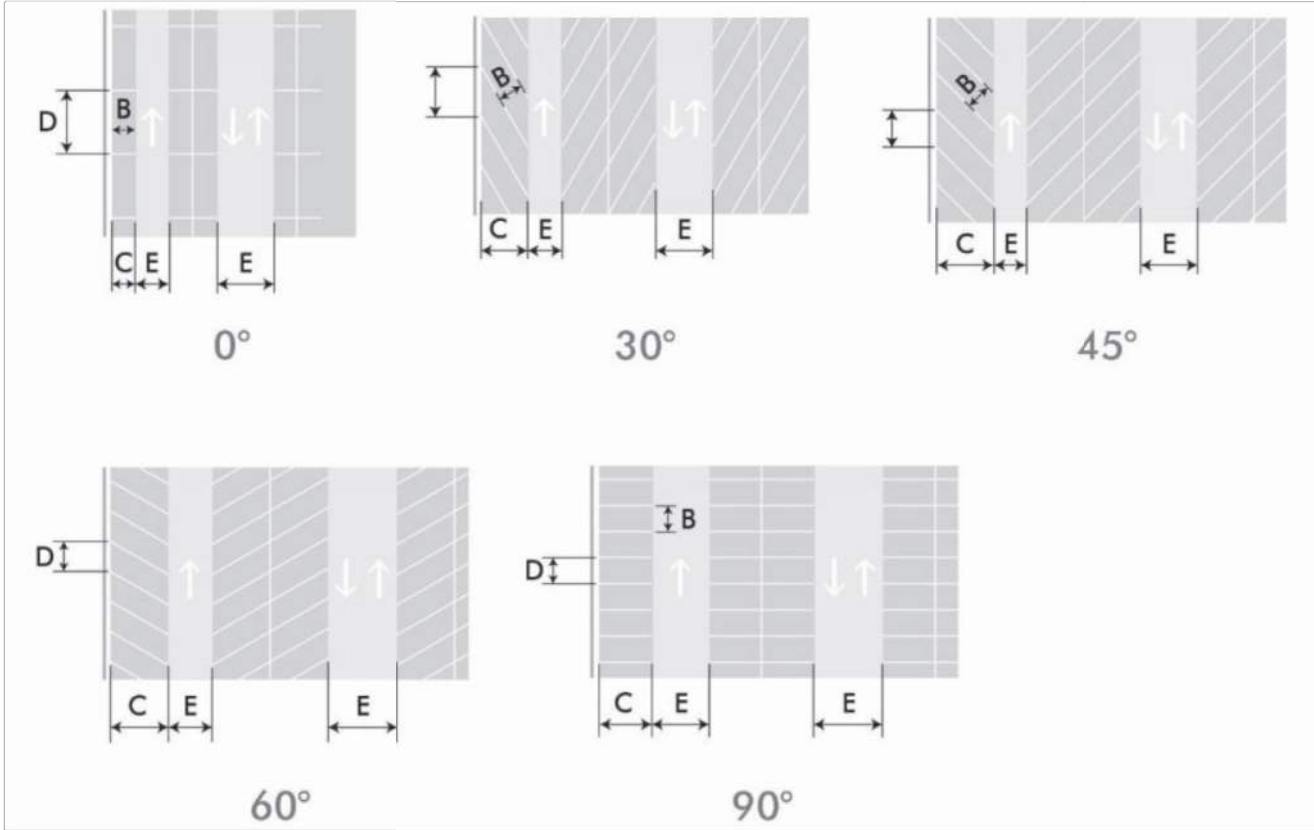
Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
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3. **Parking dimensions.** Parking areas shall be designed to meet the dimension specifications below:

Parking Angle	Width (B)	Depth to Curb (C) (1)	Curb Width (D)	Aisle Width — One-way (E)	Aisle Width — Two-way (E)	Bumper Overhang (2)
0°	8.0'	8.0'	22'	12'	20'	N/A
30°	8.5'	16'	17'	12'	20'	1.5'
45°	8.5'	19'	12'	14'	20'	1.5'
60°	9.0'	20'	10.5'	15'	24'	2.0'
90°	9.0'	18'	9.0'	20'	24'	2.0'
Golf Cart	6.0'	8.0'	N/A	N/A	N/A	N/A

1. Where angled parking is interlocked opposite other angled parking, each can use to the farthest corner of the stall for this dimension.
2. Amount of depth to curb dimension that may overhang landscape area or sidewalk other wheel stop block. If overhanging sidewalk, this amount shall be added to the required minimum sidewalk width.



Parking Dimensions Exhibit

4. **General design standards.**
- A flatwork permit is required prior to the installation of any paving.
 - All required parking shall be on site except as specifically provided in this PUD for credits or shared parking sections or as approved through alternative compliance.
 - No parking space shall be located where it backs into a street or internal access street except:
 - Residential parking in driveways, permitted for detached houses, multi-unit houses, row houses, or small apartments for up to ten parking spaces.
 - On-street parking on streets or internal access streets designed according to the standards in this PUD.
 - All required parking areas shall be used solely for parking of vehicles in operating condition for patrons, occupants, or employees of the use unless specifically authorized otherwise by provisions in this PUD.
 - All parking and access areas shall be designed to adequately address drainage and runoff, including curb, gutters, and inlets, or any other drainage strategy approved by the director to support best management practices to minimize runoff and encourage infiltration of stormwater.
 - All off-street parking areas and driveways shall be graded and paved with asphalt or concrete, meeting the city's design criteria and construction specifications. Exception to this standard applies to parking within PA-A: parking lots paved with hard permeable surfaces or other materials as approved by the director.
 - All off-street parking spaces in parking lots shall be outlined with painted stripes or other similar markings on the surface. Alternative marking solutions are permitted when using hard permeable surfaces or other materials as approved by the director for parking lots in PA-A. All non-parking spaces, such as loading zones, emergency lanes, drive-through lanes, or spaces in front of doorways and entrances shall be clearly differentiated from parking.
 - Alternative compliance.** Alternative compliance to the parking design standards in this section may be authorized according to the process and criteria in section 24-208 of the Greeley Municipal Code, and the following additional criteria:
 - Properties that include large monumentation, artwork, architectural hardscape, or other similar civic spaces, and that locate them in a manner that reduces the impact or perceived extent of surface parking, may request alternate parking location and dimensions.
 - Parking lots designed with bio-retention strategies that cleanse and infiltrate parking lot runoff may request alternate design and construction standards that better address parking lot runoff, subject to installation, maintenance and performance assurances.
 - Alternative all-weather surfaces for parking or storage areas may be approved on residential property located in a rear yard or interior side yard behind the principal building.
 - Dimensions for compact vehicle parking spaces may be reduced to eight feet by 16 feet for up to 25 percent of the total parking spaces on lots over ten spaces, provided signs and a plan for management of the spaces are provided. Additional reductions may be made through an Alternate Parking and Access Plan per the applicable section of this PUD.
 - All or a portion of required parking may be off site subject to the following specific considerations:
 - The parking area is within 500 feet of the subject site for nonresidential and 250 feet for residential, measured along pedestrian connection routes;
 - It is in the same or comparable zoning district;
 - The presence of the off-site lot does not negatively impact potential development on that lot or any lot in the vicinity;
 - There are no pedestrian barriers or other access constraints between the lot and the use;
 - An agreement shall demonstrate rights and control of the off-site property, coordinated with the duration of the use, or a comparable contingency plan is reasonably available if the agreement is terminated. The city may require recording of the agreement or some other mechanism to enforce parking if there is default or termination of the agreement.
 - To allow for future phasing, landscaping requirements for parking lots within PA-A may be evaluated at the time of site plan with approval by the director.

Loading areas.

- Loading requirements.** In mixed-use, commercial, or industrial districts, off-street loading shall be required as indicated in the Load Areas Table, below.
 - The number and size of spaces may be revised based on the operating characteristics of the particular use and determined through site plan review.
 - Loading areas shall be located on a remote portion of the building and site or internal to the block and buffered by other buildings wherever possible.
 - Loading areas and activities shall not interfere with the use of walkways, drive aisles, stacking areas, internal access streets, or public streets.

- Loading shall be screened from public streets or adjacent residential areas in a manner that best limits visibility and mitigates noise, according to the buffer types and design standards found within this PUD.

Gross Floor Area	Required Loading Area and Size
Under 3,000 sf	N/A, or may be shared as noted below 2. Mixed-use buildings or districts.
3,000 - 10,000 sf	1 space; 10' x 25'
10,001 - 25,000 sf	2 spaces; 10' x 25'
25,001 - 40,000 sf	2 spaces; at least one of which is increased to 10' x 50'
40,001 or more sf	3 spaces, plus 1 for every 50,000 sf over 100,000; at least every third space shall be increased to 10' x 50'

- Mixed-use buildings or districts.** In any area, project, or Planning Area designed to promote pedestrian activity or for buildings and sites where more compact building and site design is required, alternate loading standards shall be permitted by the director. Alternate loading standards may include sharing loading spaces among multiple smaller tenants, using side streets, using on-street parking, or using alleys — particularly where there is sufficient spaces during off hours for loading or deliveries, or other similar strategies that avoid designing sites for large vehicle access.

Recreational and oversized vehicles.

- Recreational vehicle and equipment storage.** Recreational vehicles and equipment shall be prohibited from being stored outdoors on residential property.
- Limited parking.**
 - Loading, unloading, and repairs.** Recreational vehicles shall be permitted to park in front yard driveways if located at least three feet in back of the sidewalk, or the front property line where no sidewalk exists, for loading, unloading or emergency repairs for a maximum of 48 hours.
 - Guests.** Guests traveling in recreational vehicles shall be permitted to park the guest's RV in front yard driveways for a maximum period of seven consecutive days if parking is:
 - At least three feet back from the sidewalk, or the front property line where no sidewalk exists;
 - No clear vision zone is adversely affected;
 - Parking shall be limited to one seven-day period per vehicle in 12 consecutive months. The director may grant extensions for one additional week where unusual circumstances warrant. In no event shall an extension be granted more than one time in a 365-day period for a single property unless there is a change in ownership or occupancy of the property.
 - Dwelling.** Recreational vehicles or equipment stored on a residential property shall not be used for temporary, accessory, or permanent living.
- Registration and licenses.** Recreational vehicles, trailers, or equipment shall be operable and be current on all registrations or licenses required by law, and be legally registered to or owned by the owner or tenant of the dwelling where it is stored.
- Oversize vehicles.** Work vehicles exceeding one-ton capacity, trailers exceeding 15 feet in length, tow trucks, taxicabs, limousines or vehicles not typically associated with a residential use shall not be parked at any time at single-family or two-family dwellings, except as follows:
 - For deliveries made to the dwelling;
 - For construction or maintenance work contracted to be done at the dwelling;
 - As allowed associated with permitted home occupation standards and conditions; or
 - When the occupant of the dwelling has obtained a minor variance from the community development department based upon the user of the vehicle being required to occasionally have the vehicle present overnight on the residential premises as part of limited, on-call work requirements that relate exclusively to a public utility (such as Xcel or Atmos) for emergency response or service

Alternate access and parking plan.

- Site plan.** The director may approve an alternative access and parking plan that varies from the design standards or reduces the parking required by up 25 percent, in addition to all other eligible reductions. The application shall be in association with the site plan process in the Greeley Municipal Code the director shall consider the following:
 - The intensity and operating of the proposed use, as well as potential future uses on the site.
 - Evidence of similar uses in similar contexts or other industry standard indicates a lesser number will be sufficient due any of the following:
 - The format of the use;
 - The likelihood that patrons or tenants have reduced car ownership or drive less;
 - The availability and practicality of walking, bicycling or transit access supporting the use; or
 - Other transportation demand management plans proposed by the applicant.
 - The character of the surrounding area and adjacent land uses, and the availability and overall demand on alternative parking within 600 feet, including on-street parking.
 - All potential negative impacts on adjacent property are mitigated by the plan, in terms of parking design, operation, and contingency plans.
 - The reduction will equally or better meet the intent of this PUD.
- Deferral of required spaces.** In either of the above cases, a portion of the required parking may be deferred through the site plan review if the initial occupancy of the premises will be adequately served by the lesser number of spaces and an approved final plan clearly indicates the location, pattern, and circulation of deferred parking. The deferred parking area shall be brought to finished grade, be landscaped, and shall not be used for building, storage, loading, or other purposes. The approval of the site plan shall specify a time, criteria, or occurrences where the director may require construction of the necessary parking.

STREET STANDARDS.

The following standards shall replace Chapter 3. Section 301. Streets of the Greeley Municipal code, except as otherwise noted.

- Street network.** Arterial, collector, neighborhood connector, and local streets (public or private) shall generally be laid out according to the policies of the comprehensive plan, transportation master plan, and other major street, parks, trail and open space plans. In the absence of more specific guidance in these plans, the following standards shall apply to street networks:
 - Blocks and connectivity.** Streets shall be laid out to provide a network of streets and blocks based on the planning context and development pattern as identified below:

Planning Context	Block Size
PAs -A & -B	N/A
PAs -C, -D, -H, & -I	260' min. 1,000' max. or 8 ac max.
PAs -E, -F, & -G	260' min. 1,000' max. or 8 ac max. (1)

1. Residential lots minimum 0.5 acres or larger are developed, minimum size block standards do not apply.

- Culs-de-Sac.** Culs-de-Sac are permitted in Cascadia as follows:
 - Due to the unique physical constraints of Cascadia, and the desire to respect the natural and rural character of the land, culs-de-sac will be permitted as follows:
 - Planning Areas -A & -B: Culs-de-sac are not permitted unless other reasonable access is not feasible. If used, maximum length is 500'. If alternative pedestrian access is needed, it shall be provided via trails/sidewalks in easements or tracts that connect to nearby streets or pedestrian systems (or other points of connectivity).
 - Planning Areas -C, -D, -H, -I, and the eastern portion of Planning Area G: Culs-de-sac are permitted with a maximum length of 500'. If alternative pedestrian access is needed, it shall be provided via trails/sidewalks in easements or tracts that connect to nearby streets or pedestrian systems (or other points of connectivity).
 - Planning Areas -E, -F, and the western portion of Planning Area G: Culs-de-sac are permitted with a maximum length of 1,200'. This length is intended to facilitate the type of neighborhood design desired in this specific neighborhood in Cascadia Ranch. These longer culs-de-sac will be positioned between arroyos to provide access to large lot homes. Water looping may be needed to connect through to another cul-de-sac or street. Pedestrian connectivity is only permitted along the low volume traffic streets/adjacent sidewalks back out to the primary street. Other pedestrian connectivity may be feasible to connect a cul-de-sac to adjacent trails or streets, potentially being co-located with any utility looping/connections, when feasible.



Culs-de-sac Constraints Exhibit: Plan is conceptual and for demonstration purposes only.

- 1,200' Culs-de-sac General Notes:**
 - Large residential lot neighborhoods require fewer streets to create the block pattern.
 - Arroyos spacing prohibits connecting streets without significant negative impacts to natural site features (slope, vegetation, etc.)
 - Rural street sections to be used to minimize infrastructure in less dense neighborhoods.
 - Pedestrian connectivity is intended to primarily be along street corridor, either in the street or an adjacent sidewalk. Connections may be made to adjacent trails or other streets when feasible but are not required.
 - Primary amenities include the arroyos and related improvements, therefore other gathering places or spaces are optional in this area of Cascadia.
- Exceptions.** The following are exceptions to the block and connectivity standards:
 - Natural features, parks, trails, or other civic spaces.** Blocks or parcels abutting or containing natural features, topographical constraints or otherwise creating parts of the public parks or common space system, may be larger provided the proposed street layout preserves these features and integrates them into public realm design for the area.
 - Regional transportation routes.** Blocks or parcels abutting significant regional transportation routes that impede local network connectivity, such as highways or rail rights-of-way, may be larger provided the street networks and development patterns achieve local connectivity in all other ways possible.
 - Rural lots or future development tracts.** Property divided into lots of at least five acres for rural or very low-intensity development, or tracts reserved for future development, may exceed block limits provided development is arranged to allow future streets in compliance with these regulations and a logical pattern of re-subdivision can occur with minimal disruption of buildings, utilities, and other structures.
 - Oversized parcels.** Where oversized parcels are platted for special land uses or projects that involve large-scale buildings and development patterns, such as campuses, large-scale employment complexes, or regional commercial areas, blocks may be larger than specified. Internal access streets shall mimic the block structure specified, to the extent feasible, and create logical extensions and connectivity to the public streetscape beyond the project.
 - Utility Corridors.** Where long runs of utility lines are needed for connections to infrastructure such as transmission lines, pipelines or other services.
 - In any case where streets are not required to connect through exceptions to this section, alternative designs such as loops, eyebrows, closes, or courtyard layouts are preferred over dead ends and culs-de-sac. Options for alternative solutions are presented as part of this PUD. These options are not required or all encompassing, and additional alternative solutions may be presented as part of development applications.
 - External connections.** Streets shall be planned to provide continuation to adjacent undeveloped and future growth areas at intervals of at least the maximum block length, unless justified by an exceptions detailed above. The city may require dedication of right-of-way and construction of streets extended to the boundary line of the property to be subdivided, or approve alternative arrangements for location and timing of construction that equally or better coordinate with anticipated future development of adjacent areas.
 - Half streets.** Street systems shall be laid out to eliminate or avoid new perimeter half streets between adjacent property owners. The full right-of-way width of streets shall be dedicated and half-streets shall only be accepted by the city when it conforms to the transportation master plan.
 - Intersections and offsets.** Streets shall be laid out to intersect subject to the following:
 - Intersection angles should be as near as possible to right angles, and intersections less than 75 degrees are generally not acceptable.
 - Oblique streets should be curved approaching an intersection and should be approximately at right angles for at least 100 feet prior to the intersection.
 - Intersections should be generally aligned with existing intersections on the opposite side of the street, and offsets of the centerlines between 25 feet and 125 feet are generally not acceptable.
 - Intersections of more than two streets at one point are generally not acceptable.
 - Alternative compliance.** Alternative compliance to the street network standards established in this section may be authorized according to the process and criteria found in section 24-208, Alternative Compliance within the Greeley Municipal Code and where the proposed network meets any of the following additional applicable criteria:
 - Better coordinate streets and trail connections with adjacent development, and particularly considering a greater frequency of bicycle and pedestrian connections.
 - Implement any officially approved transportation plan for a specific area.
 - Emphasize unique natural features or better correspond to topography.

- Implement traffic calming** in a manner that improves pedestrian and bicycle connections.
 - Create gateways and focal points within the street network by unique arrangements of streets and blocks.
 - Average block sizes for the project as a whole implement a comparable or greater degree of connectivity, particularly considering the frequency of collector and neighborhood connector streets that can extend beyond the project.
- Street types and design.** This PUD includes street types and typical cross sections to be used within Cascadia. The street types in this PUD provide typical cross sections to implement context-based street design, design "complete" streets, and result in multimodal networks for the various contexts in Cascadia.
 - Alternative compliance.** The design standards shown for each street type in this PUD: street types and cross sections, are typical. They may be administratively modified based on context, and any of the following additional applicable criteria:
 - The director shall consult with the public works director to reconcile any planning, urban design, traffic, and engineering issues.
 - In contexts where there is constrained rights-of-way, unusual topographic conditions, or unanticipated development pattern and traffic issues, specific elements of the cross section may be modified to best reflect the priorities for the street type.
 - Any official plan approved by the planning commission for streets, or applying specific street types or street sections to a particular area, shall be used by the director and public works director.
 - The director and public works director may consult the guidance provided by the transportation master plan, or any other street specification and design guides officially authorized by the city that meet the intent of this section.
 - Intersection design.** Intersections shall generally be designed according to the Greeley Design Criteria and Construction Specifications for streets. The subsections below provide specific and additional considerations to align intersection design with the development patterns and public realm design of a particular area.
 - Corner radii.** In order to balance the competing interest of vehicle turning movements and the safety and distance of pedestrians crossing the street, the director and public works director may approve decreases from the corner radii specified in the design criteria and construction specifications based on the following considerations:
 - The context of a particular development, and in particular, whether walkable development patterns are a priority.
 - The impact that the specified radii has on increasing the distance that pedestrians must cross.
 - The desired speeds of vehicles in the roadway and the desired speeds and volume of turning vehicles.
 - The connectivity of the street network and whether vehicles have multiple alternative routes that minimize frequent turning movements at one particular location.
 - The effective turning radius of vehicles considering other features of the specific cross section, including bicycle lanes, on-street parking or other configurations that impact the actual path of turning movements.
 - The likelihood that large vehicles will make frequent turning movements at a particular location, compared with the ability of over-sized vehicles or unusual turning movements to safely encroach into other areas of the street.
 - Other design guides or industry manuals officially authorized by the city that meet the intent of this section.
 - Sight distance.** Proper lines of sight shall be maintained at all intersections and all vehicle connections to the street. The proper line of sight shall be an unobstructed view from the stopping point on the approaching street, or 15 feet back from the flow line where no specific point is evident, to all points two and one-half feet above the roadway along the centerline of the intersecting street. The distance of the unobstructed view shall be based upon the design speed of the intersecting street specified below:

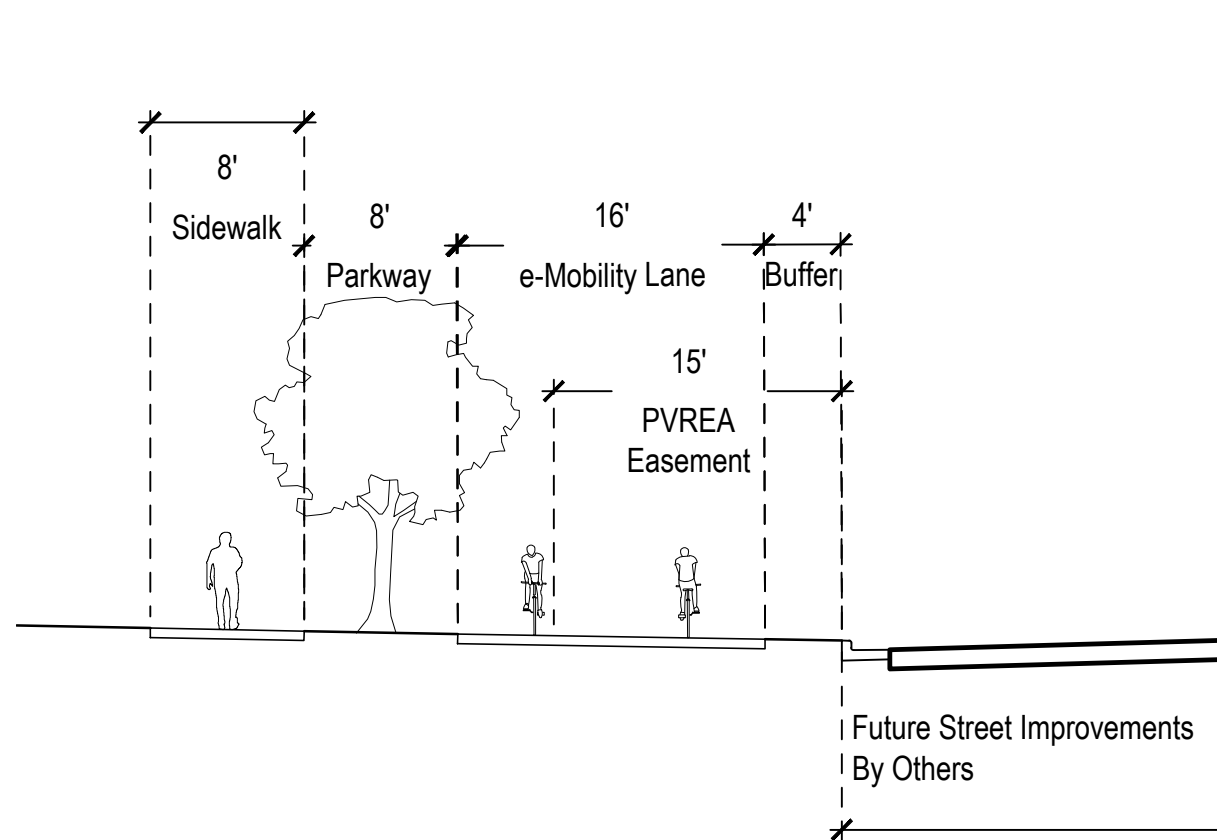
Class & Speed of Intersecting Streets	Left Y Distance	Right Y Distance
Arterial 30-50+ mph	150'	75'
Collector 30-35 mph	120'	75'
Local 25-30 mph	60'	60'

- These distances are typical** to be used under normal conditions and may be modified by the traffic engineer to protect the public safety and welfare under exceptional conditions.
 - No building, structure, vegetation or other type of visual obstruction shall be placed or maintained within the triangle created by the centerline of the street intersection, the stopping point on the approaching street, and the sight distance specified in the table above to the centerline of the intersecting street.
 - Street trees, light poles or other limited narrow obstructions are allowed within the sight triangle provided they do not have any foliage, limbs, or other broad obstructions between 2½ and eight feet and are no closer than 20 feet to the intersecting right-of-way line.
 - Fully controlled intersections where signalization establishes and prioritizes safe turning movements may deviate from the above sight triangle standards if site conditions warrant and based upon a recommendation of the director and public works director.
- Crosswalks.** All intersections and crosswalks shall be designed to address conditions at each specific location, based on the guidance in the transportation master plan and applicable standards in the design criteria and construction specifications. In general or where this guidance does not provide more specificity, sidewalks or trails intersecting with public streets or other vehicle access shall have crossings meeting the following standards:
 - Curb ramps meeting Americans with Disabilities Act (ADA) accessibility standards and guidelines shall provide a direct, non-diverted approach from the sidewalk along the block into the designated or protected crossing area.
 - Crossings on collector streets or higher classification shall be considered for enhanced crosswalks including pavement markings, bulb outs, signalization, refuge islands or other traffic-calming measures that are appropriate to the context of the intersection.
 - Where blocks exceed more than 700 feet between intersections or at other locations of high pedestrian activity, mid-block crossings shall be considered. Mid-block crossing designs and locations are subject to a specific recommendation and approval of the director and public works director.
 - Any crosswalk over 80 feet, or any other significant pedestrian crossing, may require a pedestrian refuge in the median at the discretion of the director and public works director.
- Turn lanes.** Turn lanes for left or right turn movements may be required for specific intersections, based on an approved traffic study and with consideration by the director and public works director. Requirements for turn lanes should be based on careful consideration of the context balancing the impact of crossing distances for pedestrians, vehicle turning speeds, and prioritization of other planning, urban design, and traffic engineering issues. In general, this space should come from reconfiguration of the space within the roadway width near the intersection (i.e., within median space, narrowing lanes, or limiting on-street parking) rather than claiming space from the pedestrian area or streetscape, or rather than widening the road and right-of-way.
- Traffic calming.** In order to meet the desired speeds throughout the street network, to manage volumes in association with the street network, and to meet the city's complete streets policies and intent of this section, traffic-calming strategies may be required in street plans. Traffic calming may include bulb outs and curb extensions, medians and islands, neck downs, vertical diverters, enhanced or raised crossings, and other speed management techniques approved by the director and public works director. (See National Association of City Transportation Officials Guidelines.)
- Engineering and construction specifications.** All other engineering specifications, horizontal and vertical alignment, design details, and technical or construction specifications for constructing streets shall be covered by the City of Greeley's Design Criteria and Construction Specifications for streets, and administered by the public works director.

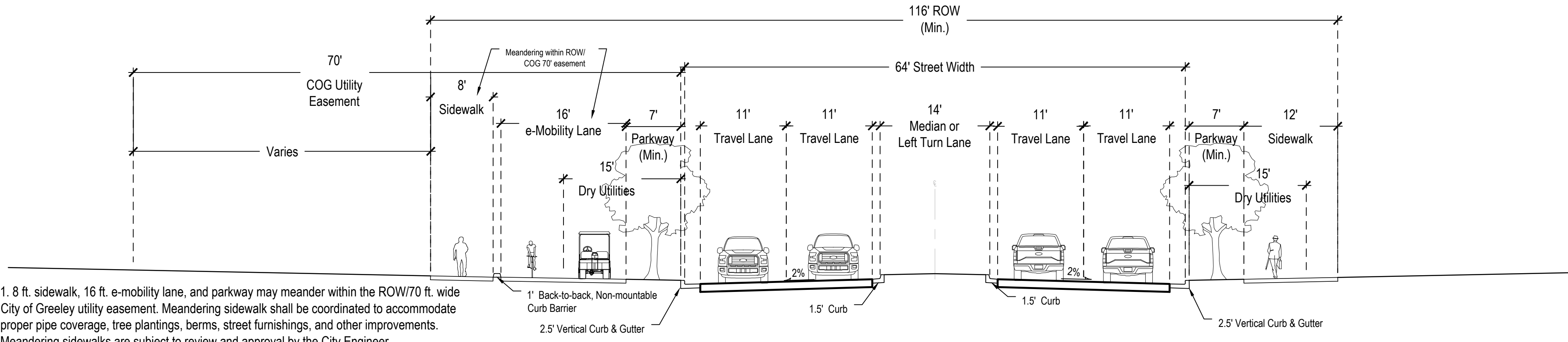
Cascadia Planned Unit Development

Part of the South Half of Section 4 and Section 9, Township 5 North, Range 67 West of the 6th P.M. and
Part of the East Half of the Northeast Quarter of Section 10 and Northwest Quarter of Section 11, Township 5 North, Range 67 West of the 6th P.M.,
City of Greeley, County of Weld, State of Colorado
833.786 Acres
Project Number: PUD2025-0003

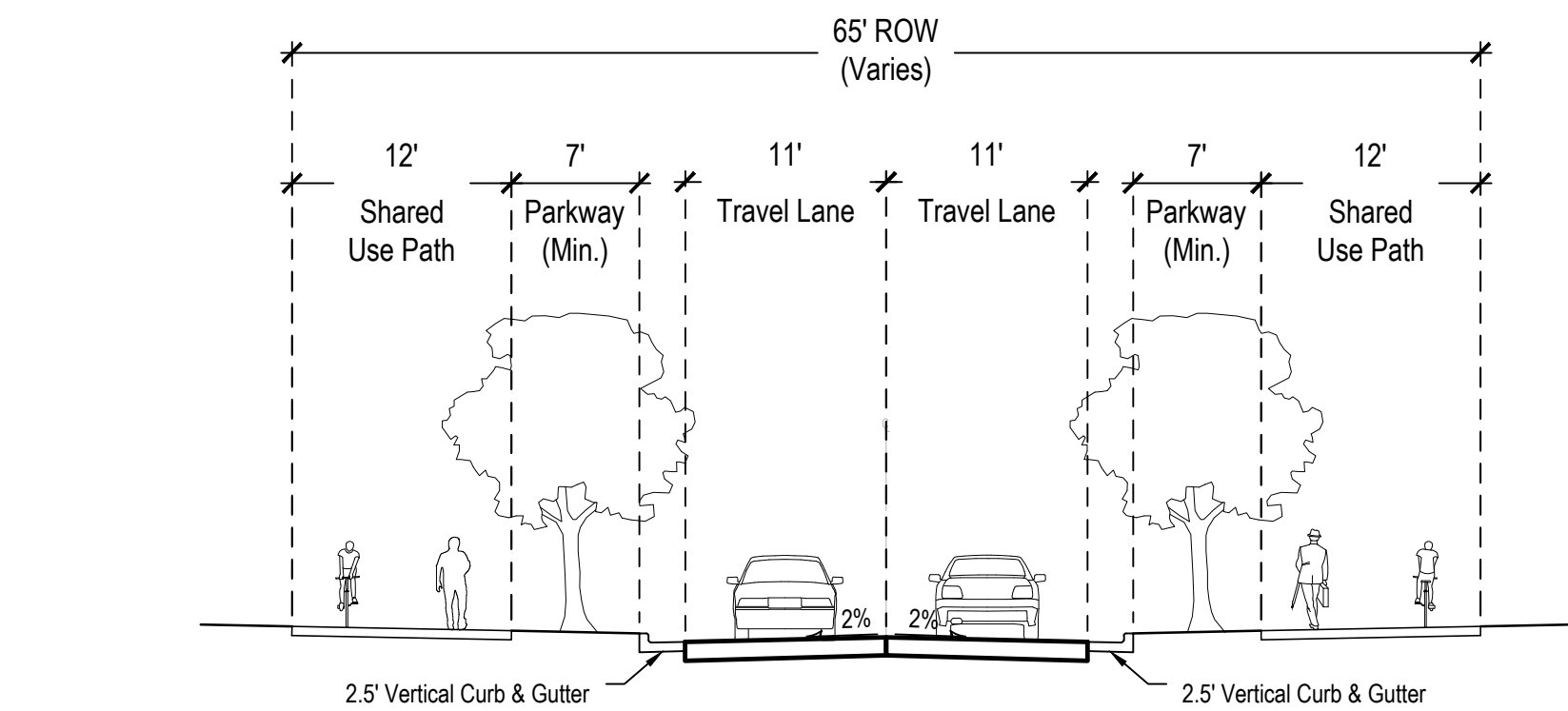
Street Sections



131st Avenue - Looking North
Conceptual drawing subject to change
Not to Scale

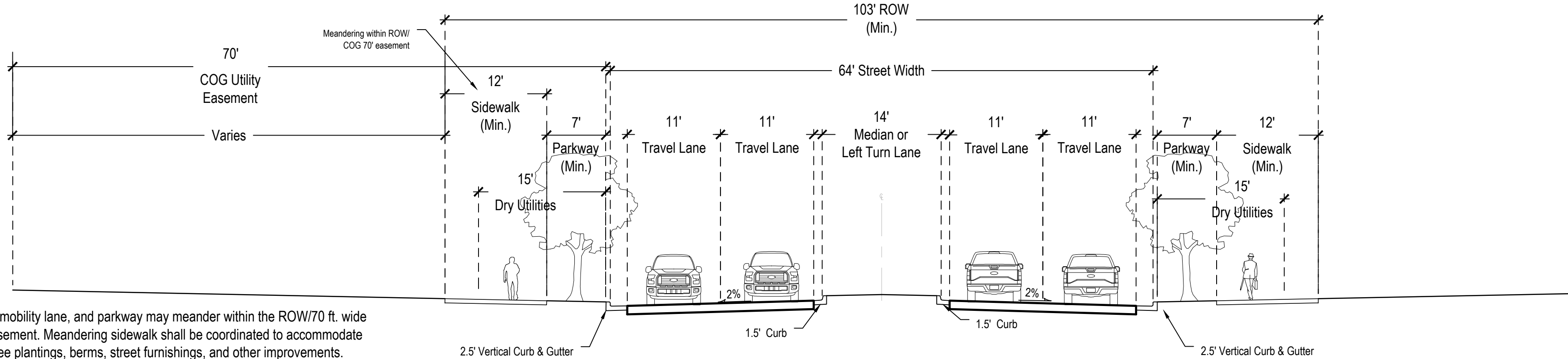


4th Street w/ e-Mobility Lane (East of Bridge) (Looking East)
Conceptual drawing subject to change
Not to Scale



1. When adjacent to Hwy 34, one shared use path may be removed.

Entertainment District Loop Street
Conceptual drawing subject to change
Not to Scale



1. 8 ft. sidewalk, 16 ft. e-mobility lane, and parkway may meander within the ROW/70 ft. wide City of Greeley utility easement. Meandering sidewalk shall be coordinated to accommodate proper pipe coverage, tree plantings, berms, street furnishings, and other improvements. Meandering sidewalks are subject to review and approval by the City Engineer.
2. Parking, sidewalks, paths, e-mobility lanes, parkways and other furnishings are allowed over the utility easement areas.

4th Street (West of Bridge) (Looking East)
Conceptual drawing subject to change
Not to Scale

General Street Section Notes

- Street sections shown are typical conditions. Actual street section details may change per utility and other engineering requirements at the time of build out.
- For 4th Street and streets proposed within PAs -A & -B, a minimum 3 ft width is allowed for a median nose. Other streets within Cascadia are allowed a minimum 3 ft width for a median nose pending City Review.
- Parkways may include landscape, hardscape, site furnishings, berming and other features.
- Parkways may be reduced or eliminated to provide turn lanes.
- The areas located behind the curb may be modified to accommodate alternative pedestrian design solutions, such as plazas, expanded and/or meandering sidewalks, and other types of improvements.

DATE:

01 Sub: 7/11/25

02 Sub: 7/25/25

03 Sub: 8/8/25

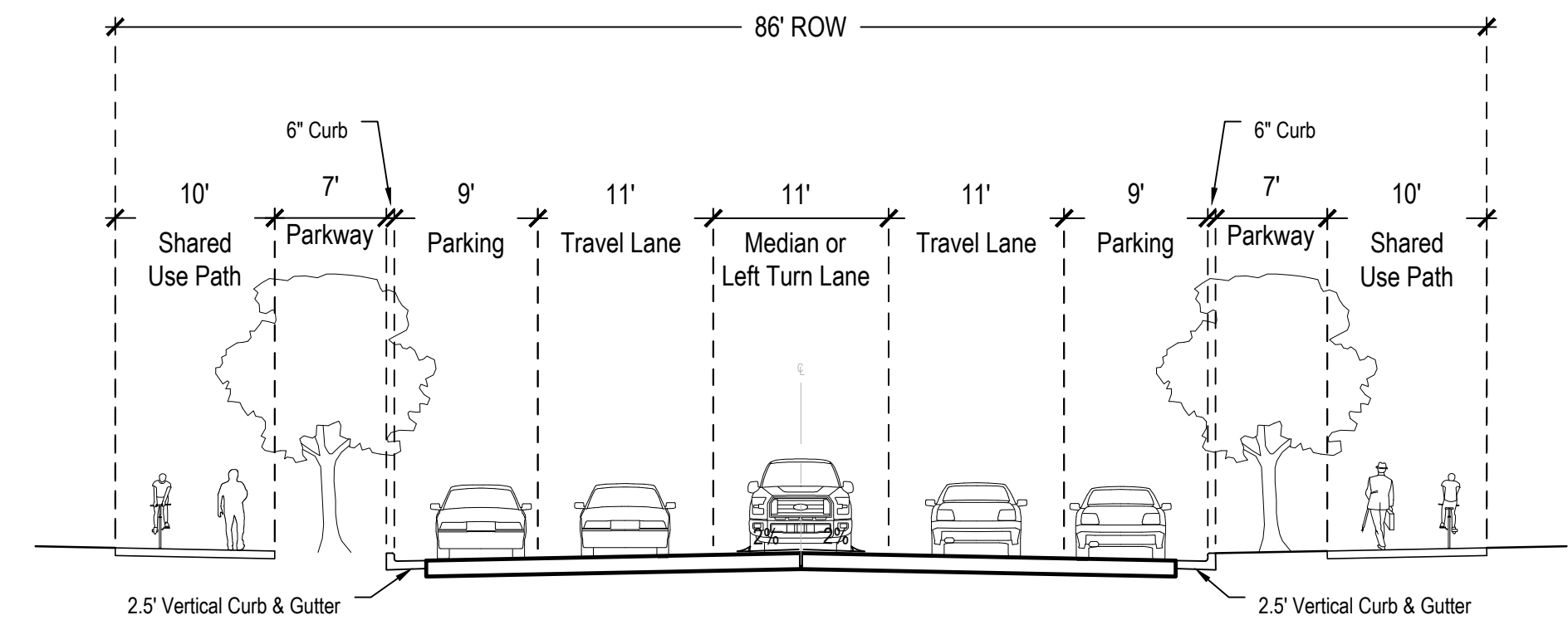
04 Sub: 8/18/25

SHEET TITLE:

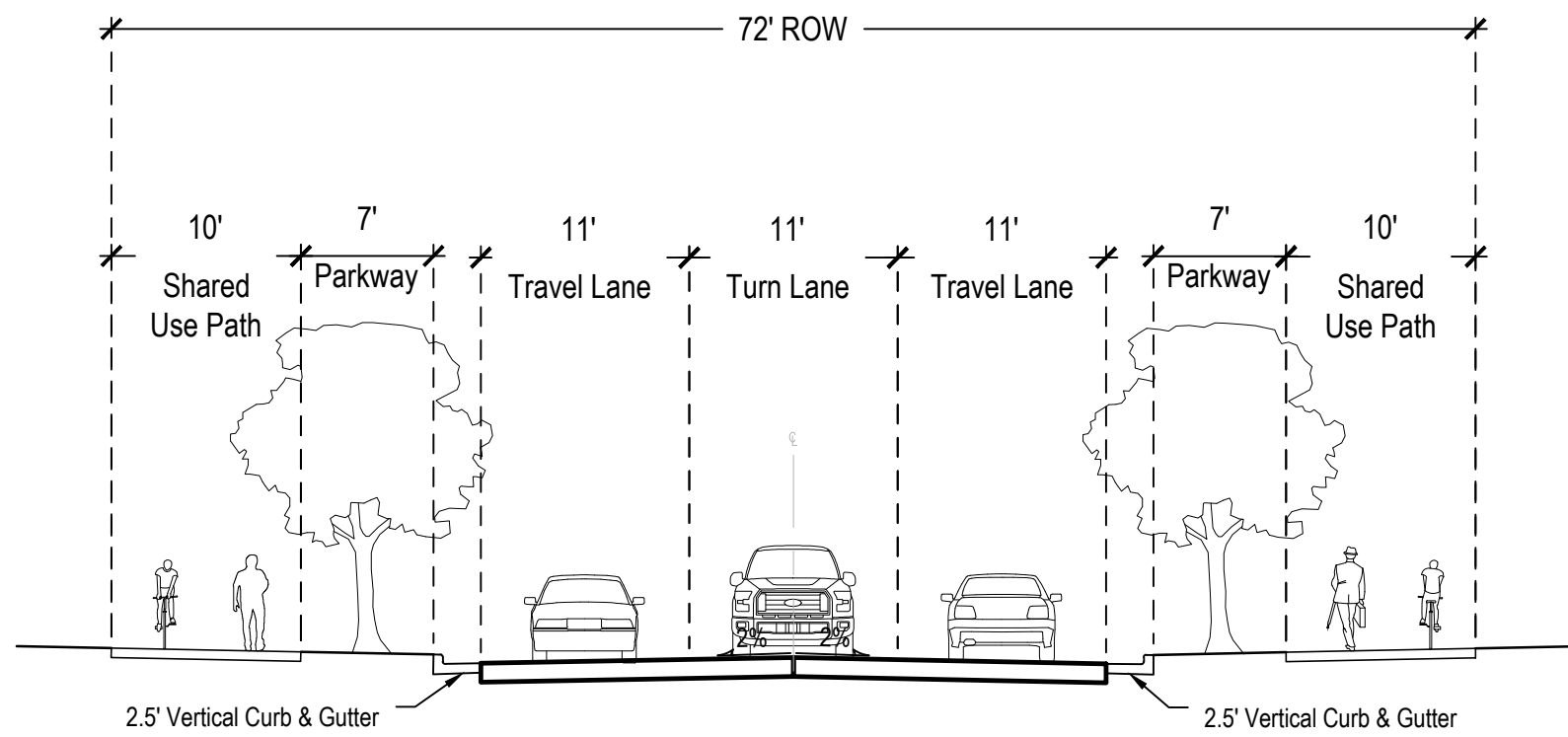
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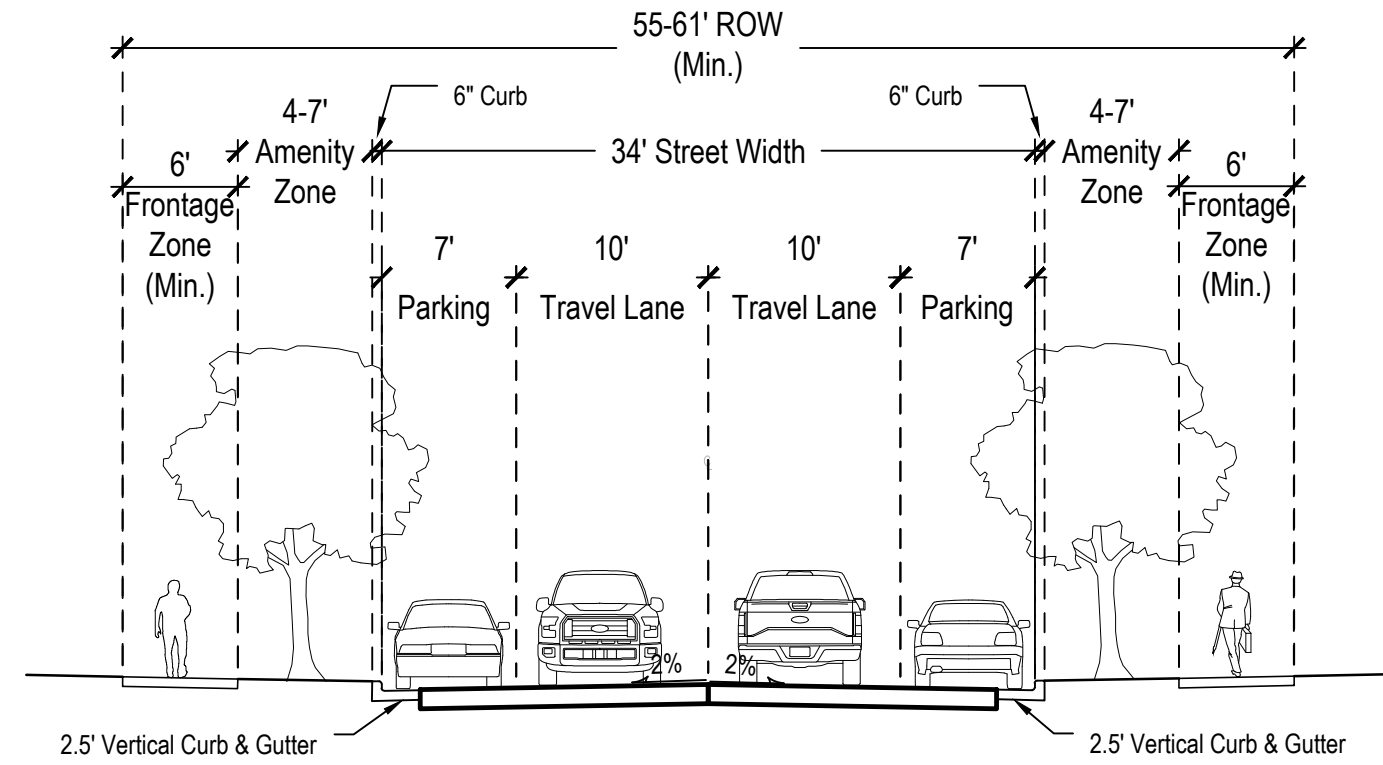
Street Sections



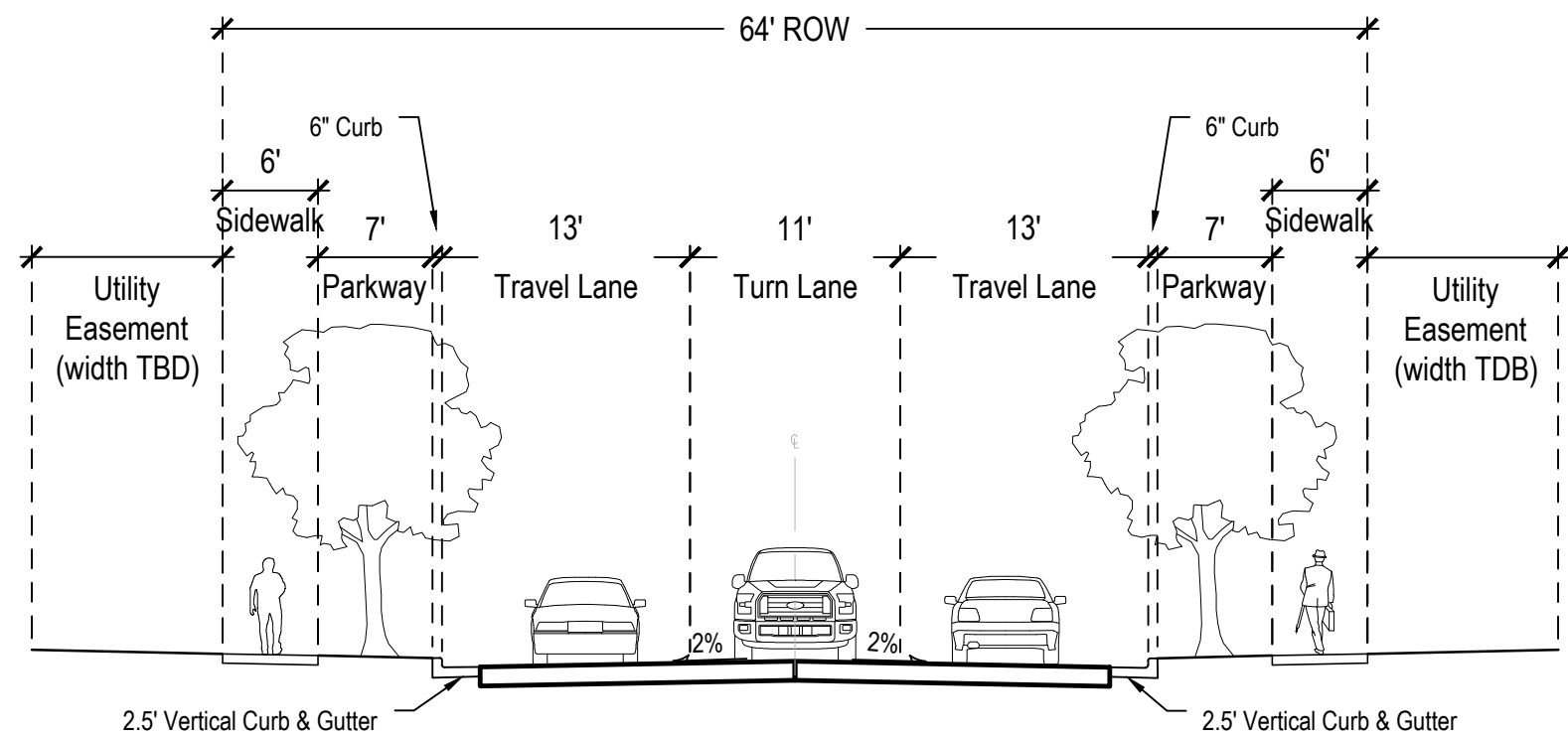
Collector w/ Parking
Conceptual drawing subject to change
Not to Scale



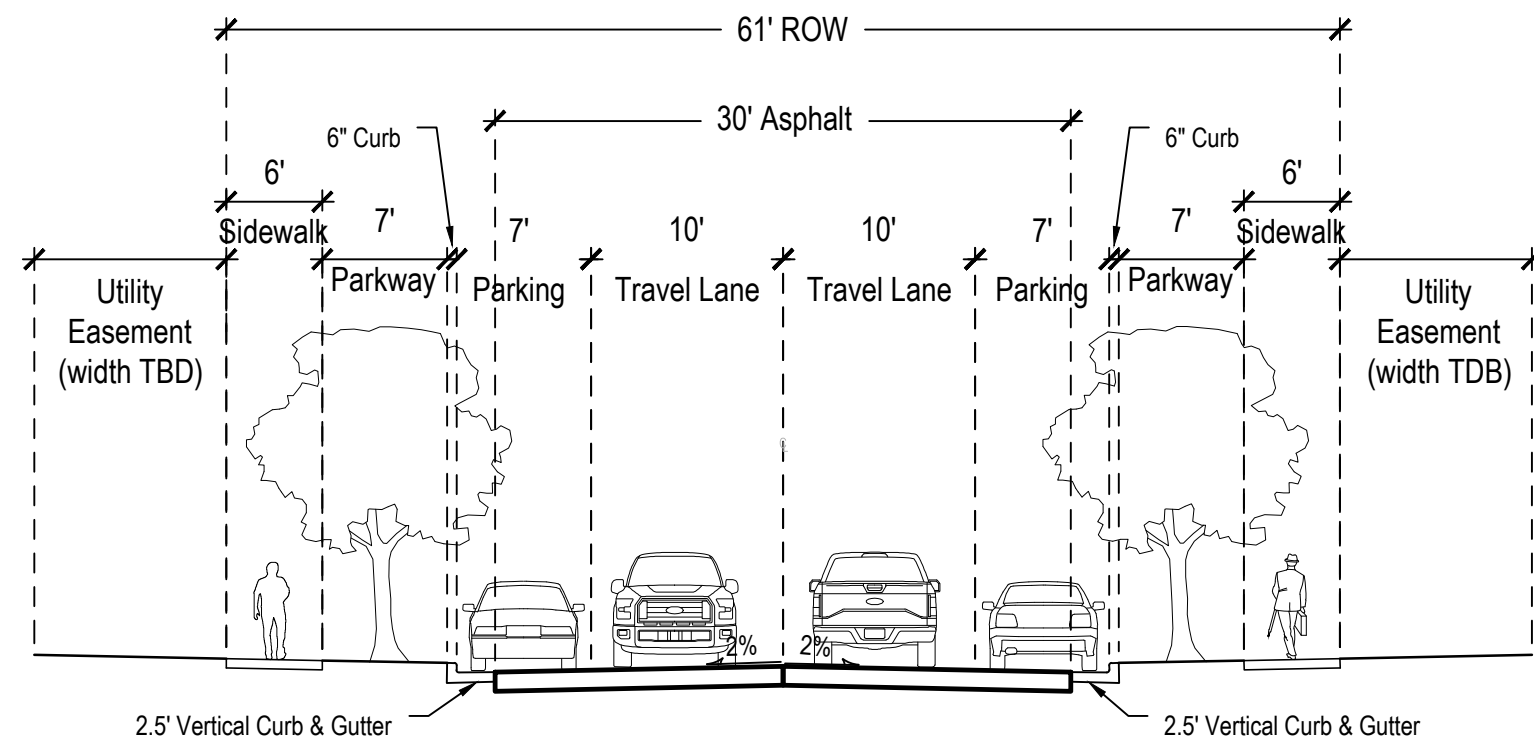
Collector w/o Parking
Conceptual drawing subject to change
Not to Scale



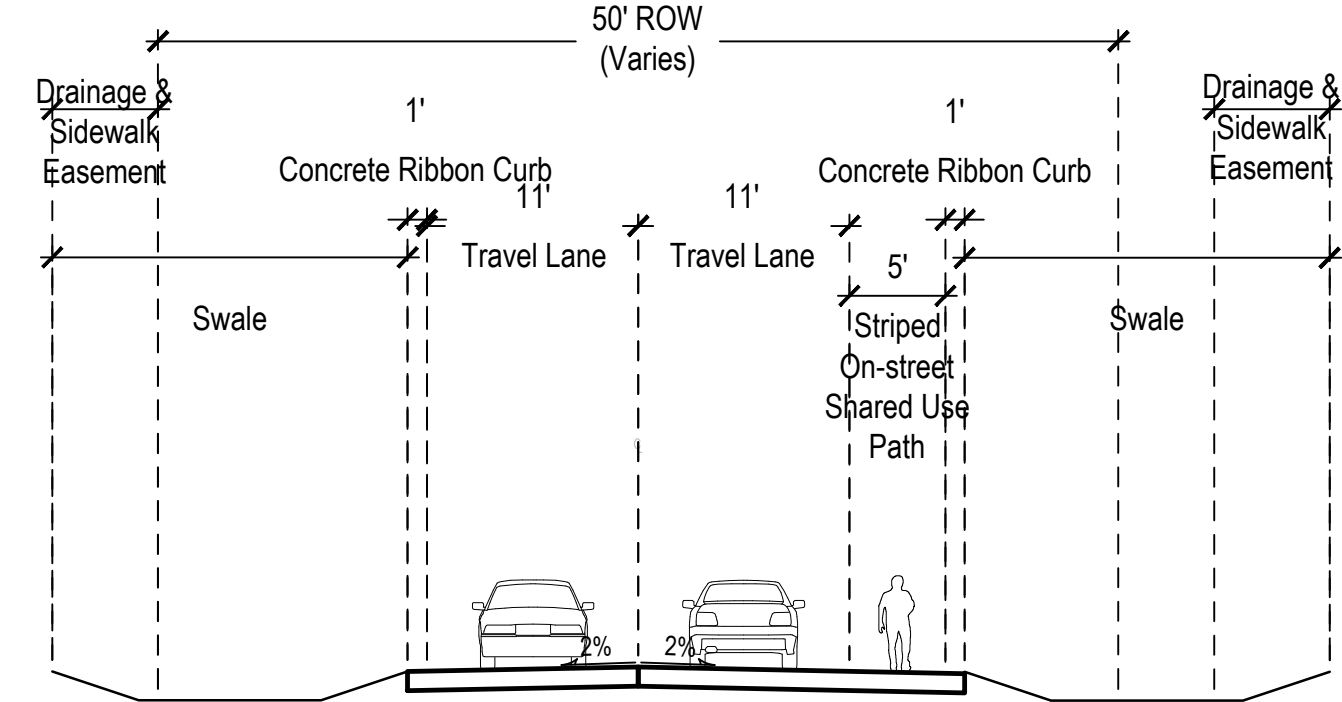
Pedestrian Street
Conceptual drawing subject to change
Not to Scale
Note:
1. The Frontage Zone and Amenity Zone may be combined to accommodate varying uses along this street type (i.e. outdoor dining, plazas with trees in grated planters, accommodating grading conditions where low walls are required, raised seating opportunities, and similar urban character improvements).



Local Commercial
Conceptual drawing subject to change
Not to Scale
Note:
1. 6' wide parkways may be allowed with a root cage system.



Local Residential
Conceptual drawing subject to change
Not to Scale
Note:
1. 6' wide parkways may be allowed with a root cage system.



Rural
Conceptual drawing subject to change
Not to Scale
Notes:
1. No additional sidewalks are required.
2. Swale width and depth varies per drainage solution.
3. Drainage and sidewalk easements may continue any portions of improvements associated with the rural street, including but not limited to drainage swale, drainage structures/culverts, grading, sidewalk, and landscaping. Specific engineering details and ownership, maintenance and liabilities associated with this easement will be determined at subdivisions.
4. A 2' gravel shoulder may be included, as needed.
5. Medians may be added.
6. Sidewalk and/or drainage swale can be located in R.O.W. and/or drainage & sidewalk easement.
7. Rural section is only permitted in PAs -E, -F, and the western portion of PA-G.

General Street Section Notes

- Street sections shown are typical conditions. Actual street section details may change per utility and other engineering requirements at the time of build out.
- For 4th Street and streets proposed within PAs -A & -B, a minimum 3 ft width is allowed for a median nose. Other streets within Cascadia are allowed a minimum 3 ft width for a median nose pending City Review.
- Parkways may include landscape, hardscape, site furnishings, berming and other features with City Review.
- Parkways may be reduced or eliminated to provide turn lanes with City Review.
- The areas located behind the curb may be modified to accommodate alternative pedestrian design solutions, such as plazas, expanded and/or meandering sidewalks, and other types of improvements.

Cascadia PUD
Planned Unit Development
Greeley, CO

DATE:

01 Sub: 7/11/25

02 Sub: 7/25/25

03 Sub: 8/8/25

04 Sub: 8/18/25

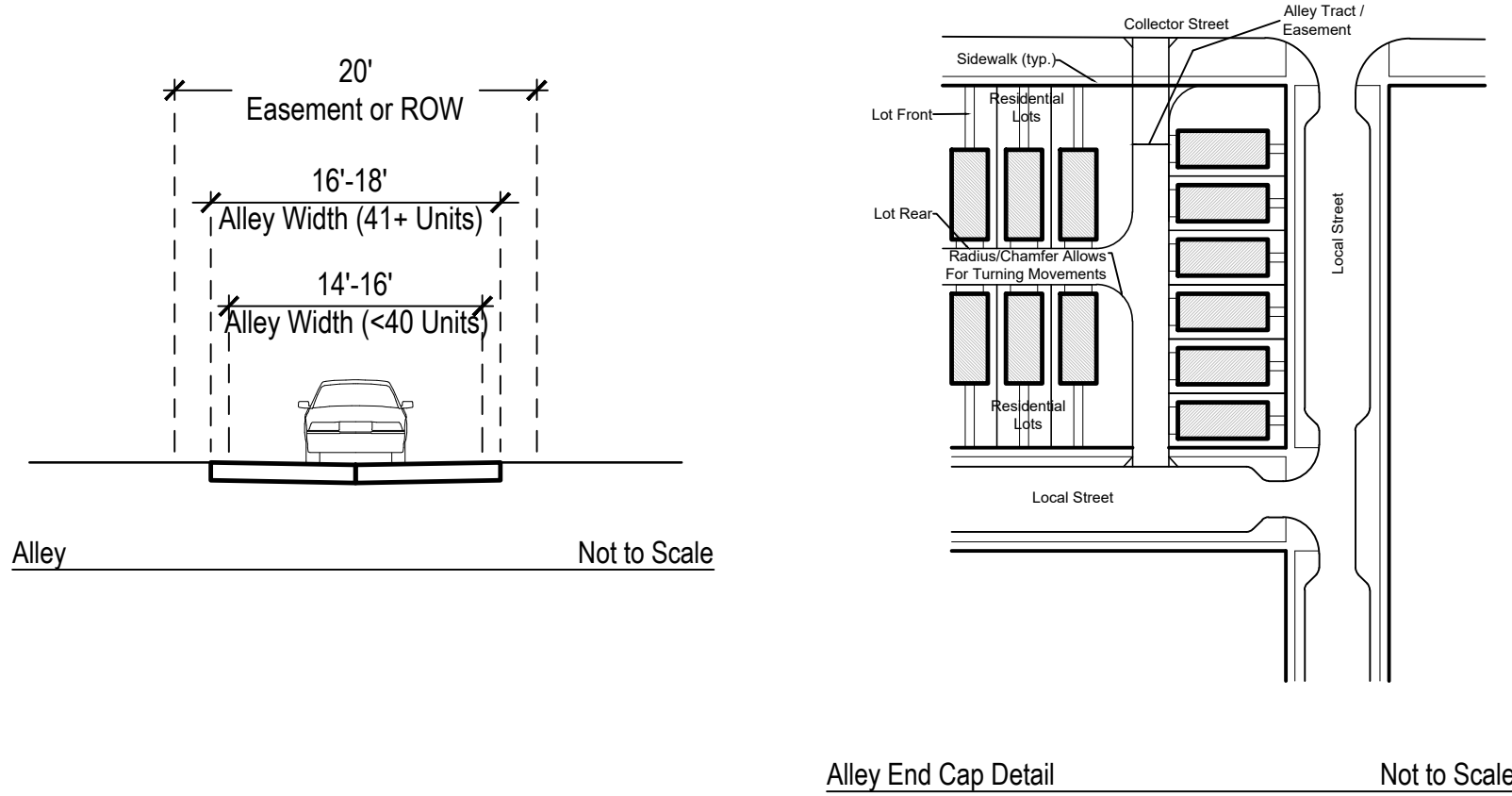
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Street Sections

Cascadia Planned Unit Development

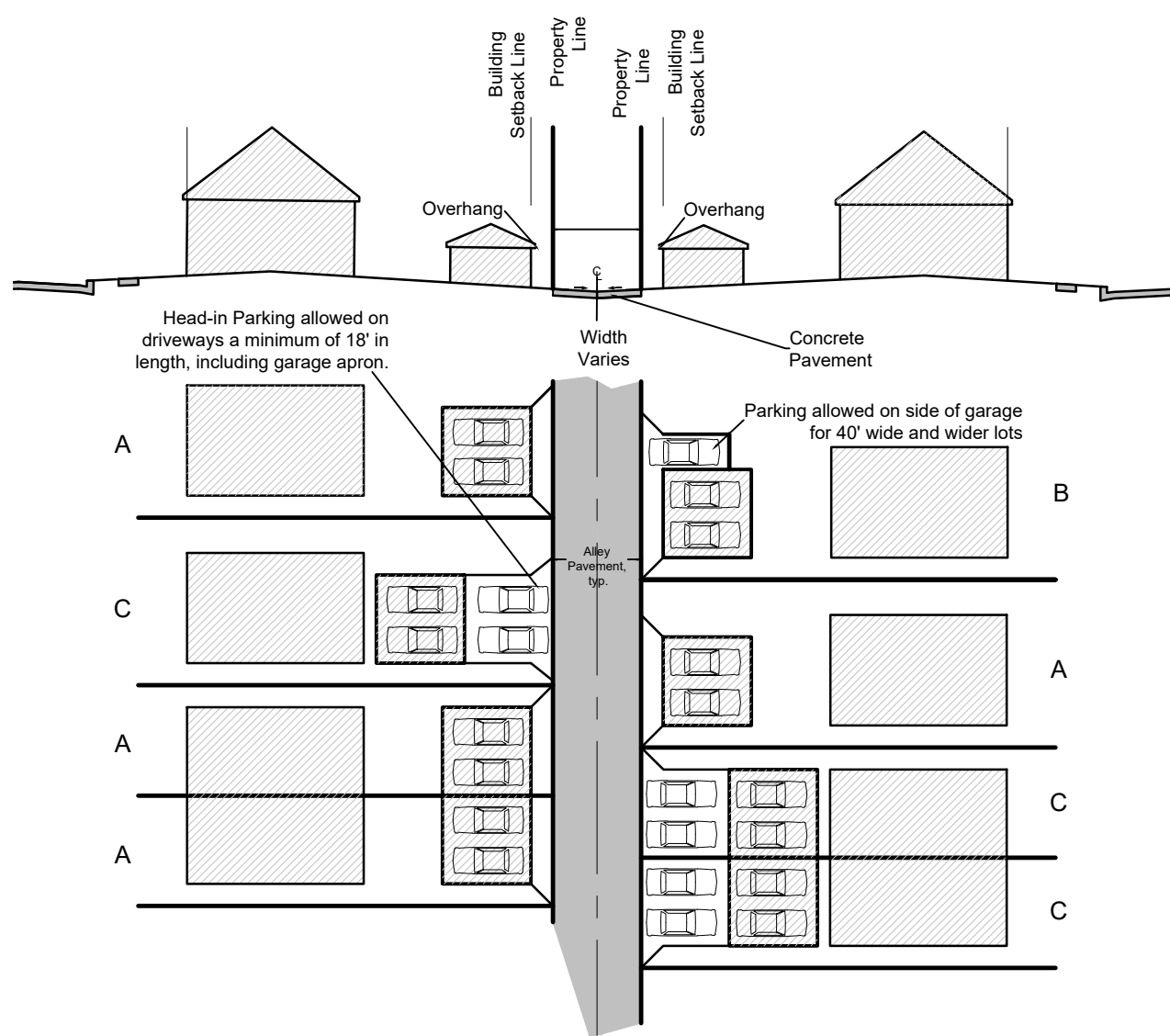
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Alley, Cul-de-sac, and Knuckle Details



Alley Usage General Notes

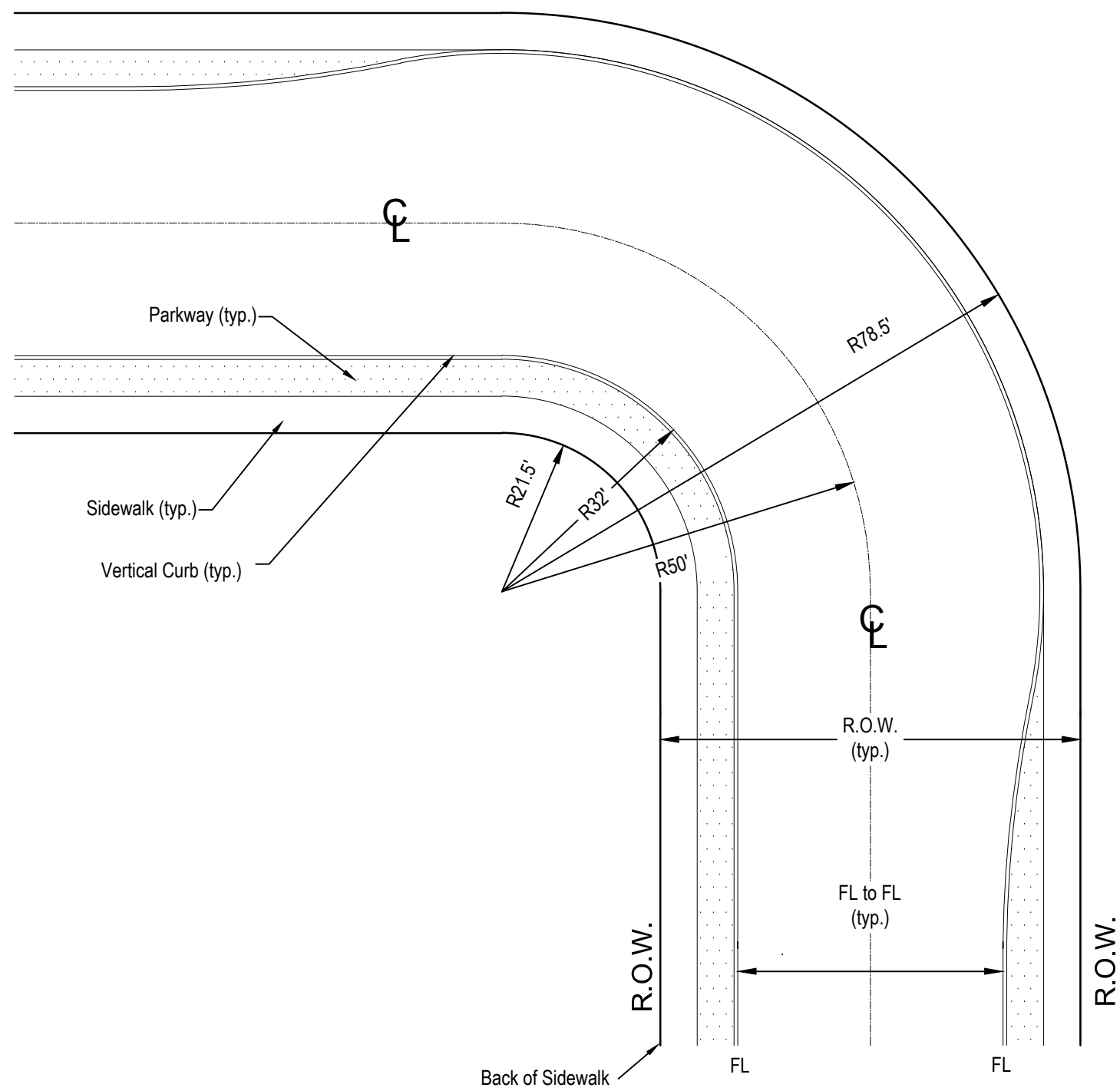
- Garages can be either attached or detached.
- Rear yard fencing on alleys shall be offset from the garage door opening a minimum of 12 inches.
- Alleys shall be private streets owned by HOA or Metro Districts or they may be easements with uses dedicated to HOA or Metro Districts.
- All alley networks longer than 150 ft must have, at a minimum, two (2) access points to a street or acceptable paved vehicular turn around.
- Other parking configurations are permitted, including tandem garages.
- Alleys proposed to provide fire service are subject to current fire standards.
- Alley tract or easement widths are subject to change dependant on utility spacing and parking requirements.
- Private street sections must be reviewed and accepted by the City of Greeley prior to construction.



Alley Parking Conditions

- Notes:
- All parking configurations are permitted in single-family detached, two-family, and row house layouts, per the setbacks specified in the Bulk Standards Chart within this PUD.
 - Parking is prohibited in alleyways. No parking signs shall be posted according to City standards.
 - These are depicting various alternatives to accommodate parking associated with alleys. Other similar layouts and alternatives may also be used to provide parking.
 - Perpendicular parking conditions adjacent to alleys or drive aisles are subject to review at the time of subdivision/site plan application.

Not to Scale



Typical Knuckle Street at 90 Degree Turn - Vertical Curb

(This is not a minimum centerline radius for horizontal alignment of typical curves)

Residential Local Knuckle Detail

- Notes:
- Sidewalks may be attached to Local Knuckle Detail shown and will follow road geometry.
 - Knuckle radii subject to City of Greeley review and approval at the time of subdivision/site plan application.

Not to Scale

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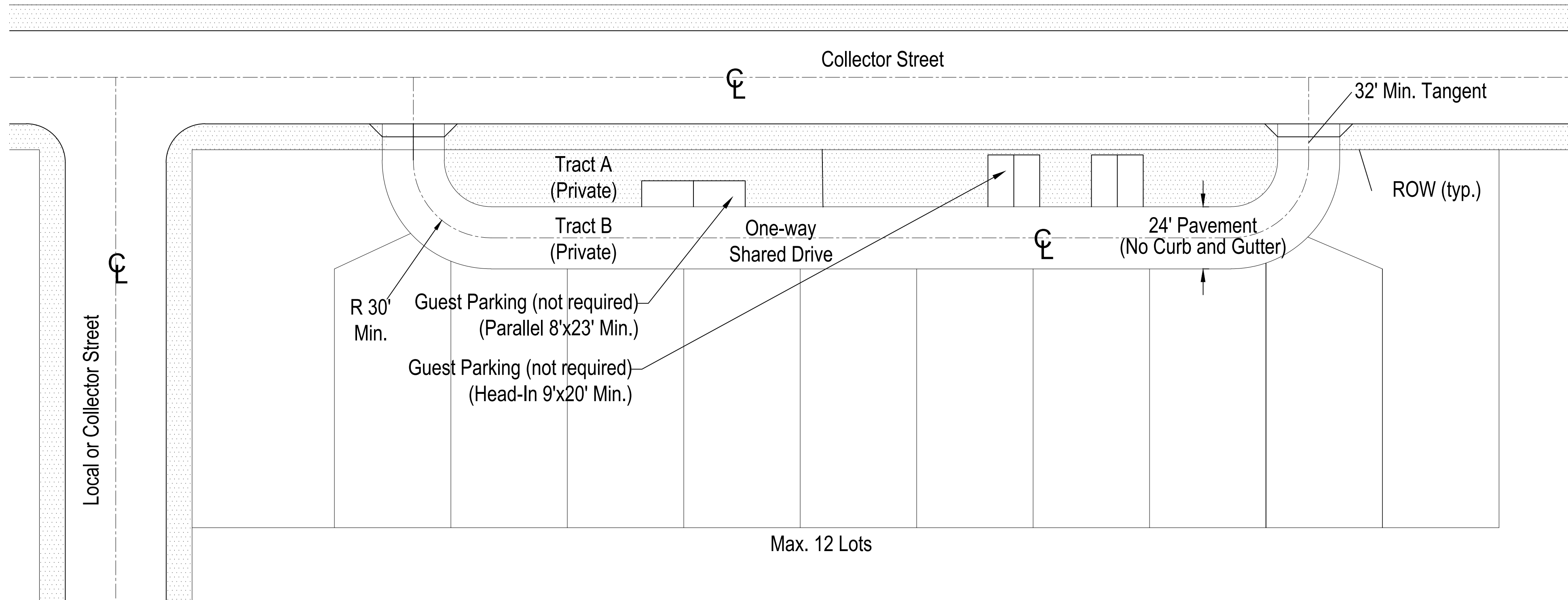
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02 Sub: 7/25/25
03 Sub: 8/8/25
04 Sub: 8/18/25

SHEET TITLE:

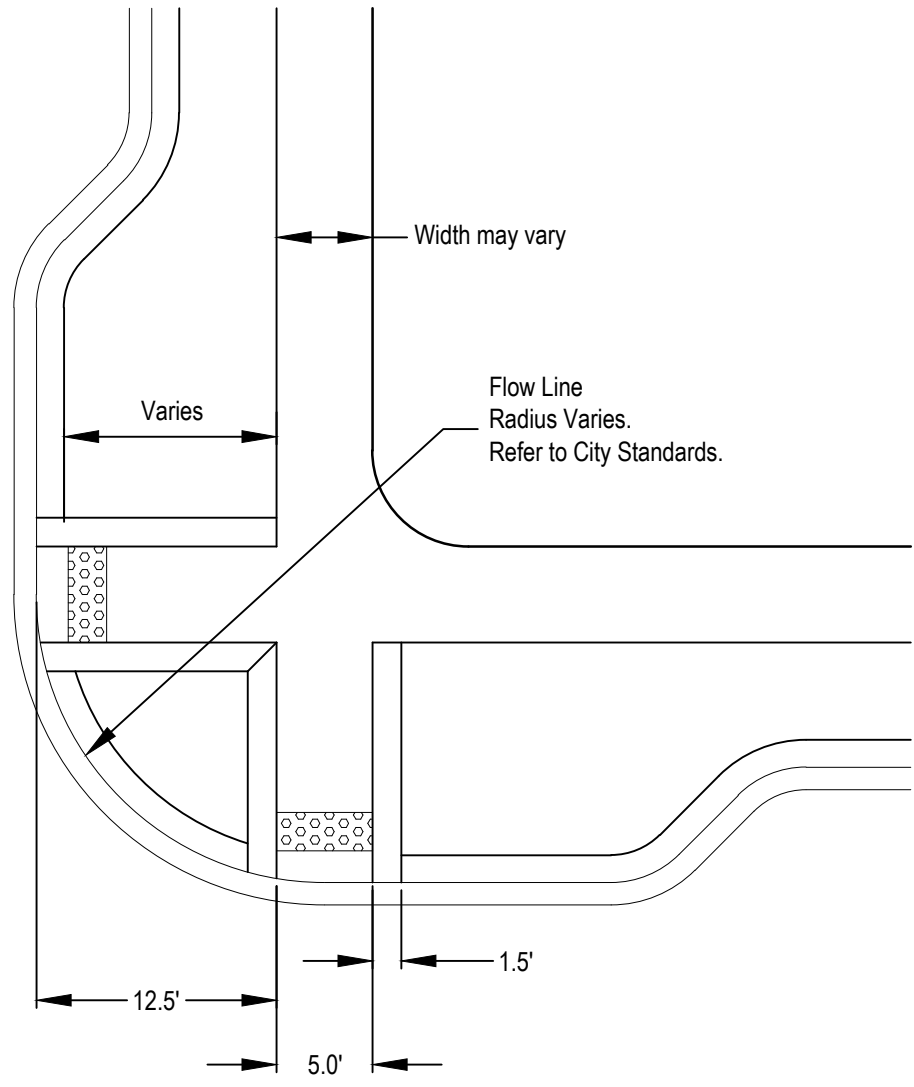
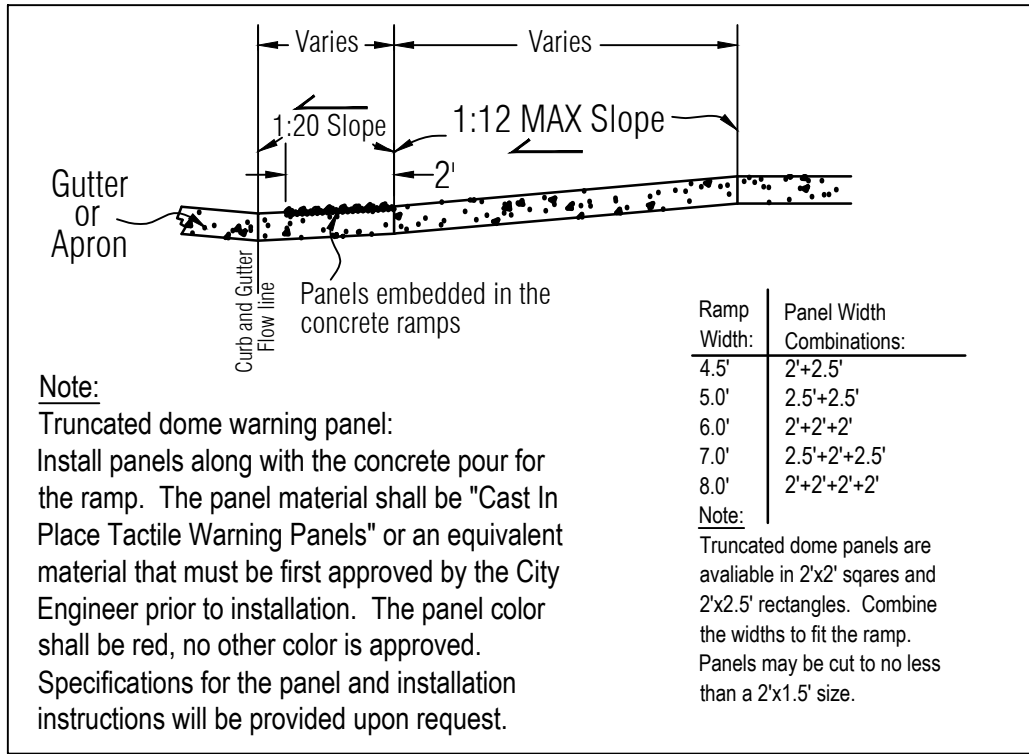
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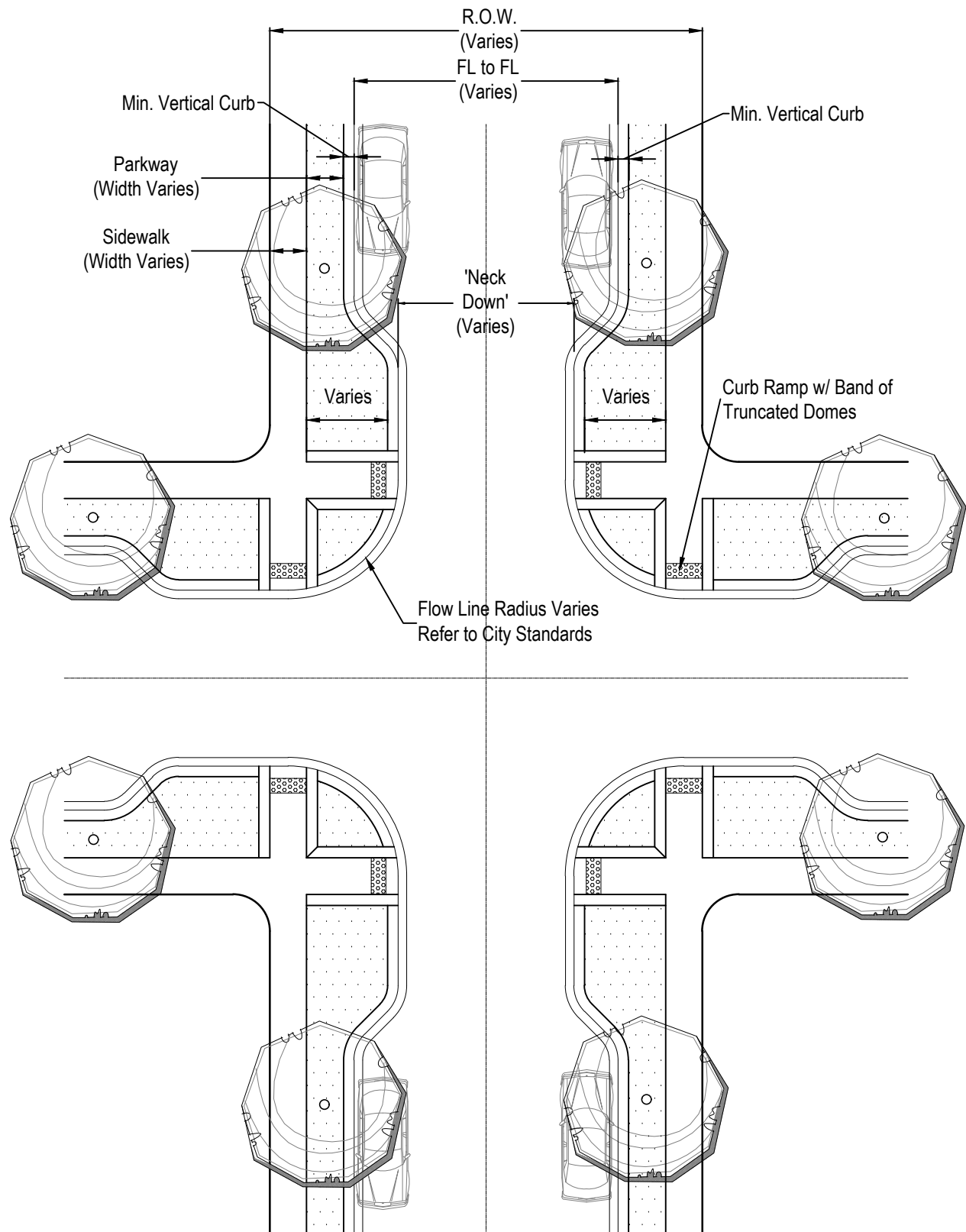
Loop Lane, Ramp, and Bulbout Details



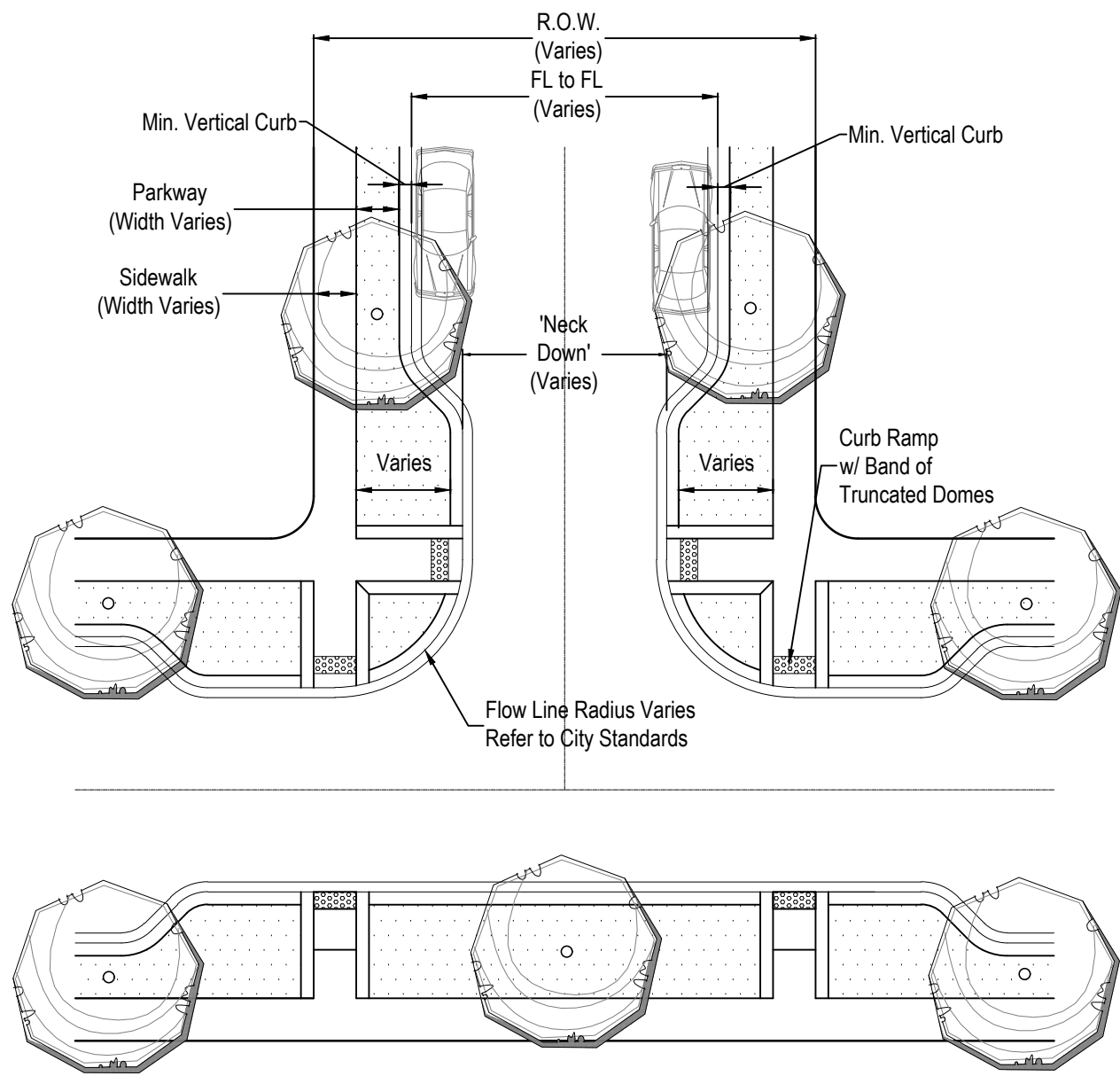
Loop Lane Detail
Notes:
1. Tracts A & B shall be private tracts owned and maintained by the Metropolitan District. Please refer to separate agreement for ownership responsibilities at the time of subdivision at site plan.
2. Loop lanes are considered driveways and are subject to applicable intersection spacing requirements per City of Greeley criteria.
3. Loop lanes are not allowed on arterials including 4th Street.
Not to Scale



Typical Ramp Details
Notes:
1. All ramp details may be used on all intersection types.
2. Final design to be determined at the time of Final Plat/Construction Documents.
Not to Scale



Full Intersection Detail



'T' Intersection Bulbout Detail

Street Intersections With Bulbout Details
Note:
1. Final design to be determined at the time of Final Plat/Construction Documents.
Not to Scale

PARCEL DESCRIPTION

A parcel of land, located in the East Half of the Northeast Quarter (E1/2 NE1/4) of Section Ten (10), and Northwest Quarter (NW1/4) of Section Eleven (11), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 11 and assuming the North line of the NW1/4 of said Section 11 as bearing South 89°29'46" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2631.74 feet and with all other bearings contained herein relative thereto;

THENCE South 00°25'48" East along the West line of the NW1/4 of said Section 11 a distance of 87.95 feet

THENCE North 89°29'46" West a distance of 60.01 feet to the **POINT OF BEGINNING**;

THENCE South 89°29'46" East a distance of 634.19 feet;

THENCE South 47°17'57" East a distance of 323.96 feet;

THENCE North 00°30'14" East a distance of 217.60 feet;

THENCE South 89°29'46" East a distance of 263.26 feet;

THENCE North 60°30'14" East a distance of 120.40 feet

THENCE North 10°00'12" East a distance of 80.02 feet to the beginning point of a curve, non-tangent to the aforesaid line;

THENCE along the arc of a curve concave to the left a distance of 135.14 feet, said curve has a Radius of 815.00 feet, a Delta of 09°30'03" and is subtended by a Chord bearing South 84°44'45" East a distance of 134.99 feet to a Point of Tangency;

THENCE South 89°29'46" East a distance of 1304.94 feet;

THENCE South 06°19'34" West a distance of 40.21 feet to the North Quarter corner of said Section 11;

THENCE South 00°24'51" East along the East line of said NW1/4 a distance of 1564.34 feet;

THENCE South 52°23'22" West a distance of 527.32 feet;

THENCE South 37°36'38" East a distance of 135.10 feet;

THENCE South 52°23'22" West a distance of 351.28 feet;

THENCE North 58°29'28" East a distance of 54.55 feet;

THENCE North 53°20'26" East a distance of 708.60 feet;

THENCE South 00°24'51" East a distance of 7.56 feet;

THENCE South 53°15'13" West a distance of 689.66 feet;

THENCE South 58°13'28" West a distance of 703.00 feet;

THENCE South 53°15'17" West a distance of 130.76 feet to the South line of the NW1/4 of said Section 11;

THENCE North 89°34'09" West along said South line a distance of 1369.60 feet to the East Quarter corner of said Section 10;

Thence along the Southerly, Westerly and Northerly lines of the E1/2 NE1/4 said Section 10 the following Three (3) courses:

THENCE South 89°35'41" West a distance of 1299.39 feet;

THENCE North 00°00'05" West a distance of 2632.07 feet;

THENCE North 89°21'03" East a distance of 1074.70 feet;

THENCE South 00°25'48" East a distance of 314.00 feet;

THENCE North 89°21'03" East a distance of 145.00 feet;

THENCE North 00°25'49" West a distance of 227.26 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 220.568 Acres, more or less (±).

SURVEYOR'S STATEMENT

I, Roy Moesser, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, that it is in accordance with applicable standards of practice, that it is not a guaranty or warranty, either expressed or implied, and that it is true and correct to the best of my knowledge, information and belief.

Roy Moesser - on behalf of King Surveyors
Colorado Licensed Professional
Land Surveyor #30110

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

PARCEL DESCRIPTION

A parcel of land, located in the South Half (S1/2) of Section Four (4), and Section Nine (9), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 9 and assuming the South line of the Southwest Quarter (SW1/4) of said Section 9 as bearing South 89°30'14" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2560.93 feet and with all other bearings contained herein relative thereto;

THENCE North 00°33'25" East along the East line of the SW1/4 of said Section 9 a distance of 50.01 feet to the **POINT OF BEGINNING**;

THENCE continuing North 00°33'25" East along said East line a distance of 1548.09 feet;
THENCE South 89°30'14" West a distance of 500.00 feet;
THENCE South 00°33'25" West a distance of 1548.10 feet;
THENCE South 89°30'14" West a distance of 1931.40 feet;
THENCE North 45°27'33" West a distance of 141.31 feet;
THENCE North 00°16'12" West a distance of 2511.82 feet;
THENCE North 89°55'44" West a distance of 30.00 feet to the West Quarter corner of said Section 9;

Thence along the Westerly and Northerly lines of the Northwest Quarter of said Section 9 the following Two (2) courses:

THENCE North 00°12'36" West a distance of 2692.59 feet;
THENCE South 89°07'14" East a distance of 1581.01 feet;
THENCE North 42°34'18" West a distance of 1173.63 feet;
THENCE North 38°58'01" East a distance of 592.30 feet;
THENCE South 88°32'56" East along the South line of the Northwest Quarter of the Southwest Quarter of said Section 4 a distance of 268.75 feet to the Southwest Sixteenth corner of said Section 4;

THENCE North 04°51'36" East along the East line of the Northwest Quarter of the Southwest Quarter of said Section 4 a distance of 659.37 feet to the Center-North-Southwest 1/64 corner of said Section 4;

THENCE South 88°15'36" East along the North line of the South Half of the Northeast Quarter of the Southwest Quarter of said Section 4 a distance of 1303.22 feet to the Center-North-South 1/64 corner of said Section 4;

Thence along the Westerly, Northerly and Easterly lines of the Southeast Quarter of said Section 4 the following Three (3) courses:

THENCE North 04°30'29" East a distance of 652.58 feet;
THENCE South 88°50'07" East a distance of 2424.64 feet;
THENCE South 00°04'39" East a distance of 2593.84 feet;
THENCE South 01°16'49" West a distance of 30.00 feet;
THENCE North 89°06'31" West a distance of 2632.72 feet to the East line of the Northwest Quarter of said Section 9;
THENCE South 00°30'42" West along said East line a distance of 2625.49 feet;
THENCE South 00°33'25" West a distance of 542.54 feet;
THENCE South 73°09'34" East a distance of 1302.02 feet;
THENCE South 88°43'08" East a distance of 1336.33 feet to the East line of the Southeast Quarter of said Section 9;

THENCE South 01°16'52" West along said East line a distance of 809.88 feet;

THENCE North 88°39'41" West a distance of 408.71 feet;

THENCE South 01°17'24" West a distance of 408.71 feet;

THENCE South 88°43'16" East a distance of 408.77 feet to the East line of the Southeast Quarter of said Section 9;

THENCE South 01°16'52" West along said East line a distance of 399.93 feet;

THENCE South 89°34'02" West a distance of 2565.94 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM a strip of land 100 feet in width as conveyed to The Northern Construction Company in Warranty Deed recorded December 9, 1907 in Book 271 at Page 68, 50 feet on each side of the centerline of the track of the Great Western Railway.

Said described parcel of land contains 613.218 Acres, more or less (±).

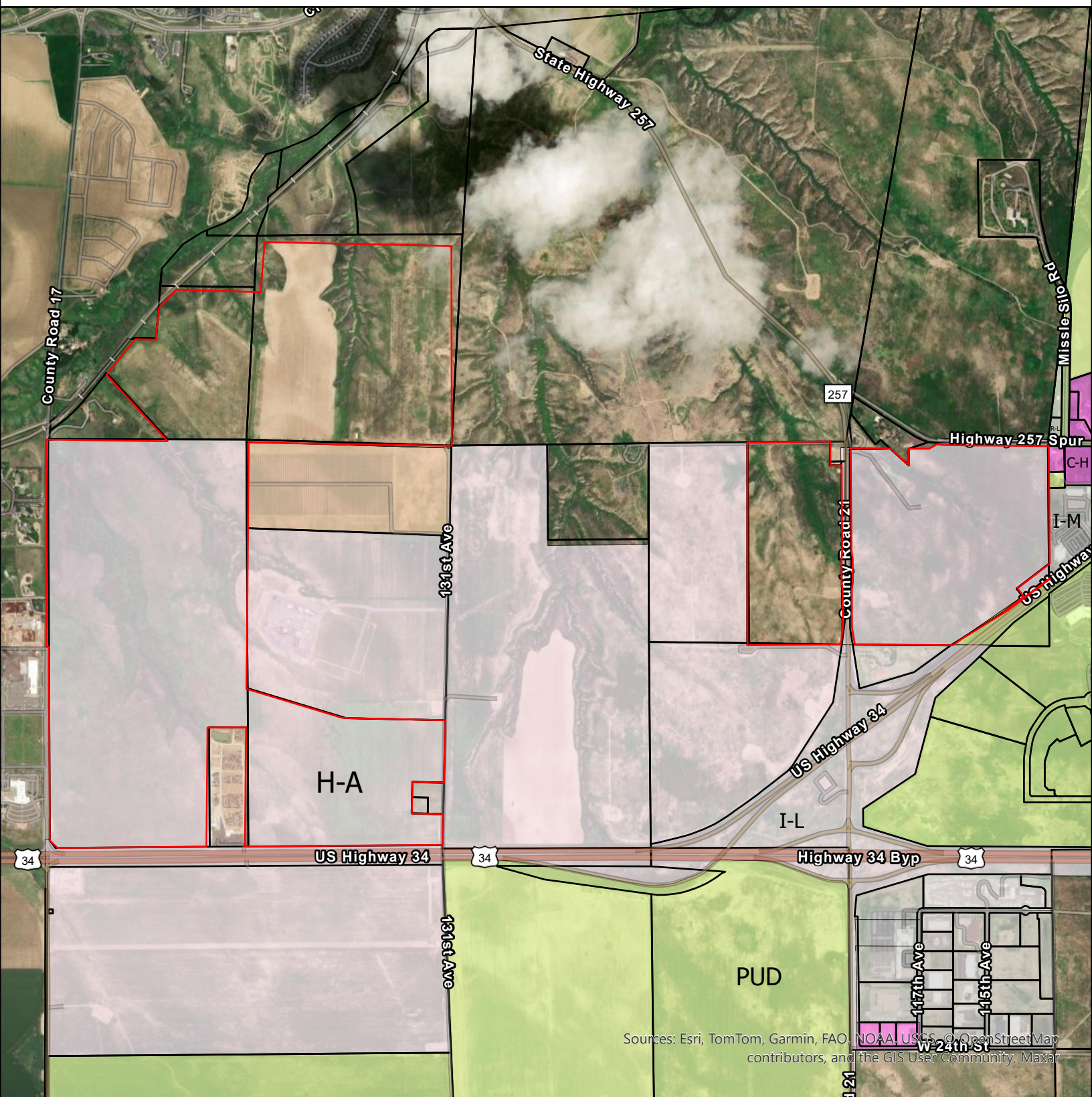
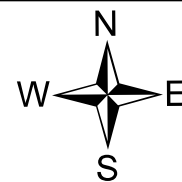
SURVEYOR’S STATEMENT

I, Roy Moesser, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, that it is in accordance with applicable standards of practice, that it is not a guaranty or warranty, either expressed or implied, and that it is true and correct to the best of my knowledge, information and belief.

Roy Moesser - on behalf of King Surveyors
Colorado Licensed Professional
Land Surveyor #30110

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

Vicinity & Zoning Map - Cascadia Boundary

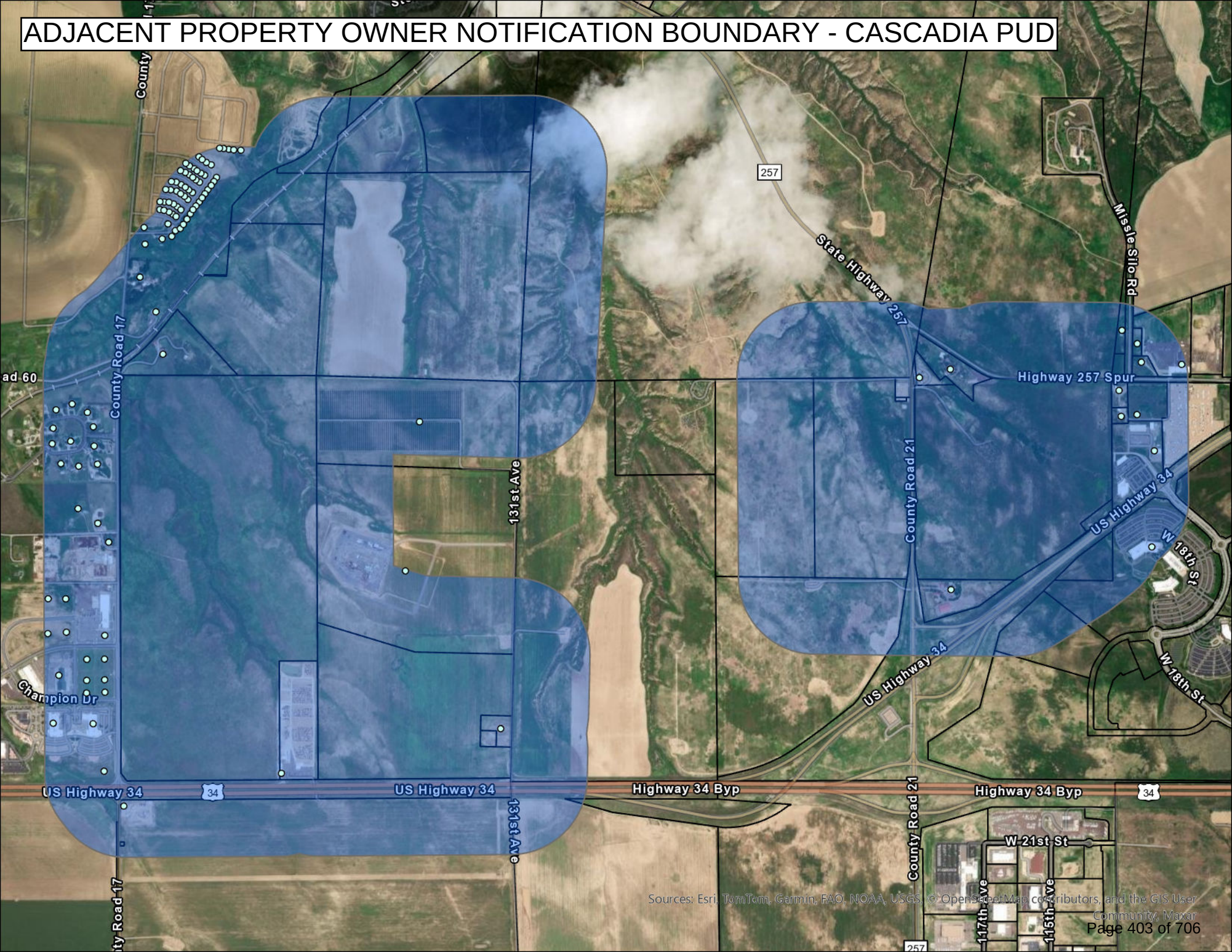


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Maxar

Legend	
Zoning Holding Agriculture (H-A)	Industrial Low Intensity (I-L)
Planned Unit Development (PUD)	Industrial Medium Intensity (I-M)
Residential Low Density (R-L)	Cascadia Boundary
Commercial High Intensity (C-H)	Greeley Parcels



ADJACENT PROPERTY OWNER NOTIFICATION BOUNDARY - CASCADIA PUD





July 9, 2025

Katelyn Puga
Community Development
City of Greeley
1100 10th Street
Greeley, CO 80631

CASCADIA PUD | PROJECT NARRATIVE

Dear Ms. Puga,

On behalf of the applicant, The Water Valley Company, we are pleased to apply for the Cascadia Planned Unit Development (PUD). The proposed development of the Cascadia PUD is envisioned to include a mix of uses: retail, entertainment, commercial, and residential. The proposed Cascadia PUD is being developed in partnership with the City of Greeley, in an effort to support the new Catalyst Entertainment District, approved by City Council in April 2025.

PROPERTY CONTEXT AND BACKGROUND

Development Team

The Water Valley Company

For nearly four decades, the Water Valley Company has had one simple purpose: to rejuvenate the spirit, one happy memory at a time. Everything starts with the land we love. We've spent generations cultivating it so that we leave it richer, more fertile, and more fun for the generations that follow. Every decision we make comes from a genuine desire to grow something great. Something real. To leave a legacy of love that our grandkids will be proud to call their own.

City of Greeley

Since its founding in 1886, the City of Greeley has been defined by its deep agricultural roots and its commitment to innovation and resilience. From its origins as a community built on farming and water stewardship, Greeley has consistently evolved—embracing modern technologies and development practices while preserving the values that have shaped its character. As part of Greeley's continued efforts to grow thoughtfully and sustainably, City Council approved targeted funding in April 2025 to support the creation of a new entertainment district at the western edge of the city. This strategic investment aligns directly with Greeley's long-term vision to diversify the local economy, enhance quality of life, and foster vibrant, connected neighborhoods. The West Greeley Project embodies this vision. It is designed to catalyze reinvestment in an underutilized area, create new employment opportunities, and provide cultural and entertainment amenities for residents and visitors alike. Importantly, the district's programming, design, and activation strategies remain true to the city's heritage — celebrating local identity, supporting small businesses, and incorporating spaces that invite community connection. Through careful planning, infrastructure coordination, and leveraging partnerships, the West Greeley Project reflects the City's priority to develop in a smart, balanced way — growing outward while honoring where we began. It is a tangible example of Greeley's commitment to being a place where history and progress live side by side.

Norris Design

Over the last 40 years, Norris Design has been dedicated to helping the world grow through the power of placemaking. Partnering with clients around the globe, we are transforming the way people live,



work and play. Our integrated approach brings individual disciplines together to design places that get built. We believe in the power of place and the ability our environments have to inspire us all. Every day, we set out to change the world for the better through thoughtful placemaking. We create communities that move people to create lasting memories. We shape the public realm, activating the imagination — then, we bring places to life with unique identities that live and breathe.

Existing Conditions

The total property considered for the Cascadia PUD is approximately 821 acres. The site is vacant/undeveloped land that is located within both the City of Greeley and unincorporated Weld County. The existing zoning is Agriculture (AG) and proposed zoning is PUD. Surrounding land uses include additional vacant/undeveloped land and oil and gas operations.

Project History and Intent

The proposed PUD includes the Catalyst Entertainment District with a hockey arena and youth ice facility, a hotel and waterpark, and a plaza for people to gather and play. The new entertainment district will be owned and maintained by the City of Greeley. In order to support the entertainment district, the surrounding proposed land uses include commercial, retail, residential at varying levels of density, and civic uses. Exact details regarding the size of commercial/industrial facilities, estimated number of dwellings, and anticipated school students are still being determined and will be memorialized in future Subdivision and Site Plan applications.

Key Greeley City Council & Community Discussions:

- July 30, 2024 – City Council unanimously approves a non-binding Memorandum of Understanding (MOU) to explore partnership with The Water Valley Company.
- Nov 2024–Jan 2025 – Conceptual drawings submitted and community engagement launched.
- January 30, 2025 – First Community Meeting on the West Greeley development vision.
- February 1 & March 15, 2025 – Ongoing public forums for feedback on growth, design, and priorities.
- March 27, 2025 – Public meeting to explore financial model behind the project.
- Multiple Council Work Sessions & Meetings (Nov 2024–May 2025) covering:
 - Annexation and zoning considerations
 - Infrastructure and utility planning
 - Financial partnership framework
 - Land use and phasing

Date	Type
May 6, 2025	City Council Meeting
April 15, 2025	City Council Meeting
April 8, 2025	City Council Work Session
April 1, 2025	City Council Meeting
March 25, 2025	City Council Work Session
January 28, 2025	City Council Work Session
November 20, 2024	Council Special Work Session
November 19, 2024	City Council Meeting
November 12, 2024	City Council Work Session



DEFINING CHARACTER OF THE CASCADIA PUD

PUD Planning Areas

The proposed PUD includes (9) Planning Areas with a variety of land uses in each. The land uses include entertainment, commercial, retail, residential and civic uses. A summary is provided in the Land Use Table below:

PUD Summary				
Planning Area	Character Description	Acres (approx.)	Residential Units	Non-Residential Use Square Footage***
PA-A	Entertainment District	99.1	300	
PA-B	Entertainment District	94.8	1,050	
PA-C	Mixed-Use	62.0	300	
PA-D	Mixed-Use	32.0	146	
PA-E	Residential	75.0	99	
PA-F	Residential	138.9	154	
PA-G	Residential	98.4	352	
PA-H	Mixed-Use	73.2	500	
PA-I	Mixed-Use	137.4	500	
Right-of-Way		17.8		
Total		828.6	3,401*	3,200,000**

*The total number of residential units allowed within the PUD boundary may be exceeded by up to 10% administratively, without a formal PUD amendment.

**The total nonresidential square footage allowed within this PUD may be increased by up to 15% administratively, without a formal PUD amendment.

***No maximum for non-residential use gross floor area square footage per Planning Area.

PUD Development and Design Standards

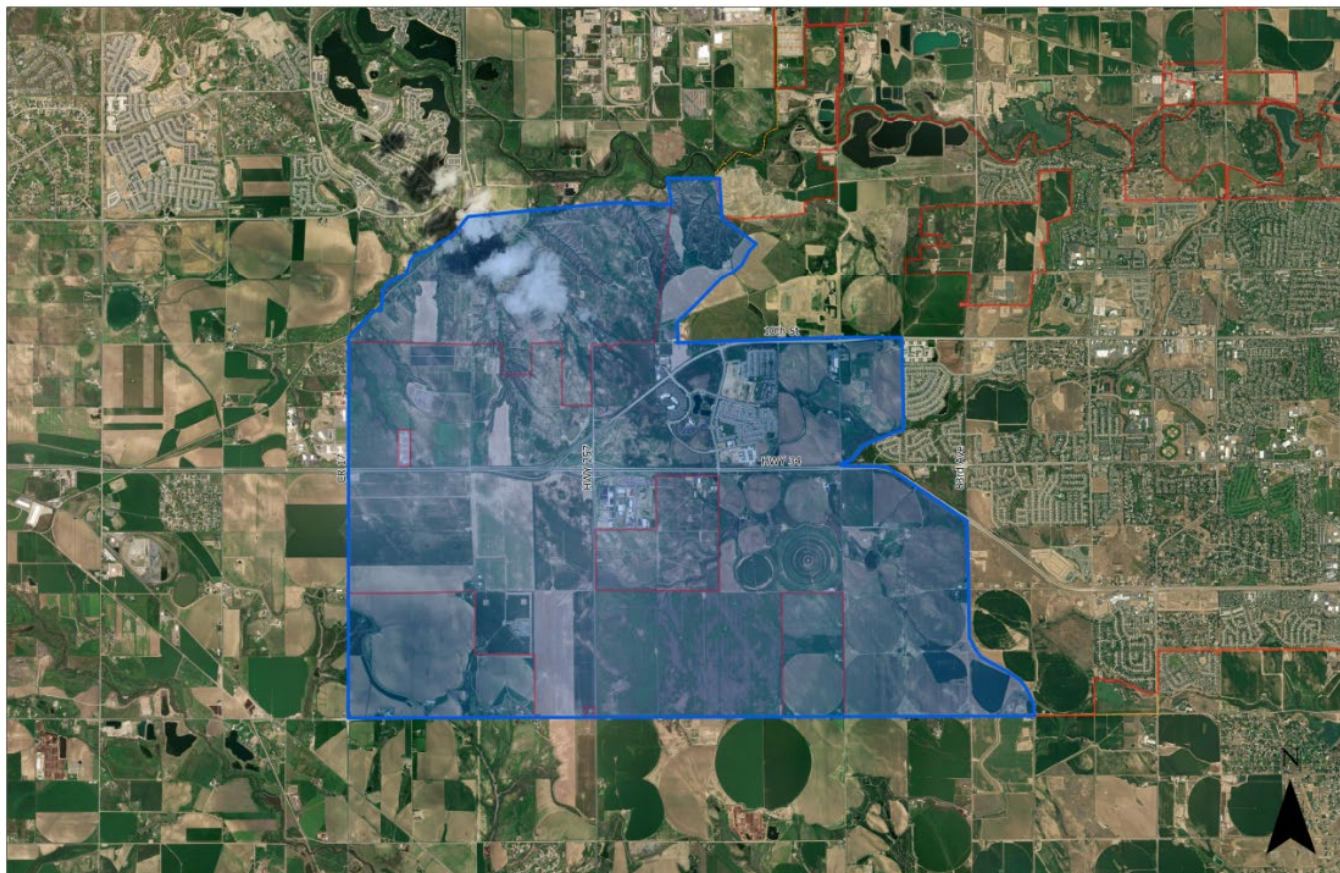
The proposed development and design standards within the Cascadia PUD are based on the City of Greeley's Commercial High Intensity zone district. Starting with an existing zone district in the City, the development team modified sections within [Title 24 of the Development Code](#) in order to fit the proposed development and intent of the Cascadia PUD.

PUBLIC IMPROVEMENTS

GID Area

The City of Greeley and The Water Valley Company are working in close coordination to deliver a robust network of public infrastructure that will support the long-term success of the Cascadia and Catalyst districts — including streets, utilities, mobility infrastructure and regional connectivity.

A General Improvement District (GID) approximately 12,000 acres in size has been approved for the Catalyst entertainment district. The GID area is depicted in the shaded areas of the map below:



This financing mechanism will help fund essential infrastructure through dedicated property taxes and fees within the project area, ensuring that new development pays for the public improvements it requires. Under the Pre-Development Services and Financing Agreement, the City and developer have begun detailed infrastructure planning, including:

- Roadway upgrades and connectivity improvements, such as a new bridge over U.S. 34 and enhancements to the WCR 17 interchange to improve north-south travel and regional access.
- A new intermodal transit hub, which will serve as a Centerplace-style mobility center connecting Greeley-Evans Transit (GET) with future regional routes, enhancing access to jobs, entertainment, and housing.
- Utility infrastructure investments, including new water, sewer, and stormwater systems, funded through the City's Enterprise Funds. These upgrades will serve both the district and the broader West Greeley area as it continues to grow.

These improvements are aligned with Greeley's MERGE Project (Mobility Expansion for Regional Growth and Equity), as well as the City's RAISE-funded transportation and pedestrian improvements. Together, they represent a layered investment in mobility, access and equity—a hallmark of Greeley's long-term growth strategy.

Access and Circulation

The proposed PUD includes general roadway improvements to County Road 17, 131st Avenue, Highway 257, and 4th Street. Various Planning Areas receive access from these improved and updated roadways. Access to the proposed PUD Planning Areas B, C, and E is provided off County Road 17, which runs north to south on the western edge of the PUD project area. Access to PUD Planning Areas A and G is provided off 131st Avenue, which runs north and south at the eastern edge of Planning Areas A



and G. Planning Areas H and I receive their access from Highway 257. Finally, 4th Street is being developed as part of this proposed PUD to bisect the site from east to west and provide additional points of access for Planning Areas A and B. Circulation within each Planning Area will be determined with future Subdivision and Site Plan applications.

ENVIRONMENTAL ANALYSIS

Wildlife Analysis

Pinyon Environmental, Inc., evaluated the potential for the remaining species listed in the IPaC system to occur in the study area based on an assessment of habitat and species distributions (Table 2 in assessment). No federally listed species or habitat were observed in the study area during the site visit. Colorado Parks and Wildlife lists amphibians, birds, fish, mammals, reptiles, and mollusk species as endangered, threatened or of special concern within the state of Colorado. Most of these species are not expected to occur in the project area because the study area is outside of their range or the appropriate habitat is not present. Pinyon conducted a habitat assessment for species identified in the CNHP CODEX list with the potential to occur in the project area, which are identified in the included Biology Reports.

Water Analysis

Pinyon Environmental, Inc., has completed evaluations of wetlands and other waters in the project area. Two ephemeral drainages were identified during their evaluation. Though both primarily showed non-wetland vegetation, an area of ponding was found near the northwest corner of the project area. Pinyon submitted a formal request for an Approved Jurisdictional Determination from the U.S. Army Corps of Engineers. On June 30, 2025, the U.S. Army Corps of Engineers issued a formal determination that the waters in question (as depicted below) are not considered to be jurisdictional waters. The determination letters and supporting forms are included with this PUD project submittal.





REVIEW CRITERIA

Compliance with the Greeley Municipal Code

The Greeley Municipal Code outlines the general and the specific review criteria for Planned Unit Developments in Section 24-205(c). Below are the justifications for each of the criteria:

1. Generally, Review, recommendations and decisions for new PUDs shall be based on the following criteria:

- a. The plan reflects greater consistency with or more specificity in implementing the comprehensive plan than what could be accomplished under application of general zoning districts and development standards.

Response: The Cascadia PUD is consistent with the Imagine Greeley Comprehensive Plan by creating a coordinated and flexible framework to integrate diverse land uses such as entertainment, commercial, residential, retail, and open space. The PUD allows for a more deliberate allocation of uses and infrastructure that align with community goals. Please see the following section where there is a detailed explanation of the goals that the Cascadia development will support.

- b. The benefits from any flexibility in the proposed plan:
 - i. Promote the general public health, safety and welfare of the community, and in particular, that of the areas immediately near or within the proposed project, and is not strictly to benefit the applicant or a single project;
 - ii. Involves innovative concepts that were not anticipated by the development code; or
 - iii. Apply to a unique or specific context in a manner that allows the project to better meet the intent or design objectives of the base zoning districts and standards.

Response: The Cascadia PUD leverages the flexibility of the PUD process to incorporate numerous public benefits such as the Catalyst Entertainment District with a new hockey arena and supporting hospitality and recreation center. The new elements and amenities proposed will promote broader health, safety and welfare for the community by enhancing economic opportunities, increasing access to recreation assets, and fostering a sense of place. The PUD will also accommodate innovative land use and design elements that would not be feasible under conventional zoning.

- c. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the goals and objectives of the comprehensive plan to the area.

Response: The Cascadia PUD includes thoughtful design principles such as walkability, mixed-use development, and integrated mobility and land use planning. The PUD will support long-term City growth by including a variety of housing opportunities and concentrating development near central corridors. The project will preserve open space and recreation while supporting the needs of different demographics. Our project directly supports the goals of the Comprehensive Plan through economic development, housing diversity, and regional collaboration.

- d. The plan meets all of the review criteria for zoning map amendments in section 24-204.
Response: The Cascadia PUD meets the criteria for zoning map amendments, including compatibility with adjacent land uses and compliance with the Imagine Greeley Comprehensive Plan.

Conformance with the Imagine Greeley Comprehensive Plan

The development of Cascadia will provide the City of Greeley and surrounding communities with significant economic diversification, growth, services, housing, infrastructure, and recreation. The Imagine Greeley Comprehensive Plan lays out many goals and objectives that are meant to provide



guidance for how the City and community can work toward achieving the vision set forth in the plan. We believe that the Cascadia development will strongly support the following goals:

- Goal ED-2: Promote desired economic sectors and a diverse local economy.
 - **The development of the Cascadia PUD will provide the City of Greeley with significant economic diversification due to the development of the entertainment district and hockey arena. Around the arena there will be youth sports, a hotel, water park, and outdoor plaza. This annexation and subsequent development will bring a diversity of retail, commercial, and residential housing options to the area and will help promote growth and vitality to the community.**
- Goal ED-4: Facilitate intergovernmental and public/private partnerships that foster successful economic development.
 - **The proposed PUD is part of a larger collaboration between the City of Greeley and The Water Valley Company. CDOT, RTD, and other local intergovernmental agencies are also involved to implement successful infrastructure improvements.**
- Goal GC-1: Manage growth effectively.
 - **The PUD zoning will act as a guide to thoughtful growth in a coordinated and predictable manner. This will also help align infrastructure, land use, and services with the City's overall planning efforts. As noted, the Cascadia PUD will provide significant economic development and growth opportunities including entertainment, retail, commercial, and housing.**
- Goal HO-2: Encourage a broad diversity of housing options.
 - **There will be a large variety of housing options and residential components to the overall Cascadia PUD. Housing types will be diverse and will aim to accommodate and meet the needs of those in different income levels, life stages, and sizes.**

Sincerely,
Norris Design

Mitch Black, PLA
Principal



COLORADO

Parks and Wildlife

Department of Natural Resources

Fort Collins Service Center - Area 4
317 W Prospect Rd
Fort Collins, CO 80526
P 970.472.4300

August 11 , 2025

City of Greeley- Community Development
Planning Division
970-350-9780
planning@greeleygov.com

RE: PUD2025-0003 Cascadia Entertainment District

Dear Planning Division team,

Thank you for the opportunity for Colorado Parks and Wildlife (CPW) to comment on the proposed Cascadia Entertainment District (Project) that is located at Township 5N, Range 67W, Sections 4, 9, 10 and 11. It is our understanding that this is a request for review and comment on the Site plan. It is our understanding that this Project will include a hockey arena and youth ice facility, a hotel and waterpark, and a plaza for people to gather and play. This new entertainment district will be owned and maintained by the City of Greeley.

The mission of CPW is to perpetuate the wildlife resources of the state, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources. CPW has a statutory responsibility to manage all wildlife species in Colorado and to promote a variety of recreational opportunities throughout Colorado. One way we achieve this goal is by responding to referral comment requests, as is the case for this Project.

After review of this project and location, CPW has the following recommendations:

RECOMMENDATIONS:

The Importance Of High Priority Habitats

Developers and permitting agencies can help avoid, minimize, and mitigate impacts to wildlife from their projects by working with CPW. High Priority



Habitats (HPH) are defined as sensitive habitats where CPW has recent maps regarding sensitive wildlife use, plus scientifically-backed best management practice (BMP) recommendations. HPHs are a subset of CPW's species activity maps that we collect and update for a variety of species and their particular habitats; we provide these maps to the public and regulatory agencies for the environmental assessment and land use commenting of proposed development on a given parcel, and general scientific research.

Burrowing Owls

Burrowing Owls are listed as State Threatened and are known to nest in active or inactive prairie dog (black-tailed or white-tailed) burrows or the burrows of other terrestrial wildlife. Because burrowing owls are included in the protections afforded by the Migratory Bird Treaty Act, it is important to avoid actions that could negatively impact the owls, nests, and eggs. There is the potential for Burrowing owls to be present within the project area.

To best avoid or minimize impacts to Burrowing Owls within the project area, CPW recommends the following:

- If development is proposed to occur in a prairie dog colony that has been active within the past 10 years, CPW recommends adherence to CPW's Burrowing Owl Survey Protocol.
- CPW recommends that targeted surveys should be conducted for any activities resulting in ground disturbance between March 15th and October 31st.
- If nesting Burrowing Owls are present, no human encroachment or surface disturbance should occur within a 200-meter buffer of nesting burrows from March 15th to August 31st.
- If Burrowing Owls occupy the site, CPW recommends that earthmoving and other disturbance activities be delayed until late fall after they have migrated.
- If seismic work could disturb or collapse dens containing nests, that work should avoid the nesting period.

CPW appreciates Terracon addressing our recommendations in their report and recommending our recommendations to the applicant. CPW agrees with that plan.

Raptors and Migratory Birds

The Project area contains suitable habitat for nesting raptors and migratory birds. To ensure compliance with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act, CPW recommends consultation with USFWS before construction of the proposed Project. All migratory birds are protected from potential take under the Migratory Bird Treaty Act, and any removal or disturbance of an active migratory bird nest requires prior consultation with CPW and USFWS. Both active and potential nest sites, as well as winter night roosts, should be considered when evaluating potential disturbance during construction. Also, please see our [CPW Raptor Buffer Guidelines Document](#) for recommendations on timing limitations and buffers.

Noxious Weeds and Native Re-seeding

Also of importance is the revegetation of disturbed soils and the control of noxious weed species through the development of a noxious weed management plan prior to initiating construction activities. The revegetation of disturbed areas and control of invasive weed species are important components of the project and it is critically important that the site be restored back to the native plant community that currently exists on site. It is preferable that native vegetation be retained on-site during the operational lifespan of the project, both as potential habitat for wildlife and to ensure successful reclamation of the project area, as noxious weeds could spread to adjacent habitats outside the project area. CPW recommends that the applicant consult with Weld County and the Natural Resource Conservation Service (NRCS) for current noxious weed best management practices.

Lighting

Nighttime artificial lighting has been documented to affect wildlife species of all sizes, from small macroinvertebrates to large mammals. These effects are often species-specific, and in some cases may be beneficial to one species within a local ecological community, but detrimental to another species within the same ecological community. These impacts could be expected year-round and can affect both local resident species and migrating wildlife, which may lead to collisions with other animals and structures, exhaustion, increased depredation, and direct mortality. Nighttime artificial lighting may also disrupt nocturnal species that are not accustomed to a significant increase in artificial light, leading to temporary blindness and disorientation, which may also increase the likelihood of collisions with infrastructure on site. CPW recommends that all

outdoor lighting be down-shielded to minimize disturbance areas and dim the lights as much as practicable.

Per the U.S Fish and Wildlife Service recommendations¹, all outdoor lighting should be limited to warmer colors with “longer wavelengths (>560 nm) and lower correlated color temperatures (CCT<3000 Kelvin degrees)” (“Threats to Birds: Collisions - Nighttime Lighting | U.S. Fish & Wildlife Service”). Per the American Bird Conservancy, CCTs ranging from 2200 Kelvin Degrees to 2700 Kelvin Degrees is the preferred range of color. (Misguiding Light: The Role Artificial Light Plays in Bird Mortality from Collisions with Glass | Sheppard, PHD²) CPW recommends the latter range of lighting color options for implementation at the project site during construction if it is to occur during nighttime hours.

Additional Concerns

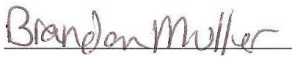
CPW wanted to recognize and convey concern with this project because this is one of the last undeveloped areas for plains wildlife and species in Greeley, and the connectivity from the Shurview site to the east to these drainages is of importance to wildlife. CPW has mapped this habitat for a variety of species, including but not limited to: Turkey (overall range, production, roost sites, and overwintering areas), Mule deer and White-tailed deer (overall range), Bobcat habitat, and ground-nesting birds. This area also provides habitat for reptiles, amphibians, small mammals, pollinators, and other invertebrates in an area that is already fragmented due to disturbance and development. CPW disagrees with Pinyon’s Environmental Assessment that stated “Most of these species are not expected to occur in the project area because the study area is outside of their range or the appropriate habitat is not present.” In addition to this area being mapped for these species, this area provides foraging grounds for the bald eagles that have both mapped nests and winter night roosts within a mile north of the proposed project area. The eagles have been seen foraging in this area. The loss of this habitat may negatively impact these local wildlife populations and thereby impact recreational opportunities such as wildlife viewing and hunting. CPW would recommend evaluating an alternative site due to the concern of wildlife species in the area and the potential impact it will have on this habitat.

¹ “Threats to Birds: Collisions - Nighttime Lighting | U.S. Fish & Wildlife Service.” *FWS.gov*, 4 May 2023, www.fws.gov/story/threats-birds-collisions-nighttime-lighting.

² Sheppard, PHD, Christine. *Misguiding Light: The Role Artificial Light Plays in Bird Mortality from Collisions with Glass*. American Bird Conservancy, 11 May 2022, chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/abcbirds.org/wp-content/uploads/2022/05/ABC-lighting-collisions-position-statement-2022.pdf.

Thank you again for the opportunity to comment on this Cascadia Entertainment District project. We appreciate your consideration of our recommendations to avoid and minimize impacts to wildlife. If the scope of this project changes and/or if you have any questions, please contact at Jackson Davis at 970-342-0461 or jackson.davis@state.co.us.

Sincerely,

A handwritten signature in dark ink that reads "Brandon Muller". The signature is written in a cursive style with a horizontal line underneath.

Brandon Muller

Area 4 Acting Area Wildlife Manager

Cc: *Jackson Davis, Greeley N. District Wildlife Manager- jackson.davis@state.co.us
Lexi Hamous, NE Land Use Coordinator- lexi.hamous-miller@state.co.us*



July 22, 2025

Katelyn Puga, Planner III
City of Greeley Community Development
1100 10th Street
Greeley, CO 80631

RE: City of Greeley – Cascadia PUD Referral

Dear Ms. Puga:

Thank you for the opportunity to provide comments regarding the City of Greeley's proposed Cascadia PUD application. In advance of the opportunity to complete a thorough review of the application documents, please see the following preliminary comments that address key elements of the Intergovernmental Agreement between Greeley and Windsor recorded with the Weld County Clerk and Recorder at 3556256 on 5/23/2008:

- Portions of the subject property / proposed Cascadia PUD project are located within the ***Windsor-Greeley Cooperative Planning Area*** as depicted in the IGA. In accordance with Section 4. (Required Notice for Development) of the IGA, "For both areas within the CLUA each party shall notify the other of all intended development, redevelopment, or variances, within said area no later than four (4) weeks prior to the initial official consideration of the land use matter by the municipality reviewing the intended development." The Town will provide comments on this referral of the PUD application by August 1, 2025.
- Regarding Weld County Road 17, per Section 3.(a) (Land Use, Site and Building Standards for CLUA) of the aforementioned IGA, "Access to Weld County Road 17 (WCR 17) shall be in accordance with the locations agreed to by the parties on Exhibit E." The Town looks forward to collaborating on the location and extent of the proposed access points along WCR 17. As currently shown, the TIA shows new access to WCR17 from Promontory Circle Extension as a new intersection north near WCR 60/RR tracks being approximately 1 mi (5,280 ft north of US 34 centerline). Exhibit E of the aforementioned IGA indicates full movement access points at Southgate Dr (being 1,880 ft north of US 34 centerline) and at Gratitude Ln (being 3,380 ft north of US 34, and 1,500 ft north of Southgate Dr). The TIS and PUD show the northern Cascadia access further south aligning with Windsong Rd. Please clarify within the Traffic Impact Analysis where each new intersection is proposed along WCR 17 ensuring safe and efficient access along the corridor. Consideration for Gratitude Ln, Windsong Rd, WCR 60 intersections should be included in the Study area of the TIS.
- Additionally, Sections 3.(b) and (c) speak to construction cost and maintenance sharing for WCR 17; a timeline for review of any proposed improvements; and an agreement on the extent of the improvements. The Town anticipates WCR 17 being developed as an urban street section, including width for a full 16-foot median, two 12-foot travel lanes in both directions with shoulders in both directions, and a tree lawn with a detached 12-foot

multi-use (shared) trail on both sides. Please see attached sketch representing the general approach for the WCR 17 corridor.

- Consideration should also be given to bus stop locations along WCR 17 given its status as a major north-south arterial road serving commuter traffic.
- Portions of the subject property are also located within the Town of Windsor **Growth Management Area**, as depicted in the Land Use Map found in the Town of Windsor 2024 Comprehensive Plan, with the Land Use designation noted as *Parks and Open Space* with a potential *Natural Areas and Open Space Overlay*. As you are aware, Windsor and Greeley have supported the concept of community separators dating back to the Northern Colorado Community Separator Study of 1999. Windsor looks forward to continuing this discussion, and its partnership with the City as we evaluate the Cascadia PUD application.
- The hydraulic report notes a water connection into Windsor at the Greeley/Windsor master meter which is correct. Graphically it appears that the Windsor/Greeley master meter is shown to tie into Greeley's zone 4 (Gold Hill Elevated Tank zone). Windsor does want the master meter to be connected to Zone 4 per Greeley Windsor IGA section 6.(b). Per prior information communicated to Greeley regarding demand at connection, assume Peak Hour Demand = 2,500 gpm at 50 psi and Max Day Demand + Fire Flow = 4,400 gpm at 20 psi.
- Please provide a sewer study showing projected full basin buildout for all proposed and future buildout flows that are to report to Windsor's wastewater plant. The Cascadia report provided some information, but did not include demand calculations, or full build out basin calculations. Additional sewer information is needed regarding build out flow proposed to be routed to Windsor. Windsor review staff assumes that Greeley annexation areas will be serviced by Greeley sewer up to a master meter connection to Windsor's system. Wastewater service areas will need to be amended to reflect proposed service areas (ie 208 boundary changes). Windsor/Greeley coordination is necessary to address wastewater service area amendment.

Thank you for referring the Cascadia PUD application to Windsor. A clarifying response to the aforementioned preliminary comments would be appreciated. In the meantime, Windsor will conduct a full review of the PUD referral application and will provide a response by August 1, 2025.

Sincerely,



Scott Ballstadt
Director of Planning

Attachments:

- Intergovernmental Agreement between Greeley and Windsor recorded with the Weld County Clerk and Recorder at 3556256 on 5/23/2008

- Town of Windsor Land Use Map (2024 Comprehensive Plan)
- Weld County Road 17 Proposed Street Section

Copy

Shane Hale, Town Manager

Eric Lucas, Deputy Town Manager

John Thornhill, Community Development Director

Dan Money, Town Attorney



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**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE CITY OF GREELEY AND TOWN OF WINDSOR**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT is made this 6th day of May, 2008, by and between **THE CITY OF GREELEY**, Colorado, a home rule municipality ("Greeley") and **THE TOWN OF WINDSOR**, Colorado, a home rule municipality ("Windsor") establishing the terms and conditions for land use site and building standards and utility services with a Cooperative Planning, Land Use and Utility Area. The parties hereto, when referring to both, may also be referred to hereinafter as the municipalities or the parties.

WHEREAS, Greeley and Windsor entered into an Intergovernmental Agreement in June 2001, for the purpose of preparing a development plan for US Hwy 34 between WCR 13 (county line) and SH 257, and along SH 257 between the corporate limits of each community; and

WHEREAS, the Development Plan was completed and has been accepted by the Greeley City Council and Windsor Town Board; and

WHEREAS, the implementation of the plan requires cooperation and coordination between the municipalities for the provision of various municipal services such as utilities, planning/land use, transportation, parks/recreation/open space and public safety; and

WHEREAS, the adopted Plan envisions future intergovernmental agreements which will outline the specific procedures to provide the necessary services to implement the Development Plan; and

WHEREAS, the municipalities desire an agreement for planning, land use and utility services; and

WHEREAS, the parties approved an Agreement dated August 9, 2004 regarding the terms and conditions for such planning, land use and utility purposes, and

WHEREAS, certain amendments to that Agreement are now deemed to be in the best interests of the citizens of Greeley and Windsor to further this cooperative community planning process.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES HEREAFTER SET FORTH, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Cooperative Land Use, Annexation and Utility Area. The Cooperative Planning, Land Use and Utility Area ("CLUA") consisting of a Principal employment corridor area and a secondary corridor area is hereby amended and described as follows:

- (a) Principal Employment Corridor. Principal Employment Corridor includes all land depicted on Exhibit A and described on Exhibit B, attached hereto and incorporated herein by reference, and is generally described as that area one-half mile north and south of US Hwy 34 between SH 257 and WCR 13 (County Line Road). The distances are measured from the right-of-way lines of the affected roads and highways on the same side as the area stated above.
- (b) Secondary Corridor Area. There is hereby established a Secondary Corridor Area which includes all lands depicted on Exhibit A and described on Exhibit B, which is attached hereto and incorporated herein by reference and is generally described as that area extended one-half mile from the principal employment corridor areas, outer boundaries north and south of US Hwy 34.

2. CLUA Land Uses. Within the CLUA, the parties agree that the land uses are prioritized as follows:

- (a) The Principal Employment Corridor is primarily for employment, industrial park and other uses as defined, conditioned and limited by Section I. A of Exhibit B, attached hereto and incorporated herein by this reference.
- (b) The Secondary Corridor Area is primarily for residential, neighborhood, commercial and their related uses as defined, conditioned and limited by Section I. B. of Exhibit B, attached hereto and incorporated herein by reference.

3. Land Use, Site and Building Standards for CLUA. Road Improvements and Maintenance Master Costs.

- (a) The land use, site and building standards for both areas of the CLUA are described on Exhibit B attached hereto and incorporated herein by reference. Access to Weld County Road 17 (WCR 17) shall be in accordance with locations agreed to by the parties on Exhibit E, attached hereto and incorporated herein by this reference. Access to US Hwy 34 shall be as approved by the Colorado Department of Transportation.
- (b) The parties agree that they shall equally share the costs of any and all general improvements to WCR 17 north of US Hwy 34 to WCR 60. The party intending to make general improvements on the above stated roadway shall give the other party 180 days notice prior to the commencement of construction of the general improvements to the roadway. The party receiving notice of said improvements and/or maintenance shall provide comment as to the nature and timing of general improvement along with its prospective cost to that party. The parties agree that the jurisdiction which has annexed the affected road shall perform general improvements



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in accordance with its ordinances, rules and regulations; and further that each party shall pay its one-half of the total cost of the general improvements within thirty (30) days after invoice of the same, subject to annual appropriation. The parties agree that each party shall use its best efforts to budget and/or appropriate sufficient sums to defray the costs of its expense for construction of the general improvements of the road stated herein. Any roadway improvements that are deemed to be in addition to customary and general road maintenance such as, but not limited to, the addition of medians, traffic control devices and like improvements must first be agreed to in writing by both parties prior to their installation.

- (c) The parties agree that the parties shall equally share the costs of any and all maintenance for WCR 17 north of US Hwy 34 to WCR 60. Windsor shall perform the annual maintenance and Greeley shall pay Windsor one-half ($\frac{1}{2}$) of the cost of such annual maintenance. The parties agree that they shall meet and agree as to the nature, extent and maximum cost for annual maintenance of the road on or before July 1 of each year to provide sufficient time to budget necessary funds for the succeeding calendar year.
- (d) The parties agree that the intersection of WCR 17 and US Hwy 34 may require an improved road interchange in the future, and as such, the parties agree to negotiate in good faith with each other and CDOT to determine the land areas to be reserved/dedicated; the nature and type of interchange improvement; and any and all costs for construction for the same.

4. Required Notice for Development. . For both areas within the CLUA each party shall notify the other of all intended development, redevelopment, or variances, within said area no later than four (4) weeks prior to the initial official consideration of the land use matter by the municipality reviewing the intended development. All notifications shall be provided to the other party in writing and shall include a brief written description of the development proposal and accompanying vicinity, any development maps and graphics for review and comment by the receiving party. The receiving party shall renew the documentation provided and shall respond in writing to the other party with its comments regarding the proposed development. Each party agrees that it shall use its best efforts to make and receive comments through timely communications. The parties expressly agree that all such information, documentation and communication is a courtesy exchange of information and any negligent oversight of any referral or project for comment shall not require the delay of hearings or decisions on any land use or related case by the approval authority of either Greeley or Windsor. However, when making a land use decision, the approval authority of the affected municipality hereby agrees that it may not approve any land use in contravention to those uses stated in Exhibit B, without the prior written consent of the other party. Each party shall provide the other party, in writing, a single point of contact for the transmission of all communications and documentations contemplated and described in this paragraph.

5. Annexation

- (a) Greeley shall have exclusive authority to exercise its annexation powers and, subject to paragraphs 4 and 5, to provide all urban services within the CLUA for those areas identified as the "Greeley Annexation Area" on Exhibit C, attached hereto and incorporated herein by this reference.
- (b) Windsor shall have exclusive authority to exercise its annexation powers and subject to paragraphs 4 and 5 to provide all urban services within the CLUA for those areas identified as the "Windsor Annexation Area" on Exhibit C.
- (c) Both parties specifically agree that upon the receipt or preparation by either party of any documents proposing annexation within the CLUA, copies of all such documents shall be submitted to the other party for review and comment at least thirty (30) days prior to initial action thereon.
- (d) The parties specifically agree that in the event either of them has extended and/or agreed to any financial or other incentives in connection with a proposed annexation within the CLUA, that the contents and specifics of such financial or other incentives shall be submitted to the other party.
- (e) The parties specifically agree that Greeley retains and Windsor shall honor any and all contract rights of first refusal for the purchase of water upon any properties within the Principal or Secondary Areas which are subject to such rights under the Greeley Loveland Irrigation Company (GLIC) Shareholders Agreement, regardless of whether or not those properties are annexed by Windsor. A map generally depicting the land area subject to the GLIC Shareholders Agreements is shown on Exhibit D, attached hereto and incorporated herein by this reference.
- (f) Any property annexed by Windsor which ultimately is developed for commercial purposes and which commercial business is partially or wholly located upon a property currently or formerly subject to a GLIC Shareholders Agreement shall be subject to sales and food tax revenue sharing between Greeley and Windsor. Windsor shall remit to Greeley, on a monthly basis, 40% of the gross sales and food tax revenue received by Windsor from all sources upon property stated in this subparagraph (f). The parties specifically agree that this revenue sharing agreement is authorized pursuant to Colorado Revised Statutes 29-20-105(2)(b) and is perpetual in nature and survives any termination of this Agreement, with said land area subject to the GLIC Shareholders Agreements shown on said Exhibit D.

- (g) The terms of this Agreement shall not be construed as to require Windsor or Greeley to annex property in their respective annexation and growth boundaries.
- (h) If either Greeley or Windsor is presented a petition for annexation of land located in the agreed upon annexation and growth boundary of the other municipality, they each shall direct the petitioner to the community within which the land is planned for annexation and service in accordance with this Agreement. Only upon the written denial of the proposed annexation petition by the community within which the petitioning land is identified for annexation may the other municipality consider any such annexation, and then only upon the written amendment of this Agreement.
- (i) Windsor shall submit a petition to the North Front Range Regional Planning Council to exclude the Properties from Greeley's 208 Waste Water Planning Area ("208 Planning Area") and include the Properties in Windsor's 208 Planning Area.

6. Water Service within the Cooperative Land Use, Annexation and Utility Area.

- (a) Water service for Windsor properties within the CLUA shall be provided by Windsor in accordance with the existing Windsor-Greeley Intergovernmental Agreement for Treated Water Service (dated January 4, 1996), as amended from time to time by the parties.
- (b) To provide all potable water service to the CLUA, a sufficiently-sized transmission line carrying Zone 4 pressure will be required upstream of a Windsor master meter from Greeley's Zone 4 pump station to the west along US Hwy 34. The cost of the transmission main upstream of the Windsor master meter shall be borne by the municipality or private entity requiring the service in accordance with the annexing municipality's determination.

It is anticipated that the annexing municipality will require one or more developers to construct the transmission main upstream of the Windsor master meter. Such municipality may thereafter choose to afford such developer or developers an opportunity to enter into a reimbursement agreement providing for reimbursement when subsequent properties develop and benefit from the main. It is also likely that certain of such properties will not be located in the municipality that caused the main to be constructed in the first instance. Both parties agree that if reimbursement is requested and approved by the municipality constructing the main, the other municipality will enforce the terms of any such reimbursement agreement for properties developing in that municipality and benefiting from the main.



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7. Sewer Service within the Cooperative Land Use Annexation and Utility Areas.

- (a) General. Pursuant to the terms of this intergovernmental agreement, Greeley agrees to deliver sewage originating within the CLUA to the Windsor sewer system for treatment and Windsor agrees to provide treatment for such sewage. Greeley shall maintain, repair, replace, and rehabilitate the wastewater collection lines which are within its city limits. For purposes of Colorado water law, Windsor agrees that Greeley shall maintain dominion and control of water in sewage, originating within Greeley's city limits, and delivered by Greeley to the Windsor system for treatment such that Greeley may fully consume (by any means, such as its own municipal use, reuse, successive use, exchange, substitute supply, or by sale or lease to other entities) any re-useable effluent resulting from such treatment. Greeley agrees that a portion of water in sewage delivered to the Windsor system for treatment pursuant to the terms of this Agreement may be consumed prior to discharge due to treatment or evaporation and that Windsor does not guarantee that any specific percentage of the water in sewage delivered by Greeley will be discharged after treatment of Greeley's water rights throughout Windsor's system. The amount of re-useable effluent resulting from treatment shall be calculated in accordance with applicable decrees.
- (b) Points of Delivery. Sewage transmitted through Greeley's system delivered by Greeley to the Windsor system shall be delivered by Greeley to a terminal manhole(s) at or close to Greeley's city limits. The point(s) of delivery shall be mutually established and agreed upon in writing by both municipalities. Sewage metering station(s) will be established in the terminal manhole to assist in tracking the amount of sewage delivered to Windsor.
- (c) Payment of Plant Investment Fee and Measurement of Discharge. Greeley agrees to pay Windsor a plant investment fee (PIF) reflecting Greeley's acquisition of capacity in Windsor's wastewater treatment facility. The PIF for additional capacity shall be annually established, based on the then current PIF in effect for Windsor residents. The plant investment fee shall not include any surcharge or additional payment for any lift stations required for Greeley to deliver sewage to Windsor because Greeley is responsible for such costs.

As an example of the initial PIF calculation, currently the Windsor PIF is \$2,600 per residential tap and the average residential winter water use, which is equivalent to sewer use, is 204 gallons per day per tap. Consequently, the current residential PIF is \$12.75 per gallon per day.

Plant investment fees due from Greeley to Windsor shall be purchased in blocks of 100,000 gallons per day capacity, or other quantities as mutually agreed. Windsor shall regularly monitor the amount of wastewater received from Greeley at the points of delivery. Whenever the 30-day average flow from Greeley exceeds the capacity previously purchased by Greeley, Greeley shall purchase additional capacity within 90 days at the then current PIF.

- (d) Treatment Capacity. At such time as the existing Windsor wastewater treatment plant is using eighty percent (80%) of its capacity, or Windsor determines that the existing plant will soon be at or over eighty percent (80%) of its capacity, Windsor shall define the plant capacity that can be issued before the existing plant is using ninety percent (90%) of its capacity. The additional capacity shall be allocated seventy percent (70%) to Windsor and thirty percent (30%) to Greeley, unless the municipalities agree otherwise in writing. When the existing plant is using ninety percent (90%) of its capacity, or at any time that the Colorado Department of Public Health and Environment or other agency responsible for the discharge permit for the existing plant directs Windsor that additional sewer taps shall not be issued, Greeley agrees not to issue additional taps. Both municipalities agree to cooperate to anticipate the need to treat sewage produced within the CLUA and to plan for any expansion of the Windsor system to accommodate growth of demand within the CLUA. Windsor agrees to expand the Windsor system as necessary to accommodate growth of demand within the CLUA. Windsor shall make reasonable efforts to provide treatment capacity for Greeley's sewage, including expanding the existing plant when at ninety percent (90%) capacity and/or building a plant capable of meeting future discharge limits. Should Windsor fail to begin construction of such capacity when at ninety percent (90%) capacity, Greeley shall have the right to make alternative arrangements for any and all sewage treatment contemplated under this Agreement. Such option shall be in addition to any other remedy available under this Agreement.
- (e) Monthly User Fees. Charges for sewage treatment shall be paid by Greeley to Windsor. The rates for sewage treatment shall be consistent with rates charged to Windsor resident customers and calculated per hundred (100) cubic feet of wastewater discharge as measured at the flowmeter(s). The service rates shall be reviewed by Windsor annually and shall reflect Windsor's actual costs of Greeley's wastewater treatment and conveyance. Greeley shall use its best efforts to enforce its environmental standards, restrictions and limitations on all waste water discharge treated by Windsor.
- (f) Treatment of Other Sewage. Greeley and Windsor agree that it may be feasible and cost-effective for Windsor to treat sewage originating within portions of the City of Greeley that are outside the CLUA; however, nothing

in this agreement shall commit Windsor to treat such sewage and Greeley agrees that it will not deliver any sewage originating outside the CLUA to the Windsor system for treatment without the express written consent of Windsor that it will accept and treat such sewage.

- (g) Billings. Windsor will submit one invoice to Greeley monthly. Invoices shall be paid within thirty (30) days of receipt, after which time interest penalties shall begin to accrue at the rate of one percent per month, or fraction thereof, during the period in which the invoice remains unpaid.
- (h) Industrial Pretreatment. Greeley shall cooperate with Windsor to enforce Windsor's EPA-approved industrial pretreatment program to protect the Windsor's system from undesirable sewage discharge.
- (i) Discharge Permit. It is understood and agreed that Windsor shall be solely responsible for obtaining and complying with any discharge or other permit required for the operation of its sewage treatment plant, or any modifications thereto.

8. Release, Hold Harmless, Indemnification. Both Windsor and Greeley are public entities, as that term is defined pursuant to the Colorado Governmental Immunity Act, Colo. Rev. Stat. § 24-10-101, et seq. The parties to this Agreement have the benefits and responsibilities enumerated in the Colorado Governmental Immunity Act. Each party shall defend any and all claims for injuries or damages pursuant to and in accordance with the requirements and limitations of the Colorado Governmental Immunity Act occurring as a result of negligent or intentional acts or omissions of the parties, their officers, agents, employees and assignees. In addition, Greeley shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of Greeley, its officers, employees, agents, and assignees performing functions or activities upon the property of Windsor. Greeley shall provide adequate workmen's compensation insurance for all of its employees, agents and assigns engaged in activities and functions upon the property of Windsor or Greeley. Windsor shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of Windsor, its officers, employees, agents, and assignees performing functions or activities upon the property of Greeley. Windsor shall provide adequate workmen's compensation insurance for all of its officers, employees, agents and assignees engaged in activities and functions upon the property of Greeley. Each party shall furnish the other party current certificates of insurance stating that the coverages outlined above are in full force and effect.

9. No Public Utilities Commission Control. Greeley, its employees and elected or appointed officials, agree neither to assert nor support any statement, policy, petition, rule making, or legislative attempt to place the Windsor's sewage treatment services system under the authority or jurisdiction of the Colorado Public Utilities Commission by virtue of this intergovernmental agreement or otherwise.



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10. No Third Party Beneficiary. It is expressly understood and agreed that the terms and the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that no person and/or entity, other than the undersigned parties, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

11. Non-Compliance. Notwithstanding any other provision in this Agreement, if either party fails to comply with the provisions of this Agreement, the other party, after providing written notification to the noncomplying party and upon the failure of the noncomplying party to achieve compliance within a reasonable time after such notice under the circumstances, or ninety (90) days, whichever is less, may refuse to provide and/or disconnect the water and sewer services stated in paragraphs 6 and 7 of this Agreement. Additionally, that party may maintain an action in a court of competent jurisdiction in Weld County for specific performance, injunctive, or other relief against the non-complying party. In the event of such litigation, the prevailing party shall be entitled to payment by the defaulting party, of its actual attorney=s fees and costs incurred.

12. Additions and Modifications. The parties hereto agree that they shall cooperate with one another and Weld County in making such additions and modifications to this Intergovernmental Agreement as may be necessary to effectuate its purposes.

13. Term and Termination. This Agreement shall remain in effect for a period of twenty (20) years from its effective date. Thereafter, it shall be automatically renewed for successive five (5) year terms unless at least five (5) years prior to the scheduled expiration, either party notifies the other party of its decision that the Agreement shall not be renewed. As noted in Paragraph 5(f), the revenue sharing agreement contained therein is perpetual in nature and survives any termination of this Agreement.

14. Colorado Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado with venue in Weld County.

15. Waiver. A waiver of a breach of any of the provisions of this Agreement shall not constitute waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.



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16. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or after the lapse of ten business days following mailing by certified mail, postage prepaid, addressed as follows: .

TO GREELEY: City of Greeley
 1000 10th Street
 Greeley, Colorado 80631
 ATTN: City Manager

TO WINDSOR: Town of Windsor
 301 Walnut Street
 Windsor, Colorado 80550
 ATTN: Town Manager

17. Effect of Invalidity. If any portion of this Agreement is finally held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both parties, the parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the entirety of this Agreement. If any portion of any other paragraph of this Agreement is finally held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both parties, such invalidity or unenforceability shall not affect the other paragraphs of this Agreement, except that any corresponding right or obligation of the other party shall be deemed invalid.

18. Amendments. This Agreement may be amended in writing only by the mutual agreement of the governing bodies of the parties hereto.

19. Reliance by the Parties. Windsor and Greeley understand that each is relying upon all of the promises made by the other in this Agreement, and each agrees (i) not to assert to any court or other body the invalidity or unenforceability of any portion of this Agreement; (ii) to promptly notify the other party of any legal action which might affect this Agreement; (iii) to allow the other party to participate in such legal action as the other party deems appropriate; and (iv) to defend this Agreement in such legal action.



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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Intergovernmental Agreement the day and year first written above.

CITY OF GREELEY

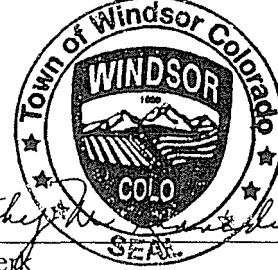
TOWN OF WINDSOR


By: [Signature]
City Clerk

By: [Signature]
Mayor

ATTEST:

By: [Signature]
Town Clerk



APPROVED AS TO SUBSTANCE:

By: [Signature]
City Manager

By: [Signature]
Town Manager

APPROVED AS TO LEGAL FORM:

By: [Signature]
City Attorney

By: [Signature]
Town Attorney

AS TO AVAILABILITY OF FUNDS:

By: [Signature]
Director of Finance

Exhibit A - Cooperative Land Use Annexation and Utility Areas (CLUA)

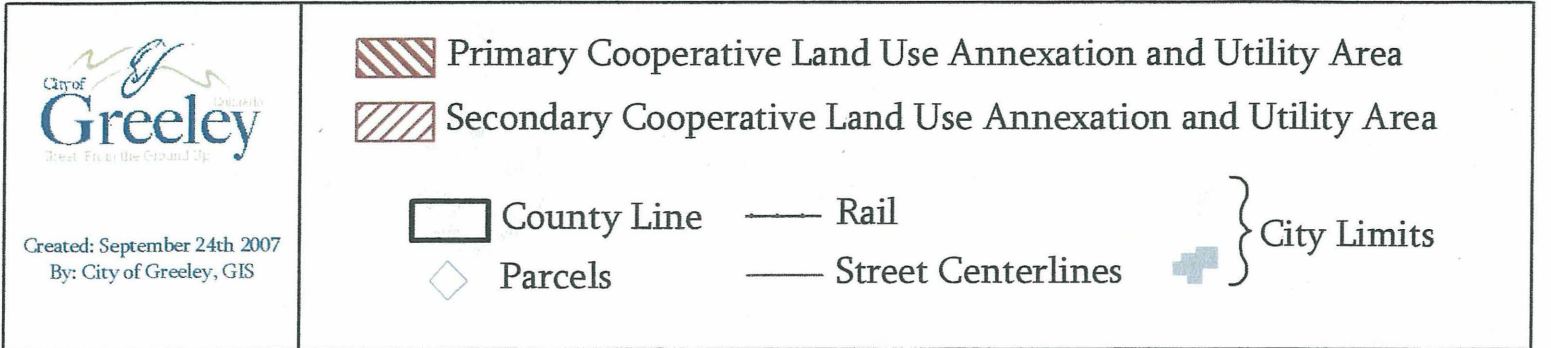
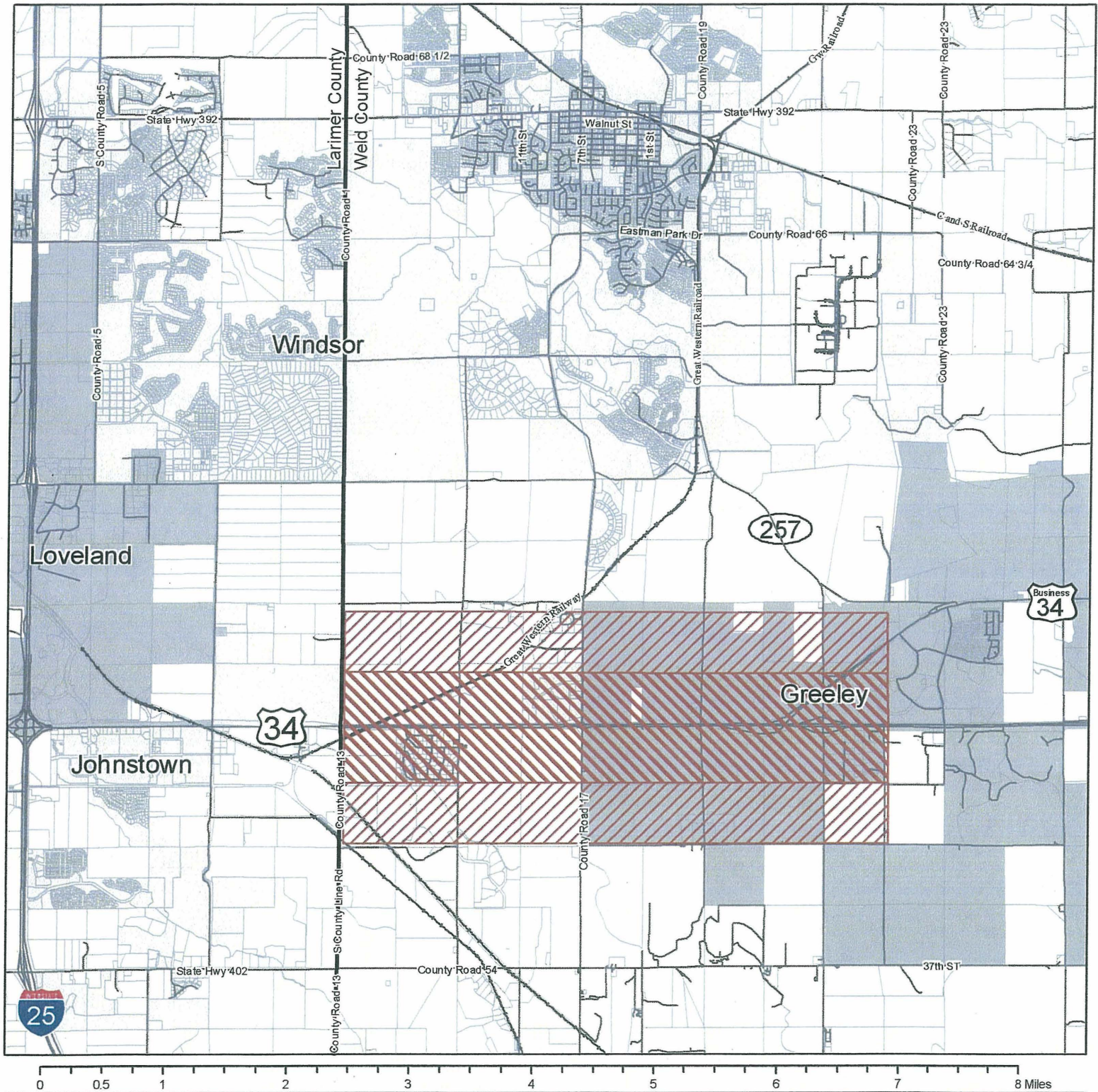


Exhibit "B"

US HWY 34 LAND USE, SITE AND BUILDING STANDARDS

The following land use and development standards are blended elements of the City of Greeley and Town of Windsor Development Codes and provide Overlay Development Standards for a portion of that area known as the "Strategic Employment Development Corridor (SEDC)" as described in the City of Greeley 2020 Comprehensive Plan west of State Hwy 257 (SH 257) as illustrated on the attached Exhibit A and hereinafter referred to as "Greeley/Windsor Employment Corridor (G/WEC)."

I. LAND USE

A. PRINCIPAL EMPLOYMENT CORRIDOR

1. Physical Area Defined:
The boundary of the principal G/WEC is ½ mile north and south of the US Hwy 34 west of SH 257 and east of WCR 13 (County Line Road);
2. Allowed Land Uses:
As described in the Comprehensive Planning documents for Greeley and Windsor the US Hwy 34 travel corridor is the preferred location for a mix of regional employment and community separator types of land uses. The principal land uses allowed in this corridor shall relate to principal employment functions, such as professional business park uses (e.g. "FIRE: Finance, Insurance, Real Estate"), light industrial and select medium industrial uses and special regional destination uses. Outside storage is not permitted in this area unless fully screened from all rights-of-way and adjacent non-industrially zoned lands, and where incidental clearly subordinate to the principal land use. The following land uses are considered principal uses in this corridor; further subject to the zoning district standards and review processes in the governing jurisdiction.
 - * adult schools, e.g. college or university facility, trade or business school
 - * amusement park
 - * arena or auditorium
 - * assembly
 - * beverage processing
 - * driving range
 - * fabrication
 - * farming
 - * financial institution



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- * food processing (fully-enclosed facilities with no adverse environmental impacts)
- * golf course
- * greenhouse or nursery
- * hospital
- * kennels and animal care facilities
- * mail center
- * manufacturing (fully enclosed, light manufacturing activities)
- * medical supply
- * office
- * open space
- * publishing firms
- * quasi-public facilities (museum, fire & police, zoo, aquarium)
- * radio station
- * research/development lab
- * sports arena
- * stable
- * studios
- * television station
- * testing lab
- * theme park
- * transportation facilities (light rail stations and public transportation depots are permitted. Truck terminals and truck stops are prohibited)
- * veterinary clinics
- * warehouse
- * wholesale goods

Other accessory and supportive land uses, such as restaurants, are allowed only if incidental to the principal land use and located within an established employment, business or industrial park setting.

Retail operations representing “destination commercial” uses may be allowed on a case by case basis following the development referral process as described in this Exhibit and when mutually agreed upon by Greeley and Windsor in writing.

B. SECONDARY CORRIDOR AREA

1. Physical Area Defined:

The boundary of the secondary G/WEC area begins ½ mile back of the Principal Employment Corridor boundaries north and south of the US Hwy 34.



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2. Allowed Land Uses:

Allowed land uses are those permitted within the annexing jurisdiction and may include residential, retail, restaurant, neighborhood commercial and other institutional uses as may be defined by the annexing jurisdiction.

II. SITE DESIGN

A. BUILDING ORIENTATION:

All portions of buildings facing a right-of-way shall be designed and oriented to offer a "front door" level of design to the traveling public (criteria for architectural treatments defined in Section III, below).

B. BUILDING AND STRUCTURE SETBACK:

All buildings and other structures, such as parking lots, shall be setback at least 100' from US Hwy 34. Setbacks from other rights-of-way shall be in accord with the jurisdiction within which the site is located.

C. LANDSCAPING:

Landscaping and buffering shall be designed and approved in accordance with the landscaping requirements of the jurisdiction within which the site is located and shall be designed in such a way as to present a coordinated entryway treatment along US Hwy 34 and WCR 17.

D. FENCING

Fencing used as part of a landscape treatment shall be designed and approved in accordance with the fencing requirements associated with landscaping of the jurisdiction within which the site is located and shall be designed in such a way as to present a coordinated entryway treatment along US Hwy 34 and WCR 17. No chain link fencing shall be permitted within the principal corridor area. Any proposals for chain link fencing within the secondary corridor area (1) shall meet all any chain link fencing requirements of the jurisdiction within which the site is located, and (2) must be approved by the municipalities.

E. VEHICULAR ACCESS:

Site access will be provided in limited locations from adjacent arterial roadways and provide inter-connectivity between internal and adjacent land uses.

F. PARKING, LOADING, STORAGE:

The location and design of parking, loading and storage operations shall be designed and approved in accordance with the parking, loading and storage requirements of the jurisdiction within which the site is located.



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III. BUILDING DESIGN

A. ARCHITECTURAL REVIEW STANDARDS:

The design of all buildings and structures in the Principal Employment Corridor shall be designed and approved in accordance with the corridor architectural requirements of the jurisdiction within which the site is located.

B. BUILDING HEIGHT:

The heights of all buildings and other structures shall be designed and approved in accordance with the height requirements of the jurisdiction within which the site is located.

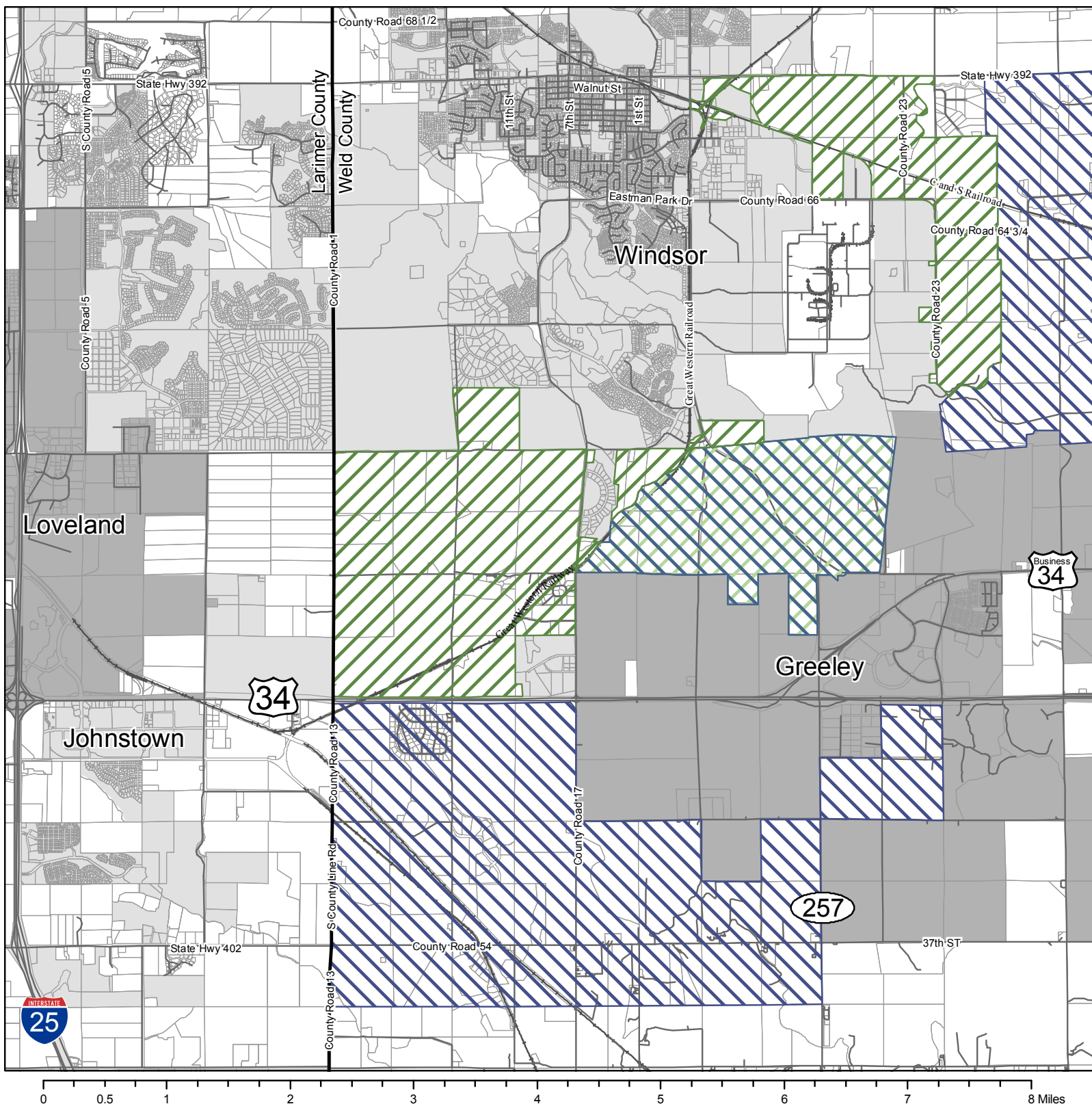
C. SIGNS:

Allowed signage shall be limited to wall or monument signs and shall be designed and approved in accordance with the sign regulations of the jurisdiction within which the site is located. Pole signs are prohibited.

IV. DEVELOPMENT MANAGEMENT & REFERRAL SYSTEM

The Overlay Character Zone standards for the G/WEC shall be administered by the jurisdiction within which the site is located. Greeley and Windsor shall employ a Development Referral System wherein any project proposed for a land use action including development, redevelopment, subdivision or variance is automatically referred to the other jurisdiction for review and comment in a manner as established herein

Exhibit C - Growth Management, Annexation and Cooperative Planning Area



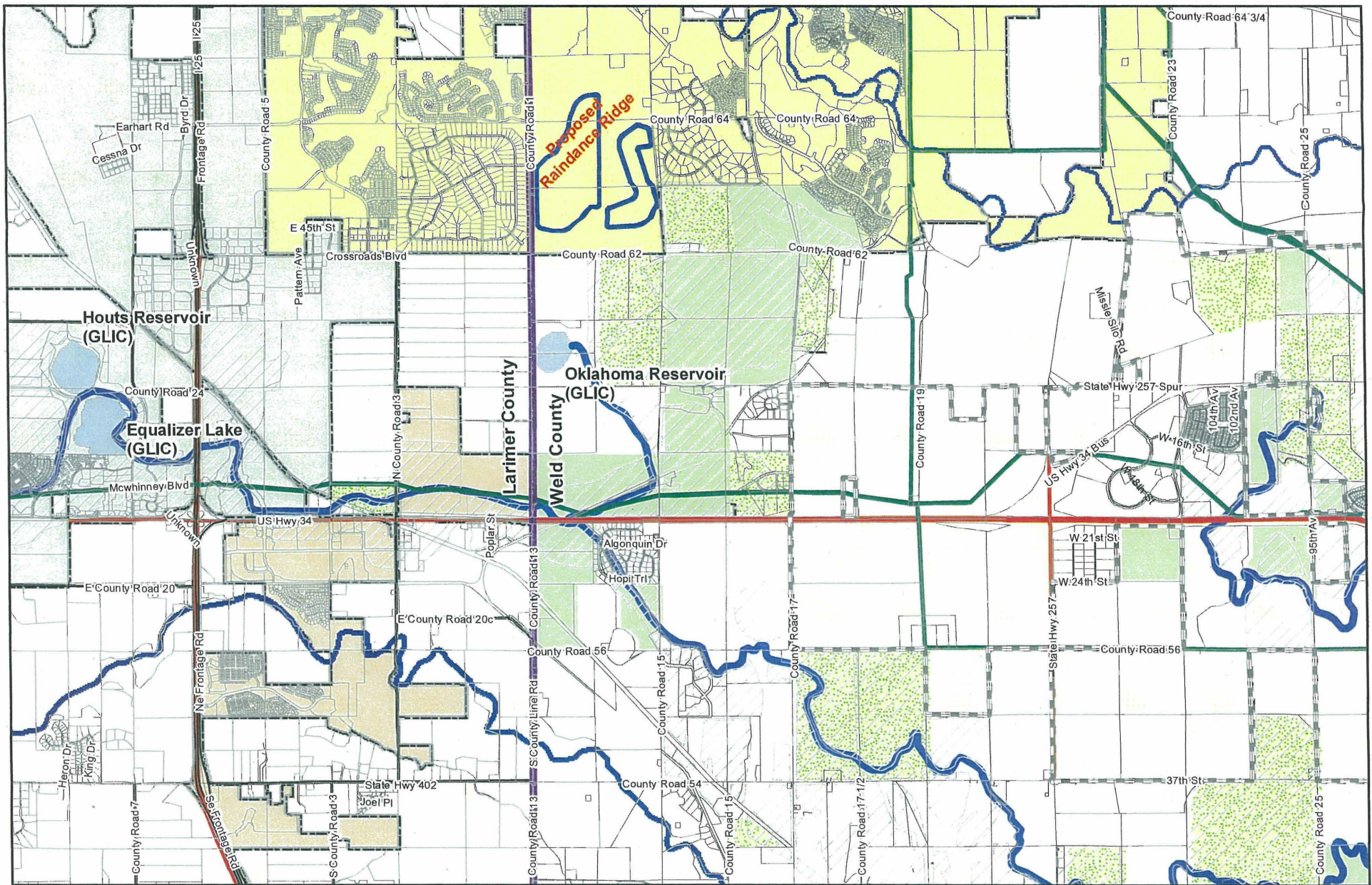
Created: January 15th 2008
By: Greeley Planning, GIS

- Cooperative Planning Area
- Greeley Annexation Area
- Windsor Annexation Area

County Line



- Rail
- Street Centerlines
- Parcels
- City Limits



Information contained on this document remains the property of the City of Greeley. Copying any portion of this map without the written permission of the City of Greeley is strictly prohibited

Created: 9/24/2007
 By: The City of Greeley, sullivab
 Contact: 350-9300 or 9300@greeleygov.com
 File Name: C:\PUA\8\11\EXD.mxd.mxd
 1 inch equals 5,280 feet

Exhibit D - Windsor IGA GL Farms



All planimetric data was digitized from aerial photographs dated May, 2005. Updates are continual and data representations will change over time. This product is not necessarily accurate to engineering or surveying standards but does meet National Mapping Accuracy Standards (NMAS). The information contained within this document is not intended to be used for the preparation of construction documents.

- | | | |
|--------------------------|---------------|--|
| Proposed Raindance Ridge | Local Street | Historically Irrigated Lands |
| GLIC System | Major Highway | Leaseback Farms - Also have Shareholder Agreements |
| Boyd Transmission Line | Main Road | Greeley-Loveland Shareholder Agreements |
| Parcels | Counties | Lakes and Reservoirs |

- | |
|-------------------|
| City of Loveland |
| City of Johnstown |
| Town of Windsor |
| City of Greeley |



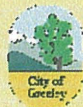
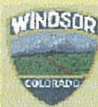
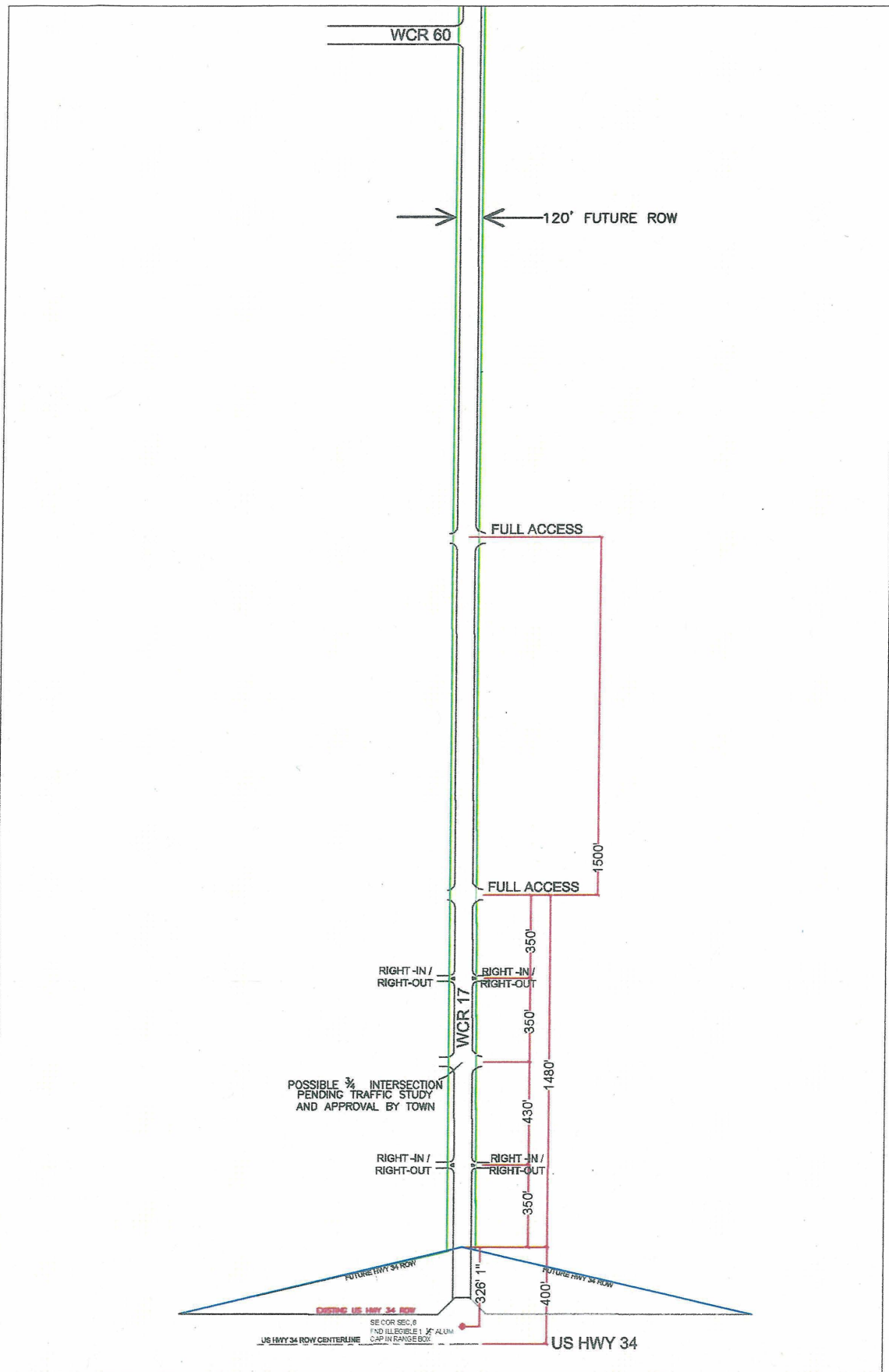
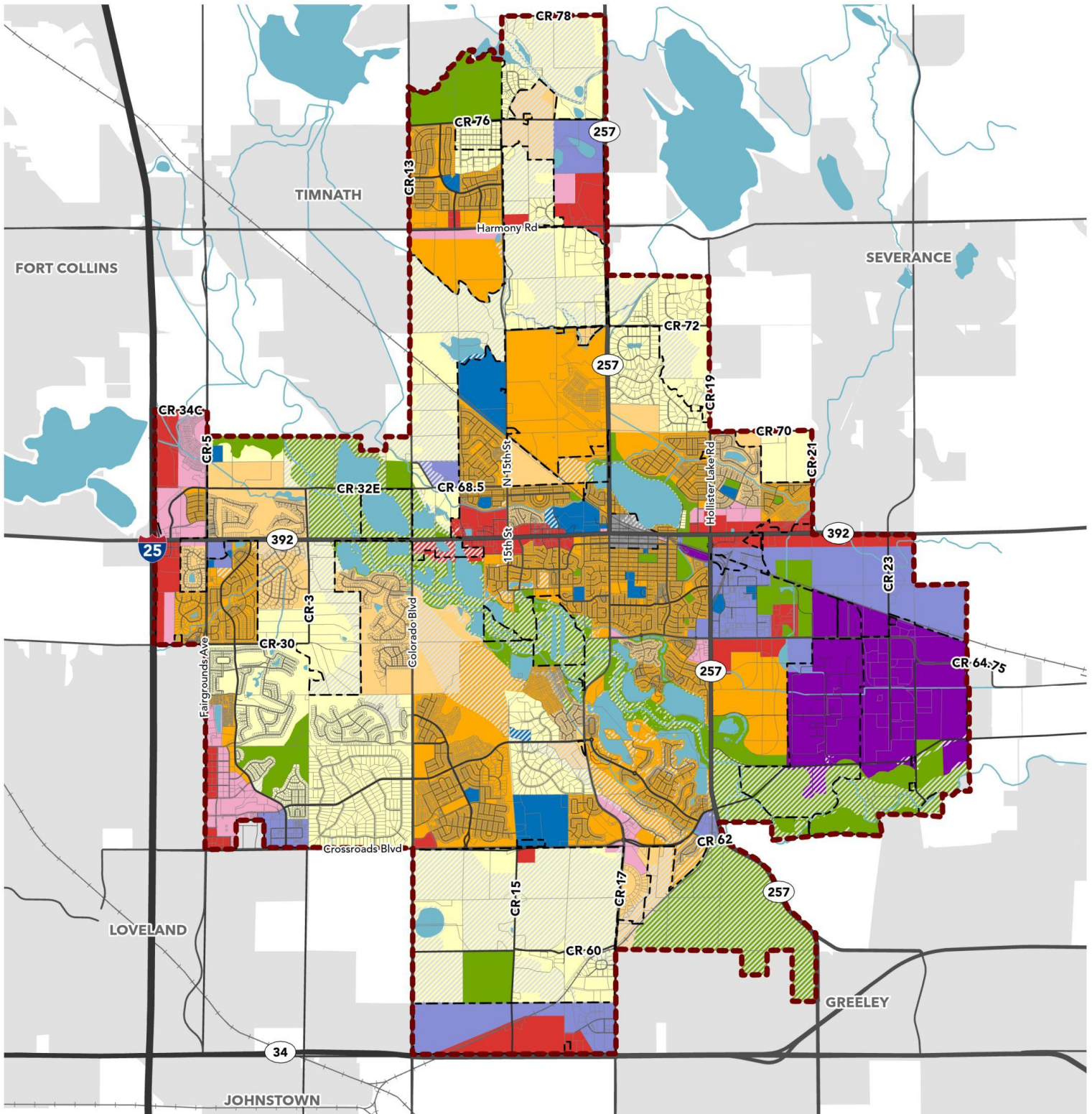
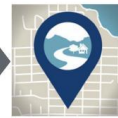


Exhibit E Weld County Road 17 Access Design

Town of Windsor GIS
6-7-2004
ExhibitE.dwg



- Growth Management Area
- Town Boundary
- Water Bodies
- Rivers & Streams

- Downtown Study Area
- Potential Natural Areas and Open Space Overlay

- Future Land Uses**
- Employment/Flex Industrial
 - Heavy Industrial

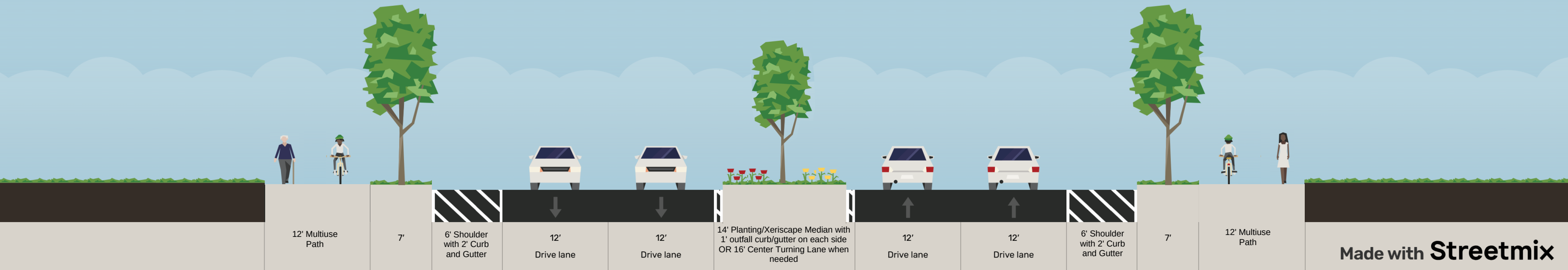
- Low Density/Clustered Residential
- Medium Density Residential
- Mixed Residential

- Commercial Mixed Use
- General Commercial
- Parks and Open Space
- Public/Semi-Public



Proposed Urban Section for
County Road 17

118' Width



PLANNING COMMISSION SUMMARY

ITEM:	Public hearing to consider a request for Establishment of Zoning for approximately 220.568 Acres and Rezone for approximately 613.218 Acres from H-A (Holding Agriculture) to PUD (Planned Unit Development) for a total of approximately 833.786 acres generally located east of Weld County Road 17 and north of US Highway 34 known as Cascadia Planned Unit Development (PUD2025-0003)
PROJECT:	Cascadia Planned Unit Development (PUD)
FILE NO:	PUD2025-0003
LOCATION:	Generally located east of Weld County Road 17 and north of US Highway 34
APPLICANT:	WV Development, LLC, on behalf of Patriot Energy LLC, VIMA Partners, LLC, and City of Greeley.
CASE PLANNER:	Brian McBroom, Community Development Director Katelyn Puga, Planner III

PLANNING COMMISSION HEARING DATE: August 26, 2025

PLANNING COMMISSION FUNCTION: To review the proposed establishment of zoning and rezone to a Planned Unit Development for compliance with Section 24-204 and Section 24-205 of the Greeley Development Code and make a recommendation to the City Council.

EXECUTIVE SUMMARY

The applicant, WV Development LLC, on behalf of the property owners (Patriot Energy LLC, VIMA Partners LLC, and City of Greeley) propose to establish PUD (Planned Unit Development) zoning for approximately 220.568 acres and rezone approximately 613.218 acres of land to PUD (Planned Unit Development) from H-A (Holding Agriculture) and to establish a PUD plan known as Cascadia Planned Unit Development on approximately 833.786 acres of land generally located east of Weld County Road 17 and north of US Highway 34.(Section J – Attachments).

A. REQUEST

The applicant WV Development, LLC on behalf of the property owners Patriot Energy LLC, VIMA Partners, LLC, and City of Greeley, request to establish the Cascadia Planned Unit Development (PUD) proposes the establishment of zoning for 220.568 acres and rezoning of 613.218 acres, totaling 833.786 acres, to create a master-planned community that will serve as a new gateway into west Greeley. The plan encompasses the area of six separate parcels generally located north of US Highway 34, east of Weld County Road 17, and east and west of State Highway 257. The PUD plan is organized into nine Planning Areas across three distinct Character Areas: the Entertainment District, anchored by an arena, youth ice facility, hotel/water park, Cascadia Falls Park, and public plaza; Cascadia Ranch, which includes mixed-use areas, residential neighborhoods, and an equestrian center; and Cascadia East, which emphasizes commercial development supported by high-density housing. The PUD includes 3,401 residential units of varied types, approximately 23 percent of land for entertainment uses, and 36 percent for commercial and mixed-use development, alongside an integrated network of parks, trails, civic spaces, and connections to the Arroyos Del Sol Natural Area. Infrastructure plans include roadway upgrades, a new above grade flyover at 131st Avenue, and mobility options ranging from pedestrian and bike trails to e-mobility and equestrian paths. Public facilities are also accounted for, including five acres dedicated to future fire and police services.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

The 833.786 acres are located generally east of Weld County Road 17, north of US Highway 34, and east and west of State Highway 257

Current Zoning: AG (Agricultural – County) and H-A (Holding Agriculture). See the “Abutting Zoning and Land Uses” table below for details.

Proposed Zoning: 833.786 acres: Planned Unit Development (PUD)

Abutting Zoning and Land Uses:

Parcel & Ownership	Existing Zoning on Parcel	Existing Land Use on Parcel	Adjacent Land Uses to Parcel
095704000006; Patriot Energy, LLC	AG (Agriculture – County)	Undeveloped, native landscape/ Oil & Gas Operations	North: Undeveloped/Railroad/ Oil and Gas operations South: Solar Farm DCMP East: Arroyos Del Sol Natural Area West: Undeveloped/Railroad

09570400003; Patriot Energy, LLC	AG (Agriculture – County)	Undeveloped, native landscape	North: Undeveloped/Railroad/Windsor residential South: Residence/Undeveloped East: Undeveloped West: Residence/Undeveloped/Railroad
095710000019; VIMA Partners, LLC	AG (Agriculture – County)	Undeveloped, native landscape	North: Arroyos Del Sol Natural Area South: Undeveloped/Highway 34 East: State Highway 257/Undeveloped West: Undeveloped
095709000008; VIMA Partners, LLC & Patriot Energy, LLC	H-A (Holding Agriculture-City)	Undeveloped/native landscape	North: Undeveloped/Residence South: US HWY-34 East: Solar Farm DCMP/Oil and Gas operations/Automobile Recycling West: WCR 17/Windsor commercial/Windsor Residential
095709401003; City of Greeley	H-A (Holding Agriculture-City)	Undeveloped/native landscape	North: Oil and Gas operations South: Highway 34 East: Undeveloped West: Auto Recycling/Undeveloped
095711200003; VIMA Partners, LLC	H-A (Holding Agriculture-City)	Undeveloped/native landscape	North: Arroyos Del Sol/Residence South: Highway 34/Equine boarding and RV storage East: CDOT Facility/Commercial/Residence West: State Highway 257/Undeveloped/Electrical

Table 1

See Figure 1 for details.

Site Conditions:

The site is mostly undeveloped, except for existing oil and gas operations, and is bordered by State Highway 257 and US Highway 34. It contains 14 active wells and 17 plugged or abandoned wells. Large portions of the property feature notable topographic variation, including arroyos.

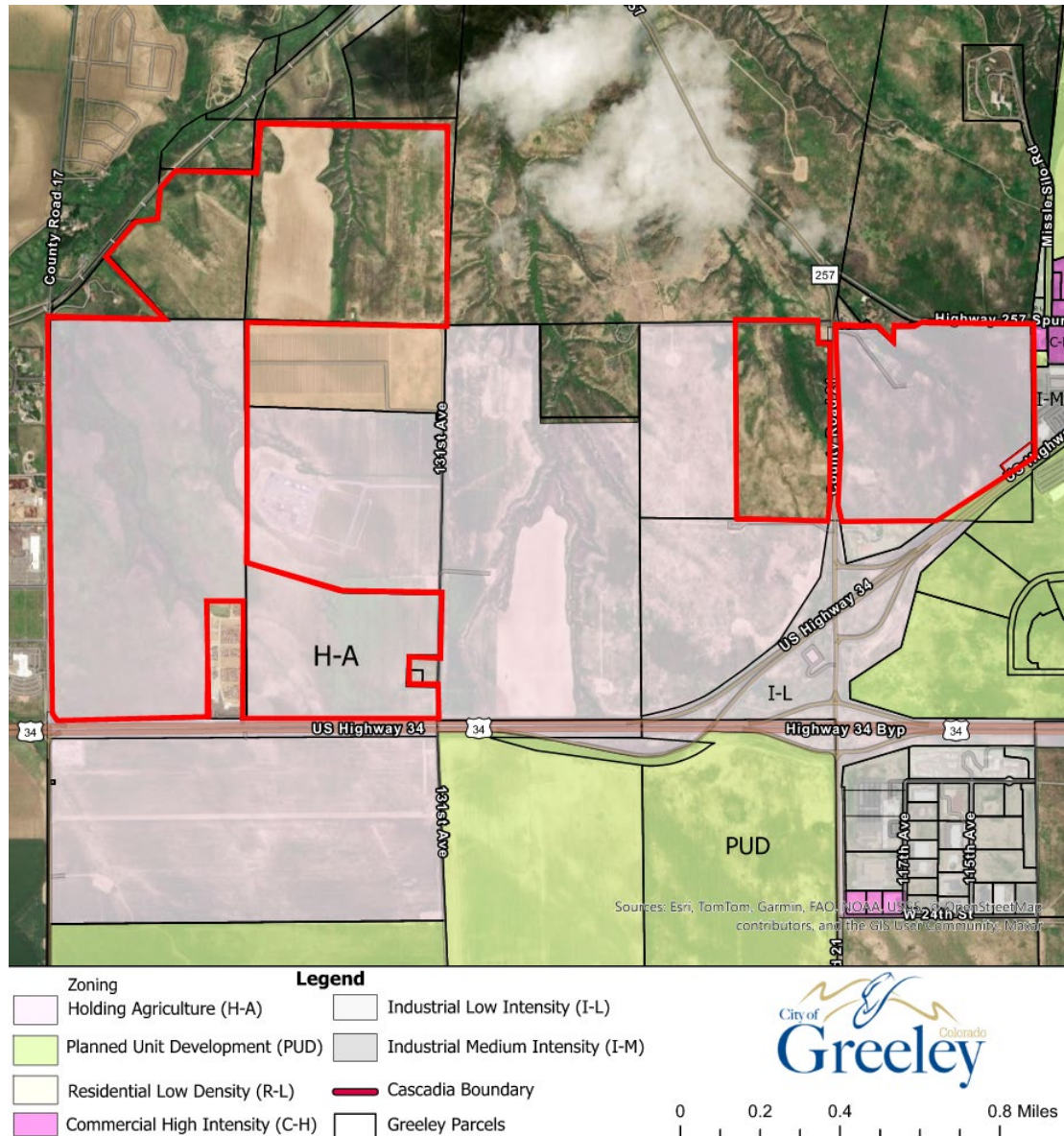


Figure 1: Vicinity and Existing Zoning Map

D. BACKGROUND

The existing condition of the property is largely undeveloped land, except for the 14 active oil and gas wells and 17 plugged and abandoned oil and gas wells and is characterized by variation in topography that consists of the arroyo natural features. The property is located within the

Long-Range Expected Growth Area and are designated in the Land Use Guidance Map as primarily Open Lands and Natural Areas (Bluff, Rural, and Community Separators, and Entryway Character Corridor) in the Comprehensive Plan.

Three of the six parcels considered with the application are already within the City of Greeley. The remaining three parcels are part of the pending annexation applications, the Schmerge and Kinnison Annexations. City Council accepted a resolution on August 5, 2025, making a finding to this effect for the annexation petitions and scheduled the introduction of the ordinance concerning the annexation for September 2, 2025, and the final reading on September 16, 2025. Following an approval of the annexations, the establishment of zoning will be considered as a separate hearing item and must, per state statutes, take place within 90 days of the annexation. This PUD application covers both the rezoning of existing parcels within the city and the establishment of zoning for the property within the Schmerge and Kinnison Annexations. The establishment of zoning and annexation history for the parcels included in the PUD are listed in Table 1 below:

Parcel	Existing Zoning	Annexation
095704000006	AG (Agriculture – County)	Schmerge Annexation Proposal
095704000031	AG (Agriculture – County)	Schmerge Annexation Proposal
095710000019	AG (Agriculture – County)	Kinnison Annexation Proposal
095709000008	H-A (Holding Agriculture- City)	Lundvall West Annexation; Ordinance Adopted 5/14/2001
095709401003	H-A (Holding Agriculture- City)	Golden Hill Annexation #4; Ordinance adopted 11/6/2000
095711200003	H-A (Holding Agriculture- City)	Bader Farm Annexation; Ordinance adopted 09/16/2002

Table 2

There are several separate items related to the Cascadia PUD that are adopted by City Council or under consideration by the City and are summarized below:

Pre-Development Services Agreement:

A resolution was passed and adopted on April 15, 2025, for the Pre Development Service Agreement. This agreement outlines the roles, responsibilities, and financial arrangements between the City of Greeley and Trollo, Inc. (doing business as The Water Valley Company). Agreement engages Trollo, Inc. as the fee developer for the pre-development services required for the Catalyst Project.

West Greeley General Improvement District – Residential West Greeley GID:

An ordinance was introduced on August 5th, 2025, and a second hearing is scheduled for August 19th for the establishment of the residential West Greeley General Improvement District. The main purpose of the district is to provide an alternative financing mechanism for the funding of certain improvements and certain services benefiting the properties included within the boundaries of the district.

City of Greeley, Commercial General Improvement District:

An ordinance was introduced on August 5th, 2025, and a second hearing is scheduled for August 19th, 2025 for the establishment of the City of Greeley, Commercial West Greeley General Improvement District. The main purpose of the district is to provide an alternative financing mechanism for the funding of certain improvements and certain services benefiting the properties included within the boundaries of the district.

Schmerge Annexation and Kinnison Annexation:

The annexation applications for both the Schmerge Annexation and Kinnison Annexation were submitted on June 20, 2025. Staff review found the annexations applications compliant with State and City annexation requirements and recommend approval of the annexation applications. The annexation petitions were accepted by City Council on August 5th, 2025, and are scheduled for a first reading and second reading with this Cascadia PUD item.

Cooperation Agreement

This agreement sets forth the roles, responsibilities, rights, and requirements, between the City of Greeley and The Water Valley Company, as it relates to development requirements, submittal terms and timelines, acceptance procedure for public improvements, responsibility for infrastructure, department of public works and community planning and development, building permits, inclusion of additional properties, and miscellaneous provisions. The agreement is currently in the review process. Once complete, agreement will go to City Council for approval

PUD Neighborhood Meeting:

A Neighborhood Meeting was held on June 25th, 2025, and was held by the applicant Water Valley Company and the City of Greeley. Refer to Section K of this report for a meeting summary.

Cascadia PUD Submittal:

The PUD application was submitted on July 11, 2025, and encompasses a total of 833.786 acres across nine different planning areas. The PUD zoning application is a rezone for approximately 613 acres of land, and establishment of zoning for approximately 220 acres of land. The intent of the Cascadia PUD is to create a high-quality, catalytic development in West Greeley which will serve as a new gateway to the City. Cascadia will provide a mix of desired entertainment, commercial, and diverse residential neighborhoods while preserving open space and natural

areas. This PUD is designed to gradually transition density and intensity of uses, with the highest intensity planned in and near the Entertainment District and along Highway 34, and transitioning outward, with the lowest intensity and density to the north in Planning Area F.

Below are the proposed Planning Areas in the PUD (Table 3):

PLANNING AREA	USE	ACRES (approx.)
PA-A	Entertainment District	99.1
PA-B	Entertainment District	94.8
PA-C	Mixed-Use District	62.0
PA-D	Mixed-Use District	32.0
PA-E	Residential District	75.0
PA-F	Residential District	138.9
PA-G	Residential District	98.4
PA-H	Mixed-Use District	73.2
PA-I	Mixed-Use District	137.4

Table 3

Cascadia is organized into three Character Areas, according to location, similarities in land use, and other development characteristics of the PUD Planning Areas.

1. **Cascadia Entertainment District (Planning Areas A and B):** Anchored by entertainment uses, including an arena, a youth ice sports facility, a hotel/water park, a plaza, and other supporting uses. The property that includes Planning Area A includes the proposed Cascadia Falls Park. Planning Area A is the intended area for the Catalyst site, owned by the City of Greeley.
2. **Cascadia Ranch (Planning Areas C- G):** Consists of a variety of uses ranging from mixed-use areas to low-density residential neighborhoods and plans to include an equestrian center.
3. **Cascadia East (Planning Areas H and I):** Consists of a broad mix of land uses and primarily orients toward commercial uses with supportive high-density residential uses. This is a notable entryway in the city from SH 257.

The proposed PUD also includes the following elements included in the plan set:

- A plan for future parks and amenities that would serve this development,
- A land use matrix outlining allowed land uses in each of the Planning Areas.
- Character and theme intent, including architectural examples
- Development Standards
- Design Standards
- Relevant notes related to commitments for the development

- Lot typicals for conceptual lot layouts to be used throughout the development
- Street sections and details

E. APPROVAL CRITERIA

The Commission shall consider comments from review agencies and offices, the staff recommendation, citizen comments, and the following criteria (found in Section 24-204 and Section 24-205 of the Greeley Development Code) in taking action to recommend approval, denial, or to table the PUD for future consideration:

F. 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 properties are primarily agricultural and undeveloped. The proposed PUD zoning of the property anticipates future development as a mix of selective residential, commercial, and industrial uses, provided that adequate services can be extended and a master plan is incorporated into any future development.

The site is located within the Long-Range Expected Growth Area (LREGA) and is designated on the Land Use Guidance Map in the *Imagine Greeley Comprehensive Plan* as a combination of Open Land and Natural Areas categories such as Bluffs, Community Separator, Entryway Character Corridor and Rural Neighborhood.

The bluffs and rural designations emphasize preserving a low-density development pattern, particularly in areas identified as having ecological significance. In contrast, the property's adjacent to State Highway 257 and US Highway 34 presents a valuable opportunity for the City to shape visitors' first impressions through coordinated design and public improvements.

The following are among the goals recommended by the *Imagine Greeley Comprehensive Plan* that support the proposed PUD:

A. Goal ED-2: Promote desired economic sectors and a diverse local economy.

The Cascadia PUD is a development that provides a new approach for those desiring to live in Greeley, set up with a layout with amenities and an environment that can result in residents living and working in a varied and diverse local economy within the PUD. Among the uses proposed include an entertainment district that will function as a catalyst for economic activity. Other areas considered in the PUD account for a wide range of economic sectors to foster a

sustainable and diverse local economy in west area of Greeley. A diversity of housing is also considered to support the local economy and employment opportunities for the area.

B. Goal ED-4: Facilitate intergovernmental and public/private partnerships that foster successful economic development.

The Cascadia PUD is part of a formal collaboration aimed at delivering the Catalyst Entertainment District and surrounding supportive uses that create mixed-use development opportunities. The master-plan efforts associated with the PUD coordinate with CDOT and other local intergovernmental entities to implement major infrastructure projects. These collaborations ensure that the Cascadia PUD not only delivers high-quality development, but also strengthens regional connectivity, maximizes public investment, and creates lasting economic opportunities for the City.

C. Goal GC-1: Manage growth effectively.

The PUD provides a framework that allows the City and the developer to align land uses, infrastructure, and services in a predictable, long-term way rather than through piecemeal development. The residential proportions and distribution of units and the proposed non-residential uses and districts assist in providing a master plan for coordinating future growth of the area in a coordinated and predictable manner. This will assist in the development and alignment with infrastructure improvements, land use, and city service planning efforts.

D. Goal GC-2: Promote a balanced mix and distribution of land uses.

The Cascadia PUD promotes a balanced mix and distribution of land uses through the organization of the approximately 833-acre site into nine distinct Planning Areas that integrate entertainment, commercial, retail, residential, and civic uses in a coordinated framework. The PUD also allows for commitment to a mixed-use neighborhood opportunity that will provide a new center of activity for Greeley through the entertainment district in planning areas adjacent to US Highway 34. Interspersed throughout the development is a framework of both activated outdoor spaces, and passive outdoor spaces and trails for the residents and visitors to move through and experience. The combination of these elements through the PUD can foster community gathering and connectivity, further supporting economic vitality, housing options, and a cohesive community character.

E. Goal GC-3: Ensure new development, infrastructure investments,

and public realm improvements enhance the character of the community.

A key piece to the PUD focuses on providing a sense of place and defining character areas within the PUD to accomplish this goal. The vision of each character area is important for implementation of the enhancement of building the character within the community. The PUD also includes integration of infrastructure investment and public realm improvements to emphasize the character in each area, including but not limited to the Cascadia Falls, varied trail options, continuous open space throughout the PUD, and a public plaza in the Catalyst space to further define the entertainment district space for the City.

F. Goal HO-2: Encourage a broad diversity of housing options.

Three of the nine planning areas are predominantly residential and will provide an opportunity to fill gaps in both entry level (affordable) housing, workforce housing options, and fill a high-end and executive housing gap that is identified in the City of Greeley Housing for All Strategic Plan adopted by City Council. The plan also identifies that the location of the Cascadia PUD is a key site for large-scale residential growth and will provide a catalytic master-planned community that embodies the city's commitment to mixed-income development, neighborhood connectivity, and greenfield coordination for housing.

There are residential development opportunities throughout every area of the PUD to allow for maximum distribution of housing location and housing types. The PUD considers a wide range of possibilities for housing type including the following:

The PUD also allows for flexibility in allowing for a wider range of housing by considering non-traditional buildings and lot types including but not limited to:

- Common Open Space Lots
- Rear-Loaded Residential types
- Single-Family Detached Small Cluster lot types
- Single-Family Detached and Duplex, common lot type
- Small Family Detached lots.

These are all examples of what is presented and allowed as options within the PUD. Any potential implementation of these non-traditional housing types will require further evaluation through development review of subdivision and site plan processes.

G. Goal TM-2: Provide residents with a range of transportation choices and options.

An interconnected trail network featuring varied forms of transportation choices is considered in the PUD. Other forms of transportation include safe pedestrian and bike passage throughout the PUD, e-mobility trails (electric-powered devices such as e-bikes, e-scooters, golf carts, etc.), and equestrian trails. Future improvements to major vehicular traffic corridors such as WCR 17 and US-Highway 34, and future 131st Avenue will be coordinated with participating stakeholders to provide safe and efficient vehicle traffic patterns to serve the uses in the PUD.

H. Goal PS-3: Develop and maintain a safe, aesthetically pleasing, and livable community.

The Cascadia PUD is designed to create a safe, attractive, and livable community through thoughtful planning, high-quality design, and robust public infrastructure. The project integrates diverse uses including entertainment, retail, commercial, residential, and civic uses within a walkable, connected environment that fosters community interaction. Public improvements, including upgraded roadways, enhanced transit access, and modern utility systems, will improve safety, mobility, and regional connectivity. The development incorporates open spaces, recreational amenities, and a variety of housing options to serve residents of all ages and income levels, ensuring a vibrant, inclusive neighborhood. By blending innovative design with Greeley's character and heritage, Cascadia promotes long-term community vitality, economic opportunity, and an enduring sense of place.

Staff finds the proposed PUD is in accordance with the goals and objectives of the Comprehensive Plan, and the PUD does not conflict with that or other Plans or policies adopted by the City. 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 Cascadia PUD fulfills the intent of a PUD zone district in relation to surrounding areas by creating a coordinated, flexible framework that integrates a variety of complementary land uses including entertainment, commercial, retail, residential, and civic uses, while ensuring compatibility with adjacent undeveloped land, automobile recycling yard, and existing oil and gas operations. The planned mix of uses is arranged to transition in intensity, with higher-activity areas like the Catalyst Entertainment District placed near major transportation corridors and access points, and residential neighborhoods positioned to buffer and connect to surrounding areas. Infrastructure improvements, including upgraded roadways and regional transit connections, will enhance access to and from neighboring

communities, while public spaces and amenities are designed to serve both local residents and the broader region. This approach aligns land use, infrastructure, and community character, ensuring the development integrates seamlessly with its context while promoting long-term growth and vitality.

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 proposal fulfills this criterion by addressing significant changes in the area that make rezoning in the public interest. The western edge of Greeley, where the Cascadia PUD is located, is transitioning from predominantly vacant agricultural land and oil and gas operations to a targeted growth area. The subject area for the proposed Cascadia PUD is adjacent to other City of Greeley master planned developments (Delentaro) and the location of the property is located at the gateway to the City, along the farthest west boundary on the northside of Highway-34. With the incorporation of the Catalyst Entertainment District and supporting infrastructure investments, the area is poised for substantial economic and community development. Rezoning to PUD enables a coordinated mix of entertainment, commercial, retail, residential, and civic uses that can capitalize on these changes, promote reinvestment, and provide public amenities. This shift supports the City's vision for diversifying the economy, improving quality of life, and creating vibrant, connected neighborhoods, making the rezoning both timely and beneficial to master planning for the anticipated future City growth opportunities.

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 majority of the land within the parcels included have been annexed into the City of Greeley by the following annexations, adopted by ordinance. Details of history of establishment of zoning and annexation for each parcel are found in Table 2 of Section D - Background.

The parcels currently zoned as H-A listed above were intended to be used as a "pre-development" district to hold areas until more coordinated planning for infrastructure, land uses, and design can occur. The proposed PUD provides a mechanism for master planning the area to allow for more development opportunities that align with the current trends of west Greeley.

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 Cascadia PUD addresses this by establishing a master-planned framework that aligns with both the existing and anticipated character of development in the area. The proposal incorporates a connected street network with major roadway upgrades, a new overpass bridge at 131st Avenue, and enhanced regional access to integrate seamlessly with surrounding infrastructure. Civic spaces, plazas, and open areas are strategically placed to serve as community gathering points. The plan distributes a variety of building scales and formats ranging from high-intensity entertainment venues to lower-density estate residential neighborhoods in a way that ensures well thought out transitions between uses. The PUD standards allow for opportunities where mixed-use districts combine retail, office, and residential in walkable patterns, while residential areas of varying densities are positioned to buffer and connect to adjacent properties and open space/natural areas. This thoughtful arrangement ensures compatibility with future growth patterns and complementary uses, while creating a cohesive, well-connected community that balances activity, accessibility, and neighborhood character.

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: City services and facilities are planned to provide infrastructure to support the anticipated uses. Staff has worked closely with City and other utilities, Public Works, the Greeley Fire Department and other agencies to ensure availability of services and facilities for subsequent development proposals in the PUD.

The PUD commits to dedicating a minimum acreage of land for public safety facilities for the Greeley Fire Department and Greeley Police Department with future development review applications.

School District Weld RE-4 serves the site. See Section I.5 for additional information.

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 PUD proposal is located near key transportation corridors (US Highway 34 and State Highway 257) and is positioned at a crossroads between a dynamic economic corridor gateway into the city and a diverse landscape near designated natural areas and viewsheds for the City. The PUD provides opportunities for varied housing types (approximately 3,401 dwelling units proposed), commercial and mixed-use opportunities (approximately 36% of the total PUD Area), and an entertainment district (approximately 23% of the total PUD Area) that allows for unique design to accommodate a future arena, plaza, and indoor water park facilities for the community.

Due to the unique design of the entertainment district and community amenity spaces, the proposed PUD zoning is more appropriate for serving the community than the current zoning.

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: Planning staff and review agencies have worked to minimize impacts from the proposed development. As the PUD is designed from a conceptual perspective, the development and design standards do incorporate strategies to alleviate any potential negative impacts to the area. Strategies include the following:

- Adequate screening and buffering standards between incompatible uses both within the PUD boundary and adjacent to the PUD.
- Lighting standards that consider the sensitivity to adjacent less dense and natural areas.
- Consideration of additional use specific standards for the proposed equestrian center use to minimize potential nuisance.
- Coordination with adjacent developments to anticipate future regional growth and account for this in the conceptual traffic and utility designs.
- The proposed GID (separate consideration see Section D above for a summary of the GID) between the City of Greeley and The Watery Valley Company coordinates to provide a robust network of public infrastructure that will support the long-term success of the Cascadia PUD.

Impacts have been considered at the PUD review stage and all future development review applications will require specific planning and strategies to be implemented to address any potential negative impacts to the area.

The request complies with this criterion.

9. The recommendations of professional staff or advisory review bodies.

Staff Comment: Community Development staff have provided referral reviews for the PUD to both city staff agencies and external advisory review bodies, including adjacent jurisdictions. Based on review, Community Development staff recommend approval.

The request complies with this criterion.

G. PLANNED UNIT DEVELOPMENT REVIEW CRITERIA, SECTION 24-205(c):

1. The plan reflects greater consistency with or more specificity in implementing the Comprehensive Plan than what could be accomplished under application of general zoning districts and development standards.

Staff comment: The proposed PUD provides a design framework through utilization of conceptual and master planning for planning areas, uses, themes, and building types that will create neighborhoods within the City of Greeley that provide a unique sense of place and further the goals of the Comprehensive Plan to a higher degree of specificity by integrating a balanced mix of entertainment, commercial, residential, and civic uses; designing connected street networks and mobility hubs to enhance accessibility; incorporating plazas, open spaces, and recreational amenities that foster community interaction; and coordinating infrastructure and land use in a manner that supports economic vitality, housing diversity, and long-term, sustainable growth.

Further, the PUD considers specific development and design standards that allow for the opportunity to encourage and implement high-quality developments while still allowing for flexibility to creative innovative spaces among the uses within the PUD.

- a. There are eight pertinent goals within the Comprehensive Plan that are applicable to the proposed PUD. Sound planning and urban design principles are clearly demonstrated in the PUD to contribute to these goals (see Section F.1. above for a detailed analysis):

1. Goal ED-2: Promote desired economic sectors and a diverse local economy.
2. Goal ED-4: Facilitate intergovernmental and public/private partnerships that foster successful economic development.
3. Goal GC- 1: Manage growth effectively.
4. Goal GC-2: Promoting a balanced mix and distribution of land uses.
5. Goal GC-3: Ensure new development, infrastructure investments, and public realm improvements enhance the character of the community.
6. Goal HO-2: Encourage a broad diversity of housing options.
7. Goal TM-2: Provide residents with a range of transportation choices and options.
8. Goal PS-3: Develop and maintain a safe, aesthetically pleasing, and livable community.

The request complies with this criterion.

2. The benefits from any flexibility in the proposed plan:

- (1) promote the general public health, safety and welfare of the community, and in particular, that of the areas immediately near or within the proposed project, and is not strictly to benefit the applicant or a single project;**
- (2) involves innovative concepts that were not anticipated by the development code; or**
- (3) apply to a unique or specific context in a manner that allows the project to better meet the intent or design objectives of the base zoning districts and standards.**

Staff comment:

The proposed PUD plan provides a framework for future master planned development that provides enough flexibility to allow for public benefit through the Catalyst Entertainment District. The intent of the Catalyst site (Planning Area A) will allow for a combination of impactful uses to further enhance economic opportunities, a sense of place, and additional opportunities to access outdoor spaces for the community.

There are a wide range of residential uses, ranging from single-family estate neighborhoods to opportunities for creative single-family detached cluster and cottage neighborhoods, townhome, multi-family and consideration of incorporated mixed-use buildings.

The incorporated Design Standards for the PUD were developed and incorporated to address the inherently unique nature of the design, specifically as it related to some of the less common uses such as the arena and equestrian center. Specialized functions and operational needs were considered with the standards to accomplish a quality design for very specific contexts within the plan.

The request complies with this criterion.

3. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the goals and objectives of the Comprehensive Plan to the area.

Staff comment: As mentioned with the first criteria, the request for the PUD has demonstrated that it is consistent with sound planning principles and with applicable goals and objectives of the Comprehensive Plan including but not limited to the following (see Section F.1 for a detailed analysis):

1. *Goal ED-2*: Promote desired economic sectors and a diverse local economy.
2. *Goal ED-4*: Facilitate intergovernmental and public/private partnerships that foster successful economic development.
3. *Goal GC- 1*: Manage growth effectively.
4. *Goal GC-2*: Promoting a balanced mix and distribution of land uses.
5. *Goal GC-3*: Ensure new development, infrastructure investments, and public realm improvements enhance the character of the community.
6. *Goal HO-2*: Encourage a broad diversity of housing options.
7. *Goal TM-2*: Provide residents with a range of transportation choices and options.
8. *Goal PS-3*: Develop and maintain a safe, aesthetically pleasing, and livable community.

The request complies with this criterion.

4. The plan meets all of the review criteria for zoning map amendments in Section 24-204.

Staff comment: The request complies with Section 24-204, Review Criteria for Rezoning as detailed in Section F of this report.

The request complies with this criterion.

H. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The majority of parcels included in the PUD application are currently unsubdivided. A Subdivision Plat will be required for future development proposals. The Subdivision Plat process includes a two-step process, starting with a Preliminary Plat (requires decision by the Planning Commission) and a Final Plat (requires administrative city staff decision). Any proposed deviation from the PUD may allow for a minor amendment

and director approval so long as it meets minor amendment criteria outlined in Section 24-205 of the Development Code.

Parcel	Subdivision
095704000006	No Subdivision
095704000031	No Subdivision
095710000019	No Subdivision
095709000008	No Subdivision
095709401003	R&R Warner Subdivision (2015)
095711200003	Stanley Subdivision (1995)

2. HAZARDS

The properties contain 17 plugged and abandoned oil and gas wells and 14 active wells. An active oil and gas facility is located offsite on parcel 095709101002, at least 200 feet from the PUD boundary. The presence of these wells onsite does not impact the proposed zoning. Oil and gas setbacks are noted in the PUD and will be included with any future development review proposal. Large portions of the property feature notable topographic variation, including arroyos that have steep slopes.

3. WILDLIFE

According to the City of Greeley's Areas of Ecological Significance map, portions of the Cascadia PUD have areas that may contain significant natural features. These natural features have not been significantly affected by development yet. To further evaluate the current state of these natural areas, a biologist report was provided by the developer and evaluated the PUD area for potential of remaining species and habitat distributions. The report found that no federally listed species or habitats were observed at this time. A commitment in the PUD is provided that commits to additional environmental analysis with future subdivision and site plan processes in accordance with City Code for potential development within or near any sensitive areas.

The PUD application was also referred to Colorado Parks and Wildlife (CPW). CPW provided a response on August 11, 2025, stating concerns related to the submitted biologist report and preservation of the undeveloped area for wildlife species and connectivity to Shurview (Arroyos Del Sol Natural Area). CPW mentions the burrowing owl and states recommendations for minimizing or avoiding impacts to any Burrowing Owls within the project area. In addition to these strategies, any future development of the area will be required to meet the requirements of Section 24-1004 of the Development Code to comply with standards related to the Burrowing Owls species. The response is provided as Attachment 8 included with the report.

4. FLOODPLAIN

The site has no mapped floodplains on the subject property

5. DRAINAGE AND EROSION

The site is largely undeveloped with drainage patterns expected to match existing conditions. However, drainage patterns and required stormwater infrastructure and detention would be examined in greater detail through further development applications and the subsequent permitting processes.

6. TRANSPORTATION

Access to the site would be initially provided at Weld Country Road 17 and at State Highway 257. A future connection to the south is envisioned as an above grade flyover aligning with 131st Avenue, and connections to the east are envisioned in the future through Promontory Parkway and the future 4th Street alignment. Connections between planning areas are shown in the PUD document. Internal site circulation will be determined at the time of subdivision and site plan review land use cases.

I. SERVICES

1. WATER

A conceptual hydraulic report was included with this submittal. There are several potable water transmission mains on and adjacent to the PUD boundary which will be used to serve the development. Site specific requirements for internal water infrastructure will be determined at the time of Subdivision and Site Plan land use submittals.

2. SANITATION

A conceptual hydraulic report was included with this submittal. Sanitary sewer flows, including offsite flows from adjacent developments will be conveyed north of the site to connect into the public system. Site specific requirements for internal sanitary sewer infrastructure will be determined at the time of Subdivision and Site Plan land use submittals.

3. EMERGENCY SERVICES

The proposed PUD would be served by the Greeley Fire Department. With a successful annexation for both Kinnison and Schmerge properties, the applicant would withdraw the property from the Windsor/Severance Fire Protection District (request to withdraw was provided with the annexation application). The City of Greeley Fire Department would take over fire services for the site once annexed.

The closest fire station, Fire Station #6 (10603 W. 20th St) is approximately 2 miles away from the Cascadia PUD site to the east.

The City of Greeley Police Department would also serve this area with the completion of the annexation. The nearest police station is approximately eight (8) miles east located at the northeast corner of 10th Street and 30th Avenue.

The PUD commits to a minimum of 5 acres to be dedicated for public safety uses in the PUD. The exact timing of dedication shall be determined as part of future development applications.

4. PARKS/OPEN SPACES

The site is located south of the 1,000-acre city-owned Arroyos Del Sol Natural Area. Future parks and open space will be required with the establishment of zoning as a PUD and further with the future subdivision and site plans for the property.

Park dedication and establishment is identified in the Parks Approach, which includes the Arena, publicly available facilities, an Equestrian Center, and various trail connectivity opportunities. Open space corridors, utilizing the existing arroyos are conceptually highlighted on the plan.

5. SCHOOLS

The PUD is located within the Windsor RE-4 School District. The school district was notified of the PUD proposal upon submittal to the city and further coordinated with the applicant for expectations related to school dedication and cash in lieu options.

6. INTERGOVERNMENTAL AGREEMENT (IGA)

The Cascadia PUD proposal is within the Cooperative Planning, Land Use and Utility Area for the City of Greeley and Town of Windsor IGA. The Cascadia PUD is within both the Principal Employment Corridors and Secondary Corridor Area. As part of the cooperation and coordination outlined in the agreement, the City of Greeley provided the Town of Windsor a referral period of at least four weeks for the PUD application. The Town of Windsor provided comments to the City requesting future coordination and assurance that the development adheres to the terms of the agreement. The comments were considered with the proposal. Additional coordination may be required in future development applications to further align with the IGA.

7. METROPOLITAN DISTRICT

A Metropolitan District is a quasi-governmental agency that is intended on being utilized for future development in the PUD. The intention is that it may provide public

improvements for the use and benefit of all anticipated inhabitants and taxpayers of the district. A separate application process is required to establish a Metropolitan District within the City and would occur at a later date.

8. GENERAL IMPROVEMENT DISTRICT

See detailed description of the proposed GID that would cover the proposed Cascadia PUD area in Section D of this report.

J. NEIGHBORHOOD IMPACTS

1. VISUAL

The PUD would not create any immediate visual impacts on the surrounding neighborhood, which is largely rural. Potential impacts would be reviewed at time of future development applications for subdivisions and site plans.

2. NOISE

The conceptual nature of the PUD does not demonstrate noise as a potential impact to the area. Any potential noise impacts due to the proposed uses would be reviewed and mitigated at time of future development applications. Noise levels are regulated by the Greeley Municipal Code.

K. NOTIFICATION:

1. NEIGHBORHOOD MEETING

A neighborhood meeting was held on June 25, 2025, by the applicant: Water Valley Company and the City of Greeley. Representatives from both groups were present to answer questions regarding the proposed PUD concept and the development review process. Approximately 70 individuals from the public were present at the meeting. Thirty-three (33) written comments were provided to the applicant. Common themes related to the zoning proposal among the comments and discussions had at the meeting included the following:

- Traffic, Safety, and Infrastructure Concerns
 - Concerns for worsening congestion on Highway 34 and other roads, insufficient police/fire/medical coverage, and increased DUI risks after events.
 - Requests for traffic lights, roundabouts, or other safety measures near residential areas.
- Environmental and land use issues
 - Concerns about loss of open space, agricultural land, and ecologically significant areas like arroyos and shortgrass prairie.
 - Requests for eco-tourism or conservation-oriented alternatives
- Perceived geographic and economic benefit misalignment
- Annexation and Zoning process requirements

- Comments related to the school district's ability to serve the new residents that would reside in the PUD.

It should also be noted that many concerns were made that were not directly related to the review criteria of the PUD zoning request that instead of related to the financial implications of the project, a community benefits agreement (CBA) to further address community needs outside of the zoning criteria, and alternative community investments for City leadership to consider.

- 2. PUBLIC NOTICE AND COMMENT:** Mailed notice was sent on August 5, 2025, to surrounding properties within 1000 feet of the subject property. The applicant posted signs on the property on August 8, 2025, and a notice was published as required by the noticing requirements in the Development Code. To date, staff have not received any written or verbal public comment regarding the Planned Unit Development case. Any comment received after the report is distributed will be provided as an exhibit to the commission at the public hearing.
- 3. MINERAL ESTATE OWNER NOTIFICATION:** A mineral estate notice was mailed by the applicant for all parcels included in the PUD boundary on July 25, 2025.

L. PLANNING COMMISSION RECOMMENDED MOTIONS:

- 1. Recommended (Approval)**

A motion that based on the project summary and analysis, the Planning Commission finds that the request for rezoning and establishment of zoning for the Cascadia Planned Unit Development, file number PUD2025-0003, meets approval criteria found in Section 24-204(b), and Section 24-205(c) of the Development Code, and therefore recommends approval of the request to City Council with the following condition:

The Park Land Dedication (PLD) standards as provided on Sheet 24 of the PUD Design Standards shall be revised prior to City Council Public Hearing date to reflect final agreements for Park Land Dedication credit.

- 2. Alternative (Denial)**

A motion that, based on the project summary and analysis, the Planning Commission finds that the request for rezoning and establishment zoning for the Cascadia Planned Unit Development, file number PUD2025-0003, does not meet approval criteria found in Section 24-204(b), and Section 24-205(c) of the Development Code and therefore recommends denial of the PUD to the City Council.

M. ATTACHMENTS:

1. Planned Unit Development (PUD) Plan Set
2. Legal Description
3. Vicinity and Zoning Map for Cascadia PUD
4. Adjacent Property Owner Notification Boundary Map

5. Project Narrative for Cascadia PUD
6. Colorado Parks and Wildlife Comments (dated August 18, 2025)
7. Town of Windsor Comment Letter (dated July 22, 2025)
8. City Staff Presentation



Planning Commission Meeting Minutes

August 26, 2025, at 1:15 pm

1. Call to Order

Don Threewitt (Deputy Director of Community Development) asked all online participants who wished to speak to raise their hand. A list of speakers would be compiled and used during the public portion of the hearing.

Chair Yeater called the meeting to order at 1:15 pm

2. Roll Call - Present

Chair Justin Yeater
Vice Chair Louisa Andersen
Commissioner Jeff Carlson
Commissioner Brian Franzen
Commissioner Larry Modlin
Commissioner Christian Schulte
Absent
Commissioner Erik Briscoe

3. Approval of the agenda

There were no changes to the agenda, Chair Yeater proceeded with the agenda as published.

4. Approval of the July 22, 2025, and August 12, 2025, Planning Commission Meeting Minutes

Motion by Commissioner Franzen:

To approve July 22, 2025, and August 12, 2025 Planning Commission Meeting minutes as published.

Second: Carlson

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

5. Approval of a Special Planning Commission Meeting on Wednesday August 27, 2025, at 1:30pm

Motion by Commissioner Franzen:

To hold a Special Planning Commission Meeting on Wednesday August 27, 2025, at 1:30pm

Second: Vice Chair Andersen

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

6. A public hearing to consider a request for annexation of approximately 219.221 acres of land generally located west of 131st Avenue, approximately one mile north of US Highway 34 known as Schmerge Annexation (ANX2025-0002)

Brian McBroom (Director of Community Development) began by noting that Items 6, 7, and 8 would be presented together, but each item would be voted on separately. He recommended that the items be introduced together.

Chair Yeater then introduced all three items together.

Mr. McBroom began his presentation by introducing himself, Katelyn Puga (Planner III), Thomas Gilbert (Engineer IV) and the items as published.

At 1:26pm the Clerks had to restart the sound system as the microphones were not working properly. Mr. McBroom was asked to pause his presentation until this was remedied. His presentation resumed at 1:27pm.

Commissioner Schulte requested clarification on the items being voted on, confirming that the first two involve annexations—deciding whether the parcels should be incorporated into the City of Greeley—and the third concerns approval of PUD zoning. No decisions on future development plans are being made at this time; those will follow later. Mr. McBroom affirmed that Commissioner Schulte's understanding was correct. Mr. McBroom reiterated a previous point from his presentation, emphasizing that all subsequent development plans must align with the approved PUD zoning criteria.

Commissioner Franzen asked if concerns such as traffic should be addressed at this stage. Mr. McBroom answered by saying, at this conceptual stage, the plan has the capability of meeting the City's infrastructure design criteria, with detailed evaluations to follow in later land use applications.

Vice Chair Andersen requested a definition of the city's role as a co-applicant and how it relates to the quasi-judicial body. Mr. McBroom answered by saying 100 of the 828 acres are city-owned. In April, the City Council joined Water Valley Company as co-applicant for the PUD and authorized Water Valley to prepare the application. When finalized, the City Council will review the project in its usual quasi-judicial zoning role, regardless of the city's ownership. Vice Chair Andersen then inquired whether there have been other PUDs, or if any are expected in the future, where the applicant and the approving body are the same. Mr. McBroom answered by saying the city has often required land use approvals for development on city-owned property, though it's unclear if any involves a planned unit development (PUD). This can be confirmed after the hearing. All developments, including those on city property, must comply with the City's Development Code.

Vice Chair Andersen noted that the existing salvage yard was specifically excluded and was not mentioned among the uses of the abutting land. She then asked why it was necessary to exclude it. Chair Yeater asked to keep questions directed to the items up for vote. Vice Chair Andersen then said her question pertained to the PUD portion specifically. She asked for an update on the timeline for a forced annexation of the salvage yard, given that it is an enclave. She noted that the code says if a property has been an enclave for more than three years, it should be subject to forced annexation. Mr. McBroom stated he was not aware of any actions that the city has taken to unilaterally annex that property.

Vice Chair Andersen referenced a slide noting the intent to incorporate design standards and ensure compatibility with existing uses, and asked how the small parcel, that the salvage yard sits on, in the middle of the entertainment district would be addressed in terms of design and sensitivity under the PUD. Mr. McBroom noted that the parcel is controlled by Water Valley Company, which is aware of the adjacent, potentially incompatible land use in Planning Area B, and suggested this might be better addressed by the applicant during their presentation.

Vice Chair Andersen asked about access to the salvage yard and how it connects to surrounding elements, including Highways 34 and 17, and how that access will function within the framework of the proposed PUD. Mr. McBroom stated that the PUD does not propose changes to the salvage yard's access. While a new interchange at County Road 17 and Highway 34 is being planned, design details are not yet available. Mr. Trombino (Managing Director) is in attendance and may provide further insight, but the PUD cannot alter access to adjacent properties.

Commissioner Carlson noted that the PUD includes some non-contiguous parcels and asked for clarification on the rationale behind that approach. He also inquired whether the excluded areas are intended to remain permanently outside the PUD. Mr. McBroom stated that while the exact answer isn't known at this time, Planning Areas H and I lie farther east than the main PUD area. The developer intends to apply consistent land use, site design, and open space standards across all 828 acres. The city expects the PUD to set the tone for future development of the land between the included parcels.

Commissioner Schulte noted that annexation and zoning wouldn't immediately impact road layout or utilities, but asked what consideration has been given to long-term needs such as law enforcement. Mr. McBroom explained that police and fire departments are already discussing how to serve the area, including early plans for a new fire station, potentially with a police substation. The fire department is seen as the most urgent need due to response time concerns, as police already patrol citywide. A new station west of Highway 257 is being explored, pending funding and site selection. In the meantime, mutual aid agreements with nearby fire districts will help maintain service levels during early development phases.

Commissioner Franzen had a follow-up question regarding funding for those new stations. Mr. McBroom noted that police and fire facilities are funded through a dedicated tax and public safety impact fees collected at the time of building permits. If those sources fall short, the city's general fund would likely cover the remaining costs.

Chair Yeater inquired whether the City has a policy on forced annexation and if there are any current annexation requests for the lot containing the salvage yard. Mr. McBroom stated that he is not aware of any policy on forced annexation, nor of any annexation request made for that property.

Chair Yeater asked if there were any more questions for staff. Seeing none, Chair Yeater invited the applicant to make their presentation.

Martin Lind (Developer) introduced himself. Mitch Black (Norris Design) introduced himself and the presentation as published.

Mr. Black answered Vice Chair Andersen's previous question about the salvage yard. He explained that the PUD includes buffering criteria for all land uses, especially in mixed-use areas like Planning Areas A and B adjacent to the salvage yard. These standards ensure appropriate

buffering between compatible and less compatible uses, aligning closely with existing city requirements.

Chair Yeater asked whether the applicant was also representing the city to respond to questions. Mr. Black responded by saying general questions about the PUD can be addressed, but city representatives are present to respond to any specific questions related to the city as a co-applicant.

Vice Chair Andersen asked about the salvage yard, noting that since the property owner has not requested annexation and no forced annexation is required, what the plan was for incorporating that area into the Cascadia development. Mr. Lind stated that they are working in good faith with the salvage yard owners to identify potential relocation sites and seek an amicable resolution. However, if relocation isn't possible, certain actions related to State Highway 34—unrelated to the current hearing and managed by Public Works—will need to proceed. While there is significant activity in the area, Mr. Lind emphasized that they are not the property owners nor representing the salvage yard at this time.

Commissioner Schulte asked if part of the vision is to have an arena suitable for an affiliate or farm team hockey. Mr. Lind confirmed that it will serve as the development team for the Colorado Avalanche. The Colorado Eagles have committed to this site, and as their representatives, he can confirm this with full authority.

Chair Yeater inquired about a gap that appeared to be excluded from the PUD. During this discussion, the microphones malfunctioned. Chair Yeater summarized their conversation when they came back online as the following: “my question was, what was the break between the two parcels? And as you indicated, it's merely a graphical representation defining planning areas A, B, C, and so on. It's the line between those two planning areas. It's simply a graphical representation of what's going on, there is no gap.”

Commissioner Franzen asked whether the salvage yard would be included in the future plan for the area, either following an amicable resolution or if potential annexation takes place. Mr. Lind said the intent, if a solution can be reached, would be to return and pursue annexation of the property, incorporating it into the same Planned Unit Development (PUD).

Chair Yeater invited the city representative, as a co-applicant, to speak.

Paul Trombino (Managing Director) introduced himself. The commission had no questions.

Chair Yeater opened the public portion of the meeting at 2:16 p.m.

Seeing nobody from the public that wished to speak, Chair Yeater closed the public portion of item 6 (ANX2025-0002) at 2:16 p.m.

Motion by Commissioner Franzen:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation **meets** approval criteria found in Section 24-214. b.2.(a-e). And, the proposed Schmerge Annexation, File number **ANX2025-0002**, **meets** State statutory requirements. And, therefore, **recommend approval** of the request to the City Council.

Second: Vice Chair Andersen

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

7. **A public hearing to consider a request for annexation of approximately 73.319 acres of land located within unincorporated Weld County, generally located west of State Highway 257 approximately one-half mile north of US Highway 34 known as Kinnison Annexation (ANX2025-0003)**

Chair Yeater opened the public portion of the meeting at 2:16pm

Seeing nobody from the public that wished to speak, Chair Yeater closed the public portion of item 7 (ANX2025-0003) at 2:17pm

Motion by Vice Chair Andersen:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation **meets** approval criteria found in Section 24-214. b.2.(a-e). And, the proposed Kinnison Annexation, File number **ANX2025-0003**, **meets** State statutory requirements. And, therefore, **recommend approval** of the request to the City Council.

Second: Commissioner Franzen

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

8. **A public hearing to consider a request for establishment of zoning for approximately 220.56 acres and rezone for approximately 613.218 acres from H-A (Holding Agriculture) to PUD (Planned Unit Development) for a total of approximately 833.786 acres generally located east of Weld County Road 17 and north of US Highway 34 known as Cascadia Planned Unit Development (PUD2025-0003)**

Chair Yeater opened the public portion of the meeting at: 2:17pm

Morgan Kidder representing Ravina Investments LLC spoke in favor of the project, stating the zoning for this property lays the groundwork for this developer to create an economic boom for the City of Greeley that will far surpass what Scheels and Centerra do for the town of Johnstown and the City of Loveland.

Chair Yeater asked if anyone else from the public wished to speak. Seeing none, Chair Yeater closed the public portion of item 8 (PUD2025-0003) at 2:19pm and invited the applicant to rebuttal any testimony or speak further on the item. Seeing none, Chair Yeater asked that they read each motion individually and proceed appropriately.

Motion by Vice Chair Andersen:

Based on the project summary and analysis, the Planning Commission finds that the request for a rezoning and establishment of the Cascadia Planned Unit Development, File number **PUD2025-0003**, **does not meet** approval criteria found in Section 24-204. (b), and Section 24-205(c) of the Development Code and therefore **recommend denial** of the PUD to the City Council.

Second: Commissioner Franzen

Discussion: Vice Chair Andersen expressed concern over the city acting as both applicant and approving body for this PUD, citing the vague, sensitive nature of the proposal and the quasi-judicial process. Additionally, concerns were raised about compatibility with adjacent land uses—particularly the neighboring salvage yard, which complicates the plan. With no current annexation plans for that property, future annexation could create conflicts with proposed amenities like

parks. Due to these unresolved issues and built-in conflicts, Vice Chair Andersen does not recommend approval of the PUD (Planned Unit Development).

Chair Yeater said he believes the applicant can manage the use and notes that the landowner has not expressed concerns, which suggests the issue may not be significant. While acknowledging some concerns about the PUD's (Planned Unit Developments) use, they view this as an appropriate and unique application of the PUD (Planned Unit Development). Chair Yeater also recognized the potential conflict of the city acting as both applicant and regulator but pointed out that similar situations with single parcels have been reviewed before. Chair Yeater intends to vote against the current motion, hoping for a subsequent motion to approve the item.

Commissioner Schulte stated that he does not believe it is improper for the city to consider its own application, noting that it is common for a government to subject itself to the same laws and processes as private landowners. While it may seem unusual for the city to be both applicant and approver, the city council is politically accountable to the public, ensuring transparency. The alternative—exempting the city from these processes—would limit its ability to own and develop land. The speaker supports evaluating the application on its merits regardless of ownership and intends to oppose the current motion.

Commissioner Modlin noted that, in many cases, properties with differing adjacent uses have not prompted discussions about their future compatibility. However, he emphasized that this PUD specifically requires addressing that issue. As a result, Commissioner Modlin stated he would not support approval of this motion.

Vice Chair Yeater asked if anyone else would like to speak to the motion. Seeing none, Chair Yeater asked for a vote, clarifying the motion is in opposition to the item.

Vote: 1-5, motion failed (Commissioners Schulte, Carlson, Yeater, Franzen & Modlin voted “no”)

Absent: Commissioner Briscoe

Chair Yeater turned it back to the commission to see if there was another motion.

Motion by Commissioner Schulte:

A motion that based on the project summary and analysis, the Planning Commission finds that the request for rezoning and establishment of zoning for the Cascadia Planned Unit Development, file number **PUD2025-0003**, **meets** approval criteria found in Section 24-204(b), and Section 24-205(c) of the Development Code, and therefore **recommends approval** of the request to City Council **with the following condition:**

- The Park Land Dedication (PLD) standards as provided on Sheet 24 of the PUD Design Standards shall be revised prior to City Council Public Hearing date to reflect final agreements for Park Land Dedication credit.

Second: Commissioner Franzen

Vice Chair Andersen thanked Commissioner Schulte for his clarification regarding the city, subjecting itself to its own criteria.

Vote: Motion carried 5-1 (Commissioner Anderson voted “no”)

Absent: Commissioner Briscoe

9. **Motion by Commissioner Franzen:**

A motion to cancel the special planning meeting for Wednesday August 27, 2025, at 1:30 pm

Second: Commissioner Schulte

Vote: Motion carried 6-0

Absent: Commissioner Briscoe

10. Staff Report:

Brian McBroom (Director of Community Development) provided several updates: The three cases discussed in this meeting are scheduled for first reading by City Council on September 2nd, with public hearings tentatively set for September 16th. Community surveys for the East and West Subarea Plans have received 135 and 157 responses, respectively, which are considered strong given current engagement challenges. Additionally, the City Council plans to adopt a proclamation at their October 7th meeting declaring October as Community Planning Month in Greeley, with an invitation extended to the commissioners to attend and participate in the related photo opportunity.

Chair Yeater expressed gratitude to City Staff and the Commission for their efforts throughout the day, noting it was encouraging to see everyone come together.

11. Adjournment:

Chair Yeater adjourned the meeting at 2:31 pm.

(Name) – Chair

(Name) – Staff Liaison or Dept Manager



Item 23: 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

September 2, 2025

Key Staff Contact: Katelyn Puga, Planner III, Brian McBroom, Community Development Director, Donald Threewitt, Deputy Director of Community Development

Title:

Public hearing and second reading of an ordinance to consider a request for annexation of approximately 63.29 acres of land generally located south of AA Street, west of County Road 35, and north of O Street known as Willow Vista Annexation 1 (ANX2024-0001)

Summary:

The property owner, Union Colony Investors LLC, and applicant Baessler Homes have petitioned the City to annex a total of 222.4 acres of unincorporated property, including the rights-of-way of Weld County Road 35 and AA Street, known as the Willow Vista No. 1, No. 2, and No. 3 annexations. The annexations consist of three full parcels, Parcel No. 080526000035, Parcel No. 080525000076, Parcel No. 080525000077, and a portion of rights-of-way located on Parcel No. 080526000048. The annexation includes the rights-of-way for the round-about and detention ponds at O Street and CR 35. The annexations are proposed as part of a serial annexation with three annexation applications to establish contiguity with the city boundary.

This item was heard at the July 22, 2025, Planning Commission Meeting. The Planning Commission voted to approve this annexation with a 6-0 vote. Vice Chair Andersen was absent from this meeting. The item was introduced on August 19, 2025. By a majority vote from the Council, the public hearing and second reading was scheduled for September 2, 2025.

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from potential consideration for emergency response and maintenance of rights-of-way. The initial zoning designation proposed is Holding Agriculture (H-A), consistent with standard practice for newly annexed undeveloped land.

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
8. 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 certain date.

Council's Recommended Action:

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

Attachments:

1. Ordinance No. 24, 2025 with Appendix A
2. Resolution No. 31, 2025 with Exhibit A (Petition, Legal Description, Plat)
3. Vicinity & Zoning Map
4. Annexation Site Analysis Map
5. Neighbor Notification Boundary Map
6. Project Narrative
7. Public Comment
8. Planning Commission Staff Report
9. 7.22.2025 Draft Planning Commission Meeting Minutes
10. Item 24, 25, 26, 27 - Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 24, 2025
CASE NO. ANX2024-0001

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS THE “WILLOW VISTA ANNEXATION NO. 1,” LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64 COMPRISED OF 63.29 ACRES

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

Section 1. The City Council of Greeley, Colorado, hereby finds that the property, referenced in Section 2 below, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City of Greeley, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 2. The property referenced in this section and legally described in Appendix A is hereby approved for annexation and is annexed to the City of Greeley, Colorado.

Section 3. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the property map and the original annexation ordinance shall be filed with the City Clerk of the City of Greeley, Colorado, and three (3) certified copies of this Ordinance and map of the area annexed shall be filed for recording with the Clerk and Recorder of Weld County, Colorado, within thirty (30) days after the effective date of this Ordinance. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and map of the property annexed with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section.

Section 4. The City Clerk of the City of Greeley, Colorado, shall promptly transmit to the Northern Colorado Water Conservancy District a certified copy of this Ordinance and shall cooperate with the District to annex the subject area into the District's Municipal Subdistrict pursuant to the provisions of Section 37-45-136 (3.6) of the Colorado Revised Statutes.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 24, 2025
CASE NO. ANX2024-0001

**AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN
UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN
AS THE “WILLOW VISTA ANNEXATION NO. 1,” LOCATED GENERALLY SOUTH OF
WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64 COMPRISED OF
63.29 ACRES**

AN AREA OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION TWENTY-SIX (26), TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 26 AS MONUMENTED BY A #6 REBAR WITH A 3.25” ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5” ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG SAID EAST LINE A DISTANCE OF 1263.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 57°29'03" WEST A DISTANCE OF 752.00 FEET;
THENCE NORTH 23°58'11" WEST A DISTANCE OF 932.62 FEET TO THE SOUTH LINE OF THE E1/2NE1/4 OF SAID SECTION 26;
THENCE SOUTH 89°37'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 353.20 FEET TO THE SOUTHWEST CORNER SAID E1/2NE1/4;
THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 A DISTANCE OF 2378.57 FEET TO THE SOUTHERLY LINE OF SEELEY LAKE ANNEXATION NO. 3 RECORDED SEPTEMBER 22, 2023 AT RECEPTION NO. 4922120 AND TO A POINT HEREINAFTER REFERRED TO AS **POINT “A”**;

THENCE ALONG THE SOUTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 BY THE FOLLOWING NINE (9) COURSES AND DISTANCES:

THENCE SOUTH 11°12'34" EAST A DISTANCE OF 229.40 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 293.19 FEET, SAID CURVE HAS A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 17°40'57", AND IS SUBTENDED BY A CHORD BEARING SOUTH 20°03'02" EAST A DISTANCE OF 292.02 FEET;

THENCE SOUTH 28°53'31" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 91.07 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 324.93 FEET, SAID CURVE HAS A RADIUS OF 1175.00 FEET, A DELTA ANGLE OF 15°50'39", AND IS SUBTENDED BY A CHORD BEARING SOUTH 36°48'51" EAST A DISTANCE OF 323.89 FEET;

THENCE SOUTH 44°44'09" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 129.26 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 375.75 FEET, SAID CURVE HAS A RADIUS OF 980.00 FEET, A DELTA ANGLE OF 21°58'05", AND IS SUBTENDED BY A CHORD BEARING SOUTH 55°43'12" EAST A DISTANCE OF 373.45 FEET;

THENCE SOUTH 66°42'15" EAST A DISTANCE OF 174.76 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 351.84 FEET, SAID CURVE HAS A RADIUS OF 1230.00 FEET, A DELTA ANGLE OF 16°23'22", AND IS SUBTENDED BY A CHORD BEARING SOUTH 74°53'56" EAST A DISTANCE OF 350.64 FEET;

THENCE SOUTH 83°05'37" EAST A DISTANCE OF 57.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°22'10" WEST ALONG THE NORTHERLY PROLONGATION OF THE SAID WEST LINE A DISTANCE OF 60.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 86°02'39" EAST A DISTANCE OF 30.04 FEET;

THENCE NORTH 79°22'13" EAST A DISTANCE OF 30.40 FEET TO THE NORTHERLY PROLONGATION OF THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTHERLY PROLONGATION AND ALONG SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 01°22'37" EAST A DISTANCE OF 1125.21 FEET;

THENCE SOUTH 01°01'18" EAST A DISTANCE OF 1283.07 FEET;

THENCE NORTH 57°29'03" WEST A DISTANCE OF 35.99 FEET TO THE EAST LINE OF THE SE1/4 OF SAID SECTION 26 AND TO THE **POINT OF BEGINNING**.

TOGETHER WITH AN AREA OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT "A":

THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 OF SECTION 26 A DISTANCE OF 157.79 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 01°12'41" WEST ALONG SAID WEST LINE A DISTANCE OF 97.26 FEET TO THE NORTHWEST CORNER OF SAID E1/2NE1/4;

THENCE NORTH 89°28'28" EAST ALONG THE NORTH LINE OF SAID E1/2NE1/4 A DISTANCE OF 30.01 FEET;

THENCE SOUTH 01°46'31" EAST A DISTANCE OF 150.17 FEET THE NORTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 AND TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 61.97 FEET, SAID CURVE HAS A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 11°09'54", AND IS SUBTENDED BY A CHORD BEARING NORTH 31°48'04" WEST A DISTANCE OF 61.87 FEET TO THE **POINT OF BEGINNING**;

SAID AREAS OF LAND CONTAIN 63.29 ACRES (+/-2,757,047 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

CITY OF GREELEY, COLORADO

RESOLUTION NO. 31, 2025

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE ANNEXATION LAWS FOR PROPERTY KNOWN AS “WILLOW VISTA ANNEXATION NO. 1,” LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 63.29 ACRES

WHEREAS, Union Colony Investors, LLC has submitted an annexation petition to the City of Greeley for annexation of property located generally South of Weld County Road 66 and North of Weld County Road 64, 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. § 31-12-107(1), 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:

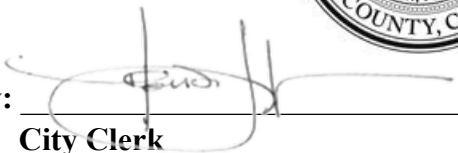
1. The annexation petition is found to substantially comply with C.R.S. § 31-12-107(1).
2. The public hearing for consideration of the proposed annexation petition is hereby set for September 2, 2025, at the City Council Chambers, City Center - South, 1001 11th Avenue, Greeley, Colorado, during a regular 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.

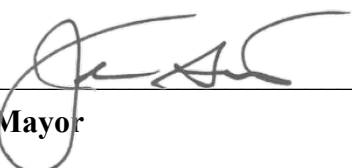
PASSED, AND ADOPTED, SIGNED AND APPROVED this 15th day of July, 2025.

ATTEST:



THE CITY OF GREELEY, COLORADO

By: 
City Clerk

By: 
Mayor

PETITION FOR ANNEXATION

Willow Vista Annexation No. 1

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, "Willow Vista Annexation No. 1." 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) Mailing Address Date of Signing

Union Colony Investors, LLC; By John M. Todd

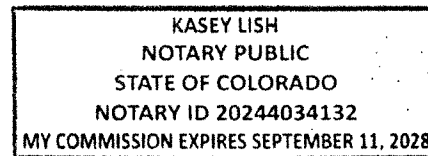
John M. Todd 6/4/25

Subscribed and sworn to before me this 4th day of June, 2025, by
~~Kasey Lish~~ John M Todd KL

Witness my hand and official seal.

My commission expires: 9/11/2028

Kasey Lish
 Notary Public



Land Owned

Property Description – WILLOW VISTA ANNEXATION NO. 1

AN AREA OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION TWENTY-SIX (26), TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 26 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG SAID EAST LINE A DISTANCE OF 1263.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 57°29'03" WEST A DISTANCE OF 752.00 FEET;

THENCE NORTH 23°58'11" WEST A DISTANCE OF 932.62 FEET TO THE SOUTH LINE OF THE E1/2NE1/4 OF SAID SECTION 26;

THENCE SOUTH 89°37'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 353.20 FEET TO THE SOUTHWEST CORNER SAID E1/2NE1/4;

THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 A DISTANCE OF 2378.57 FEET TO THE SOUTHERLY LINE OF SEELEY LAKE ANNEXATION NO. 3 RECORDED SEPTEMBER 22, 2023 AT RECEPTION NO. 4922120 AND TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE ALONG THE SOUTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 BY THE FOLLOWING NINE (9) COURSES AND DISTANCES:

THENCE SOUTH 11°12'34" EAST A DISTANCE OF 229.40 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 293.19 FEET, SAID CURVE HAS A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 17°40'57", AND IS SUBTENDED BY A CHORD BEARING SOUTH 20°03'02" EAST A DISTANCE OF 292.02 FEET;

THENCE SOUTH 28°53'31" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 91.07 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 324.93 FEET, SAID CURVE HAS A RADIUS OF 1175.00 FEET, A DELTA ANGLE OF 15°50'39", AND IS SUBTENDED BY A CHORD BEARING SOUTH 36°48'51" EAST A DISTANCE OF 323.89 FEET;

THENCE SOUTH 44°44'09" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 129.26 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 375.75 FEET, SAID CURVE HAS A RADIUS OF 980.00 FEET, A DELTA ANGLE OF 21°58'05", AND IS SUBTENDED BY A CHORD BEARING SOUTH 55°43'12" EAST A DISTANCE OF 373.45 FEET;

THENCE SOUTH 66°42'15" EAST A DISTANCE OF 174.76 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 351.84 FEET, SAID CURVE HAS A RADIUS OF 1230.00 FEET, A DELTA ANGLE OF 16°23'22", AND IS SUBTENDED BY A CHORD BEARING SOUTH 74°53'56" EAST A DISTANCE OF 350.64 FEET;

THENCE SOUTH 83°05'37" EAST A DISTANCE OF 57.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°22'10" WEST ALONG THE NORTHERLY PROLONGATION OF THE SAID WEST LINE A DISTANCE OF 60.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 86°02'39" EAST A DISTANCE OF 30.04 FEET;

THENCE NORTH 79°22'13" EAST A DISTANCE OF 30.40 FEET TO THE NORTHERLY PROLONGATION OF THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTHERLY PROLONGATION AND ALONG SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 01°22'37" EAST A DISTANCE OF 1125.21 FEET;

THENCE SOUTH 01°01'18" EAST A DISTANCE OF 1283.07 FEET;

THENCE NORTH 57°29'03" WEST A DISTANCE OF 35.99 FEET TO THE EAST LINE OF THE SE1/4 OF SAID SECTION 26 AND TO THE **POINT OF BEGINNING**.

TOGETHER WITH AN AREA OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID **POINT "A"**:

THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 OF SECTION 26 A DISTANCE OF 157.79 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 01°12'41" WEST ALONG SAID WEST LINE A DISTANCE OF 97.26 FEET TO THE NORTHWEST CORNER OF SAID E1/2NE1/4;

THENCE NORTH 89°28'28" EAST ALONG THE NORTH LINE OF SAID E1/2NE1/4 A DISTANCE OF 30.01 FEET;

THENCE SOUTH 01°46'31" EAST A DISTANCE OF 150.17 FEET THE NORTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 AND TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 61.97 FEET, SAID CURVE HAS A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 11°09'54", AND IS SUBTENDED BY A CHORD BEARING NORTH 31°48'04" WEST A DISTANCE OF 61.87 FEET TO THE **POINT OF BEGINNING**;

SAID AREAS OF LAND CONTAIN 63.29 ACRES (+/-2,757,047 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
) ss.
 COUNTY OF WELD)

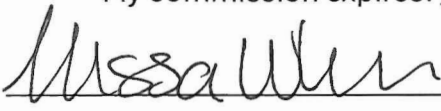
Kasey Lish being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.

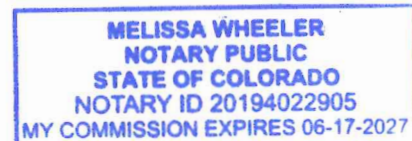

 (Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 4 day of June, 2025, by Kasey Lish.

Witness my hand and official seal.

My commission expires: 6/17/2027


 Notary Public



PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 1

AN AREA OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION TWENTY-SIX (26), TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 26 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG SAID EAST LINE A DISTANCE OF 1263.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 57°29'03" WEST A DISTANCE OF 752.00 FEET;

THENCE NORTH 23°58'11" WEST A DISTANCE OF 932.62 FEET TO THE SOUTH LINE OF THE E1/2NE1/4 OF SAID SECTION 26;

THENCE SOUTH 89°37'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 353.20 FEET TO THE SOUTHWEST CORNER SAID E1/2NE1/4;

THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 A DISTANCE OF 2378.57 FEET TO THE SOUTHERLY LINE OF SEELEY LAKE ANNEXATION NO. 3 RECORDED SEPTEMBER 22, 2023 AT RECEPTION NO. 4922120 AND TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE ALONG THE SOUTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 BY THE FOLLOWING NINE (9) COURSES AND DISTANCES:

THENCE SOUTH 11°12'34" EAST A DISTANCE OF 229.40 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 293.19 FEET, SAID CURVE HAS A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 17°40'57", AND IS SUBTENDED BY A CHORD BEARING SOUTH 20°03'02" EAST A DISTANCE OF 292.02 FEET;

THENCE SOUTH 28°53'31" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 91.07 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 324.93 FEET, SAID CURVE HAS A RADIUS OF 1175.00 FEET, A DELTA ANGLE OF 15°50'39", AND IS SUBTENDED BY A CHORD BEARING SOUTH 36°48'51" EAST A DISTANCE OF 323.89 FEET;

THENCE SOUTH 44°44'09" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 129.26 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 375.75 FEET, SAID CURVE HAS A RADIUS OF 980.00 FEET, A DELTA ANGLE OF 21°58'05", AND IS SUBTENDED BY A CHORD BEARING SOUTH 55°43'12" EAST A DISTANCE OF 373.45 FEET;

THENCE SOUTH 66°42'15" EAST A DISTANCE OF 174.76 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 351.84 FEET, SAID CURVE HAS A RADIUS OF 1230.00 FEET, A DELTA ANGLE OF 16°23'22", AND IS SUBTENDED BY A CHORD BEARING SOUTH 74°53'56" EAST A DISTANCE OF 350.64 FEET;

THENCE SOUTH 83°05'37" EAST A DISTANCE OF 57.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°22'10" WEST ALONG THE NORTHERLY PROLONGATION OF THE SAID WEST LINE A DISTANCE OF 60.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 86°02'39" EAST A DISTANCE OF 30.04 FEET;
THENCE NORTH 79°22'13" EAST A DISTANCE OF 30.40 FEET TO THE NORTHERLY PROLONGATION OF THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTHERLY PROLONGATION AND ALONG SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 01°22'37" EAST A DISTANCE OF 1125.21 FEET;
THENCE SOUTH 01°01'18" EAST A DISTANCE OF 1283.07 FEET;
THENCE NORTH 57°29'03" WEST A DISTANCE OF 35.99 FEET TO THE EAST LINE OF THE SE1/4 OF SAID SECTION 26 AND TO THE **POINT OF BEGINNING**.

TOGETHER WITH AN AREA OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID **POINT "A"**:

THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 OF SECTION 26 A DISTANCE OF 157.79 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 01°12'41" WEST ALONG SAID WEST LINE A DISTANCE OF 97.26 FEET TO THE NORTHWEST CORNER OF SAID E1/2NE1/4;

THENCE NORTH 89°28'28" EAST ALONG THE NORTH LINE OF SAID E1/2NE1/4 A DISTANCE OF 30.01 FEET;

THENCE SOUTH 01°46'31" EAST A DISTANCE OF 150.17 FEET THE NORTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 AND TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 61.97 FEET, SAID CURVE HAS A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 11°09'54", AND IS SUBTENDED BY A CHORD BEARING NORTH 31°48'04" WEST A DISTANCE OF 61.87 FEET TO THE **POINT OF BEGINNING**;

SAID AREAS OF LAND CONTAIN 63.29 ACRES (+/-2,757,047 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

WILLOW VISTA ANNEXATION NO.1
PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 26, AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
63.29 ACRES
PROJECT NUMBER: ANX2024-0001

PROPERTY DESCRIPTION -- WILLOW VISTA ANNEXATION NO. 1:

AN AREA OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION TWENTY- SIX (26), TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 26 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19858 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG SAID EAST LINE A DISTANCE OF 1263.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 57°29'03" WEST A DISTANCE OF 752.00 FEET;
THENCE NORTH 23°58'11" WEST A DISTANCE OF 932.62 FEET TO THE SOUTH LINE OF THE E1/2NE1/4 OF SAID SECTION 26;
THENCE SOUTH 89°37'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 353.20 FEET TO THE SOUTHWEST CORNER SAID E1/2NE1/4;
THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 A DISTANCE OF 2378.57 FEET TO THE SOUTHERLY LINE OF SEELEY LAKE ANNEXATION NO. 3 RECORDED SEPTEMBER 22, 2023 AT RECEPTION NO. 4922120 AND TO A POINT HEREINAFTER REFERRED TO AS POINT 'A';

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THENCE SOUTH 11°12'34" EAST A DISTANCE OF 229.40 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 293.19 FEET, SAID CURVE HAS A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 17°40'57", AND IS SUBTENDED BY A CHORD BEARING SOUTH 20°03'02" EAST A DISTANCE OF 292.02 FEET;

THENCE SOUTH 28°53'31" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 91.07 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 324.93 FEET, SAID CURVE HAS A RADIUS OF 1175.00 FEET, A DELTA ANGLE OF 15°50'39", AND IS SUBTENDED BY A CHORD BEARING SOUTH 36°48'51" EAST A DISTANCE OF 323.89 FEET;

THENCE SOUTH 44°44'09" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 129.26 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 375.75 FEET, SAID CURVE HAS A RADIUS OF 980.00 FEET, A DELTA ANGLE OF 21°58'05", AND IS SUBTENDED BY A CHORD BEARING SOUTH 55°43'12" EAST A DISTANCE OF 373.45 FEET;

THENCE SOUTH 66°42'15" EAST A DISTANCE OF 174.76 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 351.84 FEET, SAID CURVE HAS A RADIUS OF 1230.00 FEET, A DELTA ANGLE OF 16°23'22", AND IS SUBTENDED BY A CHORD BEARING SOUTH 74°53'56" EAST A DISTANCE OF 350.64 FEET;

THENCE SOUTH 83°05'37" EAST A DISTANCE OF 57.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°22'10" WEST ALONG THE NORTHERLY PROLONGATION OF THE SAID WEST LINE A DISTANCE OF 60.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE SOUTH 86°02'39" EAST A DISTANCE OF 30.04 FEET;
THENCE NORTH 79°22'13" EAST A DISTANCE OF 30.40 FEET TO THE NORTHERLY PROLONGATION OF THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTHERLY PROLONGATION AND ALONG SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

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TOGETHER WITH AN AREA OF LAND DESCRIBED AS FOLLOWS:

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THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 61.97 FEET, SAID CURVE HAS A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 11°09'54", AND IS SUBTENDED BY A CHORD BEARING NORTH 31°48'04" WEST A DISTANCE OF 61.87 FEET TO THE POINT OF BEGINNING;

SAID AREAS OF LAND CONTAIN 63.29 ACRES (+/-2,757,047 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

OWNER

BY: _____ AS: _____

NOTARIAL CERTIFICATE

STATE OF _____
COUNTY OF _____

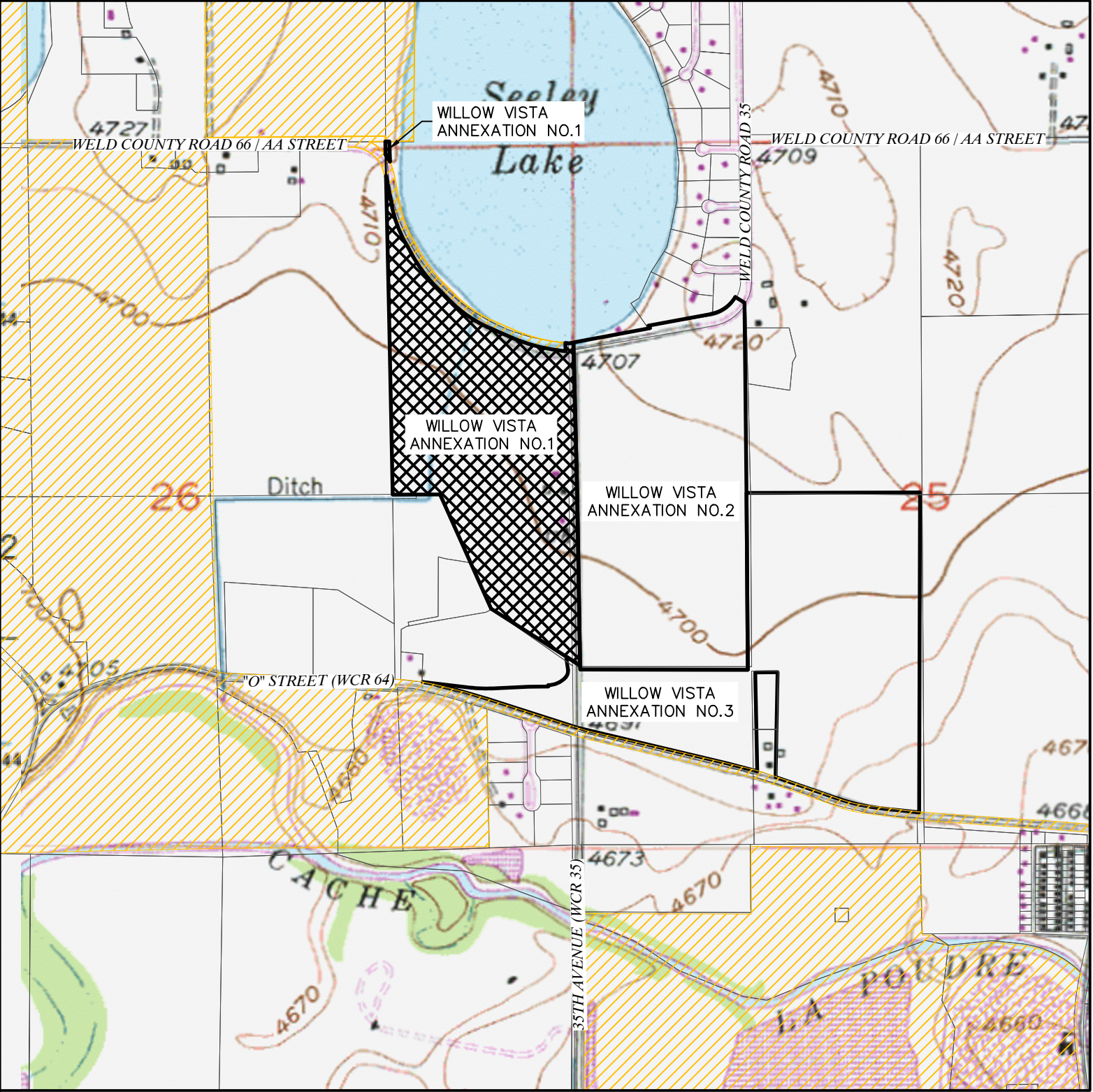
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20 ____.

BY: _____ AS: _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

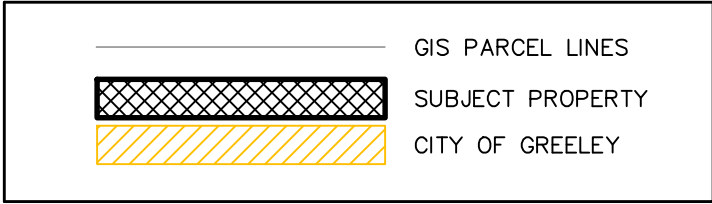
NOTARY PUBLIC



VICINITY MAP

SCALE - 1"=1000'

VICINITY LEGEND



SURVEYOR'S NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON. (13-80-105 C.R.S.)

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, T.6., R.66W., AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

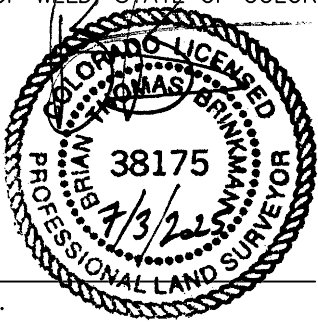
3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING GREELEY TOWN LIMITS

4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:
EATON FIRE PROTECTION DISTRICT
EATON RE-2 SCHOOL DISTRICT
EATON AREA PARK AND RECREATION DISTRICT
NORTH WELD COUNTY WATER DISTRICT
WEST GREELEY CONSERVATION DISTRICT
HIGH PLAINS LIBRARY DISTRICT

SURVEYOR'S STATEMENT

I, BRIAN T. BRINKMAN, 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 OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.



BRIAN T. BRINKMAN-ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

CERTIFICATE OF APPROVAL OF THE DEVELOPMENT REVIEW MANAGER

ACCEPTED BY: _____ DATE _____
DEVELOPMENT REVIEW MANAGER

CERTIFICATE OF APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTED BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTANCE

THIS ANNEXATION MAP WAS ACCEPTED BY THE CITY OF GREELEY, WELD COUNTY, COLORADO AND THE TERRITORY THEREIN DESIGNATED AND MADE A PART OF THE CITY OF GREELEY, AND INCLUDED WITHIN THE LIMITS AND JURISDICTION THEREON

THIS _____ DAY OF _____, 2025.

ATTEST: _____ MAYOR
CITY CLERK

ORDINANCE NO. _____

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED / NOT RECOMMENDED BY THE CITY OF GREELEY PLANNING COMMISSION, THIS _____ DAY

OF _____, 20 ____.

WILLOW VISTA ANNEXATION NO.1	
CONTIGUOUS BOUNDARY (L.F.)	2180.33
TOTAL BOUNDARY PERIMETER (L.F.)	9348.86
PERCENTAGE OF CITY BOUNDARY CONTIGUITY	23%
1/6 OF PERIMETER (L.F.)	1558.14
ANNEXATION RATIO (1 to X)	4.29
TOTAL LAND AREA (Acres)	63.29



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY	SR 8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 12/18/2024
UPDATE TITLE COMMITMENT	SR 01/10/2025
ADDRESS COMMENTS	SR 04/14/2025
ADDRESS COMMENTS	SR 06/02/2025
ADDRESS COMMENTS	SR 06/30/2025

DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 1 OF 2

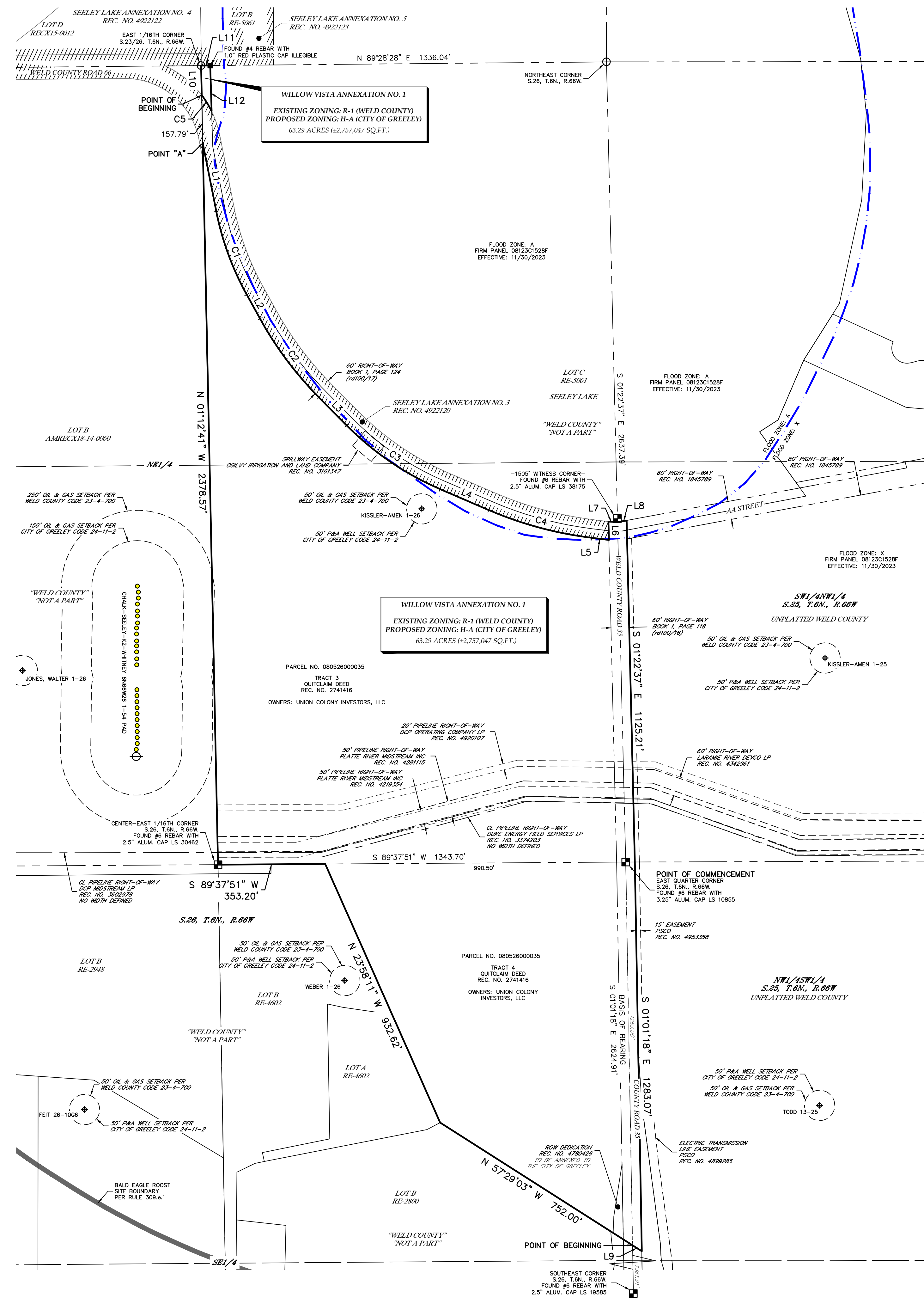
ANNEXATION MAP
WILLOW VISTA
S. 25 & S.26, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

WILLOW VISTA ANNEXATION NO.1

PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

63.29 ACRES

PROJECT NUMBER: ANX2024-0001

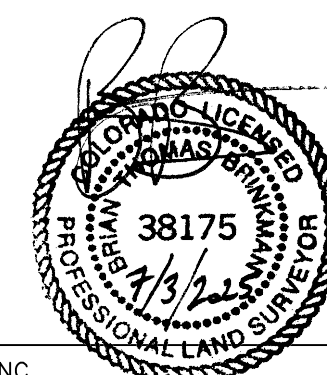


CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	293.19	950.00	17°40'57"	S 20°03'02" E	292.02
C2	324.93	1175.00	19°50'39"	S 36°48'51" E	323.89
C3	375.75	980.00	21°58'05"	S 35°43'12" E	373.45
C4	351.84	1230.00	16°23'22"	S 74°53'56" E	350.64
C5	61.97	318.00	11°09'54"	N 31°48'04" W	61.87

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 11°12'54" E	228.40
L2	S 28°53'31" E	91.07
L3	S 44°44'09" E	129.26
L4	S 66°42'15" E	174.76
L5	S 83°05'37" E	57.54
L6	N 01°22'10" W	60.63
L7	S 86°02'39" E	30.04
L8	N 19°22'13" E	30.40
L9	N 57°29'03" W	35.99
L10	N 01°12'41" W	97.26
L11	N 89°28'28" E	30.01
L12	S 01°46'31" E	150.17

LEGEND

	SECTION LINE		ALIQUOT MONUMENT AS DESCRIBED
	SECTION LINE FRACTIONAL		FOUND MONUMENT AS DESCRIBED
	BOUNDARY LINE		CALCULATED POSITION
	ADJACENT PARCEL LINE		WELL HEAD
	RIGHT-OF-WAY LINE		PLUGGED & ABANDONED WELL
	EASEMENT LINE		
	FLOOD ZONE BOUNDARY		
	BALD EAGLE ROOST SITE BOUNDARY (RULE 309.e.1)		
	CURRENT LIMITS OF THE CITY OF GREELEY		



BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



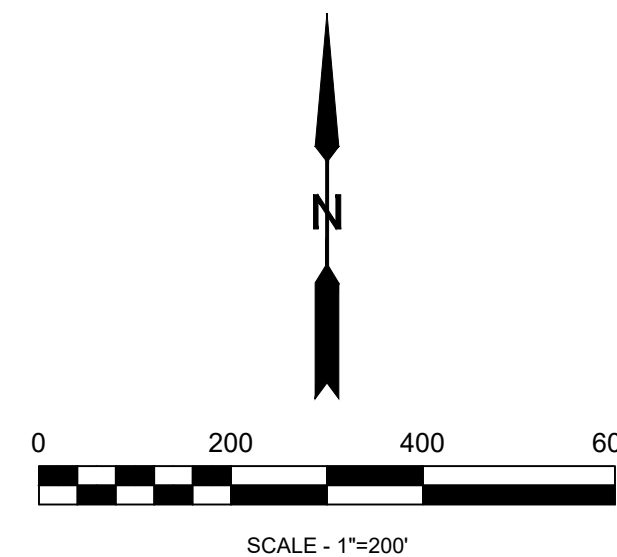
LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY	SR 8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 12/18/2024
UPDATE TITLE COMMITMENT	SR 01/10/2025
ADDRESS COMMENTS	SR 04/14/2025
ADDRESS COMMENTS	SR 06/02/2025
ADDRESS COMMENTS	SR 06/30/2025

DRAWN BY: SR
CHECKED BY: BTB

ANNEXATION MAP
WILLOW VISTA
S. 25 & S. 26, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

SCALE: AS SHOWN
DATE: 6/26/2024
PROJECT #: 2024160
SHEET: 2 OF 2



SHEET SIZE: 24X36

Vicinity & Zoning Map - Willow Vista Annexation and Zoning
ANX2024-0001, ANX2024-0002, ANX2024-0003
ZON2024-0006



Legend

- Greeley Parcels
- Conservation District (C-D)
- Holding Agriculture (H-A)
- Industrial Medium Intensity (I-M)
- Planned Unit Development (PUD)
- Residential Estate (R-E)
- Residential High Density (R-H)



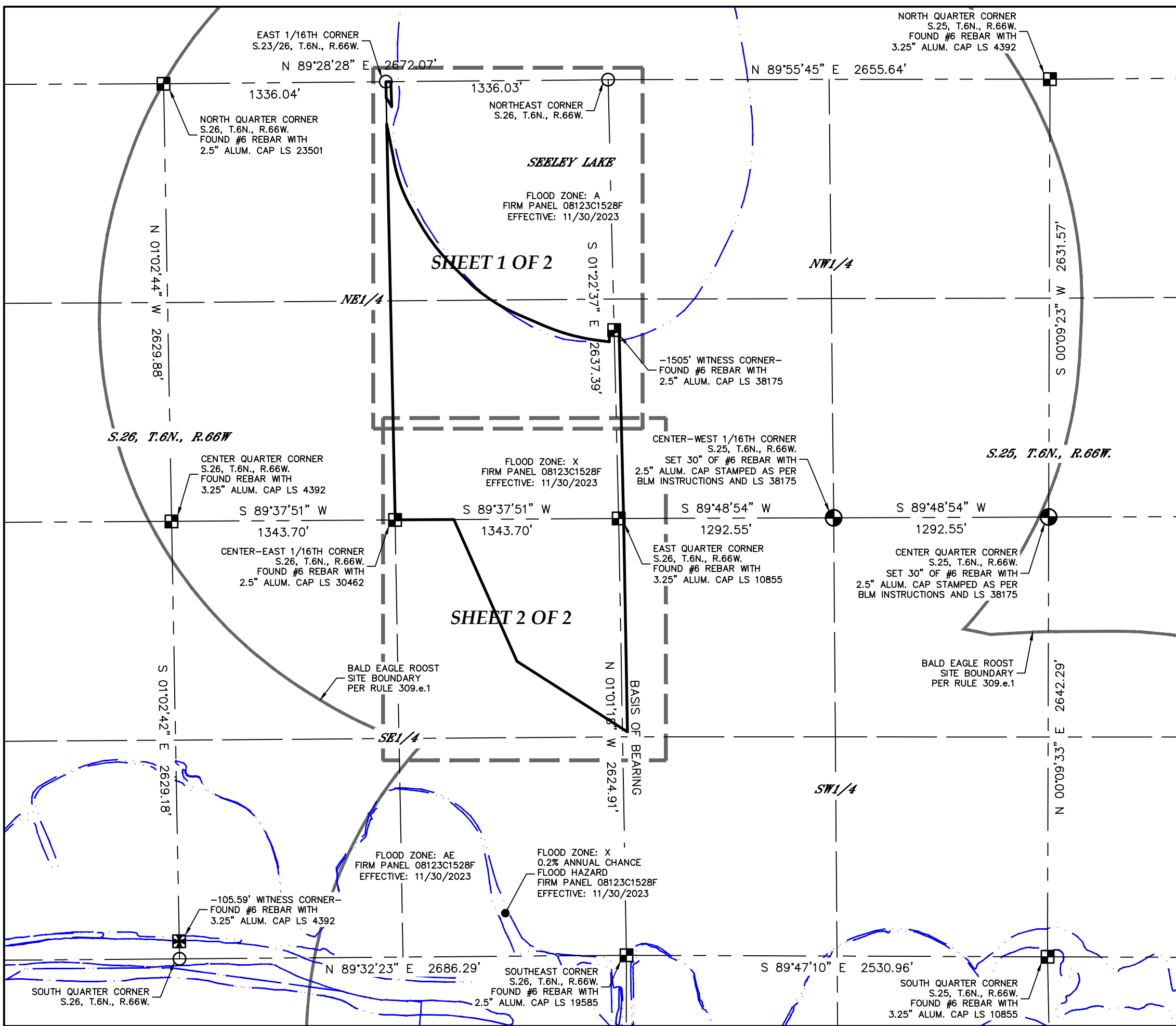
WILLOW VISTA ANNEXATION NO.1

SITE ANALYSIS MAP

PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

63.29 ACRES

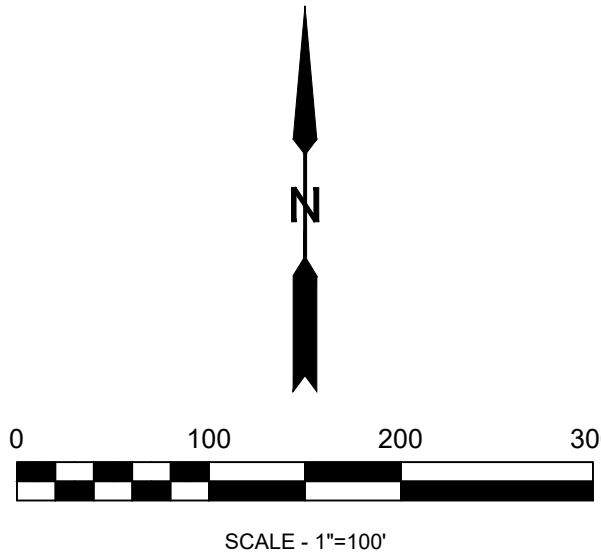
PROJECT NUMBER: ANX2024-0001



OVERALL BOUNDARY MAP
SCALE - 1"=600'

SURVEYOR'S NOTES

- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON. (13-80-105 C.R.S.)
- BASIS OF BEARINGS AND LINEAL UNIT DEFINITION
ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, T.6N., R.66W., AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.
THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."
- THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING GREELEY TOWN LIMITS
- THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:
EATON FIRE PROTECTION DISTRICT
EATON RE-2 SCHOOL DISTRICT
EATON AREA PARK AND RECREATION DISTRICT
NORTH WELD COUNTY WATER DISTRICT
WEST GREELEY CONSERVATION DISTRICT
HIGH PLAINS LIBRARY DISTRICT



SHEET SIZE: 24X36



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ADDRESS COMMENTS	SR 04/14/2025
ADDRESS COMMENTS	SR 06/02/2025

DRAWN BY: SR
CHECKED BY: BTB

SITE ANALYSIS MAP
WILLOW VISTA
S. 25 & S.26, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

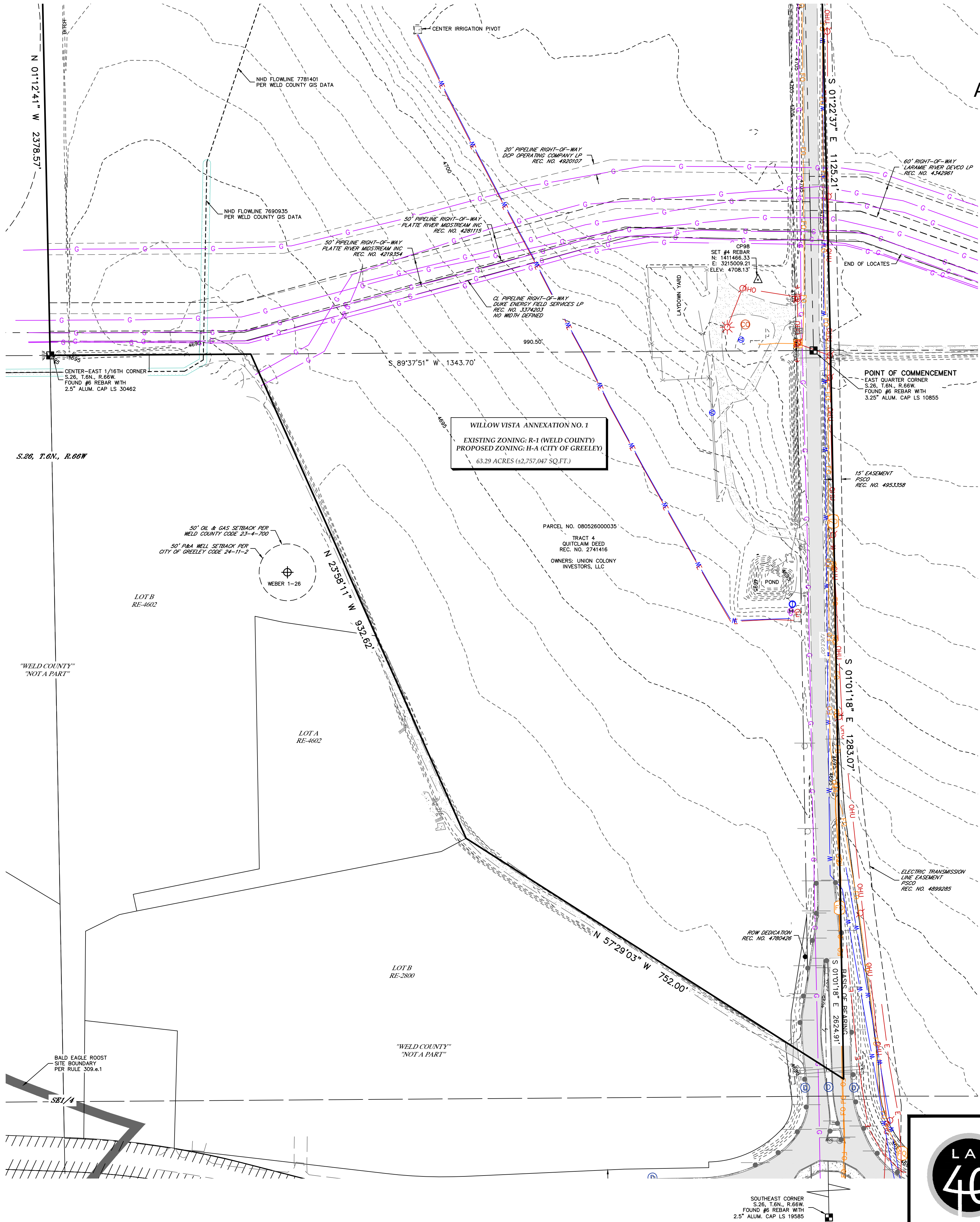
SCALE: AS SHOWN
PROJECT #: 2024160
DATE: 6/26/2024
SHEET: 1 OF 2

WILLOW VISTA ANNEXATION NO.1

SITE ANALYSIS MAP

PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26,
AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

63.29 ACRES
PROJECT NUMBER: ANX2024-0001

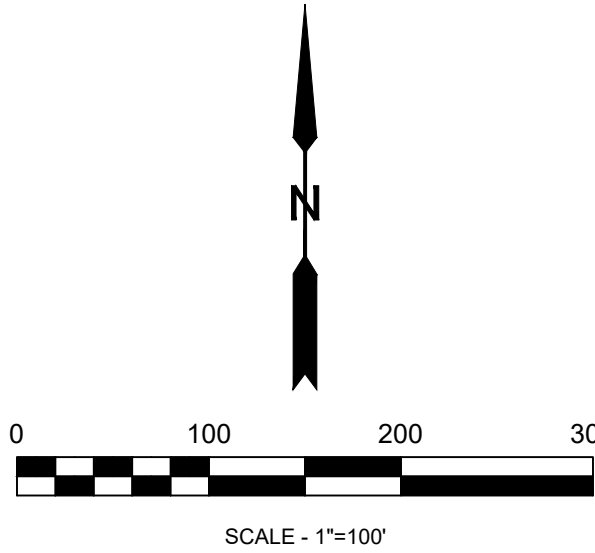


LEGEND

---	SECTION LINE	■	ALIQUOT MONUMENT AS DESCRIBED
---	SECTION LINE FRACTIONAL	■	FOUND MONUMENT AS DESCRIBED
---	ANNEXATION BOUNDARY LINE	○	CALCULATED POSITION
---	ADJACENT PARCEL LINE	△	CONTROL POINT
---	RIGHT-OF-WAY LINE	⊙	CLEAN OUT
---	EASEMENT LINE	⊕	STORM DRAIN MANHOLE
---	EXISTING CONTOUR	⊕	WATER VALVE
---	EXISTING CONTOUR INDEX	⊕	SPIGOT
---	W	⊕	WATER WELL
---	G	⊕	IRRIGATION VALVE
---	T	⊕	IRRIGATION MANHOLE
---	E	⊕	TELEPHONE PEDESTAL
---	OHU	⊕	TELEPHONE MANHOLE
---	FO	⊕	TELEPHONE MARKER
---	FENCE	⊕	FIBER OPTIC PEDESTAL
---	FLOWLINE	⊕	FIBER OPTIC MARKER
---	FLOOD ZONE BOUNDARY	⊕	FIBER OPTIC VAULT
---	BALD EAGLE ROOST SITE BOUNDARY (RULE 309.e.1)	⊕	ELECTRIC PEDESTAL
---	CURRENT LIMITS OF THE CITY OF GREELEY	⊕	ELECTRIC METER
---	CONCRETE	⊕	ELECTRIC MANHOLE
---	ASPHALT	⊕	ELECTRIC SERVICE
---	GRAVEL	⊕	POWER POLE
---	BUILDING	⊕	GUY WIRE
---	WALL	⊕	LIGHT POLE
---	BRIDGE	⊕	PROPANE TANK
---	WETLANDS LAKE (USFWS GIS)	⊕	WELL HEAD
---	WETLANDS RIVERINE (USFWS GIS)	⊕	PLUGGED & ABANDONED WELL
---		⊕	STEEL POST
---		⊕	BOLLARD
---		⊕	GATE
---		⊕	SIGN
---		⊕	REFLECTOR POST
---		⊕	CONIFEROUS TREE
---		⊕	DECIDUOUS TREE
---		⊕	TREE CLUSTER

CURVE	ARC LENGTH	RADIUS	CURVE TABLE	CHORD BEARING	CHORD LENGTH
C1	233.19	950.00	1740.57	S 2703.02° E	282.02
C2	324.93	1175.00	1550.39	S 3648.51° E	323.89
C3	375.75	980.00	2158.05	S 5543.12° E	373.45
C4	351.84	1230.00	1623.22	S 7453.55° E	350.64
C5	61.97	318.00	1109.54	N 3148.04° W	61.87

LINE	BEARING	DISTANCE
L1	S 1112.34° E	229.40
L2	S 2853.51° E	91.07
L3	S 4444.09° E	129.26
L4	S 6642.15° E	174.76
L5	S 8305.37° E	57.54
L6	N 0122.10° W	60.63
L7	S 8602.99° E	30.04
L8	N 7922.13° E	30.40
L9	N 5729.03° W	35.99
L10	N 0112.41° W	92.28
L11	N 8928.28° E	30.01
L12	S 0146.31° E	150.17



SHEET SIZE: 24X36

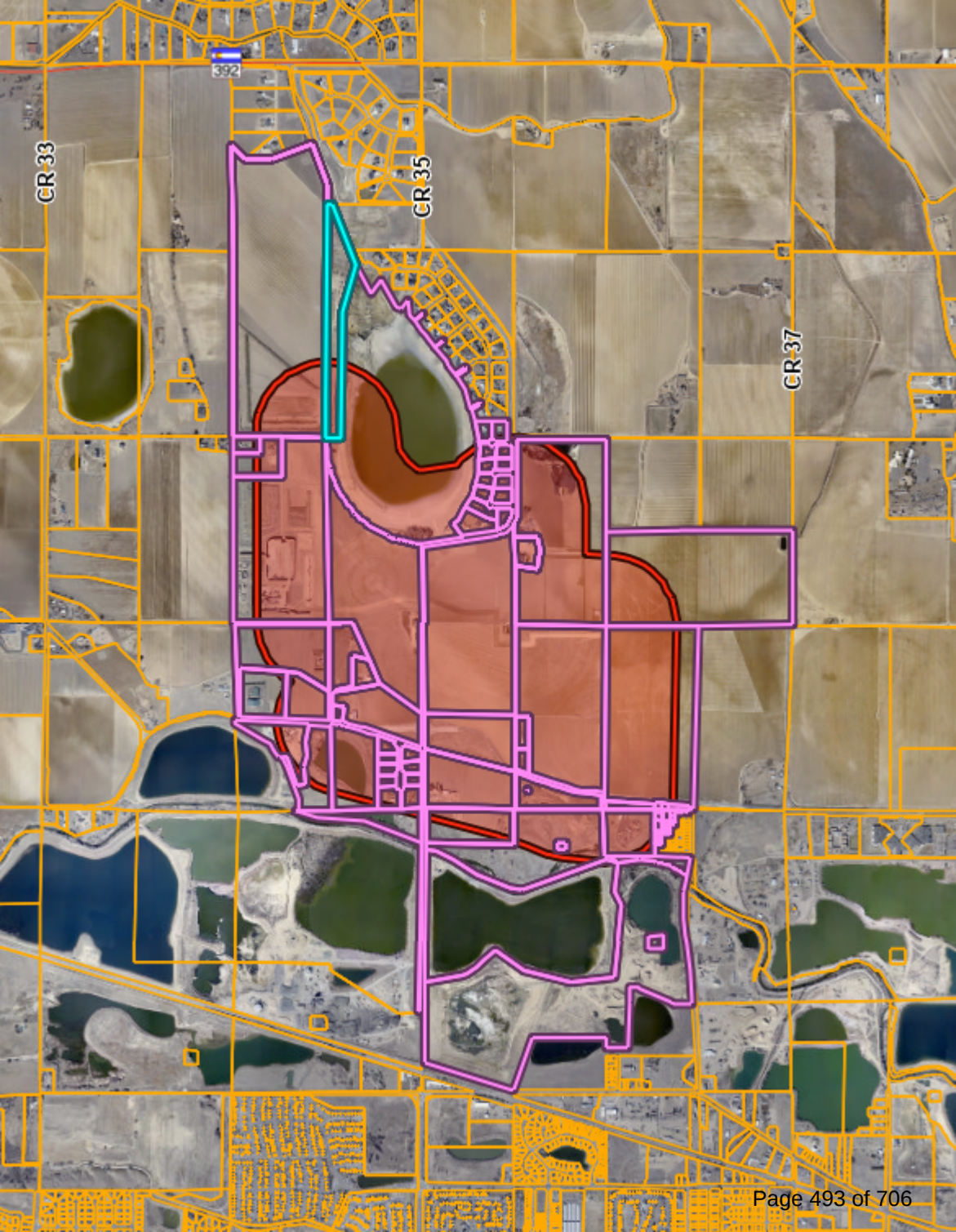


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ADDRESS COMMENTS & UPDATE BOUNDARY	SR	12/18/2024
ADDRESS COMMENTS	SR	04/14/2025
ADDRESS COMMENTS	SR	06/02/2025

DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 2 OF 2

SITE ANALYSIS MAP
WILLOW VISTA
S. 25 & S.26, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC



Project Narrative | Willow Vista

Pre-Application

December 18, 2024

How this project meets the review criteria found in Sec 24-204 – Rezoning

- 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.**

Imagine Greeley the City's Comprehensive Plan was adopted on 2/6/18. In that plan it lays out the framework for the community's shared vision for the future. Imagine Greeley lists out goals and objectives that are reflective of the core values shared by the community. The proposed project not only adheres to these goals but also furthers the visions set forth in the plan. Please see analysis below.

Land Use Guidance Map

Analysis: The area of the proposed project sits comfortably and entirely inside the Long Range Expected Growth Area (LREGA) as identified in the Comprehensive Plan. The project site currently borders current municipal boundaries at its location just north of the 35th Ave and the O Street intersection. Additionally, as depicted in the Land Use Guidance Map, a planned transit (multimodal) corridor also borders the southern edge of the proposed project which would further support growth and potential economic development in the area when fully built out.

Land Available for Future Growth

Analysis: As depicted in the Land Available For Future Growth Map in the Imagine Greeley Comprehensive Plan the proposed project area is identified as "Land Suitable for Future Development" and has been contemplated and designated to be developed within the City of Greeley.

Imagine Greeley Identified Goal: Growth & City Form

Analysis: Imagine Greeley identifies that growth is expected in the area of the proposed project. Imagine Greeley states that there is a, "growing support in the community to accommodate future growth with higher-density, mixed use" development. As proposed the project is a mixed-used development with a variety of housing types promoting a higher density.



Objective GC 1.4 further encourages growth north of the Cache La Poudre River stating that growth in this area is desirable and efforts to pursue this are encouraged. The proposed project aligns directly with this goal as it is located north of the Cache La Poudre River.

Objective GC 2.1 also states to maintain compliance with the Land Use Guidance Map, as stated above the proposed project aligns with and further enhances this goal as set by the plan.

Objective GC 2.4 supports mixed-use developments that integrate a variety of housing, commercial, employment, and recreational uses. As proposed this project will feature a variety of housing types, potential commercial areas, as well as recreational uses throughout to create a micro-community located within the larger community.

Objective GC 6.1-3 is to foster the development of “Complete Neighborhoods” that prioritize connectivity and character. The project as proposed will feature mixed-use development that incorporates multimodal connectivity with the extension of planned corridors and roadway networks as depicted in the City of Greeley Master Street Plan. Mixed-uses that allow people to live, work, and play in their own neighborhood.

Imagine Greeley Identified Goal: Housing

Analysis: Imagine Greeley confirms that the City has continued to champion its original settlers as a community that actively works to improve housing access for all people while supporting housing diversity.

Objective HO 2.1 sets the vision to encourage a variety of housing types to ensure that the City has neighborhoods that attract all residents. The project as proposed will feature multiple housing types, sizes, styles, and price-points to attract a wide variety of residents and create a stronger community.

Imagine Greeley Identified Goal: Infrastructure

Analysis: Imagine Greeley outlines the importance of infrastructure as the City continues to grow, this includes public facilities, parks, and transportation. As proposed, this project will help to extend and create new roads as identified in the Master Street Plan Map. This project will design and construct additional water, sanitary, storm water, and parks facilities.



Imagine Greeley Identified Goal: Parks & Recreation

Analysis: Imagine Greeley identifies the goal to expand parks and recreation services and facilities. The project as proposed is over 200 acres of land that will feature additional green spaces, common areas, parks, and trail systems while connecting to established networks while championing native landscape plantings that prioritize water conservation as identified in the Comprehensive Plan.

2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.

Along with the annexation application, the applicant is looking to place the properties within the HA- Holding Agriculture District. Per Section 24-401 of the Greeley Development Code the purpose and intent for the H-A district as follows:

Sec. 24-401 Table 24-4-1.

H-A — Holding-Agriculture. The H-A district is intended for **properties which have been annexed to the city** and are either **being used for agricultural purposes** or have little or no immediate development potential. Due to the development patterns and inefficiency of providing city services, this area receives only limited infrastructure investment and is therefore 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 annexation includes a total of 3 parcels that encompass just over 218 acres. Aligning with the Greeley Development code the intention is, upon annexation to initially zone the properties as H-A Holding Agriculture, which allows for additional coordinated planning with the City of Greeley and its stakeholders for infrastructure, land uses, and design. This approach is specifically taken to allow for the project team along with the City of Greeley to ensure that these parcels are developed, designed, and delivered with consideration to its relationship with surrounding areas and City guiding documents.



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.

The collective of properties that make up this annexation and associated rezone are generally located just north of the 35th Ave and the O Street intersection, an area that is depicted and envisioned to have development per Imagine Greeley the City's Comprehensive Plan as outlined above in Section 1. This area which is wholly placed inside of the Long Range Expected Growth Area (LREGA) for the City of Greeley is changing, these changes encourage the development of the area.

Recent infrastructure improvements to the intersection stated above, paired with annexations (Seeley Lake Annexation No. 1 -5) in 2023 border the proposed site. As infrastructure improvements to the area, and annexed land to the west and north of the subject site come into the City of Greeley, it hints that these changes to the area provide reason enough that it is in the best interest of the public to rezone and develop the subject property. This will eliminate any potential gaps in roadway, pedestrian, and infrastructure networks and allow the visions and goals of the guiding City documents to be realized. Additionally, market demand indicates a desire for development in this area of additional housing, amenities, and commercial north of the Cache La Poudre River, all making this an ideal location for a new community in the City of Greeley.

4. Whether the existing zoning been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.

These properties are currently undeveloped; however the properties have been active as agricultural land in unincorporated Weld County. During this time, lands around the subject site have been annexed and developed in the City of Greeley, or developed in unincorporated Weld County. These changes mark trends in the area that not only align with the City's vision but suggest that these subject properties are ready to develop as well. In every case land that is annexed and developed, is zoned to a zoning district aligned with its development goals and vision. The suggested zoning of H-A Holding Agriculture is aligned and appropriate with the trends in the vicinity as it will allow for a more coordinated planning effort for infrastructure, land uses,



and design with the City of Greeley and its stakeholders.

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.

As stated above the intention is upon annexation to initially zone the properties as H-A Holding Agriculture to allow for additional coordinated planning with the City of Greeley and its stakeholders for infrastructure, land uses, and design. This approach is specifically taken to allow for the project team along with the City of Greeley to ensure that these parcels are developed, designed, and delivered while considering the relationship to surrounding areas and City guiding documents. This includes but is not limited to the design of streets, civic and open spaces as applicable, the pattern, scale, and transitions. This method will not just enable but ensure development to occur in character with existing and other anticipated development.

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.

The project team will continue to coordinate with the City of Greeley and its stakeholders to ensure that the project is designed, developed, and delivered with adequate services and facilities necessary to for anticipated uses. The project team has had preliminary conversations with applicable departments and stakeholders and to our knowledge adequate facilities can be provided. Our team will continue to work with and coordinate with stakeholders during the development process.

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.

As the properties currently sit inside unincorporated Weld County, the first step would be to annex into the City of Greeley. The methodology of initially zoning to H-A Holding Agriculture will allow for additional coordination



paving the way for proposed future zonings to be more appropriate than the properties current zoning, which is Agriculture in Unincorporated Weld County.

The development of these parcels will serve a community need. At Home in Greeley: Housing Needs Assessment is clear. The City of Greeley needs housing. The Assessment determined that the City needs an additional 19,400 housing units by 2042 on top of already approved units. The annexation and initial zoning of the property allows for a mixed-use development that will include residential, commercial, and recreational uses. Residential uses are contemplated to feature a variety of housing types. This not only envisions the goals set forth in Imagine Greeley the City's Comprehensive Plan, it also fills a market need for additional housing of different types, sizes, and price points. The Housing Needs Assessment also identifies that the City of Greeley, "needs all types of housing at all price points..." As the City of Greeley continues to attract residents and grow the need for housing increases with it, the proposed project fills this community need.

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.

The project team does not currently anticipate any negative impacts on the area or adjacent properties. Through the development process, if any impacts are identified the project team is committed to mitigating said impacts as applicable.

9. The recommendations of professional staff or advisory review bodies.

The project will continue to work with all applicable review bodies through the development process.

The applicant's vision and understanding of the market for the proposed project.

As the City of Greeley continues to grow and create a unique, united, and vibrant community where people want to live, work, learn, grow, and play, a desire for additional housing has been identified. As proposed this development will feature a mixed-use development that will include residential, commercial, and recreational uses. Residential uses are contemplated to feature a variety of housing types. This not only envisions the



goals set forth in Imagine Greeley the City's Comprehensive Plan, but also fills a market need for additional housing of different types, sizes, and price points. As the City of Greeley continues to attract residents a market need for new "Complete Neighborhoods" that incorporate mixed-uses and housing diversity is created. This project helps to fill that market need and desire as it works to further the goals to promote a healthy and diverse economy and quality of life for all residents.

The proposed uses, general site layout, and conceptual or anticipated design of buildings, including how the project relates to surrounding sites and public spaces.

Included with this pre-application submittal is a bubble diagram that shows anticipated planning areas that feature a variety of housing, commercial, and recreational uses. The bubble diagram also outlines the expansion of the larger roadway network as set forth in the Master Street Plan Map within the annexed area. With over 200 acres of annexed land and seven planning areas, the following uses that align with established zoning districts are proposed.

- R-L — Residential Low Density
- R-M — Residential Medium Density
- R-H — Residential High Density
- C-L — Commercial Low Intensity
- C-H — Commercial High Intensity
- MU-L — Mixed Use Low Intensity
- MU-H — Mixed Use High Intensity

How the project will fit in and contribute to the area and further the intent of the existing or proposed zoning district.

As proposed this project will look to annex over 200 acres of land within the identified Long Range Expected Growth Area and utilize a planned unit development (PUD) to establish land uses and zoning that contributes to and furthers the intent, vision, and goals set forth in the City's Comprehensive Plan and Development Code. As a mixed-use development the project looks to foster growth within the framework of the City's long range planning documents. Creating a vibrant, pedestrian friendly, unique, and community-based development.

Planning and infrastructure impacts, including timing, phasing, or the need for any technical studies or outside agency coordination and review.

The applicant will continue to work with City staff and stakeholders to ensure that any questions or coordination regarding timing, phasing, or the need for any technical studies are provided as necessary and applicable as the project continues to develop.



Development review processes and review criteria, and in particular whether any special public information and outreach or specific agency or department reviews are necessary.

The applicant is committed to partnering with City staff and stakeholders to ensure that any necessary and/or applicable outreach, reviews, or coordination is taken care of and completed.

Opportunities to improve designs or coordinate the preliminary concepts with other private or public investments in the area.

As this project develops the applicant is open to opportunities not only to improve designs but also coordinate with City staff and stakeholders in the area to develop an attractive rewarding place in which residents want to live, work, learn, grow and play.



Aaron & Amy Pagel - Pagel Farms LLC

2730 West O Street

Greeley, CO 80631

aaronpagel@hotmail.com

(970) 652-9164

07/15/2025

Planning Commission

1001 11th Avenue

Greeley, CO 8063

Subject: Opposition to Proposed Land Use Change – Willow Vista Annexation No. 1, No. 2, and No. 3 and Willow Vista Establishment of Zoning

Dear Members of the Planning Commission,

I am writing to formally express my strong opposition to the proposed land use change and annexation of 222 acres into the City of Greeley currently under review for Baessler Homes/Meissa Wheeler.

As a resident of this rural community, I am deeply concerned about the far-reaching and irreversible impacts this proposal would have on our quality of life, safety, and traditional land uses. This development threatens to significantly alter the character of the area in the following ways:

1. Increased Traffic Congestion

This area is not designed to handle high volumes of traffic. The proposed development will bring in significantly more vehicles, increasing the risk of accidents and reducing the overall safety and livability of our rural roads. It will also degrade the peaceful and quiet environment that current residents deeply value.

2. Loss of Traditional Land Uses (Hunting and Shooting)

Many residents, myself included, value the ability to safely hunt and engage in responsible shooting on private land. The increased population density and development would place serious restrictions on these lawful, longstanding practices that are an integral part of our rural heritage and lifestyle.

3. Reduction in Productive Farmland

This project would remove a significant amount of land from agricultural use. As the region continues to lose farmland to development, we risk undermining local food systems and eroding our farming traditions. Once the land is developed, it cannot be restored to its original agricultural use.

4. Anticipated Noise Complaints and Legal Conflicts

With an influx of new residents unfamiliar with rural life, we expect to see a rise in complaints about common and accepted rural sounds—such as livestock, tractors, and legal gunfire. This not only puts pressure on existing residents but also risks imposing unfair legal burdens on those simply going about daily life in accordance with rural norms.

5. Destruction of Rural Lifestyle

One of the primary reasons people choose to live outside city limits is for the quiet, self-reliant, and spacious lifestyle. This proposed development threatens to turn our rural area into a suburban extension of the city, with all the accompanying noise, restrictions, and density that residents moved here to avoid.

6. Decreased Property Values

The introduction of high-density housing or incompatible land uses can lower the property values of existing homes. Increased traffic, loss of rural views, noise concerns, and uncertainty about future development often make nearby properties less attractive to buyers who seek a quiet, country lifestyle.

I urge the Planning Commission to consider the long-term consequences of this proposal. Approving this land use change would irreparably alter the character of our community and undermine the values that define rural living.

Thank you for your time and thoughtful consideration. I respectfully request that you reject the proposed land use change.

Sincerely,

Aaron & Amy Pagel – Pagel Farms LLC

2730 West O Street

Greeley, CO 80631

PLANNING COMMISSION SUMMARY

ITEM: Willow Vista No. 1, No. 2, and No.3 Annexations

PROJECT: Willow Vista No. 1, No. 2, and No.3 Annexations

FILE NO: ANX2024-0001, ANX2024-0002, and ANX2024-0003

LOCATION: Bounded by AA Street to the north, heading south along Couty Road 35 to O Street at the south boundary.

APPLICANT: Baessler Homes, Melissa Wheeler

CASE PLANNER: Katelyn Puga, Planner III

PLANNING COMMISSION HEARING DATE: July 22, 2025

PLANNING COMMISSION FUNCTION: To review the proposed annexations for compliance with Section 24-214 of the Greeley Development Code and make a recommendation to the City Council.

EXECUTIVE SUMMARY

Baessler Homes petitions to annex a total of 222.4 acres of land to the City of Greeley in a series of three separate annexation requests (ANX2024-0001, ANX2024-0002, and ANX2024-0003). Bounded by AA Street to the north, heading south along Weld County Road 35 to O Street at the south boundary(Section J – Attachments).

A. REQUEST

Baessler Homes is requesting approval to annex a total of 222.4 acres of land owned by Union Colony Investors LLC, known as the Willow Vista No. 1, No. 2, and No. 3 Annexations. The annexation includes a total of four parcels. The annexation also includes the right-of-way for Weld County Road 35 (CR 35), which bisects the annexation; and includes the right-of-way for the round-a-bout and detention pond at O Street and CR 35.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

1. **ANX2024-0001:** 63.29 acres located south of AA Street, west of County Road 35, and north of O Street.
2. **ANX2024-0002:** 74.71 acres located south of AA Street, east of County Road 35, and approximately 40 feet north of O Street.
3. **ANX2024-0003:** 84.40 acres Located just north of O street, east of County Road 35, and approximately 115 feet south of AA Street.

Current Zoning: AG (Agricultural – County); R-1 (Residential – County)

Proposed Zoning: ANX2024-0001 – 63.29 acres: Holding Agriculture (HA)
 ANX2024-0002 – 74.71 acres: Holding Agriculture (HA)
 ANX2024-0003 – 84.40 acres: Holding Agriculture (HA)

Abutting Zoning: North (AA Street): H-A (Holding Agriculture – City)
 North (east of CR 35): R-1 (County)
 South: PUD (Planned Unit Development - City)
 East: AG (Agriculture - County)
 West: AG (County); R-1 (County)

See Figure 1 for details.

Site Conditions: The site is currently undeveloped and used for agricultural purposes. County Road 35 runs through the center of the annexation area, while AA Street forms the northern boundary. The southern edge is bordered by an existing detention pond and the roundabout at O Street and County Road 35. There are five plugged and abandoned oil and gas wells located throughout the annexation area.

Contiguity:

Annexation Application	Required Contiguity	Provided Contiguity
ANX2024-0001	16%	23%
ANX2024-0002	16%	31%
ANX2024-0003	16%	49%

Abutting Land Uses: North: Residential Estate and Agriculture
 South: Residential, Agriculture, and Open Space/Natural Areas.
 East: Agriculture
 West: Agriculture/Residential Estate; Oil and gas operations



Figure 1: Zoning & Vicinity Map

D. BACKGROUND

The property owner has petitioned the City to annex a total of 222.4 acres of unincorporated property, including the right of way of Weld County Road 35 and AA Street. The annexations consist of four parcels, Parcel No. 080526000035, Parcel No. 080525000076, Parcel No. 080525000077, and a portion of right-of-way located on Parcel No. 080526000048. The annexations are proposed as part of a serial annexation with three annexation applications to establish contiguity with the city boundary. The annexation area contains five plugged and abandoned oil and gas wells. The parcels are located within the Long-Range Expected Growth Area and are designated as an Urban Reserve.

The applicant requests the annexation be zoned H-A (Holding Agriculture) in accordance with Section 24-214 of the Development Code. Following approval of the annexations, the establishment of zoning will be considered as a separate hearing item and must, per state statutes, take place within 90 days of the annexation.

Colorado Revised Statutes §31-12-104 and §31-12-105 establish the legal requirements for annexation, and include: (1) not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley; (2) a community of interest exists between the territory proposed to be annexed and the City of Greeley; (3) the territory sought to be annexed is urban or will be urbanized in the near future and; (4) the territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley.

The proposed annexation applications consists of a series of annexations to establish contiguity per Colorado Revised Statutes 31-12-105(1) (e), where contiguity may be established by the annexation of one or more parcels in a series, which annexations may be completed simultaneously and considered together for the purposes of the public hearing required by Sections 31-12- 108 and 31-12-109 and the annexation impact report required by Section 31-12-108.5.

The City Attorney's Office has determined the proposal meets the statutory requirements to be considered for annexation, and City Council adopted a resolution on July 15, 2025, making a finding to this effect, scheduling the introduction of the ordinance concerning the annexation for August 19, 2025, and the final reading on September 2, 2025.

E. APPROVAL CRITERIA

The Commission shall consider comments from review agencies and offices, the staff recommendation, citizen comments, and the following criteria (found in Section 24-214 of the Greeley Development Code) in taking action to recommend approval, denial, or to table the annexation for future consideration:

1. The proposed annexation is in conformance with the Comprehensive Plan.

The following Imagine Greeley Comprehensive Plan policies apply to this request:

Growth Framework – Annexation Consideration

The following will be considered when evaluating annexation proposals:

1. The proposed annexation meets state requirements for annexations.
2. The proposed annexation meets the requirements for annexations set forth in the Greeley Municipal Code.
3. The proposed annexation is in conformance with the Imagine Greeley Comprehensive Plan.

4. The proposed annexation promotes a geographic balance of land uses.
5. The proposed annexation increases the City's supply of developable employment land or other future land use requirements.
6. Adequate services are or will be available to support the development expected to result from the proposed annexation.
7. The proposed annexation provides for a continuous and rational municipal boundary, and at least one-sixth of the annexation's perimeter is contiguous with the city's current boundary.
8. The area is urban or will be urbanized in the near future. However, annexation of undeveloped land is appropriate if another community goal is achieved, such as procurement of open land for a community separator, for open space, or for the conservation of farmland.

Comprehensive Plan Policies & Objectives:

GC-1.5 Annexations: When considering a proposed annexation, the City should find persuasive evidence that the inclusion of the property into the City's jurisdiction meets the goals and objectives of the Comprehensive Plan, and that the property can be developed in a manner that will be a positive addition to the City, improve the quality of Greeley's neighborhoods, and can be provided with municipal services.

Staff Comment: The subject properties are primarily agricultural and undeveloped except for five plugged and abandoned oil and gas well pads dispersed throughout the annexation area. The area is anticipated to develop with a mix of residential and commercial uses, provided that adequate services can be extended and a master plan is incorporated into any future development.

The site is located within the Long-Range Expected Growth Area (LREGA), and the Land Use Guidance Map designates it as Urban Reserve. While this classification does not anticipate immediate development, it does not preclude it. Future development will require master planning and sub-area planning to ensure adequate public facilities can be provided. Because full urban services are not currently available at the site, any development proposal must demonstrate how the area will be fully serviced.

This request complies with this criterion.

2. The proposed annexation promotes geographical balance of the City's land use pattern.

Staff Comment: The proposed annexations provide growth in the north part of Greeley and fills in a gap in city limits in this area and areas designated within the Long-Range Expected Growth Area. It provides balance to the City's growth and land use pattern.

This request complies with this criterion.

3. Adequate services are, or will be, available to support the development expected to result from the proposed annexation.

Staff Comment: If annexed, the subject site would be served by the Greeley Fire Department and the City of Greeley Police Department. The areas of Annexation No. 1 and Annexation No. 2 would be served by Eaton RE-2 School District, and Annexation No. 3 would be served by Greeley/Evans District 6.

Currently no City-level utilities are needed at the site. The extension of services is not required for this annexation and would be required to be evaluated and provided with any future development proposal.

This request complies with this criterion.

4. The proposed annexation provides for a continual and rational boundary.

Staff Comment: As proposed, the serial annexation would exceed the State's one-sixth contiguity requirements, with a combined total contiguity of 36% (16% minimum required). These properties' inclusion would also help provide a continual and rational boundary by adding an area of unincorporated land within the Long Range Expected Growth Area and between two areas that have already been annexed (area between O Street and AA Street).

This request complies with this criterion.

5. The proposed annexation is needed to accommodate future land use requirements.

Staff Comment: Since the site is located between existing City of Greeley Boundary to the north and south, it will close an existing gap in the city boundary. Any future development of the area will require additional development review depending on the proposal. While anticipated that future plans for a mix of housing and commercial uses, it is not proposed with the H-A zoning, assuming the annexation and zoning are approved. Future development would need to meet the City's Development Code, Imagine Greeley Comprehensive Plan and Adequate Public Facilities requirements.

The establishment of H-A (Holding-Agriculture) zoning is being considered as a request to annex into the City of Greeley until further master plans are submitted for future development of the area.

This request complies with this criterion.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The four parcels included in the annexation applications are currently unsubdivided in unincorporated Weld County. A Subdivision Plat will be required for future development proposals.

2. HAZARDS

The properties contain five plugged and abandoned oil and gas wells.

3. WILDLIFE

According to the City of Greeley's Areas of Ecological Significance map, Seeley Lake and the area immediately around it are in an area of 'high' ecological significance, which are areas that contain significant natural features which would be severely and negatively compromised by development. A bald eagle roost site boundary is located within the area of Willow Vista Annexation No.3, located on the east area of the site. This will need to be taken into considering with any future development in the area.

4. FLOODPLAIN

The site primarily has no mapped floodplains on the subject property, in exception of approximately 0.4 acres within Annexation No. 1, adjacent to AA Street.

5. DRAINAGE AND EROSION

The site is largely undeveloped with drainage patterns expected to match existing conditions. However, drainage patterns and required stormwater infrastructure and detention would be examined in greater detail through further development applications and the subsequent permitting processes.

The annexation request includes a Weld County detention pond, southwest of O Street and Weld County Road 35 roundabout.

6. TRANSPORTATION

The annexation request includes a section of Weld County Road 35, AA Street to the north, and O Street to the south.

H. SERVICES

1. WATER

There is an existing North Weld County Water District water main located in AA Street, east of Weld County Road 35, in addition to a water main within Weld County Road 35. There is a City of Greeley 20-inch water stub at O Street and Weld County 35. Annexation No 1, No. 2, and No. 3 are shown on the Adequate Public Facilities Map as being “near an 8” or larger water line”. Water infrastructure adequate to serve the site will be examined in further development applications and the subsequent permitting processes.

2. SANITATION

The nearest sewer line is a 36” sewer trunk line located south of O Street at N 25th Avenue. Sanitary sewer infrastructure adequate to connect the site to the sewer trunk line will be examined in further development applications and the subsequent permitting processes.

3. EMERGENCY SERVICES

The subject site is currently served by the Eaton Fire Protection District. With the successful annexation, the applicant would withdraw the property from those Fire Protection Districts. The City of Greeley Fire Department would take over fire services for the site once annexed. The closest fire station, Fire Station #3 (150 35th Ave), is approximately 1.5 miles away.

The City of Greeley Police Department would also serve this area with the completion of the annexation. The nearest police station is approximately four (4) miles east of the subject enclave on 10th Street near 28th Avenue.

4. PARKS/OPEN SPACES

The site is approximately .33 miles from the Poudre Trail and Poudre Ponds, near the south boundary of the annexation. Future parks and open space will be required with future development of the property.

5. SCHOOLS

Annexation No.1 and Annexation No. 2 are located in Eaton RE-2 School District, while the southern portion of the site (Annexation No. 3) is located in Greeley/Evans District 6.

I. NEIGHBORHOOD IMPACTS

1. VISUAL

The annexation would not create any visual impacts on the surrounding neighborhood, which is largely agricultural and residential estate. Potential impacts would be reviewed at time of future development.

2. NOISE

Staff does not anticipate that the proposed annexation would create any significant increase in noise. Potential impacts would be reviewed at time of future development.

H. NOTIFICATION:

Mailed notice is not required, per the Development Code effective as of October 1, 2021. However, as a courtesy a mailed notice was sent on June 20, 2025 to surrounding properties within 1000 feet of the subject property. The applicant posted signs in three locations on the property on June 24, 2025. To date, staff has received one letter of opposition from a nearby land owner, citing concerns related to increased traffic congestion, loss of traditional land uses, reduction of productive farmland, anticipated noise complaints, destruction of rural lifestyle, and decreased property values. The letter is included in the attachments provided.

I. PLANNING COMMISSION RECOMMENDED MOTION:

1. A motion that, based on the project summary and analysis, the Planning Commission find that the request for an annexation meets approval criteria found in Section 24-204.b.2.(a-e). And, the proposed Willow Vista Annexation No. 1, File number ANX2024-0001, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

2. A motion that, based on the project summary and analysis, the Planning Commission find that the request for an annexation meets approval criteria found in Section 24-204.b.2.(a-e). And, the proposed Willow Vista Annexation No. 2, File number ANX2024-0002, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.
3. A motion that, based on the project summary and analysis, the Planning Commission find that the request for an annexation meets approval criteria found in Section 24-204.b.2.(a-e). And, the proposed Willow Vista Annexation No. 3, File number ANX2024-0003, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

J. ATTACHMENTS:

1. Annexation Petition
2. Vicinity & Zoning Map
3. Annexation Plat
4. Annexation Site Analysis Map
5. Neighbor Notification Boundary Map
6. Project Narrative
7. Staff Presentation
8. Letter of Opposition



Planning Commission Meeting Minutes

July 22, 2025, at 1:15 pm

1. Call to Order

Chair Yeater called the meeting to order at 1:15pm

2. Roll Call - **Present**

Chair Justin Yeater

Commissioner Erik Briscoe

Commissioner Jeff Carlson

Commissioner Brian Franzen

Commissioner Larry Modlin

Commissioner Christian Schulte (arrived at 1:20pm)

Absent

Vice Chair Louisa Andersen

3. Approval of the agenda

There were no changes to the agenda

Chair Yeater approved the agenda as published

4. Approval of the June 24, 2025, Planning Commission Meeting Minutes

There were no changes to the minutes

Motion: Commissioner Modlin made the motion to approve the June 24, 2025 Planning Commission Meeting Minutes as published.

Second: Commissioner Carlson

Vote: Motion carried 5-0

Absent: Vice Chair Andersen and Commissioner Schulte

5. A public hearing to consider a request for a preliminary subdivision of approximately 149.6 acres of land into 472 lots, 3 tracts, 14 outlots, and dedication of rights-of-way. The subject property is generally located at the southwest corner of the intersection of 71st Avenue and Highway 34 Bypass and is within Residential High Density (R-H), Residential Low Density (R-L), and Residential Estate (R-E) Zoning Districts. Known as Cobblestone Preliminary Subdivision (SUB2024-0021)

Jeff Woeber (Planner III) began his presentation by introducing himself and the item as published. Staff finds that the plan complies with Greeley development code criteria and is requesting approval of the preliminary subdivision. Mr. Woeber stated the applicant is in attendance and has a presentation as well.

Chair Yeater asked the commission if they had questions for staff.

Commissioner Franzen asked for clarification on the problem with the easement. Mr. Woeber stated there were some issues regarding easements involving both Xcel Energy and a nearby ditch. Preliminary approval has been given, and the applicant is working to ensure compliance with those easements. David Harold (Engineer II) confirmed that the applicant is pursuing a crossing agreement for the ditch and is coordinating directly with Xcel regarding their easement. Mr. Harold added that no concerns from Xcel have been reported at this time.

Chair Yeater asked about CDOT requirements. Mr. Harold noted the design is still in progress, with potential improvements at 71st and 83rd Avenues along US 34, including deceleration and acceleration lanes, increased turn lane capacity, extended queueing, and possible signalization to improve traffic flow.

Commissioner Schulte asked whether compliance with CDOT requirements is mandatory. Mr. Harold confirmed that it is.

Commissioner Briscoe asked about the density of the cluster homes and the maximum allowed under RH zoning, noting the overall project density was just over 7 units per acre. Mr. Woeber responded that RH zoning allows for significantly higher densities—up to 45 units per acre for multifamily developments—though achieving that would depend on meeting requirements for open space, parking, and other factors. He added that such density would not apply to the current lot layout.

Commissioner Modlin inquired about planned road improvements, noting the current conditions are poor and anticipating a significant increase in traffic. Mr. Harold directed the question to the applicant for clarification.

Chair Yeater invited the applicant to speak to the question.

Max Moss (Applicant/Developer) stated that the roads, including 28th Street, are being completely rebuilt with major upgrades. Significant improvements are also planned at the failing intersection of US 34 and 82nd, including added lanes, signalization, and extended turn distances. Similar improvements are planned for 71st, with extended roadway length to support increased traffic.

Mr. Moss began his presentation and gave more explanation of the density mentioned earlier and their plan as published.

Chair Yeater opened the public portion of the meeting at 1:34pm

1. Mary Bingford (Resident) asked where the access points from the St. Michael's neighborhood into the new development would be.

Chair Yeater asked if anyone else in attendance wanted to speak. Seeing none, Chair Yeater invited the applicant back up to answer Ms. Bingford's question.

Abigail Milewski (Landscape Architect with BHA Design) answered by stating there are two main access points into the Cobblestone development. The primary entrance will be from the newly relocated and improved 28th Street, connecting to a new road (73rd) that leads south into the development. The secondary access will be from West 32nd Street Road, which will extend west into Cobblestone. Additional internal streets will serve the neighborhood.

Chair Yeater closed the public portion of the meeting at 1:37pm and turned it over to the Commission for action.

Motion by Commissioner Briscoe:

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed preliminary subdivision plat is in compliance with Development Code Section 24-203(b)(1) and therefore approves the preliminary subdivision plat as presented.

Second: Commissioner Franzen

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

Chair Yeater announced the next four items (6, 7, 8 & 9) are part of the same overall plan. He introduced them together for presentation purposes, noting that each item would be voted on separately. Discussion below included items 6, 7, 8 & 9.

6. A public hearing to consider a request for annexation of approximately 63.29 acres of land generally located south of AA Street, west of County Road 35, and north of O Street known as Willow Vista Annexation 1, (ANX2024-0001)

Commissioner Briscoe disclosed a business relationship with the applicant, stating it was unrelated to the current project and that he was unaware of the submission. He offered to recuse himself if the Commission believed it necessary. Chair Yeater indicated there was no issue, assuming no direct interest in the project. A request was made for clarification from Michael Axelrad (Senior Attorney) and Commissioner Briscoe explained he is in discussions to sell unrelated property to the applicant, with no family ties involved. It was determined that no conflict requiring recusal existed, and the Commission proceeded without a motion.

The Clerk interjected, reminding all members to ensure their microphones are turned on before speaking and to remain close to them while talking. This was in response to feedback from online participants who reported difficulty hearing portions of the meeting.

Katelyn Puga began her presentation by introducing herself and the items as published. Staff find the plans comply with Greeley development code criteria and are requesting approval of all four requests.

Chair Yeater requested an explanation for the audience and a reminder to the Commission regarding the process—specifically, why the property is being designated as holding agriculture and the anticipated steps the applicant will take moving forward.

Mrs. Puga answered by stating Holding Agriculture is a zoning designation that preserves land primarily for agricultural use until more coordinated planning occurs. It limits permitted uses, allowing existing residential and farming activities, while any new development would still require additional permitting. Ultimately, significant development would necessitate a future rezoning.

Commissioner Briscoe asked about the northwest corner of the property, which comes to a sharp point where it meets another parcel zoned Holding Agriculture, which is currently within the City of Greeley. The commissioner asked how the current annexation will impact that adjacent parcel.

Mrs. Puga stated there doesn't appear to be an immediate impact, as the two are separate properties. While the annexation crosses the right-of-way to the north and includes a portion connected to this parcel, it does not affect the previously annexed property.

Commissioner Franzen asked whether the code requires a waiting period before submitting a rezoning request after annexation with a Holding Agriculture designation.

Mrs. Puga noted that there is likely no required waiting period. The key point is that the applicant has 90 days to establish zoning within the annexation timeline. Once that zoning is established, it remains in place indefinitely.

Commissioner Carlson asked a question regarding the mention of the Urban Reserve designation and its requirement for additional planning. He asked for clarification on the timeline for that planning process and what it typically involves.

Mrs. Puga explained that coordinated planning efforts primarily involve ensuring adequate utility services and infrastructure to support future development. In this case, the applicant would need to work closely with the city on utilities, as well as elements like parks and open space. It's essentially a master planning process for the area, requiring collaboration between the applicant and various city departments.

Chair Yeater invited the applicant to come to the podium.

Melissa Wheeler from Baessler Homes began her presentation by introducing herself and their plan as published.

Chair Yeater stated as part of the annexation review, feasibility of facilities is a key consideration. The packet references two water lines, and he asked whether any detailed analysis had been done regarding how those lines would support future development.

Ms. Wheeler stated they had held several meetings with water and sewer and have confirmed an extension from the east side of O Street—currently under construction—can serve the first phase. A major extension north on 35th Street is planned to service the remainder of the community, with ongoing coordination with the city.

Chair Yeater opened the public portion of the meeting at 1:40pm

1. Patricia Conlon and Suzanne Lilly both spoke in opposition of this annexation.
2. Dean Vandergon spoke in opposition of this annexation.
3. Theresa Suleiman spoke in opposition to this annexation.
4. Becker 8448 spoke in opposition to this annexation.

Chair Yeater asked if anyone else would like to speak. Seeing none, he asked if they could get some guidance or help regarding the items that were spoken about.

Mrs. Puga gave some clarifying comments regarding Fire and Police saying Greeley Fire & Greeley Police would serve this area. She also stated there are cooperative agreements between both the city and the County for these areas. Mrs. Puga stated that this area is going to remain within the Eaton School district. The other questions relating to future developments would be considered once there were specific plans or proposals submitted.

Don Threewitt (Deputy Director of Community Development) spoke to annexation concerns. He stated that annexations happen as a voluntary action by the property owner, noting that there would be no changes to neighboring property owner's taxes or existing services. The city would not pursue annexing any neighboring properties, nor does City Code or State statute allow involuntary annexation, with the exception of enclaves that have been fully surrounded for 3 years.

Tina Close (Civil Engineer III) spoke about traffic concerns. She stated any future proposal—whether a PUD, rezoning, or site plan—will require the applicant to submit a traffic study. This study must demonstrate that the project meets all applicable traffic codes and criteria at the time of submission.

Chair Yeater asked if the applicant would be required to improve their access if it was deemed to be dangerous.

Mrs. Close answered, saying that yes, any required traffic study would need to analyze existing roadway conditions and ensure compliance with current codes and criteria based on roadway classifications. Entrance points into the development would also need to meet city standards. The goal is to ensure safe access and circulation without negatively impacting adjacent properties.

Commissioner Briscoe raised a question about what triggers the expansion of city services, such as fire and police. When does the city determine it's necessary to extend services closer to developments like this one, or to areas near the existing city boundary north of O Street.

Mrs. Puga stated the city coordinates with emergency services to determine the level of service needed for a development, primarily based on population density location.

Chair Yeater invited the applicant to answer questions raised by the public.

Mrs. Wheeler stated that these are valid concerns and are thoroughly addressed throughout the planning process. All concerns raised will be carefully considered, noting their coordinator with city staff and the expectation that these concerns will continue to be reviewed by staff before any approvals are granted for the site.

Chair Yeater asked if there were any more questions for the applicant. Seeing none, Chair Yeater closed the public portion of the meeting at 2:15pm and turned it over to the Commission for action.

Motion by Commissioner Carlson:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 1, File number ANX2024-0001, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Franzen

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

7. A public hearing to consider a request for annexation of approximately 74.71 acres of land generally located south of AA Street, east of County Road 35, and north of O Street known as Willow Vista Annexation 2, (ANX2024-0002)

Commissioner Franzen made the motion:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 2, File number ANX2024-0002, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Modlin

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

8. A public hearing to consider a request for annexation of approximately 84.40 acres of land

generally located just north of O Street, east of County Road 35, and south of AA Street known as Willow Vista Annexation 3, (ANX2024-0003)

Motion by Commissioner Franzen:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 3, File number ANX2024-0003, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Carlson

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

9. A public hearing to consider an establishment of zoning request for approximately 222.40 acres of land generally located south of AA Street, heading south along County Road 35 to O Street at the southern boundary known as Willow Vista Establishment of Zoning (ZON2024-0006).

Motion by Commissioner Franzen:

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Willow Vista Establishment of Zoning, File number ZON2024-0006 meets the required Development Code criteria of Section 24-204. b. (1-9); and recommend approval of the H-A (Holding Agriculture) zone district to the City Council.

Second: Commissioner Schulte

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

10. Staff Report

Brian McBroom (Director of Community Development) shared that both of the City's subarea plans are progressing well. An update on the East Subarea Plan will be presented shortly by City Planner Doug May. The West Subarea Plan consulting team is expected to return in September and is currently refining concept plans based on collected input.

Mr. McBroom also shared that the Poudre River Restoration Initiative is ongoing, with a community meeting scheduled for the evening of August 14th.

Additionally, Mr. McBroom stated staff has completed its initial review of the Cascadia PUD, a major 820-acre project that includes 100 acres of City-owned land known as the Catalyst Project. The remaining 720 acres are being proposed by the Water Valley Company, which is the lead applicant, with the city as co-applicant on its portion. A first round of comments was returned to the applicant, and work continues to align the proposal with the City's development standards. A public hearing before the Planning Commission is scheduled for August 26th, with further public meetings anticipated before then.

Commissioner Modlin asked if there will be a presentation of the financial agreements related to the project.

Mr. McBroom answered by saying detailed financial information is not planned to be included in the PUD zoning packet for the August 26th meeting, as financial agreements are not part of the formal PUD approval criteria. However, public information is being prepared and distributed to help clarify widespread community questions and confusion about the project's financing. The city will be sharing materials soon, and the developer has also launched a website to provide additional information. This approach aims to keep the decision-making record for the Planning Commission focused solely on zoning-related criteria.

11. Adjournment

Chair Yeater adjourned the meeting at 2:26pm and moved into the workshop portion of the meeting.

Workshop

12. East Greeley Subarea Plan, Doug May

Doug May (Planner III) began his presentation by introducing himself, Brett Palmberg and Grace Dice (Consultants from Rick Engineering) and the plan as published.

Mr. May asked the Commission for any additional suggestions or if there are other areas or groups that should be considered for outreach, they would greatly value any input and expertise.

Commissioner Modlin asked if the city can offer incentives for residential development in the area, noting that initiatives like Richmark Housing for Humanity serve as kick starters to stimulate growth. He emphasized that housing drives industry and suggested exploring options like matching funds or grants, especially to encourage development eastward, where incentives may be more needed than to the west.

Mr. May answered by saying that the planning department may not have those tools directly but is collaborating closely with the Housing Services department, which is part of the steering committee. By involving them throughout the planning process, they hope to incorporate incentives to help kickstart a variety of housing types in the area.

Commissioner Briscoe emphasized the importance of preserving farmland, especially given the community's appreciation for Greeley's rural character—particularly on the East Side, where residents value proximity to city services while maintaining a country feel. Commissioner Briscoe acknowledged the challenge of balancing property rights with preservation but noted it will be a key messaging consideration in the planning process.

With no other questions or feedback Chair Yeater ended the workshop at 2:53 pm

(Name) – Chair

(Name) – Staff Liaison or Dept Manager



Willow Vista No 1. No 2. No 3. Annexations & Zoning Establishment ANX2024-0001, ANX2024-0002, ANX2024-0003, ZON2024- 0006

**Brian McBroom, Director of Community Development
Brian.McBroom@Greeleygov.com; 970-350-9786
City Council Meeting – September 2, 2025**



Community Vitality

Agenda



- **Request:**
 - Request to annex a total of 222 acres through a series of annexations.
 - ANX2024-0001 – 63.29 acres
 - ANX2024-0002 – 74.71 acres
 - ANX2024-0003 – 84.40 acres
 - Request to establish zoning as H-A (Holding Agriculture) – ZON2024-0006
- **Background:**
 - Parcel is currently undeveloped & zoned in unincorporated Weld County as R-1 and Ag.
- **Planning Commission Hearing Recommendation of Approval on 7/22**
- **Purpose: Adopt the ordinances**

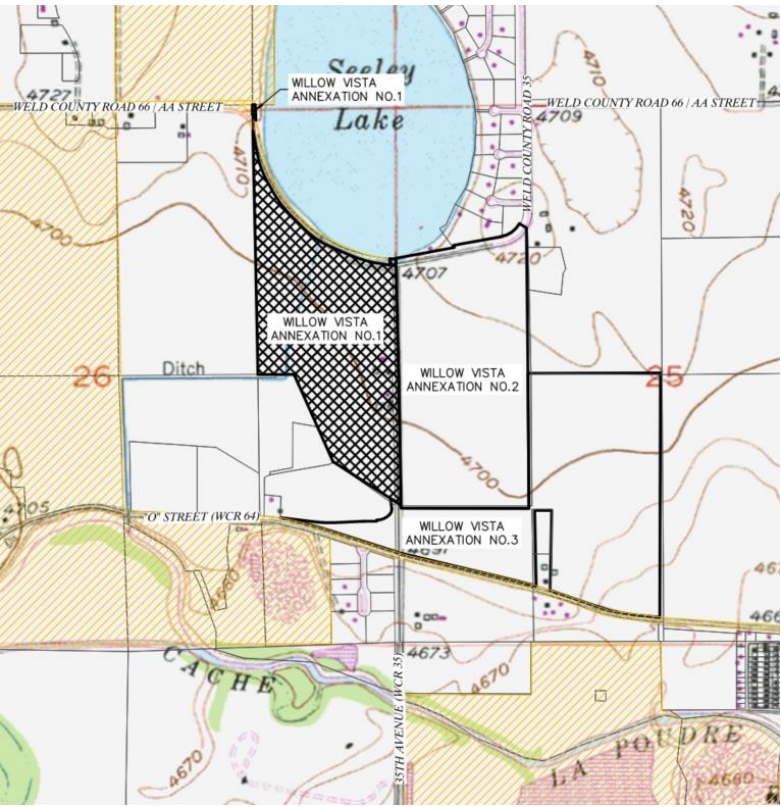
City of
Greeley
Colorado

-
- This aerial map displays the 'SUBJECT SITE' in Farmington, CT, outlined in red. The site is a large, irregularly shaped parcel of agricultural land. Surrounding the subject site are various zoning districts, including H-A (Highway Artisan), I-M (Industrial Medium Density), R-E (Residential Single-Family), and C-D (Community Development). The map also shows N 35th Ave, N 36th Ave, and N 37th Ave. A large body of water, 'Berkley Lake', is visible to the north of the subject site. The map is credited to 'Maxar, Microsoft, Earthstar, and others'.

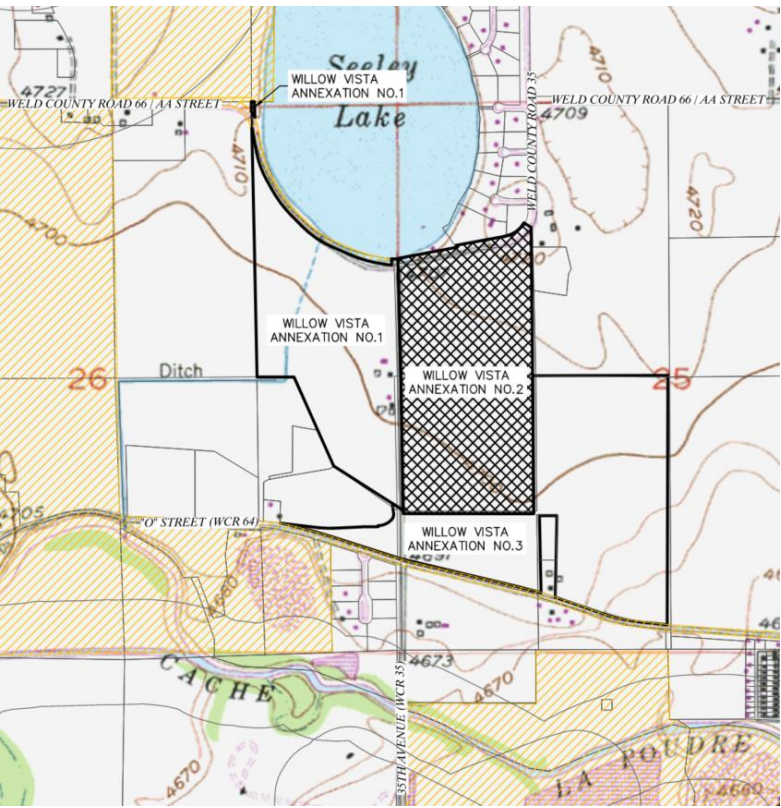
Annexation Location



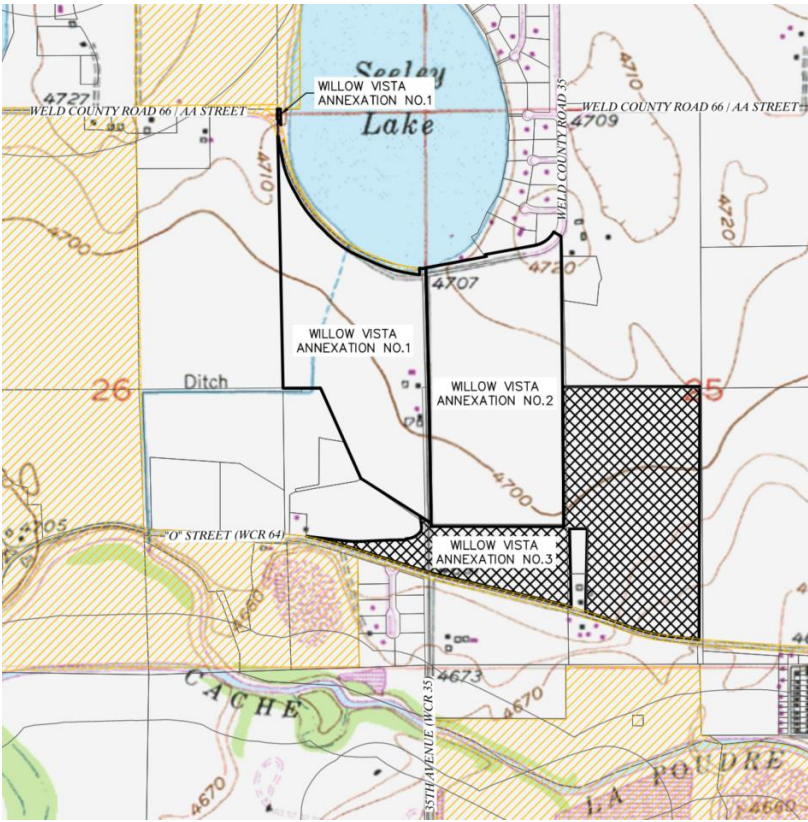
ANX2024-0001



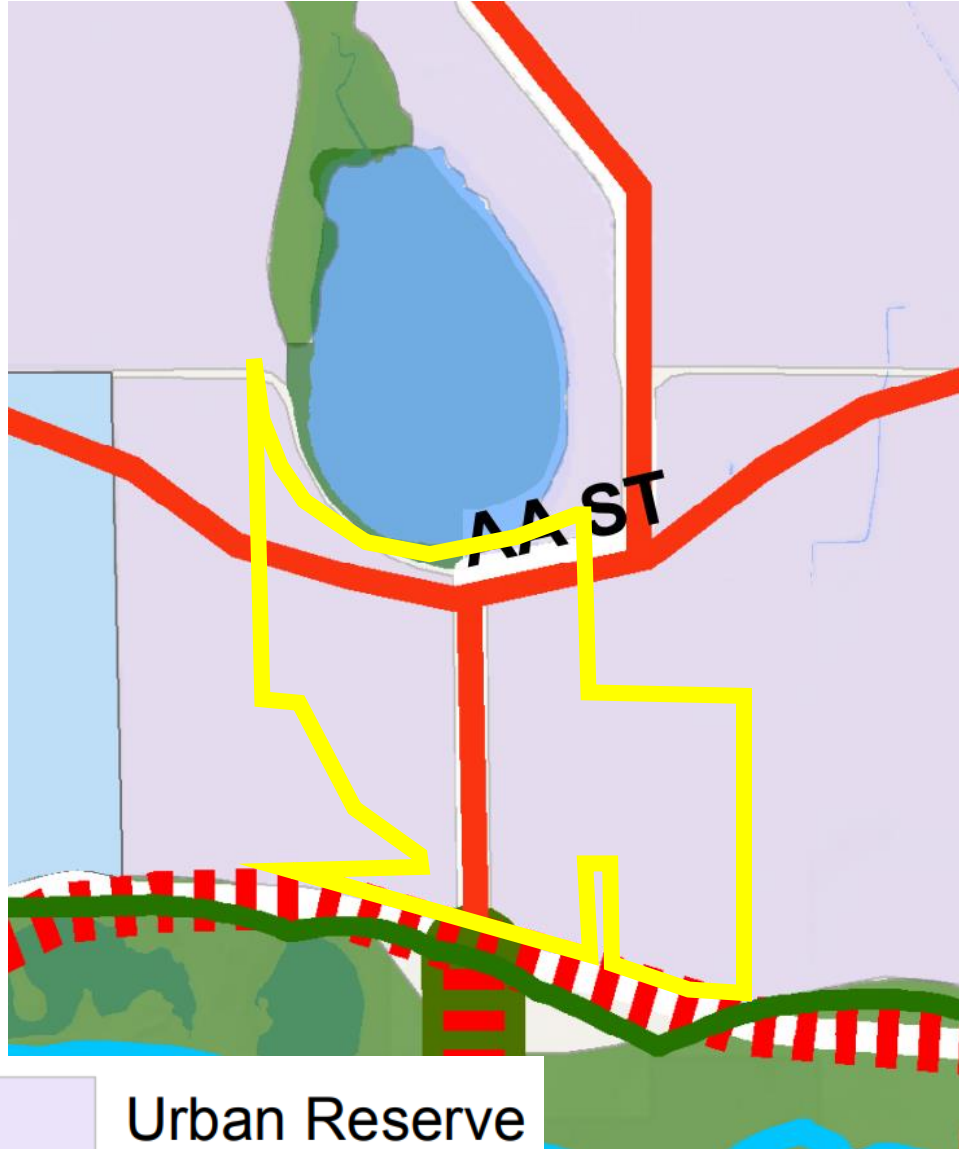
ANX2024-0002



ANX2024-0003

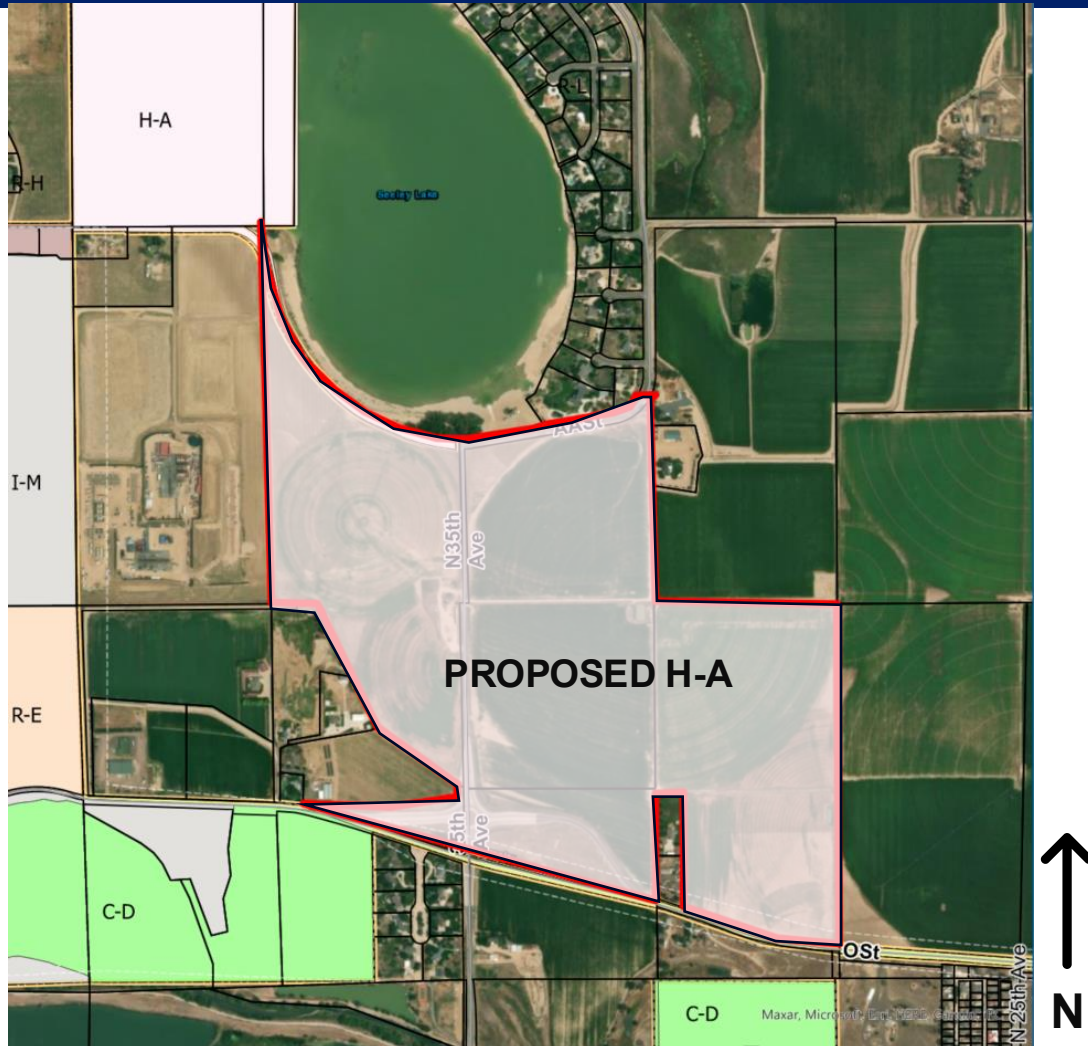


Annexation Considerations



- Designated as **Urban Reserve** in Greeley Comprehensive Plan
- Development possible but requires **coordinated planning** with future development review applications.
- **City emergency services** available upon annexation. **Shared service agreements** may be used.
- Area is in **both District 6 and Eaton RE-2** school district boundaries

Proposed Zoning



- **Urban Reserve** designation in Greeley Comprehensive Plan.
- Current **H-A zoning limits development**; rezoning required for future use.
- **No development proposed** at this time
- Property owners expect **future planning** efforts for infrastructure, land use, and design.
- **H-A zoning acts as a holding zone** until coordinated planning occurs.

Annexation Considerations

Approval Criteria

- Annexation Criteria – 24-214.b. (a–e) Five Criteria Used to Evaluate Annexation applications
- The proposed Annexation is consistent with the criteria as outlined in your Summary

Notification

- 68 notice letters to properties within 1000'
- Public hearing signs posted on the property
- Received one letter of opposition from nearby property owner (included in attachments)

Recommendation

- Community Development recommends approval
- Planning Commission recommends approval of all three annexation requests on 7/22/2025.

Establishment of Zoning Considerations

Approval Criteria

- Rezone Criteria – 24-204
Nine Criteria Used to Evaluate Rezoning applications
- The proposed Establishment of Zoning is consistent with the criteria as outlined in your Summary

Notification

- 68 notice letters sent to properties within 1000'
- Public hearing signs posted on the property
- Received one letter of opposition from nearby property owner (included in attachments)

Recommendation

- Community Development recommends approval
- Planning Commission made a motion to zone the property H-A (Holding Agriculture)

Thank you



Review Criteria



Annexation Review Criteria

1.	The proposed annexation is in conformance with the Comprehensive Plan.
	Growth Framework – Annexation Consideration The following will be considered when evaluating annexation proposals: - The proposed annexation meets state requirements for annexations. - The proposed annexation meets the requirements for annexations set forth in the Greeley Municipal Code. - The proposed annexation is in conformance with the Imagine Greeley Comprehensive Plan. - The proposed annexation promotes a geographic balance of land uses. - The proposed annexation increases the City’s supply of developable employment land or other future land use requirements. - Adequate services are or will be available to support the development expected to result from the proposed annexation. - The proposed annexation provides for a continuous and rational municipal boundary, and at least one-sixth of the annexation’s perimeter is contiguous with the city’s current boundary. - The area is urban or will be urbanized in the near future. However, annexation of undeveloped land is appropriate if another community goal is achieved, such as procurement of open land for a community separator, for open space, or for the conservation of farmland. The subject properties are primarily agricultural and undeveloped except for five plugged and abandoned oil and gas well pads dispersed throughout the annexation area. The area is anticipated to develop with a mix of residential and commercial uses, provided that adequate services can be extended and a master plan is incorporated into any future development. The site is located within the Long-Range Expected Growth Area (LREGA), and the Land Use Guidance Map designates it as Urban Reserve. While this classification does not anticipate immediate development, it does not preclude it. Future development will require master planning and sub-area planning to ensure adequate public facilities can be provided. Because full urban services are not currently available at the site, any development proposal must demonstrate how the area will be fully serviced. This request complies with this criterion.

Review Criteria



Annexation Review Criteria

2.	The proposed annexation promotes geographical balance of the City's land use pattern.
----	--

The proposed annexations provide growth in the north part of Greeley and fills in a gap in city limits in this area and areas designated within the Long-Range Expected Growth Area. It provides balance to the City's growth and land use pattern.

This request complies with this criterion.

3.	Adequate services are, or will be, available to support the development expected to result from the proposed annexation.
----	---

If annexed, the subject site would be served by the Greeley Fire Department and the City of Greeley Police Department. The areas of Annexation No. 1 and Annexation No. 2 would be served by Eaton RE-2 School District, and Annexation No. 3 would be served by Greeley/Evans District 6.

Currently no City-level utilities are needed at the site. The extension of services is not required for this annexation and would be required to be evaluated and provided with any future development proposal.

This request complies with this criterion.

Review Criteria



Annexation Review Criteria

4. **The proposed annexation provides for a continual and rational boundary.**

As proposed, the serial annexation would exceed the State's one-sixth contiguity requirements, with a combined total contiguity of 36% (16% minimum required). These properties' inclusion would also help provide a continual and rational boundary by adding an area of unincorporated land within the Long Range Expected Growth Area and between two areas that have already been annexed (area between O Street and AA Street).

This request complies with this criterion.

5. **The proposed annexation is needed to accommodate future land use requirements.**

Since the site is located between existing City of Greeley Boundary to the north and south, it will close an existing gap in the city boundary. Any future development of the area will require additional development review depending on the proposal. While anticipated that future plans for a mix of housing and commercial uses, it is not proposed with the H-A zoning, assuming the annexation and zoning are approved. Future development would need to meet the City's Development Code, Imagine Greeley Comprehensive Plan and Adequate Public Facilities requirements.

The establishment of H-A (Holding-Agriculture) zoning is being considered as a request to annex into the City of Greeley until further master plans are submitted for future development of the area.

This request complies with this criterion.

Review Criteria



Zoning Review Criteria

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.

The Imagine Greeley Comprehensive Plan's Land Use Guidance Map, adopted in 2018, envisions the subject area as a 'Urban Reserve'.

The proposed H-A (Holding Agriculture) zoning district is appropriate for this area. The H-A district has limited land uses, and any development proposal will require a rezone to a district that allows the uses proposed. Additionally, the H-A zone district will allow current agricultural uses to continue as they are until master planning is coordinated to ensure that urban services are available for future development proposals.

The request complies with this criterion.

2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.

There is currently no development proposal for this area, however, the property owners anticipate future coordinated planning efforts in order to achieve the infrastructure, land uses, and design requirements for development of the property. The subject properties are currently being used for agricultural purposes, and under the proposed H-A zone district, these uses would be permitted to continue.

The request complies with this criterion.

Review Criteria



Zoning Review Criteria

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.**

The area is undergoing change as it is being annexed into the City of Greeley. In accordance with state statute and Greeley Development Code requirements, zoning must be established within 90 days of annexation.

The request complies with this criterion.

4. **Whether the existing zoning been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.**

The subject area is currently located in unincorporated Weld County and is primarily zoned R-1 (Residential), with a small portion in the southwest corner zoned A (Agriculture). Since the property is proposed for annexation into the City of Greeley, City zoning must be established as outlined above.

The request complies with this criterion.

Review Criteria



Zoning Review Criteria

- | | |
|----|---|
| 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. |
|----|---|

The proposed establishment of zoning maintains the current character of the neighborhood. The proposed H-A zone district allows uses limited to agriculture, which is the current use of the property. Any proposed development would require the rezone of the subject area to a zone district that allows for the proposal.

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. |
|----|---|

The H-A zone district does not allow any uses beyond agriculture. Any proposed development would require a rezone of the property. When water and sanitary sewer service is requested for this region as part of a development proposal, significant offsite extensions will be required unless other development has already made the extensions. Any proposed development of the subject site would be reviewed for compliance with city standards and improvements to existing infrastructure may be required at that time.

The request complies with this criterion.

Review Criteria



Zoning Review Criteria

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.**

As stated above, the area is changing in that it is being annexed into the City of Greeley and per State statute and Greeley Development code requirements, zoning must be established within 90 days on newly annexed land. The H-A zoning provides a pre-development to hold the area until more coordinated planning for infrastructure, land uses, and design can occur.

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.**

There are no anticipated negative impacts from the proposed establishment of zoning. As previously stated, the proposed H-A zone district's allowed uses are limited to agriculture. Any proposed development of the subject site would be reviewed for compliance with city standards and any potential impacts to neighboring properties would be considered at that time.

The request complies with this criterion.

9. **The recommendations of professional staff or advisory review bodies.**
City staff recommends approval of this establishment of zoning request.



Council Agenda Summary

September 2, 2025

Key Staff Contact: Katelyn Puga, Planner III, Brian McBroom, Community Development Director, Donald Threewitt, Deputy Director of Community Development

Title:

Public hearing and second reading of an ordinance to consider a request for annexation of approximately 74.71 acres of land generally located south of AA Street, east of County Road 35, and north of O Street known as Willow Vista Annexation 2 (ANX2024-0002)

Summary:

The property owner, Union Colony Investors LLC, and applicant Baessler Homes have petitioned the City to annex a total of 222.4 acres of unincorporated property, including the rights-of-way of Weld County Road 35 and AA Street, known as the Willow Vista No. 1, No. 2, and No. 3 annexations. The annexations consist of three full parcels, Parcel No. 080526000035, Parcel No. 080525000076, Parcel No. 080525000077, and a portion of rights-of-way located on Parcel No. 080526000048. The annexation includes the rights-of-way for the round-about and detention ponds at O Street and CR 35. The annexations are proposed as part of a serial annexation with three annexation applications to establish contiguity with the city boundary.

This item was heard at the July 22, 2025, Planning Commission Meeting. The Planning Commission voted to approve this annexation with a 6-0 vote. Vice Chair Andersen was absent from this meeting. The item was introduced on August 19, 2025. By a majority vote from the Council, the public hearing and second reading was scheduled for September 2, 2025.

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from potential consideration for emergency response and maintenance of rights-of-way. The initial zoning designation proposed is Holding Agriculture (H-A), consistent with standard practice for newly annexed undeveloped land.

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
8. 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 certain date.

Council's Recommended Action:

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

Attachments:

1. Ordinance No. 25, 2025 with Appendix A
2. Resolution No. 32, 2025 with Exhibit A Willow Vista 2
3. Vicinity & Zoning Map
4. Willow Vista Annexation No. 2 Site Analysis Map
5. Neighbor Notification Boundary Map
6. Project Narrative
7. Public Comment
8. Planning Commission Staff Report
9. 7.22.2025 Draft Planning Commission Meeting Minutes

CITY OF GREELEY, COLORADO
ORDINANCE NO. 25, 2025
CASE NO. ANX2024-0002

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS THE “WILLOW VISTA ANNEXATION NO. 2,” LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64 AND EAST OF WELD COUNTY ROAD 35 COMPRISED OF 74.71 ACRES

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

Section 1. The City Council of Greeley, Colorado, hereby finds that the property, referenced in Section 2 below, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City of Greeley, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 2. The property referenced in this section and legally described in Appendix A is hereby approved for annexation and is annexed to the City of Greeley, Colorado.

Section 3. Pursuant to Section 31 -12 -113 of the Colorado Revised Statutes, one copy of the property map and the original annexation ordinance shall be filed with the City Clerk of the City of Greeley, Colorado, and three (3) certified copies of this Ordinance and map of the area annexed shall be filed for recording with the Clerk and Recorder of Weld County, Colorado, within thirty (30) days after the effective date of this Ordinance. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and map of the property annexed with the Division of Local Government of the Colorado Department of Local Affairs pursuant to this section.

Section 4. The City Clerk of the City of Greeley, Colorado, shall promptly transmit to the Northern Colorado Water Conservancy District a certified copy of this Ordinance and shall cooperate with the District to annex the subject area into the District's Municipal Subdistrict pursuant to the provisions of Section 37-45-136 (3.6) of the Colorado Revised Statutes.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 25, 2025
CASE NO. ANX2024-0002

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS THE “WILLOW VISTA ANNEXATION NO. 2,” LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64 AND EAST OF WELD COUNTY ROAD 35 COMPRISED OF 74.71 ACRES

AN AREA OF LAND BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 25 AS MONUMENTED BY A #6 REBAR WITH A 3.25” ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5” ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG SAID EAST LINE A DISTANCE OF 1263.00 FEET;
THENCE SOUTH 57°29'03" EAST A DISTANCE OF 35.99 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BEING THE EAST LINE OF WILLOW VISTA ANNEXATION NO. 1 AND TO THE **POINT OF BEGINNING**;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY PROLONGATION THEREOF BEING THE EAST LINE OF WILLOW VISTA ANNEXATION NO. 1 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 01°01'18" WEST A DISTANCE OF 1282.88 FEET;

THENCE NORTH 01°22'37" WEST A DISTANCE OF 1125.39 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE BY THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

THENCE NORTH 79°22'13" EAST A DISTANCE OF 581.16 FEET;

THENCE NORTH 35°40'39" WEST A DISTANCE OF 22.08 FEET;

THENCE NORTH 79°22'13" EAST A DISTANCE OF 476.27 FEET TO A POINT OF CURVATURE (PC)

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 225.52 FEET, SAID CURVE HAS A RADIUS OF 265.00 FEET, A DELTA ANGLE OF 48°45'33", AND IS SUBTENDED BY A CHORD BEARING NORTH 54°59'27" EAST A DISTANCE OF 218.77 FEET;

THENCE SOUTH 59°23'19" EAST A DISTANCE OF 80.00 FEET TO THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 25;

THENCE SOUTH 00°36'40" EAST ALONG SAID EAST LINE A DISTANCE OF 1419.27 FEET TO THE SOUTHEAST CORNER OF SAID W1/2NW1/4;

THENCE SOUTH 00°25'45" EAST ALONG THE EAST LINE OF THE NW1/4SW1/4 OF SAID SECTION 25 A DISTANCE OF 1316.73 FEET TO THE SOUTHEAST CORNER OF SAID NW1/4SW1/4;

THENCE NORTH 89°59'15" WEST ALONG THE SOUTH LINE OF SAID NW1/4SW1/4 A DISTANCE OF 1249.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;
THENCE NORTH 01°01'18" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 30.11 FEET TO THE **POINT OF BEGINNING**.

SAID AREA OF LAND CONTAINS 74.71 ACRES (+/-3,254,266 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

CITY OF GREELEY, COLORADO

RESOLUTION NO. 32, 2025

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE ANNEXATION LAWS FOR PROPERTY KNOWN AS “WILLOW VISTA ANNEXATION NO. 2,” LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64 AND EAST OF WELD COUNTY ROAD 35, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 74.71 ACRES.

WHEREAS, Union Colony Investors, LLC has submitted an annexation petition to the City of Greeley for annexation of property located generally South of Weld County Road 66 and North of Weld County Road 64 and East of Weld County Road 35, 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. § 31-12-107(1), 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. § 31-12-107(1).
2. The public hearing for consideration of the proposed annexation petition is hereby set for September 2, 2025, 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 15th day of July, 2025.

ATTEST:



THE CITY OF GREELEY, COLORADO

By: _____

City Clerk

By: _____

Mayor

PETITION FOR ANNEXATION

Willow Vista Annexation No. 2

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, "Willow Vista Annexation No. 2." 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) Mailing Address Date of Signing

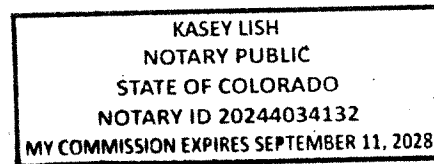
Union Colony Investors, LLC; By John M. Todd

John M. Todd 6/4/25
 Subscribed and sworn to before me this 4th day of June, 2025, by
Kasey Lish John M Todd KL

Witness my hand and official seal.

My commission expires: 9/11/2028

Kasey Lish
 Notary Public



Land Owned

PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 2

AN AREA OF LAND BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 25 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG SAID EAST LINE A DISTANCE OF 1263.00 FEET;
 THENCE SOUTH 57°29'03" EAST A DISTANCE OF 35.99 FEET TO THE EAST RIGHT-OF-WAY
 LINE OF COUNTY ROAD 35 BEING THE EAST LINE OF WILLOW VISTA ANNEXATION NO. 1
 AND TO THE **POINT OF BEGINNING**;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY PROLONGATION
 THEREOF BEING THE EAST LINE OF WILLOW VISTA ANNEXATION NO. 1 BY THE
 FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 01°01'18" WEST A DISTANCE OF 1282.88 FEET;

THENCE NORTH 01°22'37" WEST A DISTANCE OF 1125.39 FEET TO THE NORTH RIGHT-OF-
 WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE BY THE FOLLOWING FOUR (4)
 COURSES AND DISTANCES:

THENCE NORTH 79°22'13" EAST A DISTANCE OF 581.16 FEET;

THENCE NORTH 35°40'39" WEST A DISTANCE OF 22.08 FEET;

THENCE NORTH 79°22'13" EAST A DISTANCE OF 476.27 FEET TO A POINT OF CURVATURE
 (PC)

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF
 225.52 FEET, SAID CURVE HAS A RADIUS OF 265.00 FEET, A DELTA ANGLE OF 48°45'33",
 AND IS SUBTENDED BY A CHORD BEARING NORTH 54°59'27" EAST A DISTANCE OF 218.77
 FEET;

THENCE SOUTH 59°23'19" EAST A DISTANCE OF 80.00 FEET TO THE EAST LINE OF THE
 W1/2NW1/4 OF SAID SECTION 25;

THENCE SOUTH 00°36'40" EAST ALONG SAID EAST LINE A DISTANCE OF 1419.27 FEET TO
 THE SOUTHEAST CORNER OF SAID W1/2NW1/4;

THENCE SOUTH 00°25'45" EAST ALONG THE EAST LINE OF THE NW1/4SW1/4 OF SAID
 SECTION 25 A DISTANCE OF 1316.73 FEET TO THE SOUTHEAST CORNER OF SAID
 NW1/4SW1/4;

THENCE NORTH 89°59'15" WEST ALONG THE SOUTH LINE OF SAID NW1/4SW1/4 A
 DISTANCE OF 1249.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°01'18" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 30.11
 FEET TO THE **POINT OF BEGINNING**.

SAID AREA OF LAND CONTAINS 74.71 ACRES (+/-3,254,266 SQ.FT.) AND IS SUBJECT TO
 ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID
 DESCRIBED PARCEL OF LAND.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Kasey Lish being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.

Kasey Lish
(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 4 day of June, 2025, by Kasey Lish.

Witness my hand and official seal.

My commission expires: 6/17/2027

Melissa Wheeler
Notary Public



EXHIBIT A**PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 2**

AN AREA OF LAND BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 25 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG SAID EAST LINE A DISTANCE OF 1263.00 FEET;
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THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY PROLONGATION THEREOF BEING THE EAST LINE OF WILLOW VISTA ANNEXATION NO. 1 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:
THENCE NORTH 01°01'18" WEST A DISTANCE OF 1282.88 FEET;
THENCE NORTH 01°22'37" WEST A DISTANCE OF 1125.39 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE BY THE FOLLOWING FOUR (4) COURSES AND DISTANCES:
THENCE NORTH 79°22'13" EAST A DISTANCE OF 581.16 FEET;
THENCE NORTH 35°40'39" WEST A DISTANCE OF 22.08 FEET;
THENCE NORTH 79°22'13" EAST A DISTANCE OF 476.27 FEET TO A POINT OF CURVATURE (PC)
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 225.52 FEET, SAID CURVE HAS A RADIUS OF 265.00 FEET, A DELTA ANGLE OF 48°45'33", AND IS SUBTENDED BY A CHORD BEARING NORTH 54°59'27" EAST A DISTANCE OF 218.77 FEET;
THENCE SOUTH 59°23'19" EAST A DISTANCE OF 80.00 FEET TO THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 25;
THENCE SOUTH 00°36'40" EAST ALONG SAID EAST LINE A DISTANCE OF 1419.27 FEET TO THE SOUTHEAST CORNER OF SAID W1/2NW1/4;
THENCE SOUTH 00°25'45" EAST ALONG THE EAST LINE OF THE NW1/4SW1/4 OF SAID SECTION 25 A DISTANCE OF 1316.73 FEET TO THE SOUTHEAST CORNER OF SAID NW1/4SW1/4;
THENCE NORTH 89°59'15" WEST ALONG THE SOUTH LINE OF SAID NW1/4SW1/4 A DISTANCE OF 1249.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;
THENCE NORTH 01°01'18" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 30.11 FEET TO THE **POINT OF BEGINNING**.

SAID AREA OF LAND CONTAINS 74.71 ACRES (+/-3,254,266 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

WILLOW VISTA ANNEXATION NO.2
PART OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE
66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
74.71 ACRES
PROJECT NUMBER: ANX2024-0002

PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 2:

AN AREA OF LAND BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

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THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND THE NORTHERLY PROLONGATION THEREOF BEING THE EAST LINE OF WILLOW VISTA ANNEXATION NO. 1 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:
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OWNER

BY: _____ AS: _____

NOTARIAL CERTIFICATE

STATE OF _____)
COUNTY OF _____)

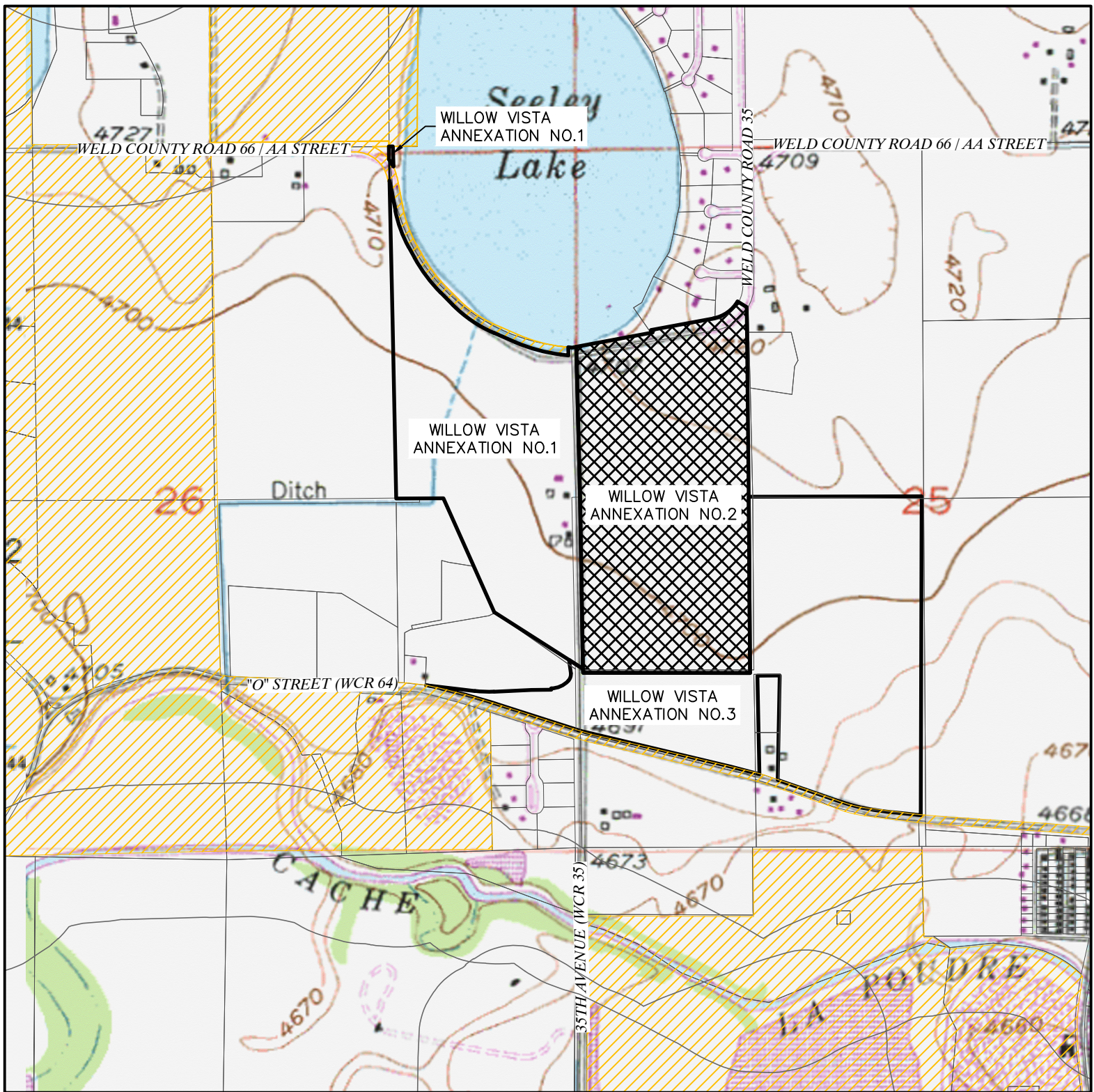
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY: _____ AS: _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC



VICINITY MAP
SCALE - 1"=1000'

VICINITY LEGEND



SURVEYOR'S NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON. (13-80-105 C.R.S.)

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, T.6., R.66W., AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

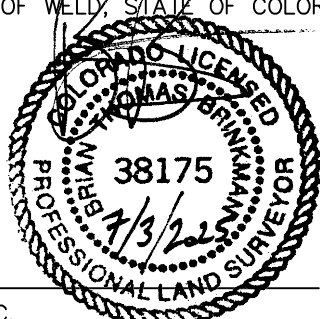
3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING GREELEY TOWN LIMITS.

4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:
EATON FIRE PROTECTION DISTRICT
EATON RE-2 SCHOOL DISTRICT
EATON AREA PARK AND RECREATION DISTRICT
NORTH WELD COUNTY WATER DISTRICT
WEST GREELEY CONSERVATION DISTRICT
HIGH PLAINS LIBRARY DISTRICT

SURVEYOR'S STATEMENT

I, BRIAN T. BRINKMAN, 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 OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.



BRIAN T. BRINKMAN-ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

CERTIFICATE OF APPROVAL OF THE DEVELOPMENT REVIEW MANAGER

ACCEPTED BY: _____ DATE _____
DEVELOPMENT REVIEW MANAGER

CERTIFICATE OF APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTED BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTANCE

THIS ANNEXATION MAP WAS ACCEPTED BY THE CITY OF GREELEY, WELD COUNTY, COLORADO AND THE TERRITORY THEREIN DESIGNATED AND MADE A PART OF THE CITY OF GREELEY, AND INCLUDED WITHIN THE LIMITS AND JURISDICTION THEREON

THIS _____ DAY OF _____, 2025.

ATTEST: _____
CITY CLERK MAYOR

ORDINANCE NO. _____

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED / NOT RECOMMENDED BY THE CITY OF GREELEY PLANNING COMMISSION, THIS _____ DAY

OF _____, 20____.

WILLOW VISTA ANNEXATION NO. 2	
CONTIGUOUS BOUNDARY (L.F.)	2438.39
TOTAL BOUNDARY PERIMETER (L.F.)	7808.42
PERCENTAGE OF CITY BOUNDARY CONTIGUITY	31%
1/6 OF PERIMETER (L.F.)	1301.40
ANNEXATION RATIO (1 to X)	3.20
TOTAL LAND AREA (Acres)	74.71

SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY SR	8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY SR	12/18/2024
UPDATE TITLE COMMITMENT SR	01/10/2025
ADDRESS COMMENTS & UPDATE BOUNDARY SR	04/14/2025
ADDRESS COMMENTS SR	06/02/2025
ADDRESS COMMENTS SR	06/30/2025

DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 1 OF 2

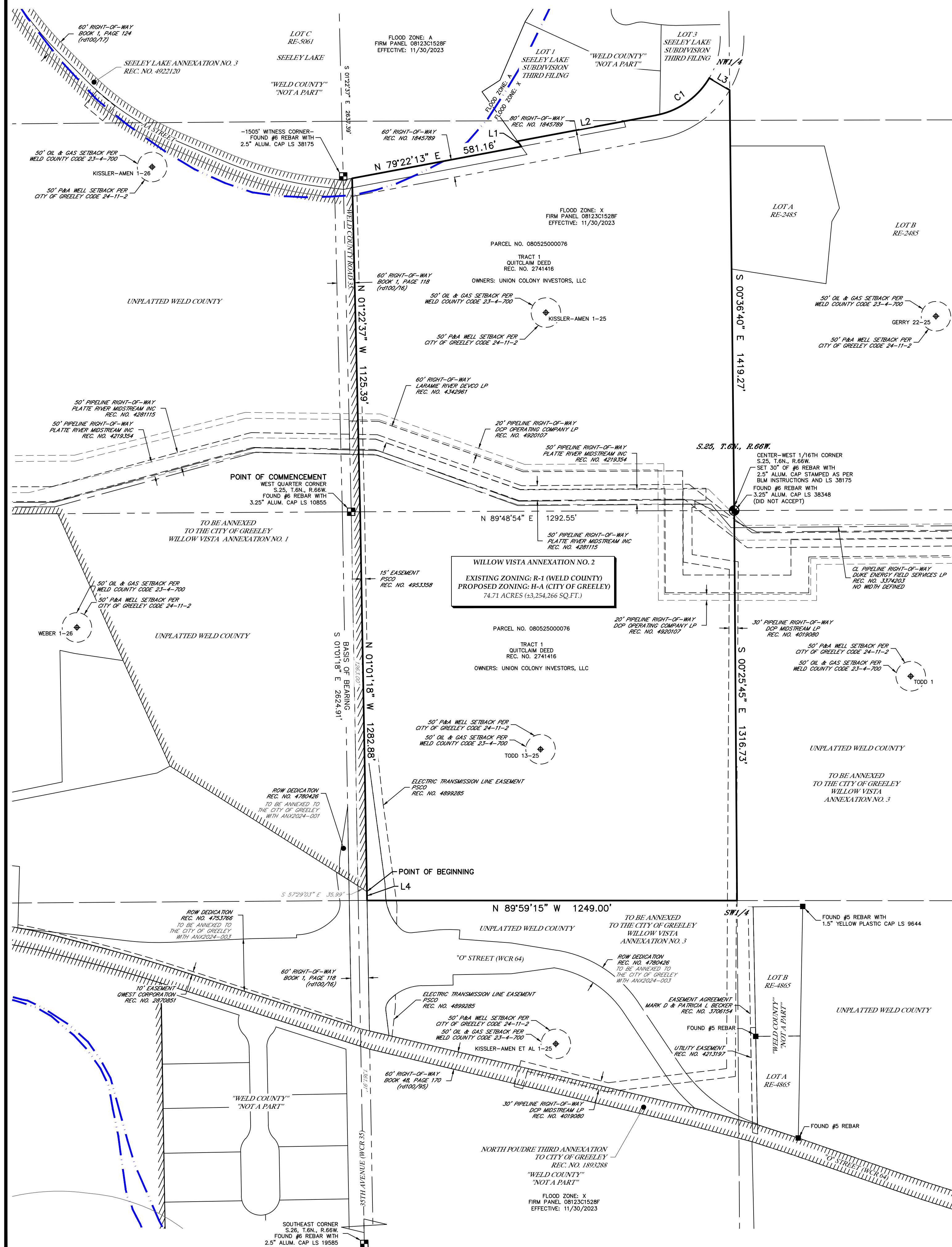
ANNEXATION MAP
WILLOW VISTA
S.25, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

WILLOW VISTA ANNEXATION NO.2

PART OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

74.71 ACRES

PROJECT NUMBER: ANX2024-0002

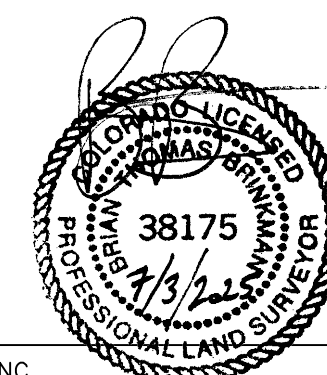


CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	225.52	265.00	48°45'33"	N 54°59'27" E	218.77

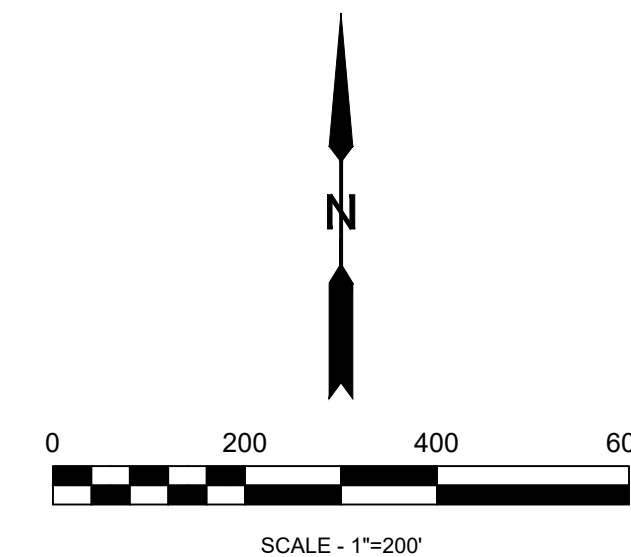
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 55°40'59" W	22.08
L2	N 79°22'13" E	476.27
L3	S 59°23'19" E	80.00
L4	N 01°01'18" W	30.11

LEGEND

---	SECTION LINE	■	ALIQUOT MONUMENT AS DESCRIBED
---	SECTION LINE FRACTIONAL	■	FOUND MONUMENT AS DESCRIBED
---	BOUNDARY LINE	○	CALCULATED POSITION
---	ADJACENT PARCEL LINE	●	WELL HEAD
---	RIGHT-OF-WAY LINE	⊕	PLUGGED & ABANDONED WELL
---	EASEMENT LINE		
---	FLOOD ZONE BOUNDARY		
---	BALD EAGLE ROOST SITE BOUNDARY (RULE 309.e.1)		
---	CURRENT LIMITS OF THE CITY OF GREELEY		



BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



SHEET SIZE: 24X36



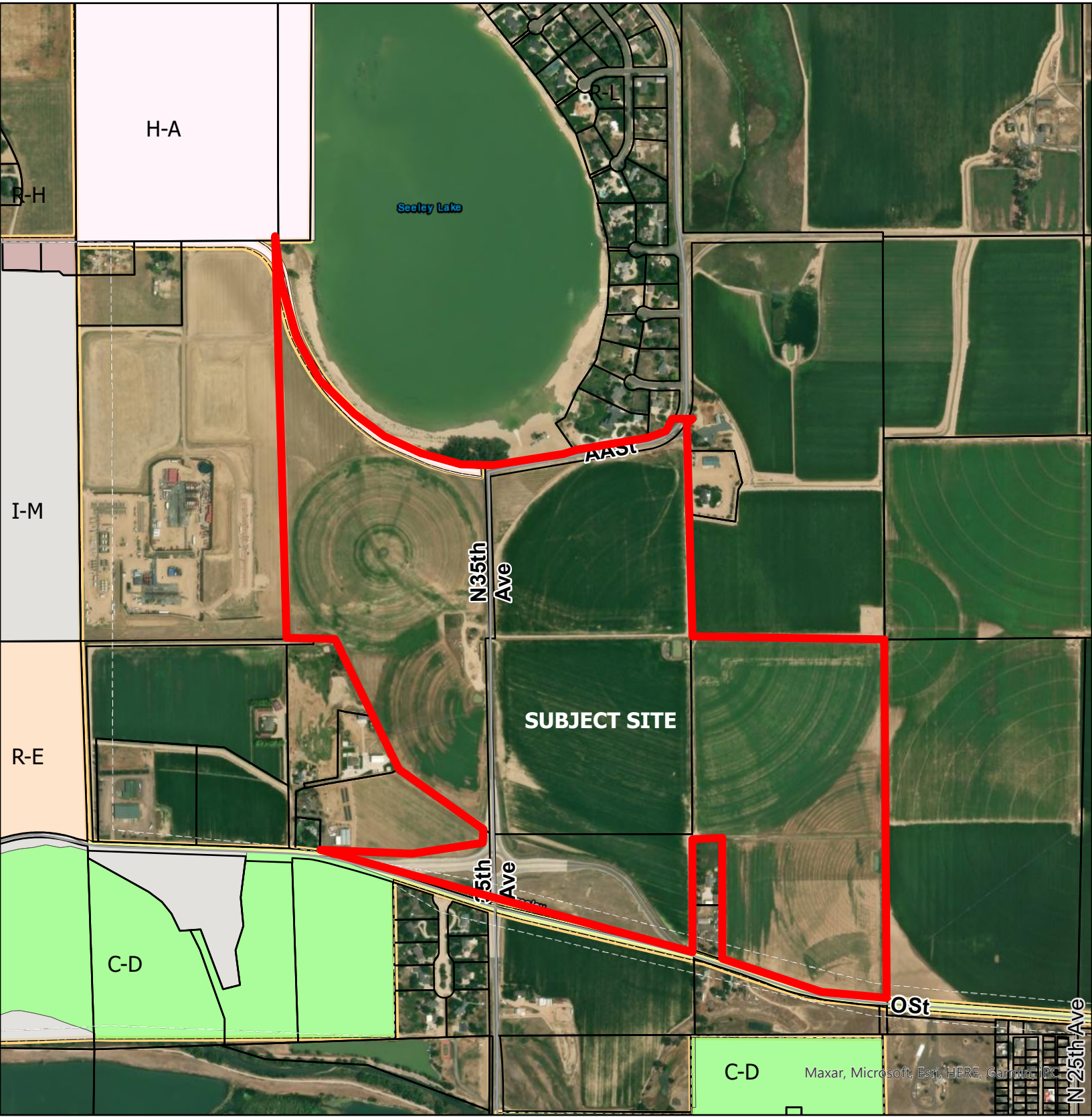
LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY	SR 8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 12/18/2024
UPDATE TITLE COMMITMENT	SR 01/10/2025
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 04/14/2025
ADDRESS COMMENTS	SR 06/02/2025
ADDRESS COMMENTS	SR 06/30/2025

DRAWN BY: SR
CHECKED BY: BTB

ANNEXATION MAP
WILLOW VISTA
S.25, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

SCALE: AS SHOWN
DATE: 6/26/2024
PROJECT #: 2024160
SHEET: 2 OF 2



Legend

- | | |
|-----------------------------------|--------------------------------|
| Greeley Parcels | Planned Unit Development (PUD) |
| Conservation District (C-D) | Residential Estate (R-E) |
| Holding Agriculture (H-A) | Residential High Density (R-H) |
| Industrial Medium Intensity (I-M) | |



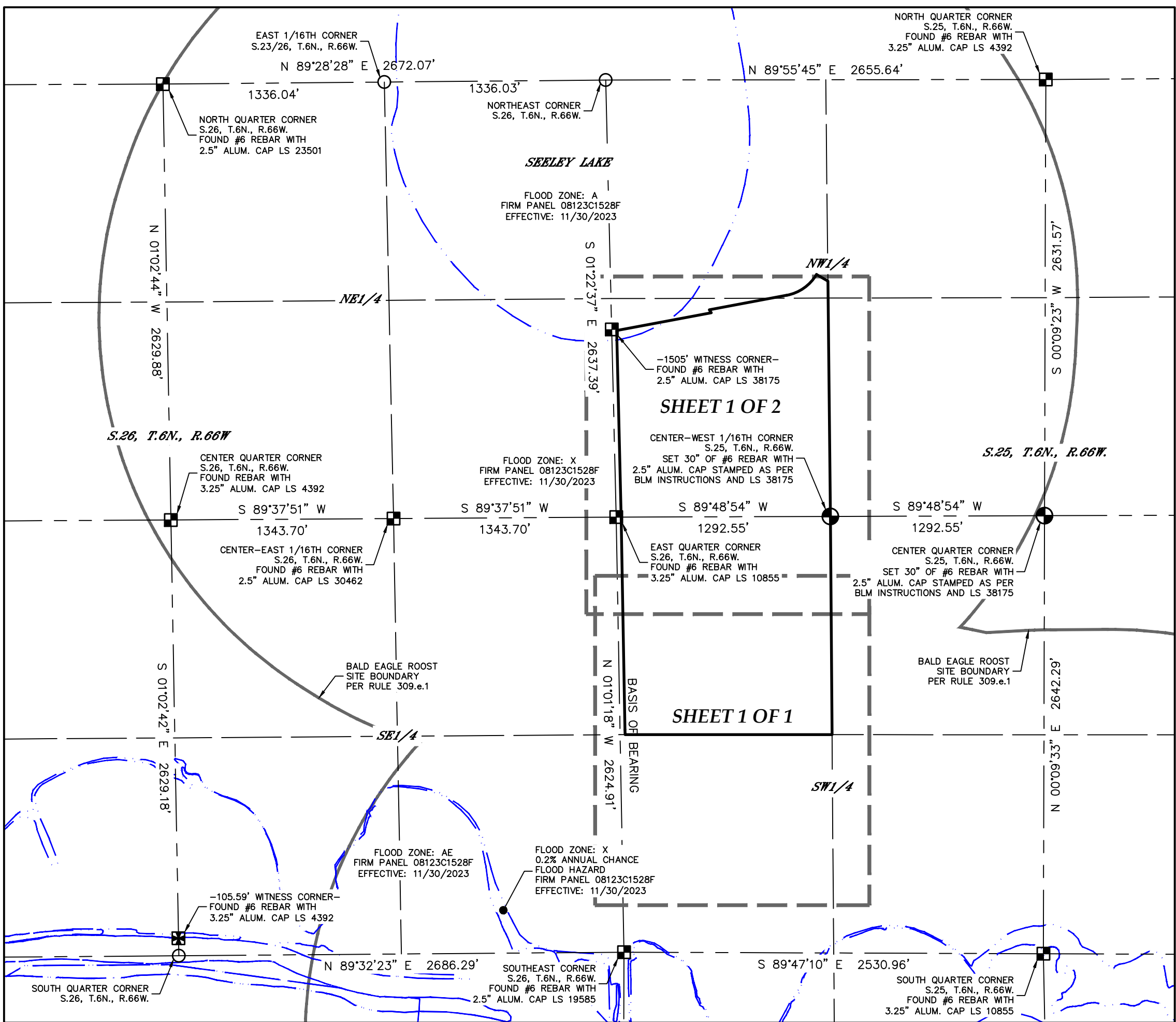
WILLOW VISTA ANNEXATION NO.2

SITE ANALYSIS MAP

PART OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

74.71 ACRES

PROJECT NUMBER: ANX2024-0002



OVERALL BOUNDARY MAP

SCALE - 1"=600'

SURVEYOR'S NOTES

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EATON FIRE PROTECTION DISTRICT
EATON RE-2 SCHOOL DISTRICT
EATON AREA PARK AND RECREATION DISTRICT
NORTH WELD COUNTY WATER DISTRICT
WEST GREELEY CONSERVATION DISTRICT
HIGH PLAINS LIBRARY DISTRICT

SITE ANALYSIS MAP

WILLOW VISTA
S.25, T.6N., R.66W.
2201 N. 35TH AVE

BAESSLER DEVELOPMENT, LLC



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS		
DESCRIPTION:		DATE:
UPDATE BOUNDARY	SR	8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR	12/18/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR	04/14/2025
ADDRESS COMMENTS	SR	06/02/2025

DRAWN BY: SR
CHECKED BY: BTB

SCALE: AS SHOWN
PROJECT #: 2024160

DATE: 6/26/2024
SHEET: 1 OF 2

WILLOW VISTA ANNEXATION NO.2

SITE ANALYSIS MAP

PART OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF
THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH,
RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

74.71 ACRES

PROJECT NUMBER: ANX2024-0002

LEGEND

---	SECTION LINE	■	ALIQUOT MONUMENT AS DESCRIBED
---	SECTION LINE FRACTIONAL	■	FOUND MONUMENT AS DESCRIBED
---	ANNEXATION BOUNDARY LINE	○	CALCULATED POSITION
---	ADJACENT PARCEL LINE	△	CONTROL POINT
---	RIGHT-OF-WAY LINE	○	CLEAN OUT
---	EASEMENT LINE	○	STORM DRAIN MANHOLE
---	EXISTING CONTOUR	○	WATER VALVE
---	EXISTING CONTOUR INDEX	○	SPIGOT
---	WATER LINE	○	WATER WELL
---	GAS LINE	○	IRRIGATION VALVE
---	TELEPHONE LINE	○	IRRIGATION MANHOLE
---	UNDERGROUND ELECTRIC	○	TELEPHONE PEDESTAL
---	OVERHEAD UTILITY	○	TELEPHONE MANHOLE
---	FIBER OPTIC LINE	○	TELEPHONE MARKER
---	FENCE	○	FIBER OPTIC PEDESTAL
---	FLOWLINE	○	FIBER OPTIC MARKER
---	FLOOD ZONE BOUNDARY	○	FIBER OPTIC VAULT
---	BALD EAGLE ROOST SITE	○	ELECTRIC PEDESTAL
---	BOUNDARY (RULE 309.e.1)	○	ELECTRIC METER
---	CURRENT LIMITS OF THE CITY OF GREELEY	○	ELECTRIC MANHOLE
---	CONCRETE	○	ELECTRIC SERVICE
---	ASPHALT	○	POWER POLE
---	GRAVEL	○	GUY WIRE
---	BUILDING	○	LIGHT POLE
---	WALL	○	PROPANE TANK
---	BRIDGE	○	WELL HEAD
---	WETLANDS LAKE (USFWS GIS)	○	PLUGGED & ABANDONED WELL
---	WETLANDS RIVERINE (USFWS GIS)	○	STEEL POST
---		○	BOLLARD
---		○	GATE
---		○	SIGN
---		○	REFLECTOR POST
---		○	CONIFEROUS TREE
---		○	DECIDUOUS TREE
---		○	TREE CLUSTER

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	225.52	265.00'	N 54°59'27" E	218.77'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 35°40'39" W	22.08'
L2	N 79°22'13" E	476.27'
L3	S 59°23'19" E	80.00'
L4	N 01°01'18" W	30.11'



SCALE - 1"=100'

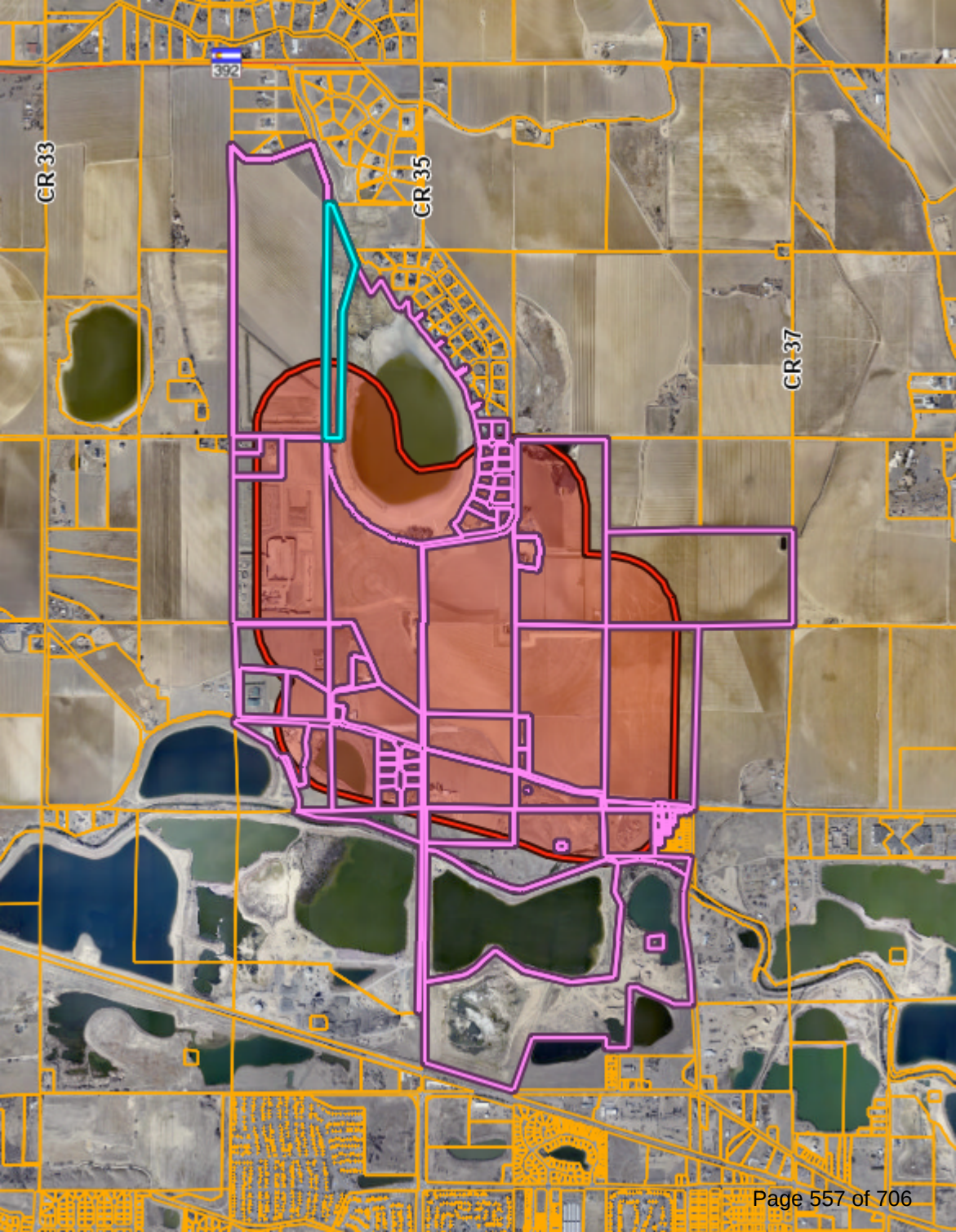
SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS		
DESCRIPTION:		DATE:
UPDATE BOUNDARY	SR	8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR	12/18/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR	04/14/2025
ADDRESS COMMENTS	SR	06/02/2025

SITE ANALYSIS MAP		
WILLOW VISTA		
S.25, T.6N., R.66W.		
2201 N. 35TH AVE		
BAESSLER DEVELOPMENT, LLC		
DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 2 OF 2



Project Narrative | Willow Vista

Pre-Application

December 18, 2024

How this project meets the review criteria found in Sec 24-204 – Rezoning

- 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.**

Imagine Greeley the City's Comprehensive Plan was adopted on 2/6/18. In that plan it lays out the framework for the community's shared vision for the future. Imagine Greeley lists out goals and objectives that are reflective of the core values shared by the community. The proposed project not only adheres to these goals but also furthers the visions set forth in the plan. Please see analysis below.

Land Use Guidance Map

Analysis: The area of the proposed project sits comfortably and entirely inside the Long Range Expected Growth Area (LREGA) as identified in the Comprehensive Plan. The project site currently borders current municipal boundaries at its location just north of the 35th Ave and the O Street intersection. Additionally, as depicted in the Land Use Guidance Map, a planned transit (multimodal) corridor also borders the southern edge of the proposed project which would further support growth and potential economic development in the area when fully built out.

Land Available for Future Growth

Analysis: As depicted in the Land Available For Future Growth Map in the Imagine Greeley Comprehensive Plan the proposed project area is identified as "Land Suitable for Future Development" and has been contemplated and designated to be developed within the City of Greeley.

Imagine Greeley Identified Goal: Growth & City Form

Analysis: Imagine Greeley identifies that growth is expected in the area of the proposed project. Imagine Greeley states that there is a, "growing support in the community to accommodate future growth with higher-density, mixed use" development. As proposed the project is a mixed-used development with a variety of housing types promoting a higher density.



Objective GC 1.4 further encourages growth north of the Cache La Poudre River stating that growth in this area is desirable and efforts to pursue this are encouraged. The proposed project aligns directly with this goal as it is located north of the Cache La Poudre River.

Objective GC 2.1 also states to maintain compliance with the Land Use Guidance Map, as stated above the proposed project aligns with and further enhances this goal as set by the plan.

Objective GC 2.4 supports mixed-use developments that integrate a variety of housing, commercial, employment, and recreational uses. As proposed this project will feature a variety of housing types, potential commercial areas, as well as recreational uses throughout to create a micro-community located within the larger community.

Objective GC 6.1-3 is to foster the development of “Complete Neighborhoods” that prioritize connectivity and character. The project as proposed will feature mixed-use development that incorporates multimodal connectivity with the extension of planned corridors and roadway networks as depicted in the City of Greeley Master Street Plan. Mixed-uses that allow people to live, work, and play in their own neighborhood.

Imagine Greeley Identified Goal: Housing

Analysis: Imagine Greeley confirms that the City has continued to champion its original settlers as a community that actively works to improve housing access for all people while supporting housing diversity.

Objective HO 2.1 sets the vision to encourage a variety of housing types to ensure that the City has neighborhoods that attract all residents. The project as proposed will feature multiple housing types, sizes, styles, and price-points to attract a wide variety of residents and create a stronger community.

Imagine Greeley Identified Goal: Infrastructure

Analysis: Imagine Greeley outlines the importance of infrastructure as the City continues to grow, this includes public facilities, parks, and transportation. As proposed, this project will help to extend and create new roads as identified in the Master Street Plan Map. This project will design and construct additional water, sanitary, storm water, and parks facilities.



Imagine Greeley Identified Goal: Parks & Recreation

Analysis: Imagine Greeley identifies the goal to expand parks and recreation services and facilities. The project as proposed is over 200 acres of land that will feature additional green spaces, common areas, parks, and trail systems while connecting to established networks while championing native landscape plantings that prioritize water conservation as identified in the Comprehensive Plan.

2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.

Along with the annexation application, the applicant is looking to place the properties within the HA- Holding Agriculture District. Per Section 24-401 of the Greeley Development Code the purpose and intent for the H-A district as follows:

Sec. 24-401 Table 24-4-1.

H-A — Holding-Agriculture. The H-A district is intended for **properties which have been annexed to the city** and are either **being used for agricultural purposes** or have little or no immediate development potential. Due to the development patterns and inefficiency of providing city services, this area receives only limited infrastructure investment and is therefore 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 annexation includes a total of 3 parcels that encompass just over 218 acres. Aligning with the Greeley Development code the intention is, upon annexation to initially zone the properties as H-A Holding Agriculture, which allows for additional coordinated planning with the City of Greeley and its stakeholders for infrastructure, land uses, and design. This approach is specifically taken to allow for the project team along with the City of Greeley to ensure that these parcels are developed, designed, and delivered with consideration to its relationship with surrounding areas and City guiding documents.



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.

The collective of properties that make up this annexation and associated rezone are generally located just north of the 35th Ave and the O Street intersection, an area that is depicted and envisioned to have development per Imagine Greeley the City's Comprehensive Plan as outlined above in Section 1. This area which is wholly placed inside of the Long Range Expected Growth Area (LREGA) for the City of Greeley is changing, these changes encourage the development of the area.

Recent infrastructure improvements to the intersection stated above, paired with annexations (Seeley Lake Annexation No. 1 -5) in 2023 border the proposed site. As infrastructure improvements to the area, and annexed land to the west and north of the subject site come into the City of Greeley, it hints that these changes to the area provide reason enough that it is in the best interest of the public to rezone and develop the subject property. This will eliminate any potential gaps in roadway, pedestrian, and infrastructure networks and allow the visions and goals of the guiding City documents to be realized. Additionally, market demand indicates a desire for development in this area of additional housing, amenities, and commercial north of the Cache La Poudre River, all making this an ideal location for a new community in the City of Greeley.

4. Whether the existing zoning been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.

These properties are currently undeveloped; however the properties have been active as agricultural land in unincorporated Weld County. During this time, lands around the subject site have been annexed and developed in the City of Greeley, or developed in unincorporated Weld County. These changes mark trends in the area that not only align with the City's vision but suggest that these subject properties are ready to develop as well. In every case land that is annexed and developed, is zoned to a zoning district aligned with its development goals and vision. The suggested zoning of H-A Holding Agriculture is aligned and appropriate with the trends in the vicinity as it will allow for a more coordinated planning effort for infrastructure, land uses,



and design with the City of Greeley and its stakeholders.

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.

As stated above the intention is upon annexation to initially zone the properties as H-A Holding Agriculture to allow for additional coordinated planning with the City of Greeley and its stakeholders for infrastructure, land uses, and design. This approach is specifically taken to allow for the project team along with the City of Greeley to ensure that these parcels are developed, designed, and delivered while considering the relationship to surrounding areas and City guiding documents. This includes but is not limited to the design of streets, civic and open spaces as applicable, the pattern, scale, and transitions. This method will not just enable but ensure development to occur in character with existing and other anticipated development.

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.

The project team will continue to coordinate with the City of Greeley and its stakeholders to ensure that the project is designed, developed, and delivered with adequate services and facilities necessary to for anticipated uses. The project team has had preliminary conversations with applicable departments and stakeholders and to our knowledge adequate facilities can be provided. Our team will continue to work with and coordinate with stakeholders during the development process.

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.

As the properties currently sit inside unincorporated Weld County, the first step would be to annex into the City of Greeley. The methodology of initially zoning to H-A Holding Agriculture will allow for additional coordination



paving the way for proposed future zonings to be more appropriate than the properties current zoning, which is Agriculture in Unincorporated Weld County.

The development of these parcels will serve a community need. At Home in Greeley: Housing Needs Assessment is clear. The City of Greeley needs housing. The Assessment determined that the City needs an additional 19,400 housing units by 2042 on top of already approved units. The annexation and initial zoning of the property allows for a mixed-use development that will include residential, commercial, and recreational uses. Residential uses are contemplated to feature a variety of housing types. This not only envisions the goals set forth in Imagine Greeley the City's Comprehensive Plan, it also fills a market need for additional housing of different types, sizes, and price points. The Housing Needs Assessment also identifies that the City of Greeley, "needs all types of housing at all price points..." As the City of Greeley continues to attract residents and grow the need for housing increases with it, the proposed project fills this community need.

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.

The project team does not currently anticipate any negative impacts on the area or adjacent properties. Through the development process, if any impacts are identified the project team is committed to mitigating said impacts as applicable.

9. The recommendations of professional staff or advisory review bodies.

The project will continue to work with all applicable review bodies through the development process.

The applicant's vision and understanding of the market for the proposed project.

As the City of Greeley continues to grow and create a unique, united, and vibrant community where people want to live, work, learn, grow, and play, a desire for additional housing has been identified. As proposed this development will feature a mixed-use development that will include residential, commercial, and recreational uses. Residential uses are contemplated to feature a variety of housing types. This not only envisions the



goals set forth in Imagine Greeley the City's Comprehensive Plan, but also fills a market need for additional housing of different types, sizes, and price points. As the City of Greeley continues to attract residents a market need for new "Complete Neighborhoods" that incorporate mixed-uses and housing diversity is created. This project helps to fill that market need and desire as it works to further the goals to promote a healthy and diverse economy and quality of life for all residents.

The proposed uses, general site layout, and conceptual or anticipated design of buildings, including how the project relates to surrounding sites and public spaces.

Included with this pre-application submittal is a bubble diagram that shows anticipated planning areas that feature a variety of housing, commercial, and recreational uses. The bubble diagram also outlines the expansion of the larger roadway network as set forth in the Master Street Plan Map within the annexed area. With over 200 acres of annexed land and seven planning areas, the following uses that align with established zoning districts are proposed.

- R-L — Residential Low Density
- R-M — Residential Medium Density
- R-H — Residential High Density
- C-L — Commercial Low Intensity
- C-H — Commercial High Intensity
- MU-L — Mixed Use Low Intensity
- MU-H — Mixed Use High Intensity

How the project will fit in and contribute to the area and further the intent of the existing or proposed zoning district.

As proposed this project will look to annex over 200 acres of land within the identified Long Range Expected Growth Area and utilize a planned unit development (PUD) to establish land uses and zoning that contributes to and furthers the intent, vision, and goals set forth in the City's Comprehensive Plan and Development Code. As a mixed-use development the project looks to foster growth within the framework of the City's long range planning documents. Creating a vibrant, pedestrian friendly, unique, and community-based development.

Planning and infrastructure impacts, including timing, phasing, or the need for any technical studies or outside agency coordination and review.

The applicant will continue to work with City staff and stakeholders to ensure that any questions or coordination regarding timing, phasing, or the need for any technical studies are provided as necessary and applicable as the project continues to develop.



Development review processes and review criteria, and in particular whether any special public information and outreach or specific agency or department reviews are necessary.

The applicant is committed to partnering with City staff and stakeholders to ensure that any necessary and/or applicable outreach, reviews, or coordination is taken care of and completed.

Opportunities to improve designs or coordinate the preliminary concepts with other private or public investments in the area.

As this project develops the applicant is open to opportunities not only to improve designs but also coordinate with City staff and stakeholders in the area to develop an attractive rewarding place in which residents want to live, work, learn, grow and play.



Aaron & Amy Pagel - Pagel Farms LLC

2730 West O Street

Greeley, CO 80631

aaronpagel@hotmail.com

(970) 652-9164

07/15/2025

Planning Commission

1001 11th Avenue

Greeley, CO 8063

Subject: Opposition to Proposed Land Use Change – Willow Vista Annexation No. 1, No. 2, and No. 3 and Willow Vista Establishment of Zoning

Dear Members of the Planning Commission,

I am writing to formally express my strong opposition to the proposed land use change and annexation of 222 acres into the City of Greeley currently under review for Baessler Homes/Meissa Wheeler.

As a resident of this rural community, I am deeply concerned about the far-reaching and irreversible impacts this proposal would have on our quality of life, safety, and traditional land uses. This development threatens to significantly alter the character of the area in the following ways:

1. Increased Traffic Congestion

This area is not designed to handle high volumes of traffic. The proposed development will bring in significantly more vehicles, increasing the risk of accidents and reducing the overall safety and livability of our rural roads. It will also degrade the peaceful and quiet environment that current residents deeply value.

2. Loss of Traditional Land Uses (Hunting and Shooting)

Many residents, myself included, value the ability to safely hunt and engage in responsible shooting on private land. The increased population density and development would place serious restrictions on these lawful, longstanding practices that are an integral part of our rural heritage and lifestyle.

3. Reduction in Productive Farmland

This project would remove a significant amount of land from agricultural use. As the region continues to lose farmland to development, we risk undermining local food systems and eroding our farming traditions. Once the land is developed, it cannot be restored to its original agricultural use.

4. Anticipated Noise Complaints and Legal Conflicts

With an influx of new residents unfamiliar with rural life, we expect to see a rise in complaints about common and accepted rural sounds—such as livestock, tractors, and legal gunfire. This not only puts pressure on existing residents but also risks imposing unfair legal burdens on those simply going about daily life in accordance with rural norms.

5. Destruction of Rural Lifestyle

One of the primary reasons people choose to live outside city limits is for the quiet, self-reliant, and spacious lifestyle. This proposed development threatens to turn our rural area into a suburban extension of the city, with all the accompanying noise, restrictions, and density that residents moved here to avoid.

6. Decreased Property Values

The introduction of high-density housing or incompatible land uses can lower the property values of existing homes. Increased traffic, loss of rural views, noise concerns, and uncertainty about future development often make nearby properties less attractive to buyers who seek a quiet, country lifestyle.

I urge the Planning Commission to consider the long-term consequences of this proposal. Approving this land use change would irreparably alter the character of our community and undermine the values that define rural living.

Thank you for your time and thoughtful consideration. I respectfully request that you reject the proposed land use change.

Sincerely,

Aaron & Amy Pagel – Pagel Farms LLC

2730 West O Street

Greeley, CO 80631

PLANNING COMMISSION SUMMARY

ITEM: Willow Vista No. 1, No. 2, and No.3 Annexations

PROJECT: Willow Vista No. 1, No. 2, and No.3 Annexations

FILE NO: ANX2024-0001, ANX2024-0002, and ANX2024-0003

LOCATION: Bounded by AA Street to the north, heading south along Couty Road 35 to O Street at the south boundary.

APPLICANT: Baessler Homes, Melissa Wheeler

CASE PLANNER: Katelyn Puga, Planner III

PLANNING COMMISSION HEARING DATE: July 22, 2025

PLANNING COMMISSION FUNCTION: To review the proposed annexations for compliance with Section 24-214 of the Greeley Development Code and make a recommendation to the City Council.

EXECUTIVE SUMMARY

Baessler Homes petitions to annex a total of 222.4 acres of land to the City of Greeley in a series of three separate annexation requests (ANX2024-0001, ANX2024-0002, and ANX2024-0003). Bounded by AA Street to the north, heading south along Weld County Road 35 to O Street at the south boundary(Section J – Attachments).

A. REQUEST

Baessler Homes is requesting approval to annex a total of 222.4 acres of land owned by Union Colony Investors LLC, known as the Willow Vista No. 1, No. 2, and No. 3 Annexations. The annexation includes a total of four parcels. The annexation also includes the right-of-way for Weld County Road 35 (CR 35), which bisects the annexation; and includes the right-of-way for the round-a-bout and detention pond at O Street and CR 35.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

1. **ANX2024-0001:** 63.29 acres located south of AA Street, west of County Road 35, and north of O Street.
2. **ANX2024-0002:** 74.71 acres located south of AA Street, east of County Road 35, and approximately 40 feet north of O Street.
3. **ANX2024-0003:** 84.40 acres Located just north of O street, east of County Road 35, and approximately 115 feet south of AA Street.

Current Zoning: AG (Agricultural – County); R-1 (Residential – County)

Proposed Zoning: ANX2024-0001 – 63.29 acres: Holding Agriculture (HA)
 ANX2024-0002 – 74.71 acres: Holding Agriculture (HA)
 ANX2024-0003 – 84.40 acres: Holding Agriculture (HA)

Abutting Zoning: North (AA Street): H-A (Holding Agriculture – City)
 North (east of CR 35): R-1 (County)
 South: PUD (Planned Unit Development - City)
 East: AG (Agriculture - County)
 West: AG (County); R-1 (County)

See Figure 1 for details.

Site Conditions: The site is currently undeveloped and used for agricultural purposes. County Road 35 runs through the center of the annexation area, while AA Street forms the northern boundary. The southern edge is bordered by an existing detention pond and the roundabout at O Street and County Road 35. There are five plugged and abandoned oil and gas wells located throughout the annexation area.

Contiguity:

Annexation Application	Required Contiguity	Provided Contiguity
ANX2024-0001	16%	23%
ANX2024-0002	16%	31%
ANX2024-0003	16%	49%

Abutting Land Uses: North: Residential Estate and Agriculture
 South: Residential, Agriculture, and Open Space/Natural Areas.
 East: Agriculture
 West: Agriculture/Residential Estate; Oil and gas operations



Figure 1: Zoning & Vicinity Map

D. BACKGROUND

The property owner has petitioned the City to annex a total of 222.4 acres of unincorporated property, including the right of way of Weld County Road 35 and AA Street. The annexations consist of four parcels, Parcel No. 080526000035, Parcel No. 080525000076, Parcel No. 080525000077, and a portion of right-of-way located on Parcel No. 080526000048. The annexations are proposed as part of a serial annexation with three annexation applications to establish contiguity with the city boundary. The annexation area contains five plugged and abandoned oil and gas wells. The parcels are located within the Long-Range Expected Growth Area and are designated as an Urban Reserve.

The applicant requests the annexation be zoned H-A (Holding Agriculture) in accordance with Section 24-214 of the Development Code. Following approval of the annexations, the establishment of zoning will be considered as a separate hearing item and must, per state statutes, take place within 90 days of the annexation.

Colorado Revised Statutes §31-12-104 and §31-12-105 establish the legal requirements for annexation, and include: (1) not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley; (2) a community of interest exists between the territory proposed to be annexed and the City of Greeley; (3) the territory sought to be annexed is urban or will be urbanized in the near future and; (4) the territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley.

The proposed annexation applications consists of a series of annexations to establish contiguity per Colorado Revised Statutes 31-12-105(1) (e), where contiguity may be established by the annexation of one or more parcels in a series, which annexations may be completed simultaneously and considered together for the purposes of the public hearing required by Sections 31-12- 108 and 31-12-109 and the annexation impact report required by Section 31-12-108.5.

The City Attorney's Office has determined the proposal meets the statutory requirements to be considered for annexation, and City Council adopted a resolution on July 15, 2025, making a finding to this effect, scheduling the introduction of the ordinance concerning the annexation for August 19, 2025, and the final reading on September 2, 2025.

E. APPROVAL CRITERIA

The Commission shall consider comments from review agencies and offices, the staff recommendation, citizen comments, and the following criteria (found in Section 24-214 of the Greeley Development Code) in taking action to recommend approval, denial, or to table the annexation for future consideration:

1. The proposed annexation is in conformance with the Comprehensive Plan.

The following Imagine Greeley Comprehensive Plan policies apply to this request:

Growth Framework – Annexation Consideration

The following will be considered when evaluating annexation proposals:

1. The proposed annexation meets state requirements for annexations.
2. The proposed annexation meets the requirements for annexations set forth in the Greeley Municipal Code.
3. The proposed annexation is in conformance with the Imagine Greeley Comprehensive Plan.

4. The proposed annexation promotes a geographic balance of land uses.
5. The proposed annexation increases the City's supply of developable employment land or other future land use requirements.
6. Adequate services are or will be available to support the development expected to result from the proposed annexation.
7. The proposed annexation provides for a continuous and rational municipal boundary, and at least one-sixth of the annexation's perimeter is contiguous with the city's current boundary.
8. The area is urban or will be urbanized in the near future. However, annexation of undeveloped land is appropriate if another community goal is achieved, such as procurement of open land for a community separator, for open space, or for the conservation of farmland.

Comprehensive Plan Policies & Objectives:

GC-1.5 Annexations: When considering a proposed annexation, the City should find persuasive evidence that the inclusion of the property into the City's jurisdiction meets the goals and objectives of the Comprehensive Plan, and that the property can be developed in a manner that will be a positive addition to the City, improve the quality of Greeley's neighborhoods, and can be provided with municipal services.

Staff Comment: The subject properties are primarily agricultural and undeveloped except for five plugged and abandoned oil and gas well pads dispersed throughout the annexation area. The area is anticipated to develop with a mix of residential and commercial uses, provided that adequate services can be extended and a master plan is incorporated into any future development.

The site is located within the Long-Range Expected Growth Area (LREGA), and the Land Use Guidance Map designates it as Urban Reserve. While this classification does not anticipate immediate development, it does not preclude it. Future development will require master planning and sub-area planning to ensure adequate public facilities can be provided. Because full urban services are not currently available at the site, any development proposal must demonstrate how the area will be fully serviced.

This request complies with this criterion.

2. The proposed annexation promotes geographical balance of the City's land use pattern.

Staff Comment: The proposed annexations provide growth in the north part of Greeley and fills in a gap in city limits in this area and areas designated within the Long-Range Expected Growth Area. It provides balance to the City's growth and land use pattern.

This request complies with this criterion.

3. Adequate services are, or will be, available to support the development expected to result from the proposed annexation.

Staff Comment: If annexed, the subject site would be served by the Greeley Fire Department and the City of Greeley Police Department. The areas of Annexation No. 1 and Annexation No. 2 would be served by Eaton RE-2 School District, and Annexation No. 3 would be served by Greeley/Evans District 6.

Currently no City-level utilities are needed at the site. The extension of services is not required for this annexation and would be required to be evaluated and provided with any future development proposal.

This request complies with this criterion.

4. The proposed annexation provides for a continual and rational boundary.

Staff Comment: As proposed, the serial annexation would exceed the State's one-sixth contiguity requirements, with a combined total contiguity of 36% (16% minimum required). These properties' inclusion would also help provide a continual and rational boundary by adding an area of unincorporated land within the Long Range Expected Growth Area and between two areas that have already been annexed (area between O Street and AA Street).

This request complies with this criterion.

5. The proposed annexation is needed to accommodate future land use requirements.

Staff Comment: Since the site is located between existing City of Greeley Boundary to the north and south, it will close an existing gap in the city boundary. Any future development of the area will require additional development review depending on the proposal. While anticipated that future plans for a mix of housing and commercial uses, it is not proposed with the H-A zoning, assuming the annexation and zoning are approved. Future development would need to meet the City's Development Code, Imagine Greeley Comprehensive Plan and Adequate Public Facilities requirements.

The establishment of H-A (Holding-Agriculture) zoning is being considered as a request to annex into the City of Greeley until further master plans are submitted for future development of the area.

This request complies with this criterion.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The four parcels included in the annexation applications are currently unsubdivided in unincorporated Weld County. A Subdivision Plat will be required for future development proposals.

2. HAZARDS

The properties contain five plugged and abandoned oil and gas wells.

3. WILDLIFE

According to the City of Greeley's Areas of Ecological Significance map, Seeley Lake and the area immediately around it are in an area of 'high' ecological significance, which are areas that contain significant natural features which would be severely and negatively compromised by development. A bald eagle roost site boundary is located within the area of Willow Vista Annexation No.3, located on the east area of the site. This will need to be taken into considering with any future development in the area.

4. FLOODPLAIN

The site primarily has no mapped floodplains on the subject property, in exception of approximately 0.4 acres within Annexation No. 1, adjacent to AA Street.

5. DRAINAGE AND EROSION

The site is largely undeveloped with drainage patterns expected to match existing conditions. However, drainage patterns and required stormwater infrastructure and detention would be examined in greater detail through further development applications and the subsequent permitting processes.

The annexation request includes a Weld County detention pond, southwest of O Street and Weld County Road 35 roundabout.

6. TRANSPORTATION

The annexation request includes a section of Weld County Road 35, AA Street to the north, and O Street to the south.

H. SERVICES

1. WATER

There is an existing North Weld County Water District water main located in AA Street, east of Weld County Road 35, in addition to a water main within Weld County Road 35. There is a City of Greeley 20-inch water stub at O Street and Weld County 35. Annexation No 1, No. 2, and No. 3 are shown on the Adequate Public Facilities Map as being “near an 8” or larger water line”. Water infrastructure adequate to serve the site will be examined in further development applications and the subsequent permitting processes.

2. SANITATION

The nearest sewer line is a 36” sewer trunk line located south of O Street at N 25th Avenue. Sanitary sewer infrastructure adequate to connect the site to the sewer trunk line will be examined in further development applications and the subsequent permitting processes.

3. EMERGENCY SERVICES

The subject site is currently served by the Eaton Fire Protection District. With the successful annexation, the applicant would withdraw the property from those Fire Protection Districts. The City of Greeley Fire Department would take over fire services for the site once annexed. The closest fire station, Fire Station #3 (150 35th Ave), is approximately 1.5 miles away.

The City of Greeley Police Department would also serve this area with the completion of the annexation. The nearest police station is approximately four (4) miles east of the subject enclave on 10th Street near 28th Avenue.

4. PARKS/OPEN SPACES

The site is approximately .33 miles from the Poudre Trail and Poudre Ponds, near the south boundary of the annexation. Future parks and open space will be required with future development of the property.

5. SCHOOLS

Annexation No.1 and Annexation No. 2 are located in Eaton RE-2 School District, while the southern portion of the site (Annexation No. 3) is located in Greeley/Evans District 6.

I. NEIGHBORHOOD IMPACTS

1. VISUAL

The annexation would not create any visual impacts on the surrounding neighborhood, which is largely agricultural and residential estate. Potential impacts would be reviewed at time of future development.

2. NOISE

Staff does not anticipate that the proposed annexation would create any significant increase in noise. Potential impacts would be reviewed at time of future development.

H. NOTIFICATION:

Mailed notice is not required, per the Development Code effective as of October 1, 2021. However, as a courtesy a mailed notice was sent on June 20, 2025 to surrounding properties within 1000 feet of the subject property. The applicant posted signs in three locations on the property on June 24, 2025. To date, staff has received one letter of opposition from a nearby land owner, citing concerns related to increased traffic congestion, loss of traditional land uses, reduction of productive farmland, anticipated noise complaints, destruction of rural lifestyle, and decreased property values. The letter is included in the attachments provided.

I. PLANNING COMMISSION RECOMMENDED MOTION:

1. A motion that, based on the project summary and analysis, the Planning Commission find that the request for an annexation meets approval criteria found in Section 24-204.b.2.(a-e). And, the proposed Willow Vista Annexation No. 1, File number ANX2024-0001, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

2. A motion that, based on the project summary and analysis, the Planning Commission find that the request for an annexation meets approval criteria found in Section 24-204.b.2.(a-e). And, the proposed Willow Vista Annexation No. 2, File number ANX2024-0002, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.
3. A motion that, based on the project summary and analysis, the Planning Commission find that the request for an annexation meets approval criteria found in Section 24-204.b.2.(a-e). And, the proposed Willow Vista Annexation No. 3, File number ANX2024-0003, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

J. ATTACHMENTS:

1. Annexation Petition
2. Vicinity & Zoning Map
3. Annexation Plat
4. Annexation Site Analysis Map
5. Neighbor Notification Boundary Map
6. Project Narrative
7. Staff Presentation
8. Letter of Opposition



Planning Commission Meeting Minutes

July 22, 2025, at 1:15 pm

1. Call to Order

Chair Yeater called the meeting to order at 1:15pm

2. Roll Call - **Present**

Chair Justin Yeater

Commissioner Erik Briscoe

Commissioner Jeff Carlson

Commissioner Brian Franzen

Commissioner Larry Modlin

Commissioner Christian Schulte (arrived at 1:20pm)

Absent

Vice Chair Louisa Andersen

3. Approval of the agenda

There were no changes to the agenda

Chair Yeater approved the agenda as published

4. Approval of the June 24, 2025, Planning Commission Meeting Minutes

There were no changes to the minutes

Motion: Commissioner Modlin made the motion to approve the June 24, 2025 Planning Commission Meeting Minutes as published.

Second: Commissioner Carlson

Vote: Motion carried 5-0

Absent: Vice Chair Andersen and Commissioner Schulte

5. A public hearing to consider a request for a preliminary subdivision of approximately 149.6 acres of land into 472 lots, 3 tracts, 14 outlots, and dedication of rights-of-way. The subject property is generally located at the southwest corner of the intersection of 71st Avenue and Highway 34 Bypass and is within Residential High Density (R-H), Residential Low Density (R-L), and Residential Estate (R-E) Zoning Districts. Known as Cobblestone Preliminary Subdivision (SUB2024-0021)

Jeff Woeber (Planner III) began his presentation by introducing himself and the item as published. Staff finds that the plan complies with Greeley development code criteria and is requesting approval of the preliminary subdivision. Mr. Woeber stated the applicant is in attendance and has a presentation as well.

Chair Yeater asked the commission if they had questions for staff.

Commissioner Franzen asked for clarification on the problem with the easement. Mr. Woeber stated there were some issues regarding easements involving both Xcel Energy and a nearby ditch. Preliminary approval has been given, and the applicant is working to ensure compliance with those easements. David Harold (Engineer II) confirmed that the applicant is pursuing a crossing agreement for the ditch and is coordinating directly with Xcel regarding their easement. Mr. Harold added that no concerns from Xcel have been reported at this time.

Chair Yeater asked about CDOT requirements. Mr. Harold noted the design is still in progress, with potential improvements at 71st and 83rd Avenues along US 34, including deceleration and acceleration lanes, increased turn lane capacity, extended queueing, and possible signalization to improve traffic flow.

Commissioner Schulte asked whether compliance with CDOT requirements is mandatory. Mr. Harold confirmed that it is.

Commissioner Briscoe asked about the density of the cluster homes and the maximum allowed under RH zoning, noting the overall project density was just over 7 units per acre. Mr. Woeber responded that RH zoning allows for significantly higher densities—up to 45 units per acre for multifamily developments—though achieving that would depend on meeting requirements for open space, parking, and other factors. He added that such density would not apply to the current lot layout.

Commissioner Modlin inquired about planned road improvements, noting the current conditions are poor and anticipating a significant increase in traffic. Mr. Harold directed the question to the applicant for clarification.

Chair Yeater invited the applicant to speak to the question.

Max Moss (Applicant/Developer) stated that the roads, including 28th Street, are being completely rebuilt with major upgrades. Significant improvements are also planned at the failing intersection of US 34 and 82nd, including added lanes, signalization, and extended turn distances. Similar improvements are planned for 71st, with extended roadway length to support increased traffic.

Mr. Moss began his presentation and gave more explanation of the density mentioned earlier and their plan as published.

Chair Yeater opened the public portion of the meeting at 1:34pm

1. Mary Bingford (Resident) asked where the access points from the St. Michael's neighborhood into the new development would be.

Chair Yeater asked if anyone else in attendance wanted to speak. Seeing none, Chair Yeater invited the applicant back up to answer Ms. Bingford's question.

Abigail Milewski (Landscape Architect with BHA Design) answered by stating there are two main access points into the Cobblestone development. The primary entrance will be from the newly relocated and improved 28th Street, connecting to a new road (73rd) that leads south into the development. The secondary access will be from West 32nd Street Road, which will extend west into Cobblestone. Additional internal streets will serve the neighborhood.

Chair Yeater closed the public portion of the meeting at 1:37pm and turned it over to the Commission for action.

Motion by Commissioner Briscoe:

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed preliminary subdivision plat is in compliance with Development Code Section 24-203(b)(1) and therefore approves the preliminary subdivision plat as presented.

Second: Commissioner Franzen

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

Chair Yeater announced the next four items (6, 7, 8 & 9) are part of the same overall plan. He introduced them together for presentation purposes, noting that each item would be voted on separately. Discussion below included items 6, 7, 8 & 9.

6. A public hearing to consider a request for annexation of approximately 63.29 acres of land generally located south of AA Street, west of County Road 35, and north of O Street known as Willow Vista Annexation 1, (ANX2024-0001)

Commissioner Briscoe disclosed a business relationship with the applicant, stating it was unrelated to the current project and that he was unaware of the submission. He offered to recuse himself if the Commission believed it necessary. Chair Yeater indicated there was no issue, assuming no direct interest in the project. A request was made for clarification from Michael Axelrad (Senior Attorney) and Commissioner Briscoe explained he is in discussions to sell unrelated property to the applicant, with no family ties involved. It was determined that no conflict requiring recusal existed, and the Commission proceeded without a motion.

The Clerk interjected, reminding all members to ensure their microphones are turned on before speaking and to remain close to them while talking. This was in response to feedback from online participants who reported difficulty hearing portions of the meeting.

Katelyn Puga began her presentation by introducing herself and the items as published. Staff find the plans comply with Greeley development code criteria and are requesting approval of all four requests.

Chair Yeater requested an explanation for the audience and a reminder to the Commission regarding the process—specifically, why the property is being designated as holding agriculture and the anticipated steps the applicant will take moving forward.

Mrs. Puga answered by stating Holding Agriculture is a zoning designation that preserves land primarily for agricultural use until more coordinated planning occurs. It limits permitted uses, allowing existing residential and farming activities, while any new development would still require additional permitting. Ultimately, significant development would necessitate a future rezoning.

Commissioner Briscoe asked about the northwest corner of the property, which comes to a sharp point where it meets another parcel zoned Holding Agriculture, which is currently within the City of Greeley. The commissioner asked how the current annexation will impact that adjacent parcel.

Mrs. Puga stated there doesn't appear to be an immediate impact, as the two are separate properties. While the annexation crosses the right-of-way to the north and includes a portion connected to this parcel, it does not affect the previously annexed property.

Commissioner Franzen asked whether the code requires a waiting period before submitting a rezoning request after annexation with a Holding Agriculture designation.

Mrs. Puga noted that there is likely no required waiting period. The key point is that the applicant has 90 days to establish zoning within the annexation timeline. Once that zoning is established, it remains in place indefinitely.

Commissioner Carlson asked a question regarding the mention of the Urban Reserve designation and its requirement for additional planning. He asked for clarification on the timeline for that planning process and what it typically involves.

Mrs. Puga explained that coordinated planning efforts primarily involve ensuring adequate utility services and infrastructure to support future development. In this case, the applicant would need to work closely with the city on utilities, as well as elements like parks and open space. It's essentially a master planning process for the area, requiring collaboration between the applicant and various city departments.

Chair Yeater invited the applicant to come to the podium.

Melissa Wheeler from Baessler Homes began her presentation by introducing herself and their plan as published.

Chair Yeater stated as part of the annexation review, feasibility of facilities is a key consideration. The packet references two water lines, and he asked whether any detailed analysis had been done regarding how those lines would support future development.

Ms. Wheeler stated they had held several meetings with water and sewer and have confirmed an extension from the east side of O Street—currently under construction—can serve the first phase. A major extension north on 35th Street is planned to service the remainder of the community, with ongoing coordination with the city.

Chair Yeater opened the public portion of the meeting at 1:40pm

1. Patricia Conlon and Suzanne Lilly both spoke in opposition of this annexation.
2. Dean Vandergon spoke in opposition of this annexation.
3. Theresa Suleiman spoke in opposition to this annexation.
4. Becker 8448 spoke in opposition to this annexation.

Chair Yeater asked if anyone else would like to speak. Seeing none, he asked if they could get some guidance or help regarding the items that were spoken about.

Mrs. Puga gave some clarifying comments regarding Fire and Police saying Greeley Fire & Greeley Police would serve this area. She also stated there are cooperative agreements between both the city and the County for these areas. Mrs. Puga stated that this area is going to remain within the Eaton School district. The other questions relating to future developments would be considered once there were specific plans or proposals submitted.

Don Threewitt (Deputy Director of Community Development) spoke to annexation concerns. He stated that annexations happen as a voluntary action by the property owner, noting that there would be no changes to neighboring property owner's taxes or existing services. The city would not pursue annexing any neighboring properties, nor does City Code or State statute allow involuntary annexation, with the exception of enclaves that have been fully surrounded for 3 years.

Tina Close (Civil Engineer III) spoke about traffic concerns. She stated any future proposal—whether a PUD, rezoning, or site plan—will require the applicant to submit a traffic study. This study must demonstrate that the project meets all applicable traffic codes and criteria at the time of submission.

Chair Yeater asked if the applicant would be required to improve their access if it was deemed to be dangerous.

Mrs. Close answered, saying that yes, any required traffic study would need to analyze existing roadway conditions and ensure compliance with current codes and criteria based on roadway classifications. Entrance points into the development would also need to meet city standards. The goal is to ensure safe access and circulation without negatively impacting adjacent properties.

Commissioner Briscoe raised a question about what triggers the expansion of city services, such as fire and police. When does the city determine it's necessary to extend services closer to developments like this one, or to areas near the existing city boundary north of O Street.

Mrs. Puga stated the city coordinates with emergency services to determine the level of service needed for a development, primarily based on population density location.

Chair Yeater invited the applicant to answer questions raised by the public.

Mrs. Wheeler stated that these are valid concerns and are thoroughly addressed throughout the planning process. All concerns raised will be carefully considered, noting their coordinator with city staff and the expectation that these concerns will continue to be reviewed by staff before any approvals are granted for the site.

Chair Yeater asked if there were any more questions for the applicant. Seeing none, Chair Yeater closed the public portion of the meeting at 2:15pm and turned it over to the Commission for action.

Motion by Commissioner Carlson:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 1, File number ANX2024-0001, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Franzen

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

7. A public hearing to consider a request for annexation of approximately 74.71 acres of land generally located south of AA Street, east of County Road 35, and north of O Street known as Willow Vista Annexation 2, (ANX2024-0002)

Commissioner Franzen made the motion:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 2, File number ANX2024-0002, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Modlin

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

8. A public hearing to consider a request for annexation of approximately 84.40 acres of land

generally located just north of O Street, east of County Road 35, and south of AA Street known as Willow Vista Annexation 3, (ANX2024-0003)

Motion by Commissioner Franzen:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 3, File number ANX2024-0003, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Carlson

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

9. A public hearing to consider an establishment of zoning request for approximately 222.40 acres of land generally located south of AA Street, heading south along County Road 35 to O Street at the southern boundary known as Willow Vista Establishment of Zoning (ZON2024-0006).

Motion by Commissioner Franzen:

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Willow Vista Establishment of Zoning, File number ZON2024-0006 meets the required Development Code criteria of Section 24-204. b. (1-9); and recommend approval of the H-A (Holding Agriculture) zone district to the City Council.

Second: Commissioner Schulte

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

10. Staff Report

Brian McBroom (Director of Community Development) shared that both of the City's subarea plans are progressing well. An update on the East Subarea Plan will be presented shortly by City Planner Doug May. The West Subarea Plan consulting team is expected to return in September and is currently refining concept plans based on collected input.

Mr. McBroom also shared that the Poudre River Restoration Initiative is ongoing, with a community meeting scheduled for the evening of August 14th.

Additionally, Mr. McBroom stated staff has completed its initial review of the Cascadia PUD, a major 820-acre project that includes 100 acres of City-owned land known as the Catalyst Project. The remaining 720 acres are being proposed by the Water Valley Company, which is the lead applicant, with the city as co-applicant on its portion. A first round of comments was returned to the applicant, and work continues to align the proposal with the City's development standards. A public hearing before the Planning Commission is scheduled for August 26th, with further public meetings anticipated before then.

Commissioner Modlin asked if there will be a presentation of the financial agreements related to the project.

Mr. McBroom answered by saying detailed financial information is not planned to be included in the PUD zoning packet for the August 26th meeting, as financial agreements are not part of the formal PUD approval criteria. However, public information is being prepared and distributed to help clarify widespread community questions and confusion about the project's financing. The city will be sharing materials soon, and the developer has also launched a website to provide additional information. This approach aims to keep the decision-making record for the Planning Commission focused solely on zoning-related criteria.

11. Adjournment

Chair Yeater adjourned the meeting at 2:26pm and moved into the workshop portion of the meeting.

Workshop

12. East Greeley Subarea Plan, Doug May

Doug May (Planner III) began his presentation by introducing himself, Brett Palmberg and Grace Dice (Consultants from Rick Engineering) and the plan as published.

Mr. May asked the Commission for any additional suggestions or if there are other areas or groups that should be considered for outreach, they would greatly value any input and expertise.

Commissioner Modlin asked if the city can offer incentives for residential development in the area, noting that initiatives like Richmark Housing for Humanity serve as kick starters to stimulate growth. He emphasized that housing drives industry and suggested exploring options like matching funds or grants, especially to encourage development eastward, where incentives may be more needed than to the west.

Mr. May answered by saying that the planning department may not have those tools directly but is collaborating closely with the Housing Services department, which is part of the steering committee. By involving them throughout the planning process, they hope to incorporate incentives to help kickstart a variety of housing types in the area.

Commissioner Briscoe emphasized the importance of preserving farmland, especially given the community's appreciation for Greeley's rural character—particularly on the East Side, where residents value proximity to city services while maintaining a country feel. Commissioner Briscoe acknowledged the challenge of balancing property rights with preservation but noted it will be a key messaging consideration in the planning process.

With no other questions or feedback Chair Yeater ended the workshop at 2:53 pm

(Name) – Chair

(Name) – Staff Liaison or Dept Manager



Council Agenda Summary

September 2, 2025

Key Staff Contact: Brian McBroom, Community Development Director, Donald Threewitt, Deputy Director of Community Development, Katelyn Puga, Planner III

Title:

Public hearing and second reading of an ordinance to consider a request for annexation of approximately 84.40 acres of land generally located south of AA Street, east of County Road 35, and north of O Street known as Willow Vista Annexation 3 (ANX2024-0003)

Summary:

The property owner, Union Colony Investors LLC, and applicant Baessler Homes have petitioned the City to annex a total of 222.4 acres of unincorporated property, including the rights-of-way of Weld County Road 35 and AA Street, known as the Willow Vista No. 1, No. 2, and No. 3 annexations. The annexations consist of three full parcels, Parcel No. 080526000035, Parcel No. 080525000076, Parcel No. 080525000077, and a portion of rights-of-way located on Parcel No. 080526000048. The annexation includes the rights-of-way for the round-about and detention ponds at O Street and CR 35. The annexations are proposed as part of a serial annexation with three annexation applications to establish contiguity with the city boundary.

This item was heard at the July 22, 2025, Planning Commission Meeting. The Planning Commission voted to approve this annexation with a 6-0 vote. Vice Chair Andersen was absent from this meeting. The item was introduced on August 19, 2025. By a majority vote from the Council, the public hearing and second reading was scheduled for September 2, 2025.

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from potential consideration for emergency response and maintenance of rights-of-way. The initial zoning designation proposed is Holding Agriculture (H-A), consistent with standard practice for newly annexed undeveloped land.

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
8. 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 certain date.

Council's Recommended Action:

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

Attachments:

1. Ordinance No. 26, 2025 with Appendix A
2. Resolution No. 33, 2025 with Exhibit A (Petition, Legal Description, Plat)
3. Vicinity & Zoning Map
4. Willow Vista Annexation No. 3 Site Analysis Map
5. Neighbor Notification Boundary Map
6. Project Narrative
7. Public Comment
8. Planning Commission Staff Report
9. 7.22.2025 Draft Planning Commission Meeting Minutes

CITY OF GREELEY, COLORADO
ORDINANCE NO. 26, 2025
CASE NO. ANX2024-0003

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS THE “WILLOW VISTA ANNEXATION NO. 3,” LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64 AND EAST OF WELD COUNTY ROAD 35 COMPRISED OF 84.40 ACRES

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

Section 1. The City Council of Greeley, Colorado, hereby finds that the property, referenced in Section 2 below, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City of Greeley, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 2. The property referenced in this section and legally described in Appendix A is hereby approved for annexation and is annexed to the City of Greeley, Colorado.

Section 3. Pursuant to Section 31 -12 -113 of the Colorado Revised Statutes, one copy of the property map and the original annexation ordinance shall be filed with the City Clerk of the City of Greeley, Colorado, and three (3) certified copies of this Ordinance and map of the area annexed shall be filed for recording with the Clerk and Recorder of Weld County, Colorado, within thirty (30) days after the effective date of this Ordinance. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and map of the property annexed with the Division of Local Government of the Colorado Department of Local Affairs pursuant to this section.

Section 4. The City Clerk of the City of Greeley shall promptly transmit to the Northern Colorado Water Conservancy District a certified copy of this Ordinance and shall cooperate with the District to annex the subject area into the District's Municipal Subdistrict pursuant to the provisions of Section 37-45-136 (3.6) of the Colorado Revised Statutes.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 26, 2025
CASE NO. ANX2024-0003

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS THE "WILLOW VISTA ANNEXATION NO. 3," LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64 AND EAST OF WELD COUNTY ROAD 35 COMPRISED OF 84.40 ACRES

AN AREA OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2SW1/4) OF SECTION TWENTY-FIVE (25) AND A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4) OF SECTION TWENTY-SIX (26) OF TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 25 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 25 A DISTANCE OF 1263.00 FEET TO THE SOUTH LINE OF WILLOW VISTA ANNEXATION NO. 1 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 57°29'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 35.99 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35 AND THE WEST LINE OF WILLOW VISTA ANNEXATION NO. 2;

THENCE ALONG THE WEST, SOUTH AND EAST LINES OF SAID WILLOW VISTA ANNEXATION NO. 2 BY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE SOUTH 01°01'18" EAST A DISTANCE OF 30.11 FEET;
THENCE SOUTH 89°59'15" EAST A DISTANCE OF 1249.00 FEET;
THENCE NORTH 00°25'45" WEST A DISTANCE OF 1316.73 FEET TO THE NORTH LINE OF THE E1/2SW1/4 OF SAID SECTION 25;
THENCE NORTH 89°48'54" EAST ALONG SAID NORTH LINE A DISTANCE OF 1292.55 FEET TO THE EAST LINE OF THE E1/2SW1/4 OF SAID SECTION 25;
THENCE SOUTH 00°09'33" WEST ALONG SAID EAST LINE A DISTANCE OF 2384.66 FEET TO THE NORTHERLY LINE OF NORTH POUDRE THIRD ANNEXATION RECORDED JUNE 1, 1982 AT RECEPTION NO. 1893288;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

THENCE NORTH 84°11'41" WEST A DISTANCE OF 140.20 FEET;
THENCE NORTH 83°41'51" WEST A DISTANCE OF 117.83 FEET;
THENCE NORTH 82°40'36" WEST A DISTANCE OF 53.88 FEET;
THENCE NORTH 81°34'50" WEST A DISTANCE OF 44.11 FEET;
THENCE NORTH 79°31'53" WEST A DISTANCE OF 99.29 FEET;
THENCE NORTH 76°43'57" WEST A DISTANCE OF 39.23 FEET;
THENCE NORTH 74°22'29" WEST A DISTANCE OF 40.06 FEET;
THENCE NORTH 72°18'17" WEST A DISTANCE OF 116.09 FEET;
THENCE NORTH 70°55'50" WEST A DISTANCE OF 226.98 FEET;
THENCE NORTH 70°54'29" WEST A DISTANCE OF 229.11 FEET TO THE EAST LINE OF LOT A, RE-4865
RECORDED JANUARY 14, 2009 AT RECEPTION NO. 3599465;

THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID LOT A. RE-4865 BY
THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE NORTH 01°07'12" EAST A DISTANCE OF 781.84 FEET;
THENCE SOUTH 89°29'42" WEST A DISTANCE OF 167.62 FEET;
THENCE SOUTH 01°09'18" EAST A DISTANCE OF 735.78 FEET TO THE NORTHERLY LINE OF SAID
NORTH POUDRE THIRD ANNEXATION;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE NORTH 75°15'33" WEST A DISTANCE OF 221.20 FEET;
THENCE NORTH 76°37'18" WEST A DISTANCE OF 1157.63 FEET TO THE WEST LINE OF THE SW1/4 OF
SAID SECTION 25;
THENCE NORTH 70°33'44" WEST A DISTANCE OF 32.03 FEET TO THE SOUTH LINE OF THAT AREA
OF LAND DESCRIBED IN RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 8, 2021 AT
RECEPTION NUMBER 4753766 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND NORTHERLY LINES OF SAID RIGHT-OF-WAY DEDICATION
BY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

THENCE NORTH 72°16'19" WEST A DISTANCE OF 666.69 FEET TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A
DISTANCE OF 202.00 FEET, SAID CURVE HAS A RADIUS OF 3436.95 FEET, A DELTA ANGLE OF
03°22'03", AND IS SUBTENDED BY A CHORD BEARING NORTH 74°01'46" WEST
A DISTANCE OF 201.97 FEET;

THENCE NORTH 75°30'21" WEST A DISTANCE OF 185.48 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A
DISTANCE OF 115.09 FEET, SAID CURVE HAS A RADIUS OF 1421.58 FEET, A DELTA ANGLE OF
04°38'18", AND IS SUBTENDED BY A CHORD BEARING NORTH 78°07'58" WEST A DISTANCE OF 115.06
FEET;

THENCE SOUTH 83°21'20" EAST A DISTANCE OF 369.32 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 141.63 FEET, SAID CURVE HAS A RADIUS OF 880.00 FEET, A DELTA ANGLE OF 09°13'17", AND IS SUBTENDED BY A CHORD BEARING SOUTH 87°57'59" EAST A DISTANCE OF 141.48 FEET;

THENCE NORTH 87°25'23" EAST A DISTANCE OF 279.38 FEET;
THENCE NORTH 88°57'02" EAST A DISTANCE OF 148.75 FEET;
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THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 143.51 FEET, SAID CURVE HAS A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 45°40'49", AND IS SUBTENDED BY A CHORD BEARING NORTH 66°06'37" EAST A DISTANCE OF 139.74 FEET TO A POINT OF COMPOUND CURVE (PCC);

THENCE ALONG THE ARC OF A COMPOUND CURVE CONCAVE TO THE WEST A DISTANCE OF 61.37 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 50°14'00", AND IS SUBTENDED BY A CHORD BEARING NORTH 18°09'12" EAST A DISTANCE OF 59.42 FEET;

THENCE NORTH 06°57'48" WEST A DISTANCE OF 70.73 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 27.87 FEET, SAID CURVE HAS A RADIUS OF 380.00 FEET, A DELTA ANGLE OF 04°12'09", AND IS SUBTENDED BY A CHORD BEARING NORTH 04°51'43" WEST A DISTANCE OF 27.87 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS TRACT 4 IN QUIT CLAIM DEED RECORDED DECEMBER 30, 1999 AT RECEPTION NO. 2741416 IN THE RECORDS OF WELD COUNTY AND TO THE SOUTH LINE OF WILLOW VISTA ANNEXATION NO. 1;

THENCE SOUTH 57°29'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 85.12 FEET TO THE **POINT OF BEGINNING.**

SAID AREA OF LAND CONTAINS 84.40 ACRES (+/-3,676,353 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

CITY OF GREELEY, COLORADO

RESOLUTION NO. 33, 2025

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE WITH STATE ANNEXATION LAWS FOR PROPERTY KNOWN AS “WILLOW VISTA ANNEXATION NO. 3,” LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64 AND EAST OF WELD COUNTY ROAD 35, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 84.40 ACRES.

WHEREAS, Union Colony Investors, LLC has submitted an annexation petition to the City of Greeley for annexation of property located generally South of Weld County Road 66 and North of Weld County Road 64 and East of Weld County Road 35, 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. § 31-12-107(1), 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. § 31-12-107(1).
2. The public hearing for consideration of the proposed annexation petition is hereby set for September 2, 2025, 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 15th day of July, 2025.

ATTEST:



THE CITY OF GREELEY, COLORADO

By: _____

City Clerk

By: _____

Mayor

PETITION FOR ANNEXATION

Willow Vista Annexation No. 3

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, "Willow Vista Annexation No. 3." 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) Mailing Address Date of Signing

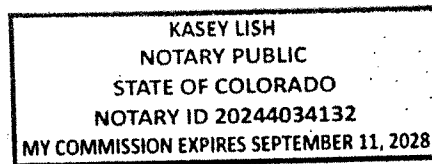
Union Colony Investors, LLC; By John M. Todd

John M. Todd 6/14/25
 Subscribed and sworn to before me this 4th day of June, 2025, by
Kasey Lish John M. Todd KL

Witness my hand and official seal.

My commission expires: 9/11/2028

Kasey Lish
 Notary Public



Land Owned

Property Description – WILLOW VISTA ANNEXATION NO. 3

AN AREA OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2SW1/4) OF SECTION TWENTY-FIVE (25) AND A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4) OF SECTION TWENTY-SIX (26) OF TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 25 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 25 A DISTANCE OF 1263.00 FEET TO THE SOUTH LINE OF WILLOW VISTA ANNEXATION NO. 1 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 57°29'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 35.99 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35 AND THE WEST LINE OF WILLOW VISTA ANNEXATION NO. 2;

THENCE ALONG THE WEST, SOUTH AND EAST LINES OF SAID WILLOW VISTA ANNEXATION NO. 2 BY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

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THENCE SOUTH 89°59'15" EAST A DISTANCE OF 1249.00 FEET;
THENCE NORTH 00°25'45" WEST A DISTANCE OF 1316.73 FEET TO THE NORTH LINE OF THE E1/2SW1/4 OF SAID SECTION 25;
THENCE NORTH 89°48'54" EAST ALONG SAID NORTH LINE A DISTANCE OF 1292.55 FEET TO THE EAST LINE OF THE E1/2SW1/4 OF SAID SECTION 25;
THENCE SOUTH 00°09'33" WEST ALONG SAID EAST LINE A DISTANCE OF 2384.66 FEET TO THE NORTHERLY LINE OF NORTH POUDRE THIRD ANNEXATION RECORDED JUNE 1, 1982 AT RECEPTION NO. 1893288;

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THENCE NORTH 76°37'18" WEST A DISTANCE OF 1157.63 FEET TO THE WEST LINE OF THE SW1/4 OF SAID SECTION 25;
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AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Kasey Lish being first duly sworn, states upon oath that he/she is the circulator of the petition to which this Affidavit is attached and knows of his/her own knowledge that the signature of each land owner appearing on said petition is the signature of the person whose name it purports it to be.


(Signature of Circulator)

The foregoing Affidavit was subscribed and sworn to before me this 4 day of June, 2025, by Kasey Lish.

Witness my hand and official seal.

My commission expires: 6/17/2027

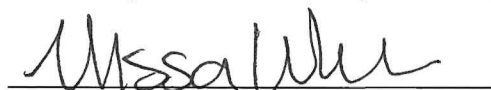

Notary Public



EXHIBIT A**PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 3**

AN AREA OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2SW1/4) OF SECTION TWENTY-FIVE (25) AND A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4) OF SECTION TWENTY-SIX (26) OF TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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THENCE NORTH 70°33'44" WEST A DISTANCE OF 32.03 FEET TO THE SOUTH LINE OF THAT AREA OF LAND DESCRIBED IN RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 8, 2021 AT RECEPTION NUMBER 4753766 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND NORTHERLY LINES OF SAID RIGHT-OF-WAY DEDICATION BY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

THENCE NORTH 72°16'19" WEST A DISTANCE OF 666.69 FEET TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 202.00 FEET, SAID CURVE HAS A RADIUS OF 3436.95 FEET, A DELTA ANGLE OF 03°22'03", AND IS SUBTENDED BY A CHORD BEARING NORTH 74°01'46" WEST A DISTANCE OF 201.97 FEET;

THENCE NORTH 75°30'21" WEST A DISTANCE OF 185.48 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 115.09 FEET, SAID CURVE HAS A RADIUS OF 1421.58 FEET, A DELTA ANGLE OF 04°38'18", AND IS SUBTENDED BY A CHORD BEARING NORTH 78°07'58" WEST A DISTANCE OF 115.06 FEET;

THENCE SOUTH 83°21'20" EAST A DISTANCE OF 369.32 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 141.63 FEET, SAID CURVE HAS A RADIUS OF 880.00 FEET, A DELTA ANGLE OF 09°13'17", AND IS SUBTENDED BY A CHORD BEARING SOUTH 87°57'59" EAST A DISTANCE OF 141.48 FEET;

THENCE NORTH 87°25'23" EAST A DISTANCE OF 279.38 FEET;
THENCE NORTH 88°57'02" EAST A DISTANCE OF 148.75 FEET;
THENCE NORTH 01°02'58" WEST A DISTANCE OF 10.00 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 143.51 FEET, SAID CURVE HAS A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 45°40'49", AND IS SUBTENDED BY A CHORD BEARING NORTH 66°06'37" EAST A DISTANCE OF 139.74 FEET TO A POINT OF COMPOUND CURVE (PCC);

THENCE ALONG THE ARC OF A COMPOUND CURVE CONCAVE TO THE WEST A DISTANCE OF 61.37 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 50°14'00", AND IS SUBTENDED BY A CHORD BEARING NORTH 18°09'12" EAST A DISTANCE OF 59.42 FEET;

THENCE NORTH 06°57'48" WEST A DISTANCE OF 70.73 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 27.87 FEET, SAID CURVE HAS A RADIUS OF 380.00 FEET, A DELTA ANGLE OF 04°12'09", AND IS SUBTENDED BY A CHORD BEARING NORTH 04°51'43" WEST A DISTANCE OF 27.87 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS TRACT 4 IN QUIT CLAIM DEED RECORDED DECEMBER 30, 1999 AT RECEPTION NO. 2741416 IN THE RECORDS OF WELD COUNTY AND TO THE SOUTH LINE OF WILLOW VISTA ANNEXATION NO. 1;

THENCE SOUTH 57°29'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 85.12 FEET TO THE **POINT OF BEGINNING.**

SAID AREA OF LAND CONTAINS 84.40 ACRES (+/-3,676,353 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

WILLOW VISTA ANNEXATION NO.3

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25 AND A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26 , TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

84.40 ACRES

PROJECT NUMBER: ANX2024-0003

PROPERTY DESCRIPTION – WILLOW VISTA ANNEXATION NO. 3:

AN AREA OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) AND THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2SW1/4) OF SECTION TWENTY-FIVE (25) AND A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4) OF SECTION TWENTY-SIX (26) OF TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 25 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 25 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 25 A DISTANCE OF 1263.00 FEET TO THE SOUTH LINE OF WILLOW VISTA ANNEXATION NO. 1 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 57°29'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 35.99 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 35 AND THE WEST LINE OF WILLOW VISTA ANNEXATION NO. 2;

THENCE ALONG THE WEST, SOUTH AND EAST LINES OF SAID WILLOW VISTA ANNEXATION NO. 2 BY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE SOUTH 01°01'18" EAST A DISTANCE OF 30.11 FEET;
THENCE SOUTH 89°59'15" EAST A DISTANCE OF 1249.00 FEET;
THENCE NORTH 00°25'45" WEST A DISTANCE OF 1316.73 FEET TO THE NORTH LINE OF THE E1/2SW1/4 OF SAID SECTION 25;
THENCE NORTH 89°48'54" EAST ALONG SAID NORTH LINE A DISTANCE OF 1292.55 FEET TO THE EAST LINE OF THE E1/2SW1/4 OF SAID SECTION 25;
THENCE SOUTH 00°09'33" WEST ALONG SAID EAST LINE A DISTANCE OF 2384.66 FEET TO THE NORTHERLY LINE OF NORTH POUDRE THIRD ANNEXATION RECORDED JUNE 1, 1982 AT RECEPTION NO. 1893288;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

THENCE NORTH 84°11'41" WEST A DISTANCE OF 140.20 FEET;
THENCE NORTH 83°41'51" WEST A DISTANCE OF 117.83 FEET;
THENCE NORTH 82°40'36" WEST A DISTANCE OF 53.88 FEET;
THENCE NORTH 81°34'50" WEST A DISTANCE OF 44.11 FEET;
THENCE NORTH 79°31'53" WEST A DISTANCE OF 99.29 FEET;
THENCE NORTH 76°43'57" WEST A DISTANCE OF 39.23 FEET;
THENCE NORTH 74°22'29" WEST A DISTANCE OF 40.06 FEET;
THENCE NORTH 72°18'17" WEST A DISTANCE OF 116.09 FEET;
THENCE NORTH 70°55'50" WEST A DISTANCE OF 226.98 FEET;
THENCE NORTH 70°54'29" WEST A DISTANCE OF 229.11 FEET TO THE EAST LINE OF LOT A, RE-4865 RECORDED JANUARY 14, 2009 AT RECEPTION NO. 3599465;

THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID LOT A, RE-4865 BY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE NORTH 01°07'12" EAST A DISTANCE OF 781.84 FEET;
THENCE SOUTH 89°29'42" WEST A DISTANCE OF 167.62 FEET;
THENCE SOUTH 01°09'18" EAST A DISTANCE OF 735.78 FEET TO THE NORTHERLY LINE OF SAID NORTH POUDRE THIRD ANNEXATION;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE NORTH 75°15'33" WEST A DISTANCE OF 221.20 FEET;
THENCE NORTH 76°37'18" WEST A DISTANCE OF 1157.63 FEET TO THE WEST LINE OF THE SW1/4 OF SAID SECTION 25;
THENCE NORTH 70°33'44" WEST A DISTANCE OF 32.03 FEET TO THE SOUTH LINE OF THAT AREA OF LAND DESCRIBED IN RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 8, 2021 AT RECEPTION NUMBER 4753766 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND NORTHERLY LINES OF SAID RIGHT-OF-WAY DEDICATION BY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

THENCE NORTH 72°16'19" WEST A DISTANCE OF 666.69 FEET TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 202.00 FEET, SAID CURVE HAS A RADIUS OF 3436.95 FEET, A DELTA ANGLE OF 03°22'03", AND IS SUBTENDED BY A CHORD BEARING NORTH 74°01'46" WEST A DISTANCE OF 201.97 FEET;

THENCE NORTH 75°30'21" WEST A DISTANCE OF 185.48 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 115.09 FEET, SAID CURVE HAS A RADIUS OF 1421.58 FEET, A DELTA ANGLE OF 04°38'18", AND IS SUBTENDED BY A CHORD BEARING NORTH 78°07'58" WEST A DISTANCE OF 115.06 FEET;

THENCE SOUTH 83°21'20" EAST A DISTANCE OF 369.32 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 141.63 FEET, SAID CURVE HAS A RADIUS OF 880.00 FEET, A DELTA ANGLE OF 09°13'17", AND IS SUBTENDED BY A CHORD BEARING SOUTH 87°57'59" EAST A DISTANCE OF 141.48 FEET;

THENCE NORTH 87°25'23" EAST A DISTANCE OF 279.38 FEET;
THENCE NORTH 88°57'02" EAST A DISTANCE OF 148.75 FEET;
THENCE NORTH 01°02'58" WEST A DISTANCE OF 10.00 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 143.51 FEET, SAID CURVE HAS A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 45°40'49", AND IS SUBTENDED BY A CHORD BEARING NORTH 66°06'37" EAST A DISTANCE OF 139.74 FEET TO A POINT OF COMPOUND CURVE (PCC);

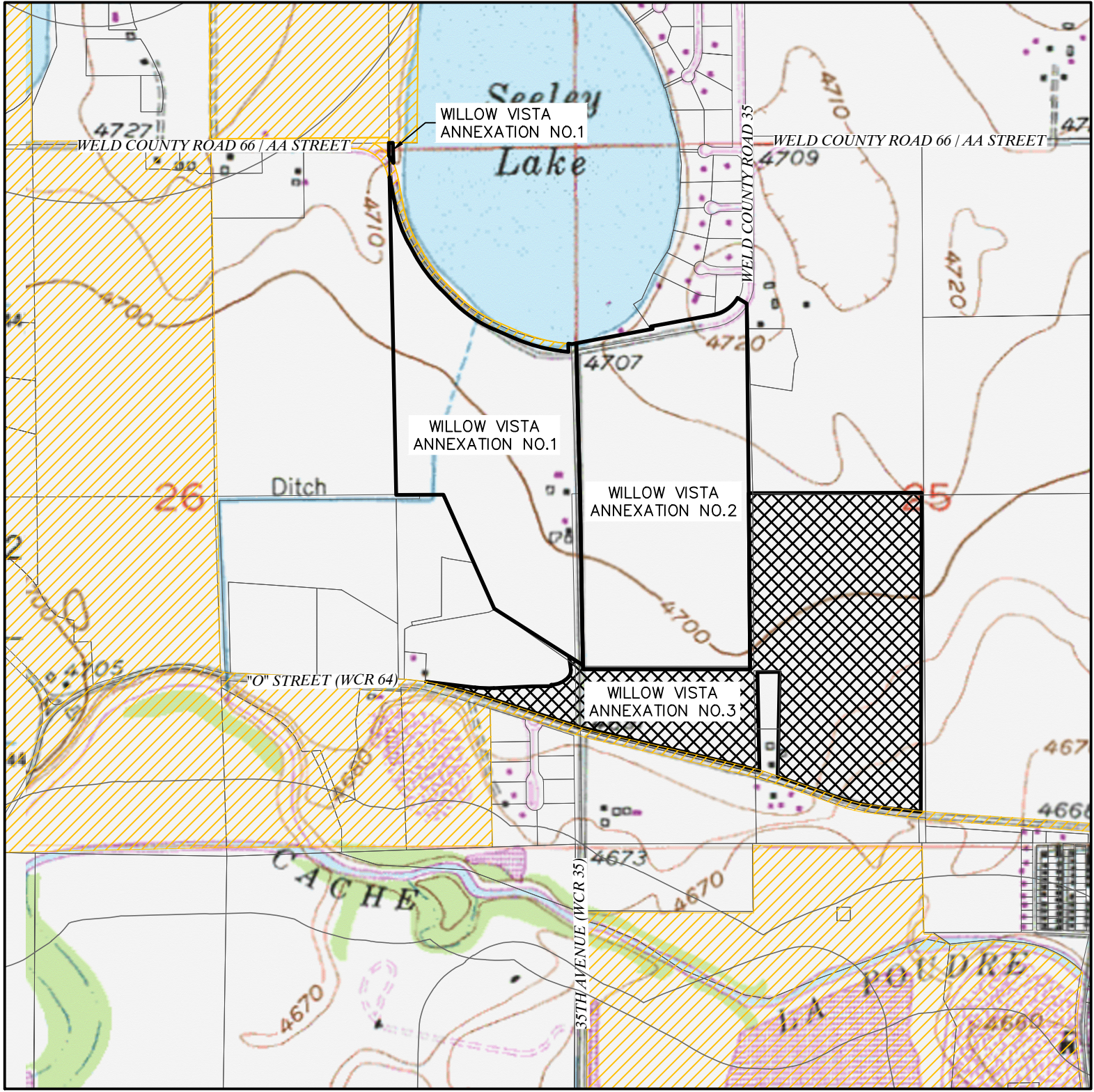
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THENCE NORTH 06°57'48" WEST A DISTANCE OF 70.73 FEET TO A PC;

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THENCE SOUTH 57°29'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 85.12 FEET TO THE **POINT OF BEGINNING**.

SAID AREA OF LAND CONTAINS 84.40 ACRES (+/-3,676.353 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.



VICINITY MAP
SCALE - 1"=1000'

VICINITY LEGEND



SURVEYOR'S NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON. (13-80-105 C.R.S.)

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, T.6., R.66W., AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING GREELEY TOWN LIMITS

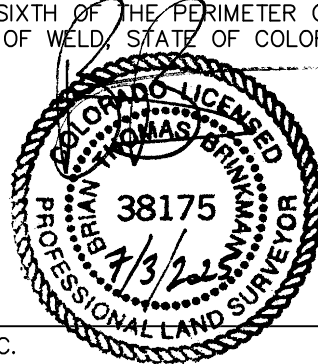
4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:

- EATON FIRE PROTECTION DISTRICT
- EATON RE-2 SCHOOL DISTRICT
- EATON AREA PARK AND RECREATION DISTRICT
- NORTH WELD COUNTY WATER DISTRICT
- WEST GREELEY CONSERVATION DISTRICT
- HIGH PLAINS LIBRARY DISTRICT

SURVEYOR'S STATEMENT

I, BRIAN T. BRINKMAN, 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 (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.



BRIAN T. BRINKMAN—ON BEHALF OF LAT40°, INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175

OWNER

BY: _____ AS: _____

NOTARIAL CERTIFICATE

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY: _____ AS: _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CERTIFICATE OF APPROVAL OF THE DEVELOPMENT REVIEW MANAGER

ACCEPTED BY: _____ DATE _____
DEVELOPMENT REVIEW MANAGER

CERTIFICATE OF APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTED BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTANCE

THIS ANNEXATION MAP WAS ACCEPTED BY THE CITY OF GREELEY, WELD COUNTY , COLORADO AND THE TERRITORY THEREIN DESIGNATED AND MADE A PART OF THE CITY OF GREELEY, AND INCLUDED WITHIN THE LIMITS AND JURISDICTION THEREON

THIS _____ DAY OF _____, 2025.

ATTEST: _____ MAYOR
CITY CLERK

ORDINANCE NO. _____

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED / NOT RECOMMENDED BY THE CITY OF GREELEY PLANNING COMMISSION, THIS _____ DAY

OF _____, 20____.

WILLOW VISTA ANNEXATION NO. 3	
CONTIGUOUS BOUNDARY (L.F.)	6403.77
TOTAL BOUNDARY PERIMETER (L.F.)	13018.85
PERCENTAGE OF CITY BOUNDARY CONTIGUITY	49%
1/6 OF PERIMETER (L.F.)	2169.81
ANNEXATION RATIO (1 to X)	2.03
TOTAL LAND AREA (Acres)	84.40



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY	SR 8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 12/18/2024
UPDATE TITLE COMMITMENT	SR 01/10/2025
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 04/14/2025
ADDRESS COMMENTS	SR 06/02/2025
ADDRESS COMMENTS	SR 06/30/2025

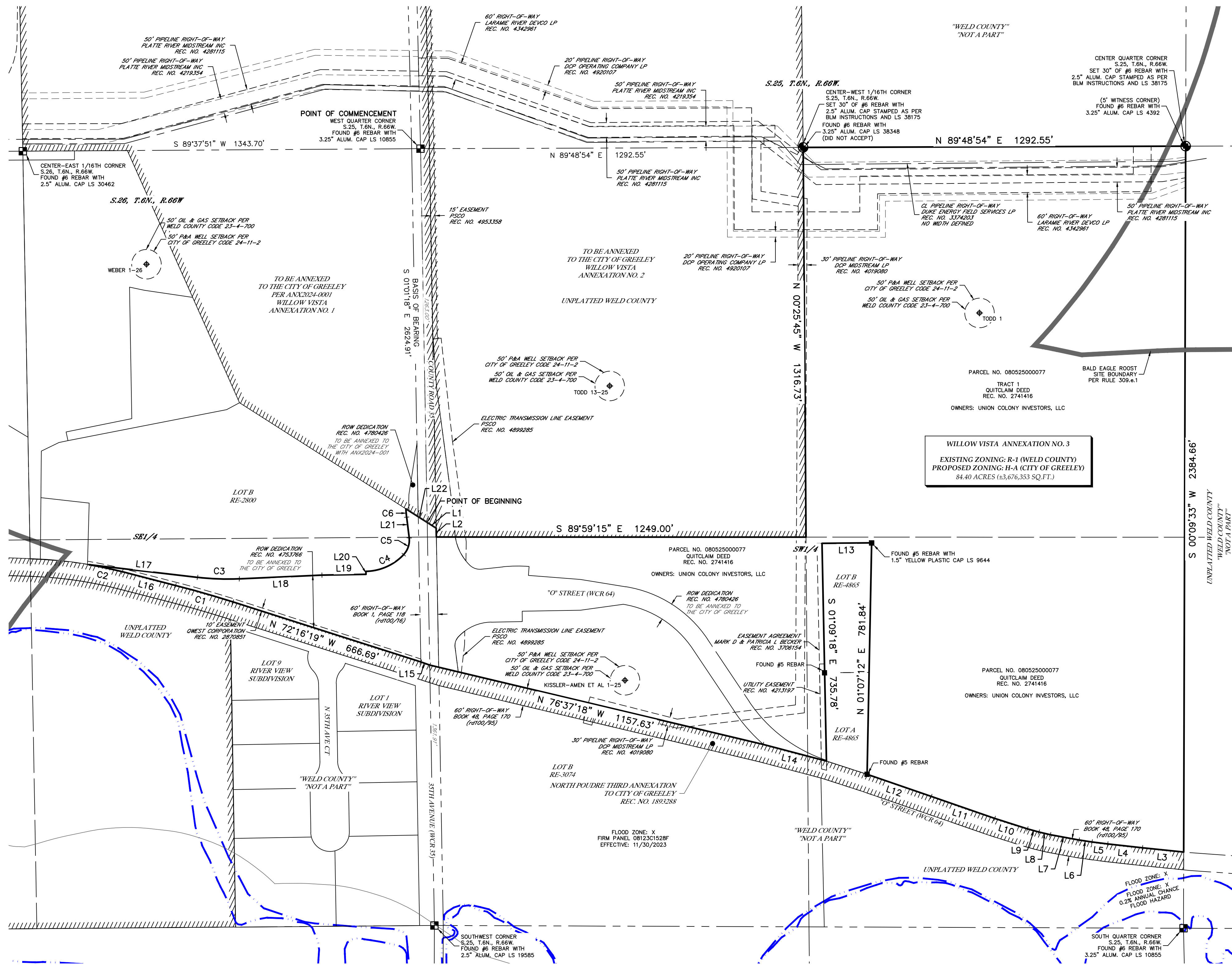
DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 1 OF 2

ANNEXATION MAP
WILLOW VISTA
S.25 & S.26, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE
EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25 AND A PART OF THE EAST
HALF OF THE SOUTHEAST QUARTER OF SECTION 26 , TOWNSHIP 6 NORTH, RANGE 66
WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

84.40 ACRES

PROJECT NUMBER: ANX2024-0003

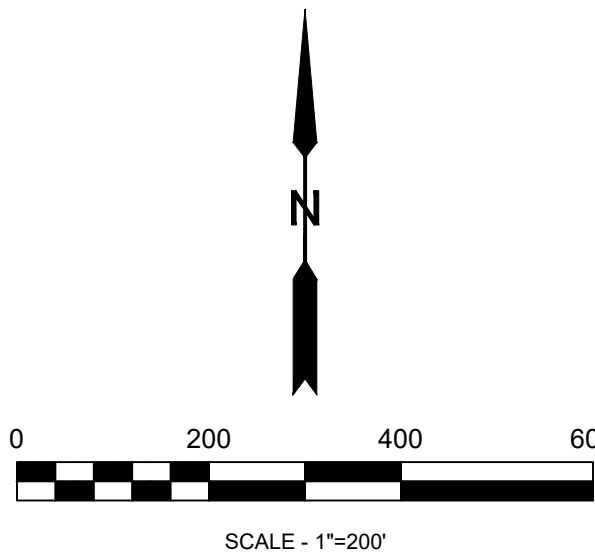


CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	202.00'	3436.95'	03°22'03"	N 74°01'46" W	201.97'
C2	115.09'	1421.58'	04°38'18"	N 78°07'58" W	115.06'
C3	141.63'	880.00'	09°13'17"	S 87°57'59" E	141.48'
C4	143.51'	180.00'	45°40'49"	N 66°06'37" E	139.74'
C5	61.37'	70.00'	50°14'00"	N 18°09'12" E	59.42'
C6	27.87'	380.00'	04°12'09"	N 04°51'43" W	27.87'

LINE TABLE		
LINE	BEARING	DISTANCE
S 57°29' E	35.99'	
L2	S 01°01'18" E	30.11'
L3	N 84°11'41" W	140.20'
L4	N 83°41'51" W	117.83'
L5	N 79°31'53" W	53.38'
L6	N 81°34'50" W	44.11'
L7	N 79°31'53" W	99.29'
L8	N 76°43'57" W	49.23'
L9	N 74°22'18" W	30.55'
L10	N 72°18'17" W	116.09'
L11	N 70°55'50" W	226.98'
L12	N 70°54'29" W	223.11'
L13	N 70°29'29" W	187.62'
L14	N 75°15'33" W	221.20'
L15	N 70°33'44" W	32.03'
L16	N 75°30'21" W	188.48'
L17	S 72°12'10" E	369.12'
L18	S 87°25'23" E	279.38'
L19	N 88°57'02" E	148.75'
L20	N 01°02'58" W	10.00'
L21	S 75°29'03" E	76.07'
L22	S 57°29'03" E	85.12'

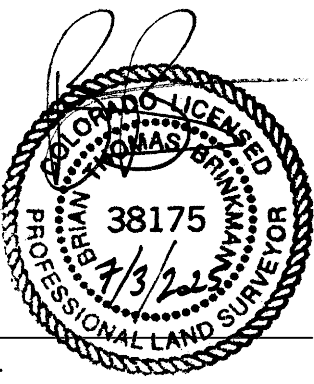
LEGEND

— — — — —	SECTION LINE		ALIQUOT MONUMENT AS DESCRIBED
— — — — —	SECTION LINE FRACTIONAL		FOUND MONUMENT AS DESCRIBED
— — — — —	BOUNDARY LINE		CALCULATED POSITION
— — — — —	ADJACENT PARCEL LINE		WELL HEAD
- - - - -	RIGHT-OF-WAY LINE		PLUGGED & ABANDONED WELL
- - - - -	EASEMENT LINE		
	FLOOD ZONE BOUNDARY		
	BALD EAGLE ROOST SITE		
	BOUNDARY (RULE 309.e.1)		
	CURRENT LIMITS OF THE CITY OF GREELEY		



SHEET SIZE: 24X36

BRIAN T. BRINKMAN—ON BEHALF OF LAT40[®], INC.
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 38175



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS		
DESCRIPTION:		DATE:
UPDATE BOUNDARY	SR	8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR	12/18/2024
UPDATE TITLE COMMITMENT	SR	01/10/2025
ADDRESS COMMENTS & UPDATE BOUNDARY	SR	04/14/2025
ADDRESS COMMENTS	SR	06/02/2025
ADDRESS COMMENTS	SR	06/30/2025

ANNEXATION MAP

WILLOW VISTA
S.25 & S.26, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 2 OF 2

Vicinity & Zoning Map - Willow Vista Annexation and Zoning
ANX2024-0001, ANX2024-0002, ANX2024-0003
ZON2024-0006



Legend

- Greeley Parcels
- Conservation District (C-D)
- Holding Agriculture (H-A)
- Industrial Medium Intensity (I-M)
- Planned Unit Development (PUD)
- Residential Estate (R-E)
- Residential High Density (R-H)



WILLOW VISTA ANNEXATION NO.3

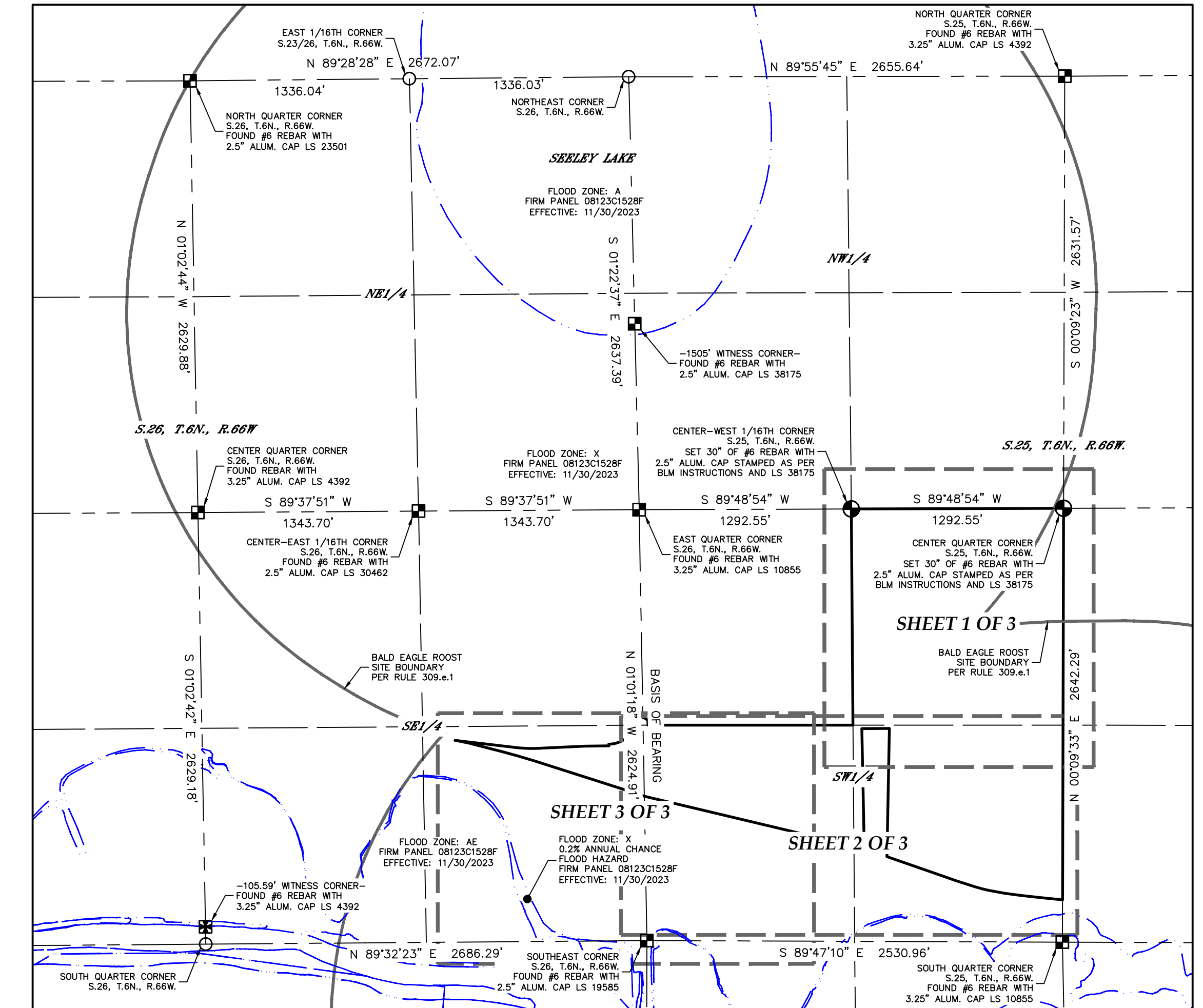
SITE ANALYSIS MAP

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND
PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25 AND
A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26 ,
TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD,

STATE OF COLORADO

84.40 ACRES

PROJECT NUMBER: ANX2024-0003



OVERALL BOUNDARY MAP
SCALE - 1"=800'

SURVEYOR'S NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON. (13-80-105 C.R.S.)
2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION
ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, T.6., R.66W., AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.
THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."
3. THIS ANNEXATION MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY LAT40°, INC. IT IS INTENDED TO DEPICT THE DESCRIBED PARCELS AND THEIR RELATIONSHIP WITH THE EXISTING GREELEY TOWN LIMITS
4. THE AREA OF ANNEXATION IS WITHIN THE FOLLOWING SPECIAL DISTRICTS:
EATON FIRE PROTECTION DISTRICT
EATON RE-2 SCHOOL DISTRICT
EATON AREA PARK AND RECREATION DISTRICT
NORTH WELD COUNTY WATER DISTRICT
WEST GREELEY CONSERVATION DISTRICT
HIGH PLAINS LIBRARY DISTRICT



SHEET SIZE: 24X36



LAT40°, Inc.
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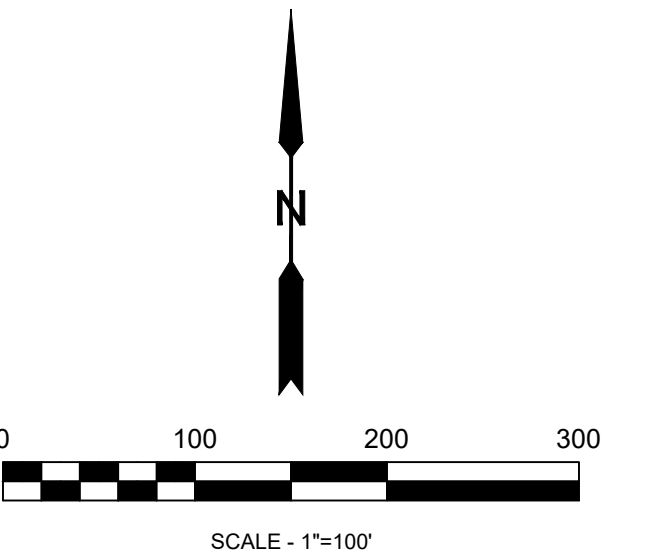
REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY	SR 8/22/2024
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UPDATE TITLE COMMITMENT	SR 01/10/2025
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 04/14/2025
ADDRESS COMMENTS	SR 06/02/2025

DRAWN BY: SR
CHECKED BY: BTB

SITE ANALYSIS MAP
WILLOW VISTA
S.25, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

SCALE: AS SHOWN
DATE: 6/26/2024
PROJECT #: 2024160
SHEET: 1 OF 3

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25 AND A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26 , TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
84.40 ACRES
PROJECT NUMBER: ANX2024-0003



REVISIONS		
DESCRIPTION:		DATE:
UPDATE BOUNDARY	SR	8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR	12/18/2024
UPDATE TITLE COMMITMENT	SR	01/10/2025
ADDRESS COMMENTS & UPDATE BOUNDARY	SR	04/14/2025
ADDRESS COMMENTS	SR	06/02/2025

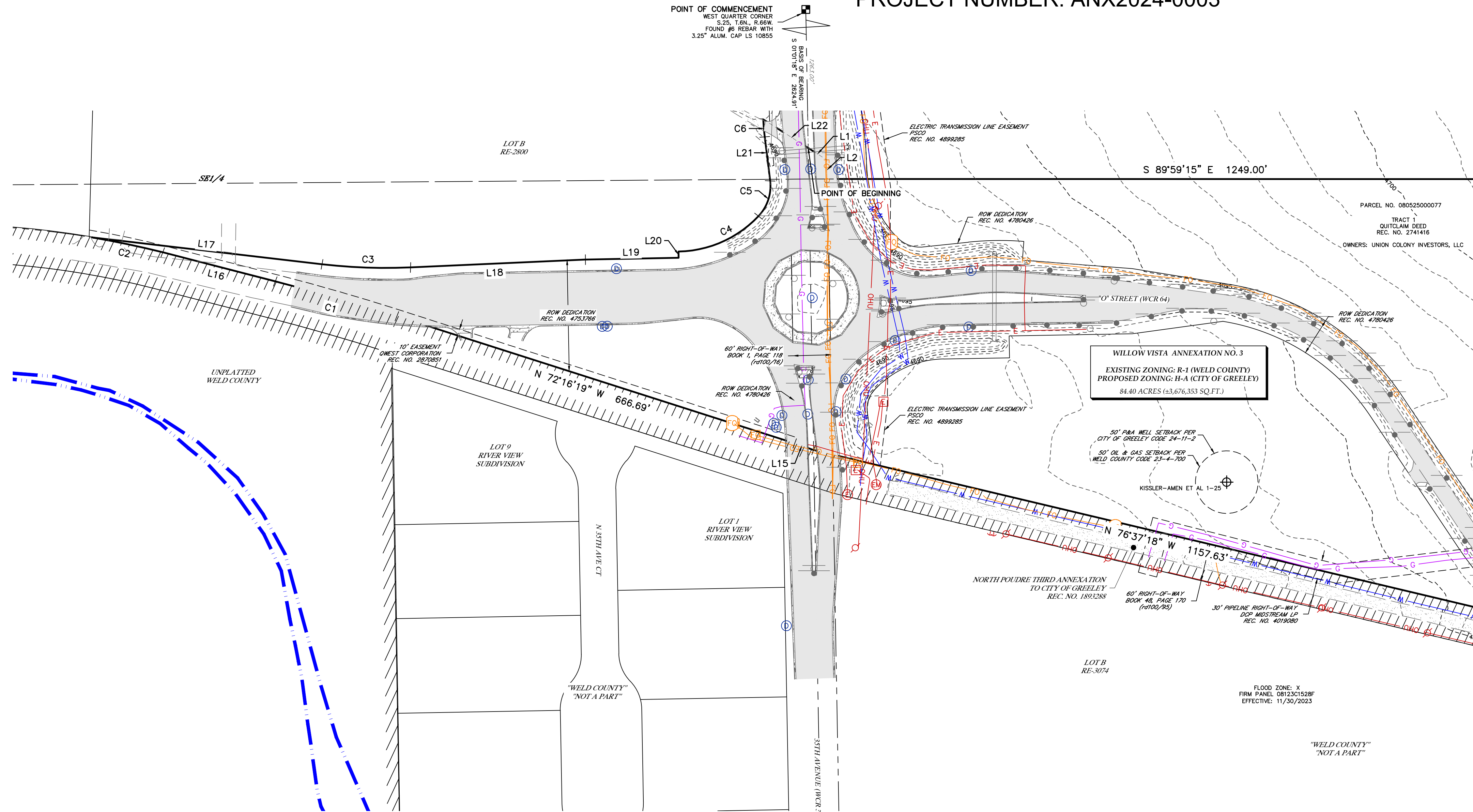
DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 2 OF 3

WILLOW VISTA ANNEXATION NO.3

SITE ANALYSIS MAP

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25 AND A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26 , TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

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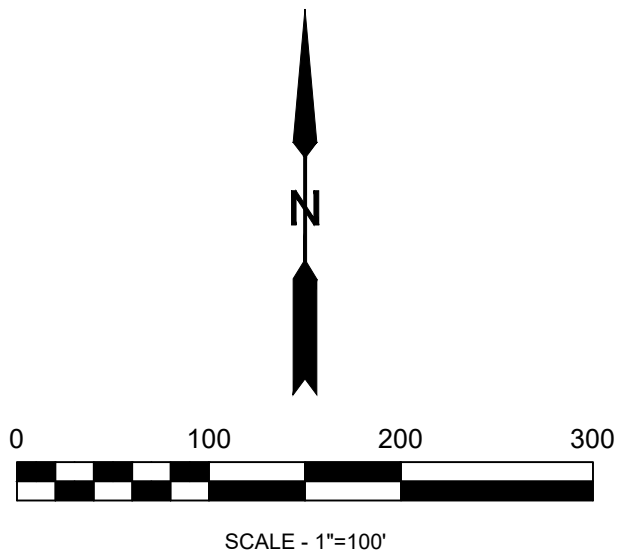


LEGEND

SECTION LINE	ALLOT MONUMENT AS DESCRIBED
SECTION LINE FRACTIONAL	FOUND MONUMENT AS DESCRIBED
ANNEXATION BOUNDARY LINE	CALCULATED POSITION
ADJACENT PARCEL LINE	CONTROL POINT
RIGHT-OF-WAY LINE	CLEAN OUT
EASEMENT LINE	STORM DRAIN MANHOLE
EXISTING CONTOUR	WATER VALVE
EXISTING CONTOUR INDEX	SPIGOT
WATER LINE	WATER WELL
GAS LINE	IRRIGATION VALVE
TELEPHONE LINE	IRRIGATION MANHOLE
UNDERGROUND ELECTRIC	TELEPHONE PEDESTAL
OVERHEAD UTILITY	TELEPHONE MANHOLE
FIBER OPTIC LINE	TELEPHONE MARKER
FENCE	FIBER OPTIC PEDESTAL
FLOWLINE	FIBER OPTIC MARKER
FLOOD ZONE BOUNDARY	FIBER OPTIC VAULT
BALD EAGLE ROOST SITE BOUNDARY (RULE 309.e.1)	ELECTRIC PEDESTAL
CURRENT LIMITS OF THE CITY OF GREELEY	ELECTRIC METER
CONCRETE	ELECTRIC MANHOLE
ASPHALT	ELECTRIC SERVICE
GRAVEL	POWER POLE
BUILDING	GUY WIRE
WALL	LIGHT POLE
BRIDGE	PROPANE TANK
WETLANDS LAKE (USFWS GIS)	WELL HEAD
WETLANDS RIVERINE (USFWS GIS)	PLUGGED & ABANDONED WELL
	STEEL POST
	BOLLARD
	GATE
	SIGN
	REFLECTOR POST
	CONIFEROUS TREE
	DECIDUOUS TREE
	TREE CLUSTER

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	202.00	3436.95	03°22'03"	N 74°01'46" W	201.87
C2	115.00	1421.58	04°58'18"	N 78°07'58" W	115.00
C3	141.63	880.00	09°13'17"	S 87°57'59" E	141.48
C4	143.51	180.00	45°40'49"	N 66°06'37" E	139.74
C5	61.37	70.00	50°14'00"	N 18°09'12" E	58.42
C6	27.87	380.00	04°12'09"	N 04°51'43" W	27.87

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 57°29'03" E	35.99
L2	S 01°01'18" E	30.11
L3	N 84°11'41" W	140.20
L4	N 63°41'51" W	117.53
L5	N 82°40'36" W	53.88
L6	N 81°34'50" W	44.11
L7	N 79°51'53" W	99.29
L8	N 76°43'57" W	39.23
L9	N 74°22'29" W	40.06
L10	N 72°18'17" W	116.09
L11	N 70°55'50" W	226.98
L12	N 70°54'29" W	229.11
L13	S 89°29'42" W	167.62
L14	N 75°15'33" W	221.20
L15	N 70°33'44" W	32.03
L16	N 75°30'21" W	185.48
L17	S 83°21'20" E	369.32
L18	N 87°28'23" E	279.38
L19	N 88°57'02" E	148.75
L20	N 01°02'58" W	10.00
L21	N 06°57'48" W	70.73
L22	S 57°29'03" E	85.12



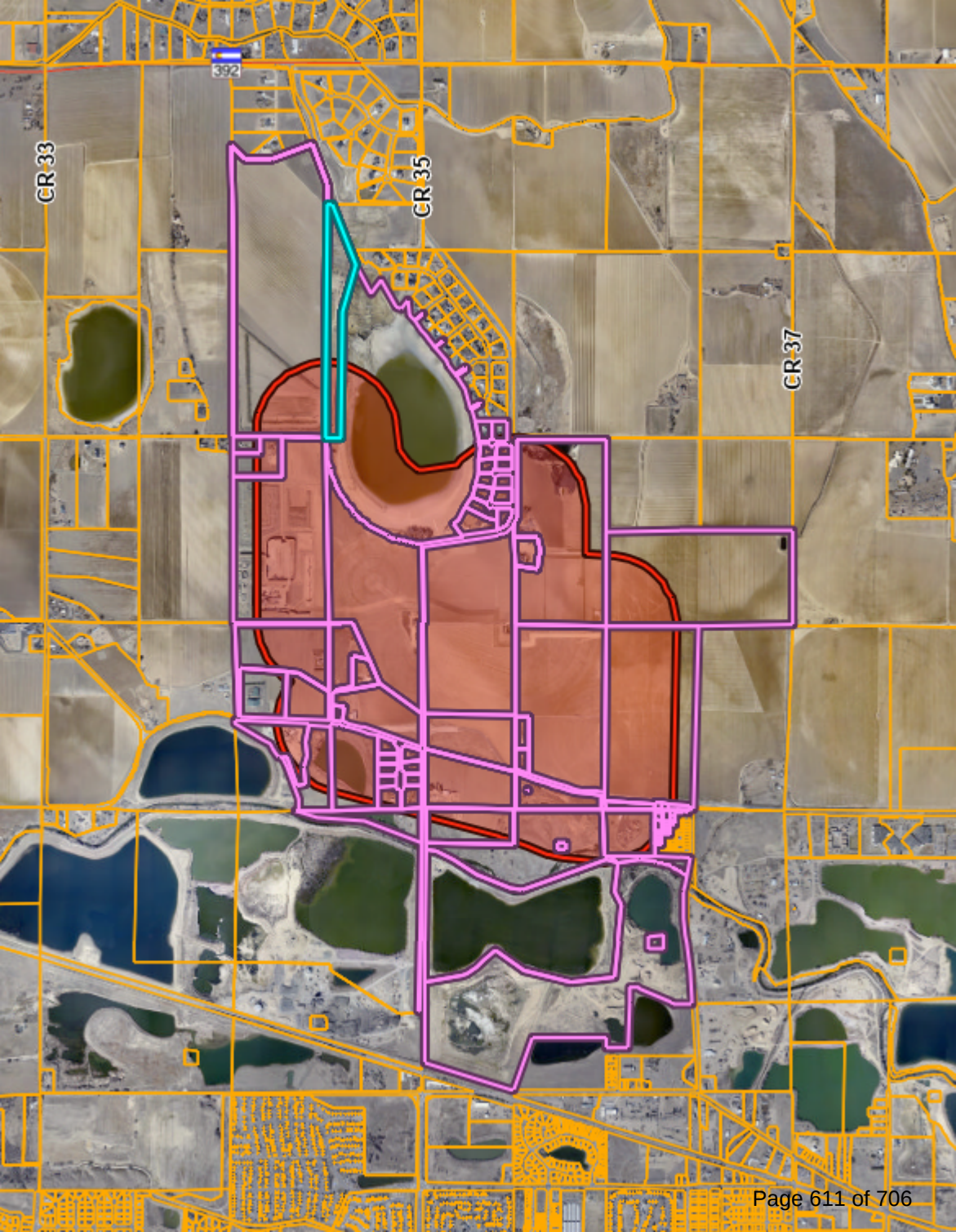
LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
UPDATE BOUNDARY	SR 8/22/2024
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 12/18/2024
UPDATE TITLE COMMITMENT	SR 01/10/2025
ADDRESS COMMENTS & UPDATE BOUNDARY	SR 04/14/2025
ADDRESS COMMENTS	SR 06/02/2025

DRAWN BY: SR	SCALE: AS SHOWN	DATE: 6/26/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 3 OF 3

SITE ANALYSIS MAP
WILLOW VISTA
S.25 & S.26, T.6N., R.66W.
2201 N. 35TH AVE
BAESSLER DEVELOPMENT, LLC

SHEET SIZE: 24X36



CR 33

CR 35

CR 37

Project Narrative | Willow Vista

Pre-Application

December 18, 2024

How this project meets the review criteria found in Sec 24-204 – Rezoning

- 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.**

Imagine Greeley the City's Comprehensive Plan was adopted on 2/6/18. In that plan it lays out the framework for the community's shared vision for the future. Imagine Greeley lists out goals and objectives that are reflective of the core values shared by the community. The proposed project not only adheres to these goals but also furthers the visions set forth in the plan. Please see analysis below.

Land Use Guidance Map

Analysis: The area of the proposed project sits comfortably and entirely inside the Long Range Expected Growth Area (LREGA) as identified in the Comprehensive Plan. The project site currently borders current municipal boundaries at its location just north of the 35th Ave and the O Street intersection. Additionally, as depicted in the Land Use Guidance Map, a planned transit (multimodal) corridor also borders the southern edge of the proposed project which would further support growth and potential economic development in the area when fully built out.

Land Available for Future Growth

Analysis: As depicted in the Land Available For Future Growth Map in the Imagine Greeley Comprehensive Plan the proposed project area is identified as "Land Suitable for Future Development" and has been contemplated and designated to be developed within the City of Greeley.

Imagine Greeley Identified Goal: Growth & City Form

Analysis: Imagine Greeley identifies that growth is expected in the area of the proposed project. Imagine Greeley states that there is a, "growing support in the community to accommodate future growth with higher-density, mixed use" development. As proposed the project is a mixed-used development with a variety of housing types promoting a higher density.



Objective GC 1.4 further encourages growth north of the Cache La Poudre River stating that growth in this area is desirable and efforts to pursue this are encouraged. The proposed project aligns directly with this goal as it is located north of the Cache La Poudre River.

Objective GC 2.1 also states to maintain compliance with the Land Use Guidance Map, as stated above the proposed project aligns with and further enhances this goal as set by the plan.

Objective GC 2.4 supports mixed-use developments that integrate a variety of housing, commercial, employment, and recreational uses. As proposed this project will feature a variety of housing types, potential commercial areas, as well as recreational uses throughout to create a micro-community located within the larger community.

Objective GC 6.1-3 is to foster the development of “Complete Neighborhoods” that prioritize connectivity and character. The project as proposed will feature mixed-use development that incorporates multimodal connectivity with the extension of planned corridors and roadway networks as depicted in the City of Greeley Master Street Plan. Mixed-uses that allow people to live, work, and play in their own neighborhood.

Imagine Greeley Identified Goal: Housing

Analysis: Imagine Greeley confirms that the City has continued to champion its original settlers as a community that actively works to improve housing access for all people while supporting housing diversity.

Objective HO 2.1 sets the vision to encourage a variety of housing types to ensure that the City has neighborhoods that attract all residents. The project as proposed will feature multiple housing types, sizes, styles, and price-points to attract a wide variety of residents and create a stronger community.

Imagine Greeley Identified Goal: Infrastructure

Analysis: Imagine Greeley outlines the importance of infrastructure as the City continues to grow, this includes public facilities, parks, and transportation. As proposed, this project will help to extend and create new roads as identified in the Master Street Plan Map. This project will design and construct additional water, sanitary, storm water, and parks facilities.



Imagine Greeley Identified Goal: Parks & Recreation

Analysis: Imagine Greeley identifies the goal to expand parks and recreation services and facilities. The project as proposed is over 200 acres of land that will feature additional green spaces, common areas, parks, and trail systems while connecting to established networks while championing native landscape plantings that prioritize water conservation as identified in the Comprehensive Plan.

2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.

Along with the annexation application, the applicant is looking to place the properties within the HA- Holding Agriculture District. Per Section 24-401 of the Greeley Development Code the purpose and intent for the H-A district as follows:

Sec. 24-401 Table 24-4-1.

H-A — Holding-Agriculture. The H-A district is intended for **properties which have been annexed to the city** and are either **being used for agricultural purposes** or have little or no immediate development potential. Due to the development patterns and inefficiency of providing city services, this area receives only limited infrastructure investment and is therefore 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 annexation includes a total of 3 parcels that encompass just over 218 acres. Aligning with the Greeley Development code the intention is, upon annexation to initially zone the properties as H-A Holding Agriculture, which allows for additional coordinated planning with the City of Greeley and its stakeholders for infrastructure, land uses, and design. This approach is specifically taken to allow for the project team along with the City of Greeley to ensure that these parcels are developed, designed, and delivered with consideration to its relationship with surrounding areas and City guiding documents.



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.

The collective of properties that make up this annexation and associated rezone are generally located just north of the 35th Ave and the O Street intersection, an area that is depicted and envisioned to have development per Imagine Greeley the City's Comprehensive Plan as outlined above in Section 1. This area which is wholly placed inside of the Long Range Expected Growth Area (LREGA) for the City of Greeley is changing, these changes encourage the development of the area.

Recent infrastructure improvements to the intersection stated above, paired with annexations (Seeley Lake Annexation No. 1 -5) in 2023 border the proposed site. As infrastructure improvements to the area, and annexed land to the west and north of the subject site come into the City of Greeley, it hints that these changes to the area provide reason enough that it is in the best interest of the public to rezone and develop the subject property. This will eliminate any potential gaps in roadway, pedestrian, and infrastructure networks and allow the visions and goals of the guiding City documents to be realized. Additionally, market demand indicates a desire for development in this area of additional housing, amenities, and commercial north of the Cache La Poudre River, all making this an ideal location for a new community in the City of Greeley.

4. Whether the existing zoning been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.

These properties are currently undeveloped; however the properties have been active as agricultural land in unincorporated Weld County. During this time, lands around the subject site have been annexed and developed in the City of Greeley, or developed in unincorporated Weld County. These changes mark trends in the area that not only align with the City's vision but suggest that these subject properties are ready to develop as well. In every case land that is annexed and developed, is zoned to a zoning district aligned with its development goals and vision. The suggested zoning of H-A Holding Agriculture is aligned and appropriate with the trends in the vicinity as it will allow for a more coordinated planning effort for infrastructure, land uses,



and design with the City of Greeley and its stakeholders.

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.

As stated above the intention is upon annexation to initially zone the properties as H-A Holding Agriculture to allow for additional coordinated planning with the City of Greeley and its stakeholders for infrastructure, land uses, and design. This approach is specifically taken to allow for the project team along with the City of Greeley to ensure that these parcels are developed, designed, and delivered while considering the relationship to surrounding areas and City guiding documents. This includes but is not limited to the design of streets, civic and open spaces as applicable, the pattern, scale, and transitions. This method will not just enable but ensure development to occur in character with existing and other anticipated development.

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.

The project team will continue to coordinate with the City of Greeley and its stakeholders to ensure that the project is designed, developed, and delivered with adequate services and facilities necessary to for anticipated uses. The project team has had preliminary conversations with applicable departments and stakeholders and to our knowledge adequate facilities can be provided. Our team will continue to work with and coordinate with stakeholders during the development process.

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.

As the properties currently sit inside unincorporated Weld County, the first step would be to annex into the City of Greeley. The methodology of initially zoning to H-A Holding Agriculture will allow for additional coordination



paving the way for proposed future zonings to be more appropriate than the properties current zoning, which is Agriculture in Unincorporated Weld County.

The development of these parcels will serve a community need. At Home in Greeley: Housing Needs Assessment is clear. The City of Greeley needs housing. The Assessment determined that the City needs an additional 19,400 housing units by 2042 on top of already approved units. The annexation and initial zoning of the property allows for a mixed-use development that will include residential, commercial, and recreational uses. Residential uses are contemplated to feature a variety of housing types. This not only envisions the goals set forth in Imagine Greeley the City's Comprehensive Plan, it also fills a market need for additional housing of different types, sizes, and price points. The Housing Needs Assessment also identifies that the City of Greeley, "needs all types of housing at all price points..." As the City of Greeley continues to attract residents and grow the need for housing increases with it, the proposed project fills this community need.

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.

The project team does not currently anticipate any negative impacts on the area or adjacent properties. Through the development process, if any impacts are identified the project team is committed to mitigating said impacts as applicable.

9. The recommendations of professional staff or advisory review bodies.

The project will continue to work with all applicable review bodies through the development process.

The applicant's vision and understanding of the market for the proposed project.

As the City of Greeley continues to grow and create a unique, united, and vibrant community where people want to live, work, learn, grow, and play, a desire for additional housing has been identified. As proposed this development will feature a mixed-use development that will include residential, commercial, and recreational uses. Residential uses are contemplated to feature a variety of housing types. This not only envisions the



goals set forth in Imagine Greeley the City's Comprehensive Plan, but also fills a market need for additional housing of different types, sizes, and price points. As the City of Greeley continues to attract residents a market need for new "Complete Neighborhoods" that incorporate mixed-uses and housing diversity is created. This project helps to fill that market need and desire as it works to further the goals to promote a healthy and diverse economy and quality of life for all residents.

The proposed uses, general site layout, and conceptual or anticipated design of buildings, including how the project relates to surrounding sites and public spaces.

Included with this pre-application submittal is a bubble diagram that shows anticipated planning areas that feature a variety of housing, commercial, and recreational uses. The bubble diagram also outlines the expansion of the larger roadway network as set forth in the Master Street Plan Map within the annexed area. With over 200 acres of annexed land and seven planning areas, the following uses that align with established zoning districts are proposed.

- R-L — Residential Low Density
- R-M — Residential Medium Density
- R-H — Residential High Density
- C-L — Commercial Low Intensity
- C-H — Commercial High Intensity
- MU-L — Mixed Use Low Intensity
- MU-H — Mixed Use High Intensity

How the project will fit in and contribute to the area and further the intent of the existing or proposed zoning district.

As proposed this project will look to annex over 200 acres of land within the identified Long Range Expected Growth Area and utilize a planned unit development (PUD) to establish land uses and zoning that contributes to and furthers the intent, vision, and goals set forth in the City's Comprehensive Plan and Development Code. As a mixed-use development the project looks to foster growth within the framework of the City's long range planning documents. Creating a vibrant, pedestrian friendly, unique, and community-based development.

Planning and infrastructure impacts, including timing, phasing, or the need for any technical studies or outside agency coordination and review.

The applicant will continue to work with City staff and stakeholders to ensure that any questions or coordination regarding timing, phasing, or the need for any technical studies are provided as necessary and applicable as the project continues to develop.



Development review processes and review criteria, and in particular whether any special public information and outreach or specific agency or department reviews are necessary.

The applicant is committed to partnering with City staff and stakeholders to ensure that any necessary and/or applicable outreach, reviews, or coordination is taken care of and completed.

Opportunities to improve designs or coordinate the preliminary concepts with other private or public investments in the area.

As this project develops the applicant is open to opportunities not only to improve designs but also coordinate with City staff and stakeholders in the area to develop an attractive rewarding place in which residents want to live, work, learn, grow and play.



Aaron & Amy Pagel - Pagel Farms LLC

2730 West O Street

Greeley, CO 80631

aaronpagel@hotmail.com

(970) 652-9164

07/15/2025

Planning Commission

1001 11th Avenue

Greeley, CO 8063

Subject: Opposition to Proposed Land Use Change – Willow Vista Annexation No. 1, No. 2, and No. 3 and Willow Vista Establishment of Zoning

Dear Members of the Planning Commission,

I am writing to formally express my strong opposition to the proposed land use change and annexation of 222 acres into the City of Greeley currently under review for Baessler Homes/Meissa Wheeler.

As a resident of this rural community, I am deeply concerned about the far-reaching and irreversible impacts this proposal would have on our quality of life, safety, and traditional land uses. This development threatens to significantly alter the character of the area in the following ways:

1. Increased Traffic Congestion

This area is not designed to handle high volumes of traffic. The proposed development will bring in significantly more vehicles, increasing the risk of accidents and reducing the overall safety and livability of our rural roads. It will also degrade the peaceful and quiet environment that current residents deeply value.

2. Loss of Traditional Land Uses (Hunting and Shooting)

Many residents, myself included, value the ability to safely hunt and engage in responsible shooting on private land. The increased population density and development would place serious restrictions on these lawful, longstanding practices that are an integral part of our rural heritage and lifestyle.

3. Reduction in Productive Farmland

This project would remove a significant amount of land from agricultural use. As the region continues to lose farmland to development, we risk undermining local food systems and eroding our farming traditions. Once the land is developed, it cannot be restored to its original agricultural use.

4. Anticipated Noise Complaints and Legal Conflicts

With an influx of new residents unfamiliar with rural life, we expect to see a rise in complaints about common and accepted rural sounds—such as livestock, tractors, and legal gunfire. This not only puts pressure on existing residents but also risks imposing unfair legal burdens on those simply going about daily life in accordance with rural norms.

5. Destruction of Rural Lifestyle

One of the primary reasons people choose to live outside city limits is for the quiet, self-reliant, and spacious lifestyle. This proposed development threatens to turn our rural area into a suburban extension of the city, with all the accompanying noise, restrictions, and density that residents moved here to avoid.

6. Decreased Property Values

The introduction of high-density housing or incompatible land uses can lower the property values of existing homes. Increased traffic, loss of rural views, noise concerns, and uncertainty about future development often make nearby properties less attractive to buyers who seek a quiet, country lifestyle.

I urge the Planning Commission to consider the long-term consequences of this proposal. Approving this land use change would irreparably alter the character of our community and undermine the values that define rural living.

Thank you for your time and thoughtful consideration. I respectfully request that you reject the proposed land use change.

Sincerely,

Aaron & Amy Pagel – Pagel Farms LLC

2730 West O Street

Greeley, CO 80631

PLANNING COMMISSION SUMMARY

ITEM: Willow Vista No. 1, No. 2, and No.3 Annexations

PROJECT: Willow Vista No. 1, No. 2, and No.3 Annexations

FILE NO: ANX2024-0001, ANX2024-0002, and ANX2024-0003

LOCATION: Bounded by AA Street to the north, heading south along Couty Road 35 to O Street at the south boundary.

APPLICANT: Baessler Homes, Melissa Wheeler

CASE PLANNER: Katelyn Puga, Planner III

PLANNING COMMISSION HEARING DATE: July 22, 2025

PLANNING COMMISSION FUNCTION: To review the proposed annexations for compliance with Section 24-214 of the Greeley Development Code and make a recommendation to the City Council.

EXECUTIVE SUMMARY

Baessler Homes petitions to annex a total of 222.4 acres of land to the City of Greeley in a series of three separate annexation requests (ANX2024-0001, ANX2024-0002, and ANX2024-0003). Bounded by AA Street to the north, heading south along Weld County Road 35 to O Street at the south boundary(Section J – Attachments).

A. REQUEST

Baessler Homes is requesting approval to annex a total of 222.4 acres of land owned by Union Colony Investors LLC, known as the Willow Vista No. 1, No. 2, and No. 3 Annexations. The annexation includes a total of four parcels. The annexation also includes the right-of-way for Weld County Road 35 (CR 35), which bisects the annexation; and includes the right-of-way for the round-a-bout and detention pond at O Street and CR 35.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

1. **ANX2024-0001:** 63.29 acres located south of AA Street, west of County Road 35, and north of O Street.
2. **ANX2024-0002:** 74.71 acres located south of AA Street, east of County Road 35, and approximately 40 feet north of O Street.
3. **ANX2024-0003:** 84.40 acres Located just north of O street, east of County Road 35, and approximately 115 feet south of AA Street.

Current Zoning: AG (Agricultural – County); R-1 (Residential – County)

Proposed Zoning: ANX2024-0001 – 63.29 acres: Holding Agriculture (HA)
 ANX2024-0002 – 74.71 acres: Holding Agriculture (HA)
 ANX2024-0003 – 84.40 acres: Holding Agriculture (HA)

Abutting Zoning: North (AA Street): H-A (Holding Agriculture – City)
 North (east of CR 35): R-1 (County)
 South: PUD (Planned Unit Development - City)
 East: AG (Agriculture - County)
 West: AG (County); R-1 (County)

See Figure 1 for details.

Site Conditions: The site is currently undeveloped and used for agricultural purposes. County Road 35 runs through the center of the annexation area, while AA Street forms the northern boundary. The southern edge is bordered by an existing detention pond and the roundabout at O Street and County Road 35. There are five plugged and abandoned oil and gas wells located throughout the annexation area.

Contiguity:

Annexation Application	Required Contiguity	Provided Contiguity
ANX2024-0001	16%	23%
ANX2024-0002	16%	31%
ANX2024-0003	16%	49%

Abutting Land Uses: North: Residential Estate and Agriculture
 South: Residential, Agriculture, and Open Space/Natural Areas.
 East: Agriculture
 West: Agriculture/Residential Estate; Oil and gas operations



Figure 1: Zoning & Vicinity Map

D. BACKGROUND

The property owner has petitioned the City to annex a total of 222.4 acres of unincorporated property, including the right of way of Weld County Road 35 and AA Street. The annexations consist of four parcels, Parcel No. 080526000035, Parcel No. 080525000076, Parcel No. 080525000077, and a portion of right-of-way located on Parcel No. 080526000048. The annexations are proposed as part of a serial annexation with three annexation applications to establish contiguity with the city boundary. The annexation area contains five plugged and abandoned oil and gas wells. The parcels are located within the Long-Range Expected Growth Area and are designated as an Urban Reserve.

The applicant requests the annexation be zoned H-A (Holding Agriculture) in accordance with Section 24-214 of the Development Code. Following approval of the annexations, the establishment of zoning will be considered as a separate hearing item and must, per state statutes, take place within 90 days of the annexation.

Colorado Revised Statutes §31-12-104 and §31-12-105 establish the legal requirements for annexation, and include: (1) not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City of Greeley; (2) a community of interest exists between the territory proposed to be annexed and the City of Greeley; (3) the territory sought to be annexed is urban or will be urbanized in the near future and; (4) the territory sought to be annexed is integrated or is capable of being integrated with the City of Greeley.

The proposed annexation applications consists of a series of annexations to establish contiguity per Colorado Revised Statutes 31-12-105(1) (e), where contiguity may be established by the annexation of one or more parcels in a series, which annexations may be completed simultaneously and considered together for the purposes of the public hearing required by Sections 31-12- 108 and 31-12-109 and the annexation impact report required by Section 31-12-108.5.

The City Attorney's Office has determined the proposal meets the statutory requirements to be considered for annexation, and City Council adopted a resolution on July 15, 2025, making a finding to this effect, scheduling the introduction of the ordinance concerning the annexation for August 19, 2025, and the final reading on September 2, 2025.

E. APPROVAL CRITERIA

The Commission shall consider comments from review agencies and offices, the staff recommendation, citizen comments, and the following criteria (found in Section 24-214 of the Greeley Development Code) in taking action to recommend approval, denial, or to table the annexation for future consideration:

1. The proposed annexation is in conformance with the Comprehensive Plan.

The following Imagine Greeley Comprehensive Plan policies apply to this request:

Growth Framework – Annexation Consideration

The following will be considered when evaluating annexation proposals:

1. The proposed annexation meets state requirements for annexations.
2. The proposed annexation meets the requirements for annexations set forth in the Greeley Municipal Code.
3. The proposed annexation is in conformance with the Imagine Greeley Comprehensive Plan.

4. The proposed annexation promotes a geographic balance of land uses.
5. The proposed annexation increases the City's supply of developable employment land or other future land use requirements.
6. Adequate services are or will be available to support the development expected to result from the proposed annexation.
7. The proposed annexation provides for a continuous and rational municipal boundary, and at least one-sixth of the annexation's perimeter is contiguous with the city's current boundary.
8. The area is urban or will be urbanized in the near future. However, annexation of undeveloped land is appropriate if another community goal is achieved, such as procurement of open land for a community separator, for open space, or for the conservation of farmland.

Comprehensive Plan Policies & Objectives:

GC-1.5 Annexations: When considering a proposed annexation, the City should find persuasive evidence that the inclusion of the property into the City's jurisdiction meets the goals and objectives of the Comprehensive Plan, and that the property can be developed in a manner that will be a positive addition to the City, improve the quality of Greeley's neighborhoods, and can be provided with municipal services.

Staff Comment: The subject properties are primarily agricultural and undeveloped except for five plugged and abandoned oil and gas well pads dispersed throughout the annexation area. The area is anticipated to develop with a mix of residential and commercial uses, provided that adequate services can be extended and a master plan is incorporated into any future development.

The site is located within the Long-Range Expected Growth Area (LREGA), and the Land Use Guidance Map designates it as Urban Reserve. While this classification does not anticipate immediate development, it does not preclude it. Future development will require master planning and sub-area planning to ensure adequate public facilities can be provided. Because full urban services are not currently available at the site, any development proposal must demonstrate how the area will be fully serviced.

This request complies with this criterion.

2. The proposed annexation promotes geographical balance of the City's land use pattern.

Staff Comment: The proposed annexations provide growth in the north part of Greeley and fills in a gap in city limits in this area and areas designated within the Long-Range Expected Growth Area. It provides balance to the City's growth and land use pattern.

This request complies with this criterion.

3. Adequate services are, or will be, available to support the development expected to result from the proposed annexation.

Staff Comment: If annexed, the subject site would be served by the Greeley Fire Department and the City of Greeley Police Department. The areas of Annexation No. 1 and Annexation No. 2 would be served by Eaton RE-2 School District, and Annexation No. 3 would be served by Greeley/Evans District 6.

Currently no City-level utilities are needed at the site. The extension of services is not required for this annexation and would be required to be evaluated and provided with any future development proposal.

This request complies with this criterion.

4. The proposed annexation provides for a continual and rational boundary.

Staff Comment: As proposed, the serial annexation would exceed the State's one-sixth contiguity requirements, with a combined total contiguity of 36% (16% minimum required). These properties' inclusion would also help provide a continual and rational boundary by adding an area of unincorporated land within the Long Range Expected Growth Area and between two areas that have already been annexed (area between O Street and AA Street).

This request complies with this criterion.

5. The proposed annexation is needed to accommodate future land use requirements.

Staff Comment: Since the site is located between existing City of Greeley Boundary to the north and south, it will close an existing gap in the city boundary. Any future development of the area will require additional development review depending on the proposal. While anticipated that future plans for a mix of housing and commercial uses, it is not proposed with the H-A zoning, assuming the annexation and zoning are approved. Future development would need to meet the City's Development Code, Imagine Greeley Comprehensive Plan and Adequate Public Facilities requirements.

The establishment of H-A (Holding-Agriculture) zoning is being considered as a request to annex into the City of Greeley until further master plans are submitted for future development of the area.

This request complies with this criterion.

F. PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The four parcels included in the annexation applications are currently unsubdivided in unincorporated Weld County. A Subdivision Plat will be required for future development proposals.

2. HAZARDS

The properties contain five plugged and abandoned oil and gas wells.

3. WILDLIFE

According to the City of Greeley's Areas of Ecological Significance map, Seeley Lake and the area immediately around it are in an area of 'high' ecological significance, which are areas that contain significant natural features which would be severely and negatively compromised by development. A bald eagle roost site boundary is located within the area of Willow Vista Annexation No.3, located on the east area of the site. This will need to be taken into considering with any future development in the area.

4. FLOODPLAIN

The site primarily has no mapped floodplains on the subject property, in exception of approximately 0.4 acres within Annexation No. 1, adjacent to AA Street.

5. DRAINAGE AND EROSION

The site is largely undeveloped with drainage patterns expected to match existing conditions. However, drainage patterns and required stormwater infrastructure and detention would be examined in greater detail through further development applications and the subsequent permitting processes.

The annexation request includes a Weld County detention pond, southwest of O Street and Weld County Road 35 roundabout.

6. TRANSPORTATION

The annexation request includes a section of Weld County Road 35, AA Street to the north, and O Street to the south.

H. SERVICES

1. WATER

There is an existing North Weld County Water District water main located in AA Street, east of Weld County Road 35, in addition to a water main within Weld County Road 35. There is a City of Greeley 20-inch water stub at O Street and Weld County 35. Annexation No 1, No. 2, and No. 3 are shown on the Adequate Public Facilities Map as being “near an 8” or larger water line”. Water infrastructure adequate to serve the site will be examined in further development applications and the subsequent permitting processes.

2. SANITATION

The nearest sewer line is a 36” sewer trunk line located south of O Street at N 25th Avenue. Sanitary sewer infrastructure adequate to connect the site to the sewer trunk line will be examined in further development applications and the subsequent permitting processes.

3. EMERGENCY SERVICES

The subject site is currently served by the Eaton Fire Protection District. With the successful annexation, the applicant would withdraw the property from those Fire Protection Districts. The City of Greeley Fire Department would take over fire services for the site once annexed. The closest fire station, Fire Station #3 (150 35th Ave), is approximately 1.5 miles away.

The City of Greeley Police Department would also serve this area with the completion of the annexation. The nearest police station is approximately four (4) miles east of the subject enclave on 10th Street near 28th Avenue.

4. PARKS/OPEN SPACES

The site is approximately .33 miles from the Poudre Trail and Poudre Ponds, near the south boundary of the annexation. Future parks and open space will be required with future development of the property.

5. SCHOOLS

Annexation No.1 and Annexation No. 2 are located in Eaton RE-2 School District, while the southern portion of the site (Annexation No. 3) is located in Greeley/Evans District 6.

I. NEIGHBORHOOD IMPACTS

1. VISUAL

The annexation would not create any visual impacts on the surrounding neighborhood, which is largely agricultural and residential estate. Potential impacts would be reviewed at time of future development.

2. NOISE

Staff does not anticipate that the proposed annexation would create any significant increase in noise. Potential impacts would be reviewed at time of future development.

H. NOTIFICATION:

Mailed notice is not required, per the Development Code effective as of October 1, 2021. However, as a courtesy a mailed notice was sent on June 20, 2025 to surrounding properties within 1000 feet of the subject property. The applicant posted signs in three locations on the property on June 24, 2025. To date, staff has received one letter of opposition from a nearby land owner, citing concerns related to increased traffic congestion, loss of traditional land uses, reduction of productive farmland, anticipated noise complaints, destruction of rural lifestyle, and decreased property values. The letter is included in the attachments provided.

I. PLANNING COMMISSION RECOMMENDED MOTION:

1. A motion that, based on the project summary and analysis, the Planning Commission find that the request for an annexation meets approval criteria found in Section 24-204.b.2.(a-e). And, the proposed Willow Vista Annexation No. 1, File number ANX2024-0001, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

2. A motion that, based on the project summary and analysis, the Planning Commission find that the request for an annexation meets approval criteria found in Section 24-204.b.2.(a-e). And, the proposed Willow Vista Annexation No. 2, File number ANX2024-0002, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.
3. A motion that, based on the project summary and analysis, the Planning Commission find that the request for an annexation meets approval criteria found in Section 24-204.b.2.(a-e). And, the proposed Willow Vista Annexation No. 3, File number ANX2024-0003, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

J. ATTACHMENTS:

1. Annexation Petition
2. Vicinity & Zoning Map
3. Annexation Plat
4. Annexation Site Analysis Map
5. Neighbor Notification Boundary Map
6. Project Narrative
7. Staff Presentation
8. Letter of Opposition



Planning Commission Meeting Minutes

July 22, 2025, at 1:15 pm

1. Call to Order

Chair Yeater called the meeting to order at 1:15pm

2. Roll Call - **Present**

Chair Justin Yeater

Commissioner Erik Briscoe

Commissioner Jeff Carlson

Commissioner Brian Franzen

Commissioner Larry Modlin

Commissioner Christian Schulte (arrived at 1:20pm)

Absent

Vice Chair Louisa Andersen

3. Approval of the agenda

There were no changes to the agenda

Chair Yeater approved the agenda as published

4. Approval of the June 24, 2025, Planning Commission Meeting Minutes

There were no changes to the minutes

Motion: Commissioner Modlin made the motion to approve the June 24, 2025 Planning Commission Meeting Minutes as published.

Second: Commissioner Carlson

Vote: Motion carried 5-0

Absent: Vice Chair Andersen and Commissioner Schulte

5. A public hearing to consider a request for a preliminary subdivision of approximately 149.6 acres of land into 472 lots, 3 tracts, 14 outlots, and dedication of rights-of-way. The subject property is generally located at the southwest corner of the intersection of 71st Avenue and Highway 34 Bypass and is within Residential High Density (R-H), Residential Low Density (R-L), and Residential Estate (R-E) Zoning Districts. Known as Cobblestone Preliminary Subdivision (SUB2024-0021)

Jeff Woeber (Planner III) began his presentation by introducing himself and the item as published. Staff finds that the plan complies with Greeley development code criteria and is requesting approval of the preliminary subdivision. Mr. Woeber stated the applicant is in attendance and has a presentation as well.

Chair Yeater asked the commission if they had questions for staff.

Commissioner Franzen asked for clarification on the problem with the easement. Mr. Woeber stated there were some issues regarding easements involving both Xcel Energy and a nearby ditch. Preliminary approval has been given, and the applicant is working to ensure compliance with those easements. David Harold (Engineer II) confirmed that the applicant is pursuing a crossing agreement for the ditch and is coordinating directly with Xcel regarding their easement. Mr. Harold added that no concerns from Xcel have been reported at this time.

Chair Yeater asked about CDOT requirements. Mr. Harold noted the design is still in progress, with potential improvements at 71st and 83rd Avenues along US 34, including deceleration and acceleration lanes, increased turn lane capacity, extended queueing, and possible signalization to improve traffic flow.

Commissioner Schulte asked whether compliance with CDOT requirements is mandatory. Mr. Harold confirmed that it is.

Commissioner Briscoe asked about the density of the cluster homes and the maximum allowed under RH zoning, noting the overall project density was just over 7 units per acre. Mr. Woeber responded that RH zoning allows for significantly higher densities—up to 45 units per acre for multifamily developments—though achieving that would depend on meeting requirements for open space, parking, and other factors. He added that such density would not apply to the current lot layout.

Commissioner Modlin inquired about planned road improvements, noting the current conditions are poor and anticipating a significant increase in traffic. Mr. Harold directed the question to the applicant for clarification.

Chair Yeater invited the applicant to speak to the question.

Max Moss (Applicant/Developer) stated that the roads, including 28th Street, are being completely rebuilt with major upgrades. Significant improvements are also planned at the failing intersection of US 34 and 82nd, including added lanes, signalization, and extended turn distances. Similar improvements are planned for 71st, with extended roadway length to support increased traffic.

Mr. Moss began his presentation and gave more explanation of the density mentioned earlier and their plan as published.

Chair Yeater opened the public portion of the meeting at 1:34pm

1. Mary Bingford (Resident) asked where the access points from the St. Michael's neighborhood into the new development would be.

Chair Yeater asked if anyone else in attendance wanted to speak. Seeing none, Chair Yeater invited the applicant back up to answer Ms. Bingford's question.

Abigail Milewski (Landscape Architect with BHA Design) answered by stating there are two main access points into the Cobblestone development. The primary entrance will be from the newly relocated and improved 28th Street, connecting to a new road (73rd) that leads south into the development. The secondary access will be from West 32nd Street Road, which will extend west into Cobblestone. Additional internal streets will serve the neighborhood.

Chair Yeater closed the public portion of the meeting at 1:37pm and turned it over to the Commission for action.

Motion by Commissioner Briscoe:

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed preliminary subdivision plat is in compliance with Development Code Section 24-203(b)(1) and therefore approves the preliminary subdivision plat as presented.

Second: Commissioner Franzen

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

Chair Yeater announced the next four items (6, 7, 8 & 9) are part of the same overall plan. He introduced them together for presentation purposes, noting that each item would be voted on separately. Discussion below included items 6, 7, 8 & 9.

6. A public hearing to consider a request for annexation of approximately 63.29 acres of land generally located south of AA Street, west of County Road 35, and north of O Street known as Willow Vista Annexation 1, (ANX2024-0001)

Commissioner Briscoe disclosed a business relationship with the applicant, stating it was unrelated to the current project and that he was unaware of the submission. He offered to recuse himself if the Commission believed it necessary. Chair Yeater indicated there was no issue, assuming no direct interest in the project. A request was made for clarification from Michael Axelrad (Senior Attorney) and Commissioner Briscoe explained he is in discussions to sell unrelated property to the applicant, with no family ties involved. It was determined that no conflict requiring recusal existed, and the Commission proceeded without a motion.

The Clerk interjected, reminding all members to ensure their microphones are turned on before speaking and to remain close to them while talking. This was in response to feedback from online participants who reported difficulty hearing portions of the meeting.

Katelyn Puga began her presentation by introducing herself and the items as published. Staff find the plans comply with Greeley development code criteria and are requesting approval of all four requests.

Chair Yeater requested an explanation for the audience and a reminder to the Commission regarding the process—specifically, why the property is being designated as holding agriculture and the anticipated steps the applicant will take moving forward.

Mrs. Puga answered by stating Holding Agriculture is a zoning designation that preserves land primarily for agricultural use until more coordinated planning occurs. It limits permitted uses, allowing existing residential and farming activities, while any new development would still require additional permitting. Ultimately, significant development would necessitate a future rezoning.

Commissioner Briscoe asked about the northwest corner of the property, which comes to a sharp point where it meets another parcel zoned Holding Agriculture, which is currently within the City of Greeley. The commissioner asked how the current annexation will impact that adjacent parcel.

Mrs. Puga stated there doesn't appear to be an immediate impact, as the two are separate properties. While the annexation crosses the right-of-way to the north and includes a portion connected to this parcel, it does not affect the previously annexed property.

Commissioner Franzen asked whether the code requires a waiting period before submitting a rezoning request after annexation with a Holding Agriculture designation.

Mrs. Puga noted that there is likely no required waiting period. The key point is that the applicant has 90 days to establish zoning within the annexation timeline. Once that zoning is established, it remains in place indefinitely.

Commissioner Carlson asked a question regarding the mention of the Urban Reserve designation and its requirement for additional planning. He asked for clarification on the timeline for that planning process and what it typically involves.

Mrs. Puga explained that coordinated planning efforts primarily involve ensuring adequate utility services and infrastructure to support future development. In this case, the applicant would need to work closely with the city on utilities, as well as elements like parks and open space. It's essentially a master planning process for the area, requiring collaboration between the applicant and various city departments.

Chair Yeater invited the applicant to come to the podium.

Melissa Wheeler from Baessler Homes began her presentation by introducing herself and their plan as published.

Chair Yeater stated as part of the annexation review, feasibility of facilities is a key consideration. The packet references two water lines, and he asked whether any detailed analysis had been done regarding how those lines would support future development.

Ms. Wheeler stated they had held several meetings with water and sewer and have confirmed an extension from the east side of O Street—currently under construction—can serve the first phase. A major extension north on 35th Street is planned to service the remainder of the community, with ongoing coordination with the city.

Chair Yeater opened the public portion of the meeting at 1:40pm

1. Patricia Conlon and Suzanne Lilly both spoke in opposition of this annexation.
2. Dean Vandergon spoke in opposition of this annexation.
3. Theresa Suleiman spoke in opposition to this annexation.
4. Becker 8448 spoke in opposition to this annexation.

Chair Yeater asked if anyone else would like to speak. Seeing none, he asked if they could get some guidance or help regarding the items that were spoken about.

Mrs. Puga gave some clarifying comments regarding Fire and Police saying Greeley Fire & Greeley Police would serve this area. She also stated there are cooperative agreements between both the city and the County for these areas. Mrs. Puga stated that this area is going to remain within the Eaton School district. The other questions relating to future developments would be considered once there were specific plans or proposals submitted.

Don Threewitt (Deputy Director of Community Development) spoke to annexation concerns. He stated that annexations happen as a voluntary action by the property owner, noting that there would be no changes to neighboring property owner's taxes or existing services. The city would not pursue annexing any neighboring properties, nor does City Code or State statute allow involuntary annexation, with the exception of enclaves that have been fully surrounded for 3 years.

Tina Close (Civil Engineer III) spoke about traffic concerns. She stated any future proposal—whether a PUD, rezoning, or site plan—will require the applicant to submit a traffic study. This study must demonstrate that the project meets all applicable traffic codes and criteria at the time of submission.

Chair Yeater asked if the applicant would be required to improve their access if it was deemed to be dangerous.

Mrs. Close answered, saying that yes, any required traffic study would need to analyze existing roadway conditions and ensure compliance with current codes and criteria based on roadway classifications. Entrance points into the development would also need to meet city standards. The goal is to ensure safe access and circulation without negatively impacting adjacent properties.

Commissioner Briscoe raised a question about what triggers the expansion of city services, such as fire and police. When does the city determine it's necessary to extend services closer to developments like this one, or to areas near the existing city boundary north of O Street.

Mrs. Puga stated the city coordinates with emergency services to determine the level of service needed for a development, primarily based on population density location.

Chair Yeater invited the applicant to answer questions raised by the public.

Mrs. Wheeler stated that these are valid concerns and are thoroughly addressed throughout the planning process. All concerns raised will be carefully considered, noting their coordinator with city staff and the expectation that these concerns will continue to be reviewed by staff before any approvals are granted for the site.

Chair Yeater asked if there were any more questions for the applicant. Seeing none, Chair Yeater closed the public portion of the meeting at 2:15pm and turned it over to the Commission for action.

Motion by Commissioner Carlson:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 1, File number ANX2024-0001, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Franzen

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

7. A public hearing to consider a request for annexation of approximately 74.71 acres of land generally located south of AA Street, east of County Road 35, and north of O Street known as Willow Vista Annexation 2, (ANX2024-0002)

Commissioner Franzen made the motion:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 2, File number ANX2024-0002, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Modlin

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

8. A public hearing to consider a request for annexation of approximately 84.40 acres of land

generally located just north of O Street, east of County Road 35, and south of AA Street known as Willow Vista Annexation 3, (ANX2024-0003)

Motion by Commissioner Franzen:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 3, File number ANX2024-0003, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Carlson

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

9. A public hearing to consider an establishment of zoning request for approximately 222.40 acres of land generally located south of AA Street, heading south along County Road 35 to O Street at the southern boundary known as Willow Vista Establishment of Zoning (ZON2024-0006).

Motion by Commissioner Franzen:

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Willow Vista Establishment of Zoning, File number ZON2024-0006 meets the required Development Code criteria of Section 24-204. b. (1-9); and recommend approval of the H-A (Holding Agriculture) zone district to the City Council.

Second: Commissioner Schulte

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

10. Staff Report

Brian McBroom (Director of Community Development) shared that both of the City's subarea plans are progressing well. An update on the East Subarea Plan will be presented shortly by City Planner Doug May. The West Subarea Plan consulting team is expected to return in September and is currently refining concept plans based on collected input.

Mr. McBroom also shared that the Poudre River Restoration Initiative is ongoing, with a community meeting scheduled for the evening of August 14th.

Additionally, Mr. McBroom stated staff has completed its initial review of the Cascadia PUD, a major 820-acre project that includes 100 acres of City-owned land known as the Catalyst Project. The remaining 720 acres are being proposed by the Water Valley Company, which is the lead applicant, with the city as co-applicant on its portion. A first round of comments was returned to the applicant, and work continues to align the proposal with the City's development standards. A public hearing before the Planning Commission is scheduled for August 26th, with further public meetings anticipated before then.

Commissioner Modlin asked if there will be a presentation of the financial agreements related to the project.

Mr. McBroom answered by saying detailed financial information is not planned to be included in the PUD zoning packet for the August 26th meeting, as financial agreements are not part of the formal PUD approval criteria. However, public information is being prepared and distributed to help clarify widespread community questions and confusion about the project's financing. The city will be sharing materials soon, and the developer has also launched a website to provide additional information. This approach aims to keep the decision-making record for the Planning Commission focused solely on zoning-related criteria.

11. Adjournment

Chair Yeater adjourned the meeting at 2:26pm and moved into the workshop portion of the meeting.

Workshop

12. East Greeley Subarea Plan, Doug May

Doug May (Planner III) began his presentation by introducing himself, Brett Palmberg and Grace Dice (Consultants from Rick Engineering) and the plan as published.

Mr. May asked the Commission for any additional suggestions or if there are other areas or groups that should be considered for outreach, they would greatly value any input and expertise.

Commissioner Modlin asked if the city can offer incentives for residential development in the area, noting that initiatives like Richmark Housing for Humanity serve as kick starters to stimulate growth. He emphasized that housing drives industry and suggested exploring options like matching funds or grants, especially to encourage development eastward, where incentives may be more needed than to the west.

Mr. May answered by saying that the planning department may not have those tools directly but is collaborating closely with the Housing Services department, which is part of the steering committee. By involving them throughout the planning process, they hope to incorporate incentives to help kickstart a variety of housing types in the area.

Commissioner Briscoe emphasized the importance of preserving farmland, especially given the community's appreciation for Greeley's rural character—particularly on the East Side, where residents value proximity to city services while maintaining a country feel. Commissioner Briscoe acknowledged the challenge of balancing property rights with preservation but noted it will be a key messaging consideration in the planning process.

With no other questions or feedback Chair Yeater ended the workshop at 2:53 pm

(Name) – Chair

(Name) – Staff Liaison or Dept Manager



Council Agenda Summary

September 2, 2025

Key Staff Contact: Brian McBroom, Community Development Director, Donald Threewitt, Deputy Director of Community Development, Katelyn Puga, Planner III

Title:

Public hearing and second reading of an ordinance to consider an establishment of zoning request for approximately 222.40 acres of land generally located south of AA Street, heading south along County Road 35 to O Street at the southern boundary known as Willow Vista Establishment of Zoning (ZON2024-0006)

Summary:

This establishment of zoning is initiated in order to place zoning on recently annexed property within 90 days as required by Colorado statute. The property has concurrently proposed annexation into the City of Greeley, with final reading of the annexation ordinance scheduled before City Council on September 2, 2025 (File Nos. ANX2024-0001, ANX2024-0002, and ANX2024-0003). The subject area, consisting of 222.40 acres, is composed of portions of three parcels and includes the right-of-way of AA Street, Weld County Road 35, and O Street.

This item was heard at the July 22, 2025, Planning Commission Meeting. The Planning Commission voted to approve this establishment of zoning with a 6-0 vote. Vice Chair Andersen was absent from this meeting. The item was introduced on August 19, 2025. By a majority vote from the Council, the public hearing and second reading was scheduled for September 2, 2025.

Fiscal Impact:

No Fiscal Impact

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
8. 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 certain date.

Council's Recommended Action:

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

Attachments:

1. Ordinance No. 27, 2025 with Appendix A
2. Planning Commission (PC) Summary Report
3. Establishment of Zoning Map & Site Analysis Map
4. Legal Description
5. Vicinity & Zoning Map
6. Adjacent Property Owner Notification Boundary Map
7. Public Comment
8. Project Narrative Willow Vista
9. Zoning Districts and Land Uses
10. 7.22.2025 Draft Planning Commission Meeting Minutes

CITY OF GREELEY, COLORADO
ORDINANCE NO. 27, 2025
CASE NO. ZON2024-0006

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH H-A (HOLDING AGRICULTURE) ZONING FOR PROPERTY LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD COUNTY ROAD 64 COMPRISED OF 222.40 ACRES

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

Section 1. The zoning on the following described property located in the City of Greeley, Colorado known as Willow Vista Annexation No. 1, Willow Vista Annexation No. 2 and Willow Vista Annexation No. 3 is hereby placed into the H-A (Holding Agriculture) zoning district in the City of Greeley, County of Weld, State of Colorado:

Legal Description

See Appendix A, attached hereto, and incorporated herein.

Section 2. The property of the pertinent zoning districts as shown on the official zoning map is hereby changed so as to accomplish the above-described zoning change, 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 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 ____ DAY OF _____, 2025.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 27, 2025
CASE NO. ZON2024-0006

**AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY,
COLORADO, TO ESTABLISH H-A (HOLDING AGRICULTURE) ZONING FOR PROPERTY
LOCATED GENERALLY SOUTH OF WELD COUNTY ROAD 66 AND NORTH OF WELD
COUNTY ROAD 64 COMPRISED OF 222.40 ACRES**

AN AREA OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) AND THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4) OF SECTION TWENTY-SIX (26) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.), TOGETHER WITH A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2NW1/4) AND THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 26 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19858 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 26 A DISTANCE OF 1745.20 TO THE **POINT OF BEGINNING**;

THENCE NORTH 70°33'44" WEST A DISTANCE OF 32.03 FEET TO THE SOUTH LINE OF THAT AREA OF LAND DESCRIBED IN RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 8, 2021 AT RECEPTION NUMBER 4753766 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND NORTHERLY LINES OF SAID RIGHT-OF-WAY DEDICATION BY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

THENCE NORTH 72°16'19" WEST A DISTANCE OF 666.69 FEET TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 202.00 FEET, SAID CURVE HAS A RADIUS OF 3436.95 FEET, A DELTA ANGLE OF 03°22'03", AND IS SUBTENDED BY A CHORD BEARING NORTH 74°01'46" WEST A DISTANCE OF 201.97 FEET;

THENCE NORTH 75°30'21" WEST A DISTANCE OF 185.48 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 115.09 FEET, SAID CURVE HAS A RADIUS OF 1421.58 FEET, A DELTA ANGLE OF

04°38'18", AND IS SUBTENDED BY A CHORD BEARING NORTH 78°07'58" WEST A DISTANCE OF 115.06 FEET;

THENCE SOUTH 83°21'20" EAST A DISTANCE OF 369.32 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 141.63 FEET, SAID CURVE HAS A RADIUS OF 880.00 FEET, A DELTA ANGLE OF 09°13'17", AND IS SUBTENDED BY A CHORD BEARING SOUTH 87°57'59" EAST A DISTANCE OF 141.48 FEET;

THENCE NORTH 87°25'23" EAST A DISTANCE OF 279.38 FEET;
THENCE NORTH 88°57'02" EAST A DISTANCE OF 148.75 FEET;
THENCE NORTH 01°02'58" WEST A DISTANCE OF 10.00 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 143.51 FEET, SAID CURVE HAS A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 45°40'49", AND IS SUBTENDED BY A CHORD BEARING NORTH 66°06'37" EAST A DISTANCE OF 139.74 FEET TO A POINT OF COMPOUND CURVE (PCC);

THENCE ALONG THE ARC OF A COMPOUND CURVE CONCAVE TO THE WEST A DISTANCE OF 61.37 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 50°14'00", AND IS SUBTENDED BY A CHORD BEARING NORTH 18°09'12" EAST A DISTANCE OF 59.42 FEET;

THENCE NORTH 06°57'48" WEST A DISTANCE OF 70.73 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 27.87 FEET, SAID CURVE HAS A RADIUS OF 380.00 FEET, A DELTA ANGLE OF 04°12'09", AND IS SUBTENDED BY A CHORD BEARING NORTH 04°51'43" WEST A DISTANCE OF 27.87 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS TRACT 4 IN QUIT CLAIM DEED RECORDED DECEMBER 30, 1999 AT RECEPTION NO. 2741416 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID TRACT 4 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 57°29'03" WEST A DISTANCE OF 666.88 FEET;
THENCE NORTH 23°58'11" WEST A DISTANCE OF 932.62 FEET TO THE SOUTH LINE OF THE E1/2NE1/4 OF SAID SECTION 26;
THENCE SOUTH 89°37'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 353.20 FEET TO THE SOUTHWEST CORNER SAID E1/2NE1/4;
THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 A DISTANCE OF 2378.57 FEET TO THE SOUTHERLY LINE OF SEELEY LAKE ANNEXATION NO. 3 RECORDED SEPTEMBER 22, 2023 AT RECEPTION NO. 4922120 AND TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE ALONG THE SOUTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 BY THE FOLLOWING NINE (9) COURSES AND DISTANCES:

THENCE SOUTH 11°12'34" EAST A DISTANCE OF 229.40 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 293.19 FEET, SAID CURVE HAS A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 17°40'57", AND IS SUBTENDED BY A CHORD BEARING SOUTH 20°03'02" EAST A DISTANCE OF 292.02 FEET;

THENCE SOUTH 28°53'31" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 91.07 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 324.93 FEET, SAID CURVE HAS A RADIUS OF 1175.00 FEET, A DELTA ANGLE OF 15°50'39", AND IS SUBTENDED BY A CHORD BEARING SOUTH 36°48'51" EAST A DISTANCE OF 323.89 FEET;

THENCE SOUTH 44°44'09" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 129.26 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 375.75 FEET, SAID CURVE HAS A RADIUS OF 980.00 FEET, A DELTA ANGLE OF 21°58'05", AND IS SUBTENDED BY A CHORD BEARING SOUTH 55°43'12" EAST A DISTANCE OF 373.45 FEET;

THENCE SOUTH 66°42'15" EAST A DISTANCE OF 174.76 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 351.84 FEET, SAID CURVE HAS A RADIUS OF 1230.00 FEET, A DELTA ANGLE OF 16°23'22", AND IS SUBTENDED BY A CHORD BEARING SOUTH 74°53'56" EAST A DISTANCE OF 350.64 FEET;

THENCE SOUTH 83°05'37" EAST A DISTANCE OF 57.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°22'10" WEST ALONG THE NORTHERLY PROLONGATION OF THE SAID WEST LINE A DISTANCE OF 60.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

THENCE SOUTH 86°02'39" EAST A DISTANCE OF 30.04 FEET;

THENCE NORTH 79°22'13" EAST A DISTANCE OF 611.56 FEET;

THENCE NORTH 35°40'39" WEST A DISTANCE OF 22.08 FEET;

THENCE NORTH 79°22'13" EAST A DISTANCE OF 476.27 FEET TO A POINT OF CURVATURE (PC)

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 225.52 FEET, SAID CURVE HAS A RADIUS OF 265.00 FEET, A DELTA ANGLE OF 48°45'33", AND IS SUBTENDED BY A CHORD BEARING NORTH 54°59'27" EAST A DISTANCE OF 218.77 FEET;

THENCE SOUTH 59°23'19" EAST A DISTANCE OF 80.00 FEET TO THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 25;

THENCE SOUTH 00°36'40" EAST ALONG SAID EAST LINE A DISTANCE OF 1419.27 FEET TO THE SOUTHEAST CORNER OF SAID W1/2NW1/4;

THENCE NORTH 89°48'54" EAST ALONG THE NORTH LINE OF THE E1/2SW1/4 OF SAID SECTION 25 A DISTANCE OF 1292.55 FEET TO THE EAST LINE OF THE E1/2SW1/4 OF SAID SECTION 25;

THENCE SOUTH 00°09'33" WEST ALONG SAID EAST LINE A DISTANCE OF 2384.66 FEET TO THE NORTHERLY LINE OF NORTH POUDRE THIRD ANNEXATION RECORDED JUNE 1, 1982 AT RECEPTION NO. 1893288;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

THENCE NORTH 84°11'41" WEST A DISTANCE OF 140.20 FEET;
THENCE NORTH 83°41'51" WEST A DISTANCE OF 117.83 FEET;
THENCE NORTH 82°40'36" WEST A DISTANCE OF 53.88 FEET;
THENCE NORTH 81°34'50" WEST A DISTANCE OF 44.11 FEET;
THENCE NORTH 79°31'53" WEST A DISTANCE OF 99.29 FEET;
THENCE NORTH 76°43'57" WEST A DISTANCE OF 39.23 FEET;
THENCE NORTH 74°22'29" WEST A DISTANCE OF 40.06 FEET;
THENCE NORTH 72°18'17" WEST A DISTANCE OF 116.09 FEET;
THENCE NORTH 70°55'50" WEST A DISTANCE OF 226.98 FEET;
THENCE NORTH 70°54'29" WEST A DISTANCE OF 229.11 FEET TO THE EAST LINE OF LOT A, RE-4865
RECORDED JANUARY 14, 2009 AT RECEPTION NO. 3599465;

THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID LOT A, RE-4865 BY
THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE NORTH 01°07'12" EAST A DISTANCE OF 781.84 FEET;
THENCE SOUTH 89°29'42" WEST A DISTANCE OF 167.62 FEET;
THENCE SOUTH 01°09'18" EAST A DISTANCE OF 735.78 FEET TO THE NORTHERLY LINE OF SAID
NORTH POUDRE THIRD ANNEXATION;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE NORTH 75°15'33" WEST A DISTANCE OF 221.20 FEET;
THENCE NORTH 76°37'18" WEST A DISTANCE OF 1157.63 FEET TO THE WEST LINE OF THE SW1/4 OF
SAID SECTION 25 AND TO THE **POINT OF BEGINNING**.

TOGETHER WITH AN AREA OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT "A":

THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 OF SECTION 26 A
DISTANCE OF 157.79 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 01°12'41" WEST ALONG SAID WEST LINE A DISTANCE OF 97.26 FEET
TO THE NORTHWEST CORNER OF SAID E1/2NE1/4;

THENCE NORTH 89°28'28" EAST ALONG THE NORTH LINE OF SAID E1/2NE1/4 A DISTANCE OF 30.01
FEET;

THENCE SOUTH 01°46'31" EAST A DISTANCE OF 150.17 FEET THE NORTHERLY LINE OF SAID
SEELEY LAKE ANNEXATION NO. 3 AND TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A
DISTANCE OF 61.97 FEET, SAID CURVE HAS A RADIUS OF 318.00 FEET, A DELTA ANGLE OF
11°09'54", AND IS SUBTENDED BY A CHORD BEARING NORTH 31°48'04" WEST A DISTANCE OF 61.87
FEET TO THE **POINT OF BEGINNING**;

SAID AREAS OF LAND CONTAIN 222.40 ACRES (+/-9,687,666 SQ.FT.) AND IS SUBJECT TO ANY
RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED
PARCEL OF LAND.

PLANNING COMMISSION SUMMARY

ITEM: Establishment of H-A (Holding Agriculture) Zoning of 222.40 acres as part of the Willow Vista No.1 Annexation, Willow Vista No. 2 Annexation, Willow Vista No. 3 Annexation.

FILE NO.: ZON2024-0006

PROJECT: Willow Vista Establishment of Zoning

LOCATION: Bounded by AA Street to the north, heading south along Couty Road 35 to O Street at the south boundary.

APPLICANT: Baessler Homes, Melissa Wheeler

CASE PLANNER: Katelyn Puga, Planner III

PLANNING COMMISSION HEARING DATE: July 22, 2025

PLANNING COMMISSION FUNCTION:
Review the proposed annexation for compliance with Section 24-204 of the Greeley Development Code and make a recommendation to the City Council.

EXECUTIVE SUMMARY

Per Sec. 24-201.b.4. annexed areas shall be included in the City's zoning ordinance and map within ninety (90) days after the effective date of the annexation ordinance. As such, this application has been submitted in conjunction with three petitions to annex land to the City. The applicant proposes the establishment of H-A (Holding Agriculture) zoning.

A. REQUEST

The applicant is seeking approval for the Establishment of Zoning to H-A (Holding Agriculture) Zone District for property known as Willow Vista Annexations 1 through 3.

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Bounded by AA Street to the north, heading south along Couty Road 35 to O Street at the south boundary. (See Attachment A – Vicinity Map).

Current Zoning: AG (Agricultural – County); R-1 (Residential – County)

Proposed Zoning: ANX2024-0001 – 63.29 acres: Holding Agriculture (HA)
ANX2024-0002 – 74.71 acres: Holding Agriculture (HA)
ANX2024-0003 – 84.40 acres: Holding Agriculture (HA)

Abutting Zoning: North (AA Street): H-A (Holding Agriculture – City)
North (east of CR 35): R-1 (County)
South: PUD (Planned Unit Development - City)
East: AG (Agriculture - County)
West: AG (County); R-1 (County)

See Figure 1 for details.

Site Conditions: The site is currently undeveloped and used for agricultural purposes. County Road 35 runs through the center of the annexation area, while AA Street forms the northern boundary. The southern edge is bordered by an existing detention pond and the roundabout at O Street and County Road 35. There are five plugged and abandoned oil and gas wells located throughout the proposed establishment of zoning area.

Lot Size: 222.40 Acres

Abutting Land Uses: North: Residential Estate and Agriculture
South: Residential, Agriculture, and Open Space/Natural Areas.
East: Agriculture
West: Agriculture/Residential Estate; Oil and gas operations

D. BACKGROUND

This establishment of zoning is initiated by the City of Greeley in order to place zoning on recently annexed property within 90 days as required by Colorado statute. The property has concurrently proposed annexation into the City of Greeley, with final reading of the annexation ordinance scheduled before City Council on September 2, 2025 (File Nos. ANX2024-0001, ANX2024-0002, and ANX2024-0003). The final reading of the ordinance establishing the zoning for this property, as presented herein, is also scheduled before City Council on September 2, 2025.

The subject area, consisting of 222.40 acres, is composed of portions of three parcels and includes the right-of-way of AA Street, Weld County Road 35, and O Street. Five plugged and abandoned oil and

gas wells are located on site. The property is outside of the Cache la Poudre River floodway and floodplain (see Attachment C). The parcels are located within the Long-Range Expected Growth Area (LREGA) and are designated as an Urban Reserve. (see Attachment E).

The applicant is proposing to zone the land to H-A (Holding Agriculture) zone district (see Attachments D). The H-A zone district is generally intended for undeveloped open lands or agricultural land. No specific plans for the site are proposed at the time of annexation, but the Land Use Guidance Map indicates low-density residential uses for the site could be possible on H-A zoning. Consideration of future development as anything besides uses allowed in H-A would require a rezone. H-A zoning is being considered until further master plans are submitted for future development of the area. In addition, if the subject site develops in the future, subsequent plans will be required to comply with the City's Development Code and will be required to comply with APFA (Adequate Public Facilities Area) requirements. The Development Code identifies that H-A is intended to be used as a "pre-development" district to hold areas until more coordinated planning for infrastructure, land uses, and design can occur. This coordinated planning would include providing adequate public facilities to the area to serve future development.

E. APPROVAL CRITERIA

Development Code Section 24-204 Rezoning Procedures

The review criteria found in Section 24-204(b) of the Development Code shall be used to evaluate the zoning amendment application.

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.

The Imagine Greeley Comprehensive Plan's Land Use Guidance Map, adopted in 2018, envisions the subject area as a 'Urban Reserve'. Urban Reserve is described as areas that are not anticipated to support urban development within the next twenty years. The Comprehensive Plan states "while it is not anticipated that urban reserve areas will support urban development in the next 20 years, the possibility for such development exists and is not precluded by this designation". However, the plan goes on to state that before such development occurs sub-area plans should be created to detail how adequate public facilities will be provided and paid for as well as the land use types desired by property owners and Greeley residents.

Staff Comment: The proposed H-A (Holding Agriculture) zoning district is appropriate for this area. The H-A district has limited land uses, and any development proposal will require a rezone to a district that allows the uses proposed. Additionally, the H-A zone district will allow current agricultural uses to continue as they are until master planning is coordinated to ensure that urban services are available for future development proposals.

The proposal complies with this criterion.

2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.

According to the Development Code, the H-A (Holding Agriculture) zoning district is intended for properties that have been annexed to the City and are either being used for agricultural purposes or have no immediate development potential. Additionally, due to the development patterns and inefficiency of providing city services, this area receives only limited infrastructure investment and is therefore 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.

Staff Comment: There is currently no development proposal for this area, however, the property owners anticipate future coordinated planning efforts in order to achieve the infrastructure, land uses, and design requirements for development of the property. The subject properties are currently being used for agricultural purposes, and under the proposed H-A zone district, these uses would be permitted to continue.

The proposal 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 is undergoing change as it is being annexed into the City of Greeley. In accordance with state statute and Greeley Development Code requirements, zoning must be established within 90 days of annexation.

The proposal complies with this criterion.

4. Whether the existing zoning 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 subject area is currently located in unincorporated Weld County and is primarily zoned R-1 (Residential), with a small portion in the southwest corner zoned A (Agriculture). Since the property is proposed for annexation into the City of Greeley, City zoning must be established as outlined above.

The proposal 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 proposed establishment of zoning maintains the current character of the neighborhood. The proposed H-A zone district allows uses limited to agriculture, which is the current use of the property. Any proposed development would require the rezone of the subject area to a zone district that allows for the proposal.

The proposal 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: The H-A zone district does not allow any uses beyond agriculture. Any proposed development would require a rezone of the property. When water and sanitary sewer service is requested for this region as part of a development proposal, significant offsite extensions will be required unless other development has already made the extensions. Any proposed development of the subject site would be reviewed for compliance with city standards and improvements to existing infrastructure may be required at that time.

The proposal 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: As stated above, the area is changing in that it is being annexed into the City of Greeley and per State statute and Greeley Development code requirements, zoning must be established within 90 days on newly annexed land. The H-A zoning provides a pre-development to hold the area until more coordinated planning for infrastructure, land uses, and design can occur.

The proposal 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: There are no anticipated negative impacts from the proposed establishment of zoning. As previously stated, the proposed H-A zone district's allowed uses are limited to agriculture. Any proposed development of the subject site would be reviewed for compliance with city standards and any potential impacts to neighboring properties would be considered at that time.

The proposal complies with this criterion.

9. **The recommendations of professional staff or advisory review bodies.**

Staff Comment: City staff recommend approval of this establishment of zoning request.

F. ADMINISTRATIVE REVIEW TEAM COMMENTS:

The proposal was reviewed by the Administrative Review Team and all comments have been addressed.

G. PHYSICAL SITE CHARACTERISTICS

1. **SUBDIVISION HISTORY**

The four parcels included in the zoning applications is currently unsubdivided in unincorporated Weld County. A Subdivision Plat will be required for future development proposals.

2. **HAZARDS**

There are no known hazards in the annexation area. The properties contain five plugged and abandoned oil and gas wells. It is not located within a mapped floodplain, in exception of 0.4 acres adjacent to AA Street due to Seeley Lake. The topography is mostly flat.

3. **WILDLIFE**

According to the City of Greeley's Areas of Ecological Significance map, Seeley Lake and the area immediately around it are in an area of 'high' ecological significance, which are areas that contain significant natural features which would be severely and negatively compromised by development. A bald eagle roost site boundary is located within the area of Willow Vista Annexation No.3, located on the east area of the site. This will need to be taken into consideration with any future development in the area.

4. **FLOODPLAIN**

The site primarily has no mapped floodplains on the subject property, in exception of approximately 0.4 acres adjacent to AA Street, west of Weld County Road 35. No change is expected to this area as a result of this establishment of zoning request.

5. DRAINAGE AND EROSION

The existing drainage patterns are expected to continue to follow the existing lay of the land. Drainage patterns and required stormwater infrastructure and detention would be examined in greater detail through further development applications and the subsequent permitting processes.

There is an existing spillway easement for Seeley Lake located adjacent to AA Street, west of Weld County Road 35. Drainage conveyance to accommodate this flow will need to be considered in the future development applications.

6. TRANSPORTATION

The zoning request will not have any impact to Weld County Road 35, AA Street or O Street. Street improvements or design will need to be considered in future development applications.

H. PUBLIC NOTICE AND COMMENT:

Notices to surrounding property owners within 1000 ft. of the subject area were mailed on June 20, 2024, per Development Code requirement. Five signs were posted on the site on June 24, 2024. To date, staff has received one letter of opposition from a nearby land owner, citing concerns related to increased traffic congestion, loss of traditional land uses, reduction of productive farmland, anticipated noise complaints, destruction of rural lifestyle, and decreased property values. The letter is included in the attachments provided.

I. PLANNING COMMISSION RECOMMENDED MOTION:

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Willow Vista Establishment of Zoning, File number ZON2024-0006 meets the required Development Code criteria of Section 24-204.b.(1-9); and recommend approval of the H-A (Holding Agriculture) zone district to the City Council.

J. ATTACHMENTS:

1. Vicinity and Zoning Map
2. Establishment of Zoning and Site Analysis Maps
3. Project Narrative
4. Legal Description
5. Adjacent Property Owners Notice Boundary
6. List of Allowed Land Uses in H-A Zoning
7. Letter of Opposition

WILLOW VISTA ZONING

PART OF SECTIONS 25 & 26, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,

COUNTY OF WELD, STATE OF COLORADO

222.40 ACRES

PROJECT NUMBER: ZON2024-0006

PROPERTY DESCRIPTION – WILLOW VISTA ZONING

AN AREA OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) AND THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4) OF SECTION TWENTY-SIX (26) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.), TOGETHER WITH A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2NW1/4) AND THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 26 AS MONUMENTED BY A #6 REBAR WITH A 3.25"ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5"ALUMINUM CAP STAMPED LS 19858 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 26 A DISTANCE OF 1745.20 TO THE POINT OF BEGINNING;

THENCE NORTH 70°33'44" WEST A DISTANCE OF 32.03 FEET TO THE SOUTH LINE OF THAT AREA OF LAND DESCRIBED IN RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 8, 2021 AT RECEPTION NUMBER 4753766 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND NORTHERLY LINES OF SAID RIGHT-OF-WAY DEDICATION BY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

THENCE NORTH 72°16'19" WEST A DISTANCE OF 666.69 FEET TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 202.00 FEET, SAID CURVE HAS A RADIUS OF 3436.95 FEET, A DELTA ANGLE OF 03°22'03", AND IS SUBTENDE BY A CHORD BEARING NORTH 74°01'46" WEST A DISTANCE OF 201.97 FEET;

THENCE NORTH 75°30'21" WEST A DISTANCE OF 185.48 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 115.09 FEET, SAID CURVE HAS A RADIUS OF 1421.58 FEET, A DELTA ANGLE OF 04°38'18", AND IS SUBTENDE BY A CHORD BEARING NORTH 78°07'58" WEST A DISTANCE OF 115.06 FEET;

THENCE SOUTH 83°21'20" EAST A DISTANCE OF 369.32 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 141.63 FEET, SAID CURVE HAS A RADIUS OF 880.00 FEET, A DELTA ANGLE OF 09°13'17", AND IS SUBTENDE BY A CHORD BEARING SOUTH 87°57'59" EAST A DISTANCE OF 141.48 FEET;

THENCE NORTH 87°25'23" EAST A DISTANCE OF 279.38 FEET;
THENCE NORTH 88°57'02" EAST A DISTANCE OF 148.75 FEET;
THENCE NORTH 01°02'58" WEST A DISTANCE OF 10.00 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 143.51 FEET, SAID CURVE HAS A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 45°40'49", AND IS SUBTENDE BY A CHORD BEARING NORTH 66°06'37" EAST A DISTANCE OF 139.74 FEET TO A POINT OF COMPOUND CURVE (PCC);

THENCE ALONG THE ARC OF A COMPOUND CURVE CONCAVE TO THE WEST A DISTANCE OF 61.37 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 50°14'00", AND IS SUBTENDE BY A CHORD BEARING NORTH 18°09'12" EAST A DISTANCE OF 59.42 FEET;

THENCE NORTH 06°57'48" WEST A DISTANCE OF 70.73 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 27.87 FEET, SAID CURVE HAS A RADIUS OF 380.00 FEET, A DELTA ANGLE OF 04°12'09", AND IS SUBTENDE BY A CHORD BEARING NORTH 04°51'43" WEST A DISTANCE OF 27.87 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS TRACT 4 IN QUIT CLAIM DEED RECORDED DECEMBER 30, 1999 AT RECEPTION NO. 2741416 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID TRACT 4 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 57°29'03" WEST A DISTANCE OF 666.88 FEET;
THENCE NORTH 23°58'11" WEST A DISTANCE OF 932.62 FEET TO THE SOUTH LINE OF THE E1/2NE1/4 OF SAID SECTION 26;
THENCE SOUTH 89°37'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 353.20 FEET TO THE SOUTHWEST CORNER SAID E1/2NE1/4;
THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 A DISTANCE OF 2378.57 FEET TO THE SOUTHERLY LINE OF SEELEY LAKE ANNEXATION NO. 3 RECORDED SEPTEMBER 22, 2023 AT RECEPTION NO. 4922120 AND TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE ALONG THE SOUTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 BY THE FOLLOWING NINE (9) COURSES AND DISTANCES:

THENCE SOUTH 11°12'34" EAST A DISTANCE OF 229.40 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 293.19 FEET, SAID CURVE HAS A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 17°40'57", AND IS SUBTENDE BY A CHORD BEARING SOUTH 20°03'02" EAST A DISTANCE OF 292.02 FEET;

THENCE SOUTH 28°53'31" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 91.07 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 324.93 FEET, SAID CURVE HAS A RADIUS OF 1175.00 FEET, A DELTA ANGLE OF 15°50'39", AND IS SUBTENDE BY A CHORD BEARING SOUTH 36°48'51" EAST A DISTANCE OF 323.89 FEET;

THENCE SOUTH 44°44'09" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 129.26 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 375.75 FEET, SAID CURVE HAS A RADIUS OF 980.00 FEET, A DELTA ANGLE OF 21°58'05", AND IS SUBTENDE BY A CHORD BEARING SOUTH 55°43'12" EAST A DISTANCE OF 373.45 FEET;

THENCE SOUTH 66°42'15" EAST A DISTANCE OF 174.76 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 351.84 FEET, SAID CURVE HAS A RADIUS OF 1230.00 FEET, A DELTA ANGLE OF 16°23'22", AND IS SUBTENDE BY A CHORD BEARING SOUTH 74°53'56" EAST A DISTANCE OF 350.64 FEET;

THENCE SOUTH 83°05'37" EAST A DISTANCE OF 57.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°22'10" WEST ALONG THE NORTHERLY PROLONGATION OF THE SAID WEST LINE A DISTANCE OF 60.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

THENCE SOUTH 86°02'39" EAST A DISTANCE OF 30.04 FEET;
THENCE NORTH 79°22'13" EAST A DISTANCE OF 611.56 FEET;
THENCE NORTH 35°40'36" WEST A DISTANCE OF 53.88 FEET;
THENCE NORTH 79°22'13" EAST A DISTANCE OF 476.27 FEET TO A POINT OF CURVATURE (PC)
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 225.52 FEET, SAID CURVE HAS A RADIUS OF 265.00 FEET, A DELTA ANGLE OF 48°45'33", AND IS SUBTENDE BY A CHORD BEARING NORTH 54°59'27" EAST A DISTANCE OF 218.77 FEET;

THENCE SOUTH 59°23'19" EAST A DISTANCE OF 80.00 FEET TO THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 25;

THENCE SOUTH 00°36'40" EAST ALONG SAID EAST LINE A DISTANCE OF 1419.27 FEET TO THE SOUTHEAST CORNER OF SAID W1/2NW1/4;

THENCE NORTH 89°48'54" EAST ALONG THE NORTH LINE OF THE E1/2SW1/4 OF SAID SECTION 25 A DISTANCE OF 1292.55 FEET TO THE EAST LINE OF THE E1/2SW1/4 OF SAID SECTION 25;

THENCE SOUTH 00°09'33" WEST ALONG SAID EAST LINE A DISTANCE OF 2384.66 FEET TO THE NORTHERLY LINE OF NORTH POUDRE THIRD ANNEXATION RECORDED JUNE 1, 1982 AT RECEPTION NO. 1893288;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

THENCE NORTH 84°11'41" WEST A DISTANCE OF 140.20 FEET;
THENCE NORTH 83°41'51" WEST A DISTANCE OF 117.83 FEET;
THENCE NORTH 82°40'36" WEST A DISTANCE OF 53.88 FEET;
THENCE NORTH 81°34'50" WEST A DISTANCE OF 44.11 FEET;
THENCE NORTH 79°31'53" WEST A DISTANCE OF 99.29 FEET;
THENCE NORTH 76°43'57" WEST A DISTANCE OF 39.23 FEET;
THENCE NORTH 74°22'29" WEST A DISTANCE OF 40.06 FEET;
THENCE NORTH 72°18'17" WEST A DISTANCE OF 116.09 FEET;
THENCE NORTH 70°55'50" WEST A DISTANCE OF 226.98 FEET;
THENCE NORTH 70°54'29" WEST A DISTANCE OF 229.11 FEET TO THE EAST LINE OF LOT A, RE-4865 RECORDED JANUARY 14, 2009 AT RECEPTION NO. 3599465;

PROPERTY DESCRIPTION CONTINUED – WILLOW VISTA ZONING

THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID LOT A, RE-4865 BY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE NORTH 01°07'12" EAST A DISTANCE OF 781.84 FEET;
THENCE SOUTH 89°29'42" WEST A DISTANCE OF 167.62 FEET;
THENCE SOUTH 01°09'18" EAST A DISTANCE OF 735.78 FEET TO THE NORTHERLY LINE OF SAID NORTH POUDRE THIRD ANNEXATION;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE NORTH 75°15'33" WEST A DISTANCE OF 221.20 FEET;
THENCE NORTH 76°37'18" WEST A DISTANCE OF 1157.63 FEET TO THE WEST LINE OF THE SW1/4 OF SAID SECTION 25 AND TO THE POINT OF BEGINNING;

TOGETHER WITH AN AREA OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT "A";
THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 OF SECTION 26 A DISTANCE OF 157.79 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°12'41" WEST ALONG SAID WEST LINE A DISTANCE OF 97.26 FEET TO THE NORTHWEST CORNER OF SAID E1/2NE1/4;

THENCE NORTH 89°28'28" EAST ALONG THE NORTH LINE OF SAID E1/2NE1/4 A DISTANCE OF 30.01 FEET;

THENCE SOUTH 01°46'31" EAST A DISTANCE OF 150.17 FEET THE NORTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 AND TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 61.97 FEET, SAID CURVE HAS A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 11°09'54", AND IS SUBTENDE BY A CHORD BEARING NORTH 31°48'04" WEST A DISTANCE OF 61.87 FEET TO THE POINT OF BEGINNING;

SAID AREAS OF LAND CONTAIN 222.40 ACRES (+/-9,687,666 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

OWNER

BY: _____ AS: _____

NOTARIAL CERTIFICATE

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF _____, 20_____.

BY: _____ AS: _____

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

COMMUNITY DEVELOPMENT DIRECTOR

DIRECTOR OF COMMUNITY DEVELOPMENT _____ DATE _____

PLANNING COMMISSION RECOMMENDATION

RECOMMENDED / NOT RECOMMENDED BY THE CITY OF GREELEY PLANNING COMMISSION, THIS _____ DAY

OF _____, 20_____.

CITY COUNCIL APPROVAL

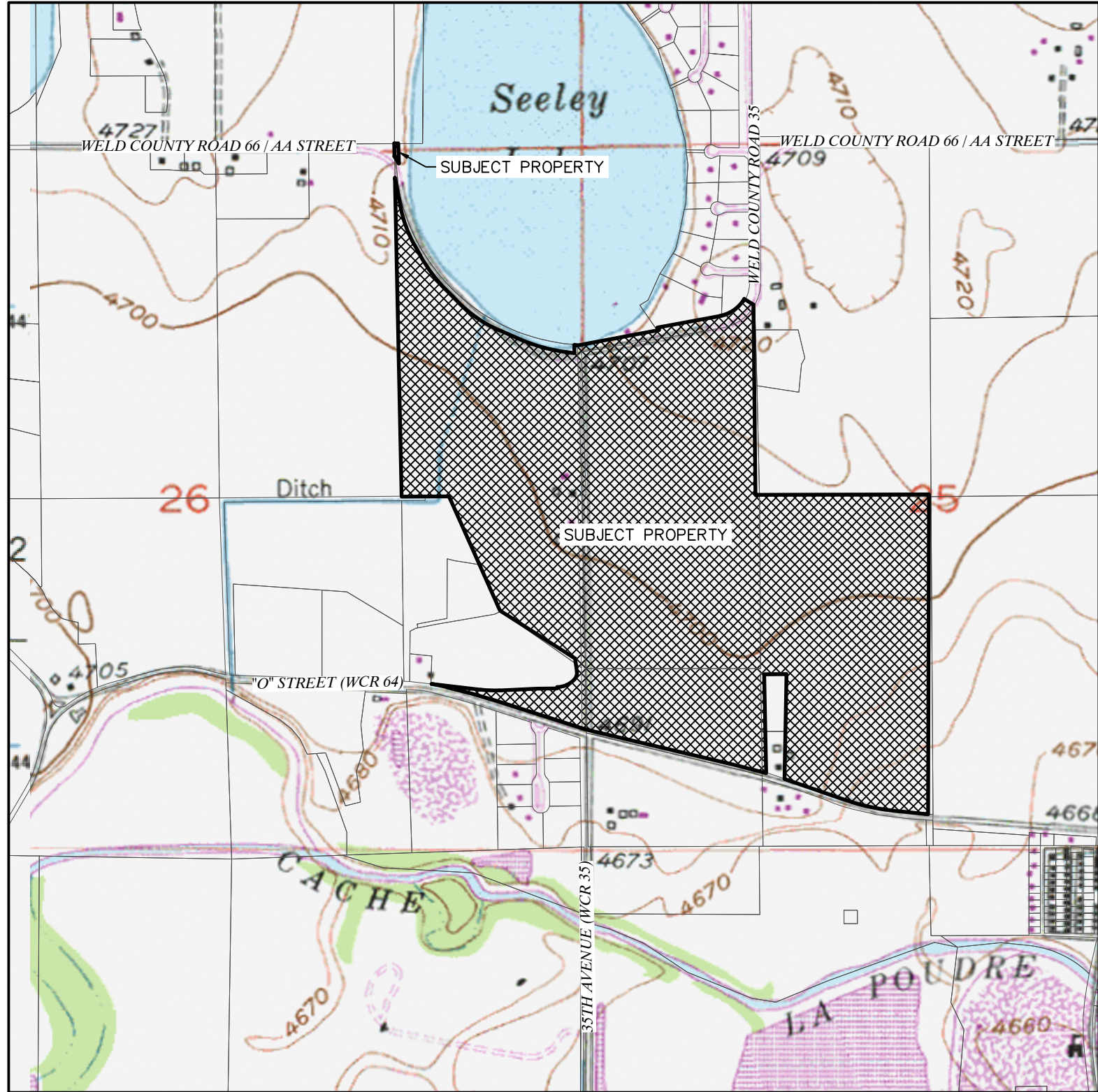
APPROVED BY THE GREELEY CITY COUNCIL ON THIS _____ DAY OF _____, 20_____.

INTENT STATEMENT:

THE INTENT OF THIS REZONING IS TO TRANSFER THE EXISTING WELD COUNTY R-1 (LOW-DENSITY RESIDENTIAL) ZONE DISTRICT TO CITY OF GREELEY H-A (HOLDING-AGRICULTURE) ZONE DISTRICT.

REZONING DEVELOPMENT STANDARD NOTES:

- APPROVAL OF SITE CONSTRUCTION PLANS BY THE CITY OF GREELEY SHALL BE REQUIRED (AS APPLICABLE) PRIOR TO ISSUANCE OF BUILDING PERMITS.
- ALL EXISTING AND PROPOSED UTILITIES SHALL BE INSTALLED UNDERGROUND.
- 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).
- ALL ELEVATIONS SHOWN ON THESE PLANS ARE TIED TO NAVD 88 DATUM.



VICINITY MAP
SCALE - 1"=1000'

VICINITY LEGEND

	GIS PARCEL LINES
	SUBJECT PROPERTY

PAGE INDEX	
PAGE NUMBER	PAGE TITLE
1	COVER PAGE
2	PROJECT BOUNDARY MAP
3	EXISTING CONDITIONS & SITE ANALYSIS MAP INDEX SHEET
4	EXISTING CONDITIONS & SITE ANALYSIS MAP
5	EXISTING CONDITIONS & SITE ANALYSIS MAP
6	EXISTING CONDITIONS & SITE ANALYSIS MAP
7	EXISTING CONDITIONS & SITE ANALYSIS MAP
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12	EXISTING CONDITIONS & SITE ANALYSIS MAP
13	EXISTING CONDITIONS & SITE ANALYSIS MAP
14	EXISTING CONDITIONS & SITE ANALYSIS MAP
15	EXISTING CONDITIONS & SITE ANALYSIS MAP

LANDOWNER:

UNION COLONY INVESTORS LLC
C/O COTTONWOOD MANAGEMENT
2313 17TH STREET
GREELEY, CO 80634

DEVELOPER

BAESSLER HOMES
ATTN: MELISSA WHEELER
33105 COUNTY ROAD 33
GREELEY, CO 80634
970.702.2012

SURVEYOR

LAT40, INC.
ATTN: BRIAN BRINKMAN
6250 W. 10TH STREET, UNIT 2
GREELEY, CO 80634
970.515.5294



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS		COVER SHEET		
DESCRIPTION:	DATE:	WILLOW VISTA REZONING S.25 & 26, T.6N., R.66W.		
ADDRESS COMMENTS & UPDATE BOUNDARY SR	12/20/2024	BAESSLER DEVELOPMENT, LLC		
UPDATE TOPO SURFACE SR	01/08/2025			
ADDRESS COMMENTS & UPDATE BOUNDARY SR	04/15/2025			
		DRAWN BY: BTB	SCALE: AS SHOWN	DATE: 9/18/2024
		CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 1 OF 15

SHEET SIZE: 24X36

WILLOW VISTA ZONING

PART OF SECTIONS 25 & 26, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

222.40 ACRES

PROJECT NUMBER: ZON2024-0006

PROPERTY DESCRIPTION — WILLOW VISTA ZONING

AN AREA OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) AND THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4) OF SECTION TWENTY-SIX (26) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.), TOGETHER WITH A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2NW1/4) AND THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 26 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19858 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 26 A DISTANCE OF 1745.20 TO THE POINT OF BEGINNING;

THENCE NORTH 70°33'44" WEST A DISTANCE OF 32.03 FEET TO THE SOUTH LINE OF THAT AREA OF LAND DESCRIBED IN RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 8, 2021 AT RECEPTION NUMBER 4753766 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND NORTHERLY LINES OF SAID RIGHT-OF-WAY DEDICATION BY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

THENCE NORTH 72°16'19" WEST A DISTANCE OF 666.69 FEET TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 202.00 FEET, SAID CURVE HAS A RADIUS OF 3436.95 FEET, A DELTA ANGLE OF 03°22'03", AND IS SUBTENDED BY A CHORD BEARING NORTH 74°01'46" WEST A DISTANCE OF 201.97 FEET;

THENCE NORTH 75°30'21" WEST A DISTANCE OF 185.48 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 115.09 FEET, SAID CURVE HAS A RADIUS OF 1421.58 FEET, A DELTA ANGLE OF 04°38'18", AND IS SUBTENDED BY A CHORD BEARING NORTH 78°07'58" WEST A DISTANCE OF 115.06 FEET;

THENCE SOUTH 83°21'20" EAST A DISTANCE OF 369.32 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 141.63 FEET, SAID CURVE HAS A RADIUS OF 880.00 FEET, A DELTA ANGLE OF 09°13'17", AND IS SUBTENDED BY A CHORD BEARING SOUTH 87°57'59" EAST A DISTANCE OF 141.48 FEET;

THENCE NORTH 87°25'23" EAST A DISTANCE OF 279.38 FEET;

THENCE NORTH 88°57'02" EAST A DISTANCE OF 148.75 FEET;

THENCE NORTH 01°02'58" WEST A DISTANCE OF 10.00 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 143.51 FEET, SAID CURVE HAS A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 45°40'49", AND IS SUBTENDED BY A CHORD BEARING NORTH 66°06'37" EAST A DISTANCE OF 139.74 FEET TO A POINT OF COMPOUND CURVE (POC);

THENCE ALONG THE ARC OF A COMPOUND CURVE CONCAVE TO THE WEST A DISTANCE OF 61.37 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 50°14'00", AND IS SUBTENDED BY A CHORD BEARING NORTH 18°09'12" EAST A DISTANCE OF 59.42 FEET;

THENCE NORTH 06°57'48" WEST A DISTANCE OF 70.73 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 27.87 FEET, SAID CURVE HAS A RADIUS OF 380.00 FEET, A DELTA ANGLE OF 04°12'09", AND IS SUBTENDED BY A CHORD BEARING NORTH 04°51'43" WEST A DISTANCE OF 27.87 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS TRACT 4 IN QUIT CLAIM DEED RECORDED DECEMBER 30, 1999 AT RECEPTION NO. 2741416 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID TRACT 4 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 57°29'03" WEST A DISTANCE OF 666.88 FEET;

THENCE NORTH 23°58'11" WEST A DISTANCE OF 932.62 FEET TO THE SOUTH LINE OF THE E1/2NE1/4 OF SAID SECTION 26;

THENCE SOUTH 89°37'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 353.20 FEET TO THE SOUTHWEST CORNER SAID E1/2NE1/4;

THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 A DISTANCE OF 2378.57 FEET TO THE SOUTHERLY LINE OF SEELEY LAKE ANNEXATION NO. 3 RECORDED SEPTEMBER 22, 2023 AT RECEPTION NO. 4922120 AND TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE ALONG THE SOUTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 BY THE FOLLOWING NINE (9) COURSES AND DISTANCES:

THENCE SOUTH 11°12'34" EAST A DISTANCE OF 229.40 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 293.19 FEET, SAID CURVE HAS A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 17°40'57", AND IS SUBTENDED BY A CHORD BEARING SOUTH 20°03'02" EAST A DISTANCE OF 292.02 FEET;

THENCE SOUTH 28°53'31" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 91.07 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 324.93 FEET, SAID CURVE HAS A RADIUS OF 1175.00 FEET, A DELTA ANGLE OF 15°50'39", AND IS SUBTENDED BY A CHORD BEARING SOUTH 36°48'51" EAST A DISTANCE OF 323.89 FEET;

THENCE SOUTH 44°44'09" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 129.26 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 375.75 FEET, SAID CURVE HAS A RADIUS OF 980.00 FEET, A DELTA ANGLE OF 21°58'05", AND IS SUBTENDED BY A CHORD BEARING SOUTH 55°43'12" EAST A DISTANCE OF 373.45 FEET;

THENCE SOUTH 66°42'15" EAST A DISTANCE OF 174.76 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 351.84 FEET, SAID CURVE HAS A RADIUS OF 1230.00 FEET, A DELTA ANGLE OF 16°23'22", AND IS SUBTENDED BY A CHORD BEARING SOUTH 74°53'56" EAST A DISTANCE OF 350.64 FEET;

THENCE SOUTH 83°05'37" EAST A DISTANCE OF 57.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°22'10" WEST ALONG THE NORTHERLY PROLONGATION OF THE SAID WEST LINE A DISTANCE OF 60.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

THENCE SOUTH 86°02'39" EAST A DISTANCE OF 30.04 FEET;

THENCE NORTH 79°22'13" EAST A DISTANCE OF 611.56 FEET;

THENCE NORTH 35°40'39" WEST A DISTANCE OF 22.08 FEET;

THENCE NORTH 79°22'13" EAST A DISTANCE OF 476.27 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 225.52 FEET, SAID CURVE HAS A RADIUS OF 265.00 FEET, A DELTA ANGLE OF 48°45'33", AND IS SUBTENDED BY A CHORD BEARING NORTH 54°59'27" EAST A DISTANCE OF 218.77 FEET;

THENCE SOUTH 59°23'19" EAST A DISTANCE OF 80.00 FEET TO THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 25;

THENCE SOUTH 00°36'40" EAST ALONG SAID EAST LINE A DISTANCE OF 1419.27 FEET TO THE SOUTHEAST CORNER OF SAID W1/2NW1/4;

THENCE NORTH 89°48'54" EAST ALONG THE NORTH LINE OF THE E1/2SW1/4 OF SAID SECTION 25 A DISTANCE OF 1292.55 FEET TO THE EAST LINE OF THE E1/2SW1/4 OF SAID SECTION 25;

THENCE SOUTH 00°09'33" WEST ALONG SAID EAST LINE A DISTANCE OF 2384.66 FEET TO THE NORTHERLY LINE OF NORTH POUDRE THIRD ANNEXATION RECORDED JUNE 1, 1982 AT RECEPTION NO. 1893288;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

THENCE NORTH 84°11'41" WEST A DISTANCE OF 140.20 FEET;

THENCE NORTH 83°41'51" WEST A DISTANCE OF 117.83 FEET;

THENCE NORTH 82°40'36" WEST A DISTANCE OF 53.88 FEET;

THENCE NORTH 81°54'50" WEST A DISTANCE OF 44.11 FEET;

THENCE NORTH 79°31'53" WEST A DISTANCE OF 99.29 FEET;

THENCE NORTH 76°43'57" WEST A DISTANCE OF 39.23 FEET;

THENCE NORTH 74°22'29" WEST A DISTANCE OF 40.06 FEET;

THENCE NORTH 72°18'17" WEST A DISTANCE OF 116.09 FEET;

THENCE NORTH 70°55'50" WEST A DISTANCE OF 226.98 FEET;

THENCE NORTH 70°54'29" WEST A DISTANCE OF 229.11 FEET TO THE EAST LINE OF LOT A, RE-4865 RECORDED JANUARY 14, 2009 AT RECEPTION NO. 3599465;

PROPERTY DESCRIPTION CONTINUED — WILLOW VISTA ZONING

THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID LOT A, RE-4865 BY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE NORTH 01°07'12" EAST A DISTANCE OF 781.84 FEET;

THENCE SOUTH 89°29'42" WEST A DISTANCE OF 167.62 FEET;

THENCE SOUTH 01°09'18" EAST A DISTANCE OF 735.78 FEET TO THE NORTHERLY LINE OF SAID NORTH POUDRE THIRD ANNEXATION;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE NORTH 75°15'33" WEST A DISTANCE OF 221.20 FEET;

THENCE NORTH 76°37'18" WEST A DISTANCE OF 1157.63 FEET TO THE WEST LINE OF THE SW1/4 OF SAID SECTION 25 AND TO THE POINT OF BEGINNING.

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE NORTH 75°15'33" WEST A DISTANCE OF 221.20 FEET;

THENCE NORTH 76°37'18" WEST A DISTANCE OF 1157.63 FEET TO THE WEST LINE OF THE SW1/4 OF SAID SECTION 25 AND TO THE POINT OF BEGINNING.

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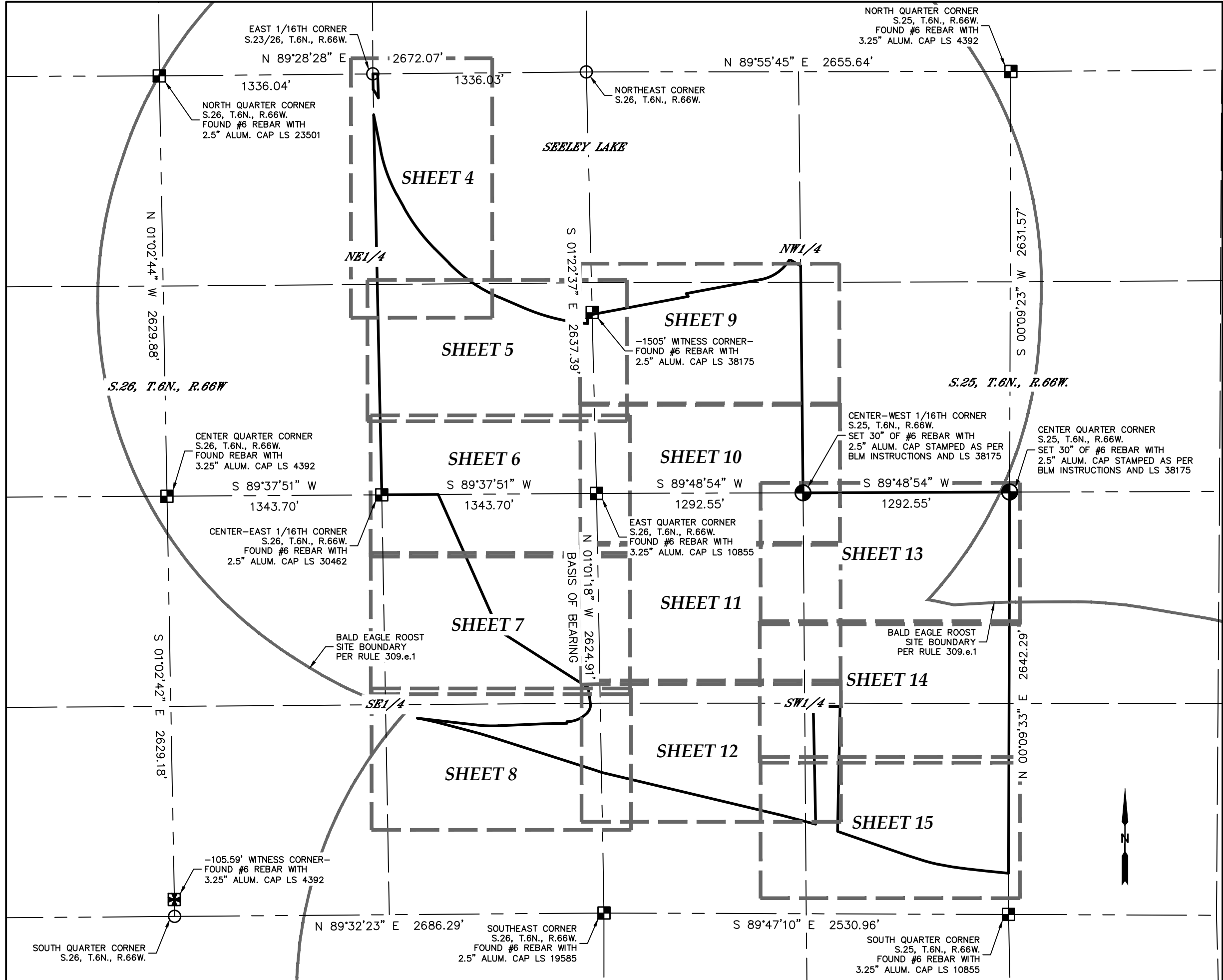
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WILLOW VISTA ZONING

PART OF SECTIONS 25 & 26, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
222.40 ACRES
PROJECT NUMBER: ZON2024-0006

LEGEND

	SECTION LINE		ALIQUOT MONUMENT AS DESCRIBED
	SECTION LINE FRACTIONAL		FOUND MONUMENT AS DESCRIBED
	PROJECT BOUNDARY AREA		FOUND #4 REBAR WITH BLUE PLASTIC CAP LS 38175
	ADJACENT PARCEL LINE		CALCULATED POSITION
	RIGHT-OF-WAY LINE		CLEAN OUT
	EASEMENT LINE		STORM DRAIN MANHOLE
	EXISTING CONTOUR		WATER VALVE
	EXISTING CONTOUR INDEX		SPIGOT
	WATER LINE		WATER WELL
	GAS LINE		IRRIGATION VALVE
	TELEPHONE LINE		IRRIGATION MANHOLE
	UNDERGROUND ELECTRIC		TELEPHONE PEDESTAL
	OVERHEAD UTILITY		TELEPHONE MANHOLE
	FIBER OPTIC LINE		TELEPHONE MARKER
	FENCE		FIBER OPTIC PEDESTAL
	FLOWLINE		FIBER OPTIC MARKER
	FLOOD ZONE BOUNDARY		FIBER OPTIC VAULT
	BALD EAGLE ROOST SITE BOUNDARY (RULE 309.e.1)		ELECTRIC PEDESTAL
	CURRENT LIMITS OF THE CITY OF GREELEY		ELECTRIC METER
	CONCRETE		ELECTRIC MANHOLE
	ASPHALT		ELECTRIC SERVICE
	GRAVEL		POWER POLE
	BUILDING		GUY WIRE
	WALL		LIGHT POLE
	BRIDGE		PROPANE TANK
	WETLANDS LAKE (USFWS GIS)		WELL HEAD
	WETLANDS RIVERINE (USFWS GIS)		PLUGGED & ABANDONED WELL
			STEEL POST
			BOLLARD
			GATE
			SIGN
			REFLECTOR POST
			SLOPE ARROW
			CONIFEROUS TREE
			DECIDUOUS TREE
			TREE CLUSTER



EXISTING CONDITIONS & SITE ANALYSIS MAP
SHEET INDEX

SCALE - 1"=600'

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING
C1	202.00'	3436.95'	03°22'03"	N 74°01'46" W
C2	115.09'	1421.58'	04°38'19"	N 78°07'59" W
C3	141.63'	880.00'	09°13'17"	S 87°57'59" E
C4	143.51'	180.00'	45°40'49"	N 66°06'37" E
C5	61.37'	70.00'	50°14'00"	N 18°09'12" E
C6	27.87'	380.00'	04°51'43"	N 04°51'43" W
C7	293.19'	950.00'	17°40'57"	S 20°03'02" E
C8	324.93'	1175.00'	15°50'39"	S 36°48'51" E
C9	375.75'	980.00'	21°58'05"	S 55°43'12" E
C10	351.94'	1230.00'	16°23'22"	S 74°53'56" E
C11	225.52'	265.00'	48°45'33"	N 54°59'27" E
C12	61.97'	318.00'	11°09'54"	N 31°48'04" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 70°33'44" W	32.03'
L2	N 75°30'21" W	185.48'
L3	S 83°21'20" E	369.32'
L4	N 87°25'23" E	279.38'
L5	N 88°57'02" E	148.75'
L6	N 01°02'58" W	10.00'
L7	N 06°57'48" W	70.73'
L8	S 11°12'34" E	229.40'
L9	S 28°53'31" E	91.07'
L10	S 44°44'09" E	129.26'
L11	S 66°42'15" E	174.76'
L12	S 83°05'02" E	57.54'
L13	N 01°22'10" W	60.63'
L14	S 86°02'39" E	30.04'
L15	N 35°40'39" W	22.08'
L16	N 79°42'13" E	476.27'
L17	S 59°23'19" E	80.00'
L18	N 84°11'41" W	140.20'
L19	N 83°41'51" W	117.83'
L20	N 82°40'36" W	53.88'
L21	N 81°34'50" W	44.11'
L22	N 79°31'53" W	99.29'
L23	N 76°43'53" W	39.23'
L24	N 74°22'29" W	40.06'
L25	N 72°18'17" W	116.09'
L26	N 70°35'50" W	226.98'
L27	N 70°54'29" W	229.11'
L28	S 89°29'42" W	167.62'
L29	N 75°15'33" W	221.20'
L30	N 01°12'41" W	97.26'
L31	N 89°28'28" E	30.01'
L32	S 01°46'31" E	150.17'

SURVEYOR'S NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATE SHOWN HEREON. (13-80-105 C.R.S.)

2. BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, T.6., R.66W., AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19585 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
ADDRESS COMMENTS & UPDATE BOUNDARY SR	12/20/2024
UPDATE TOPO SURFACE SR	01/08/2025
ADDRESS COMMENTS & UPDATE BOUNDARY SR	04/15/2025

EXISTING CONDITIONS & SITE ANALYSIS MAP
INDEX SHEET
WILLOW VISTA REZONING
S.25 & 26, T.6N., R.66W.
BAESSLER DEVELOPMENT, LLC

DRAWN BY: BTB	SCALE: AS SHOWN	DATE: 9/18/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 3 OF 15

SHEET SIZE: 24X36

WILLOW VISTA ZONING

PART OF SECTIONS 25 & 26, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
222.40 ACRES
PROJECT NUMBER: ZON2024-0006

FLOOD ZONE A
FIRM NO. 4008
EFFECTIVE: 11/25/2023

SEELY LAKE
LOT C, RE-5061
COUNTY ZONING: R-1
USE: AGRICULTURE

SEELY LAKE ANNEXATION NO. 1
REC. NO. 402125

SEELY LAKE ANNEXATION NO. 5
REC. NO. 402123

LOT B, RE-5061
COUNTY ZONING: R-1
USE: AGRICULTURE

SEELY LAKE ANNEXATION NO. 4
REC. NO. 402122

LOT D, RE-5012
COUNTY ZONING: R-1
USE: AGRICULTURE

LOT B, AMBECTUS LAKE
COUNTY ZONING: R-1
USE: AGRICULTURE

KUSLER-AMEN 1-26

ST. PAUL WELL STRUCK RPD
CITY OF GREELEY CODE 34-11-2
WITH 2014 AMENDMENT 100-1-2014

INTD FLOWLINE (75% RPD
PER WELD COUNTY 05 SURV.

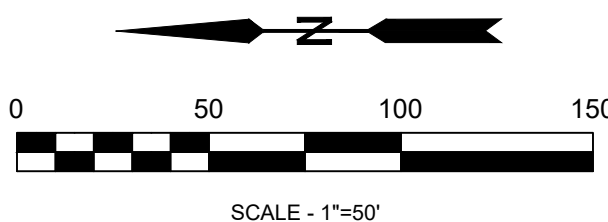
SEELY LAKE EASEMENT
CITY OF GREELEY AND LAND COMPANY
REC. NO. 402124

MATCH LINE SHEET 4 OF 15

MATCH LINE SHEET 3 OF 15

N 01°12'41" W 2378.57'

SHEET SIZE: 24X36



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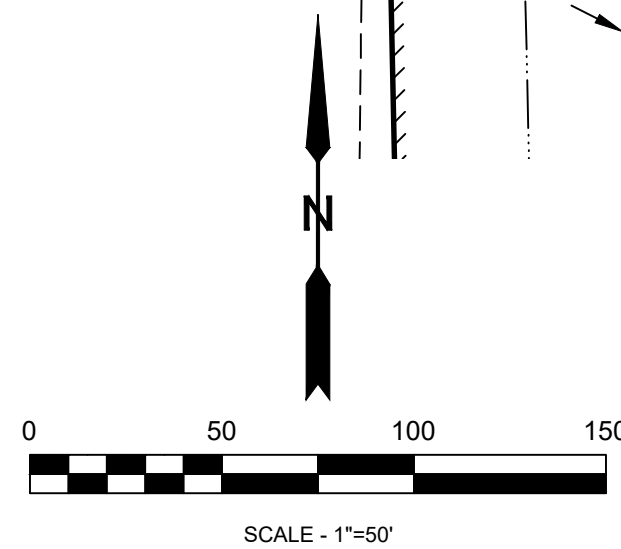
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EXISTING CONDITIONS & SITE ANALYSIS MAP

WILLOW VISTA REZONING
S.25 & 26, T.6N., R.66W.

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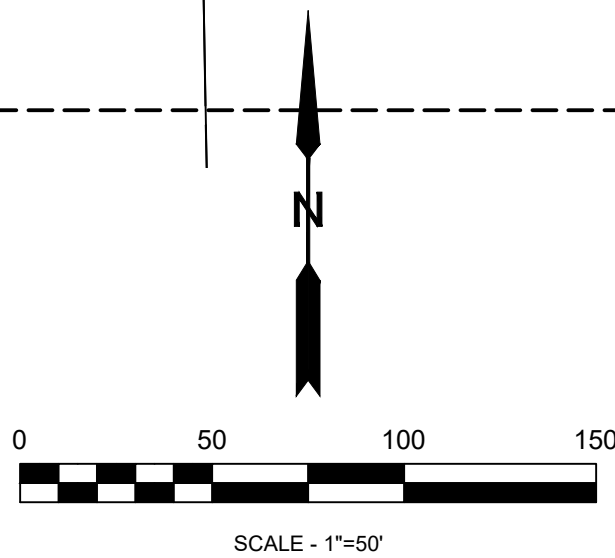
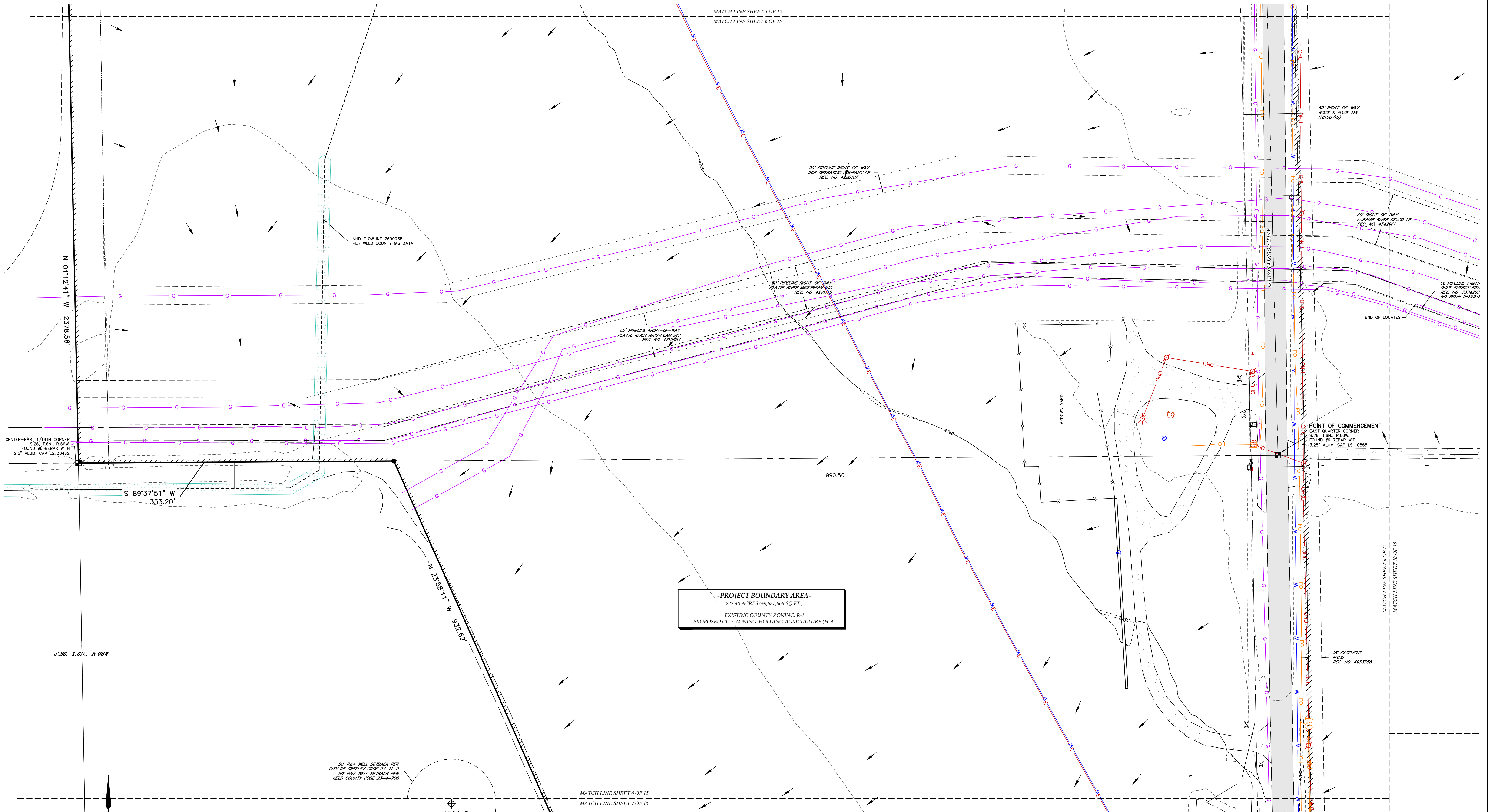
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EXISTING CONDITIONS & SITE ANALYSIS MAP
WILLOW VISTA REZONING
S.25 & 26, T.6N., R.66W.

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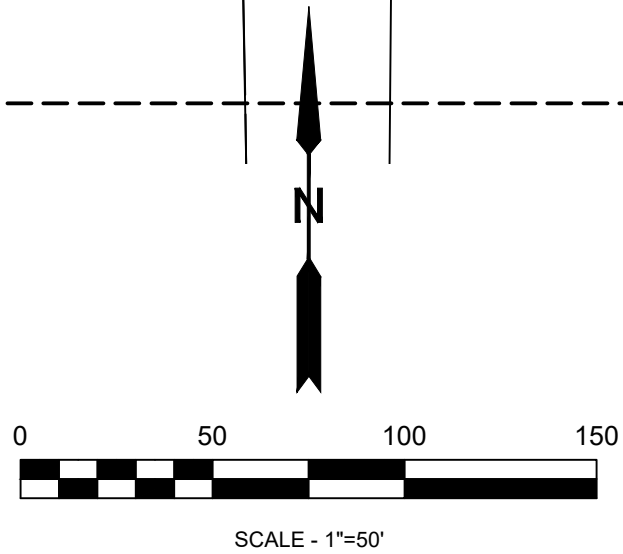
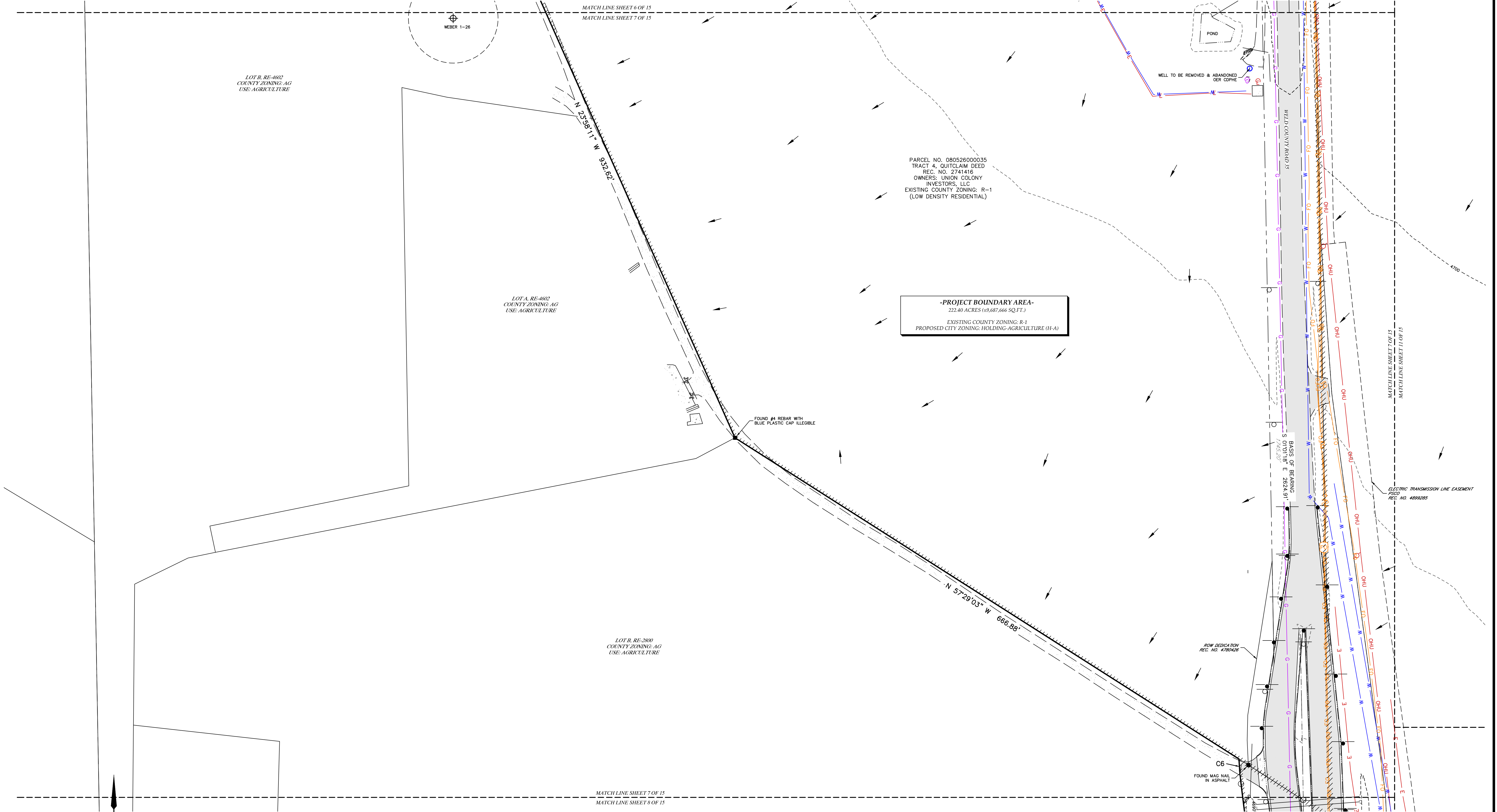
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WILLOW VISTA REZONING
S.25 & 26, T.6N., R.66W.

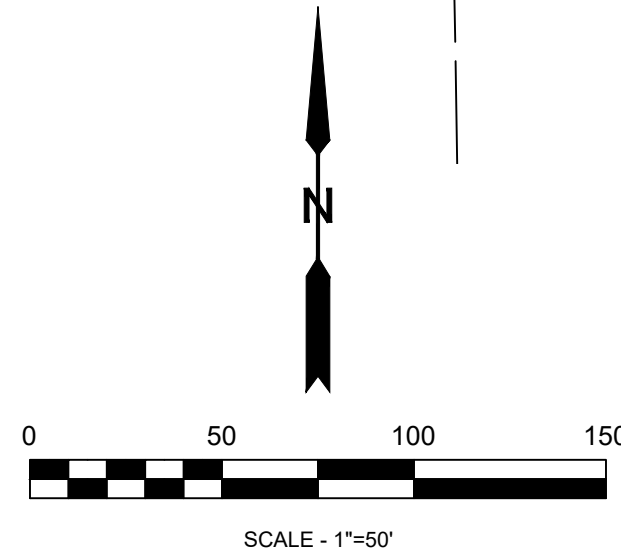
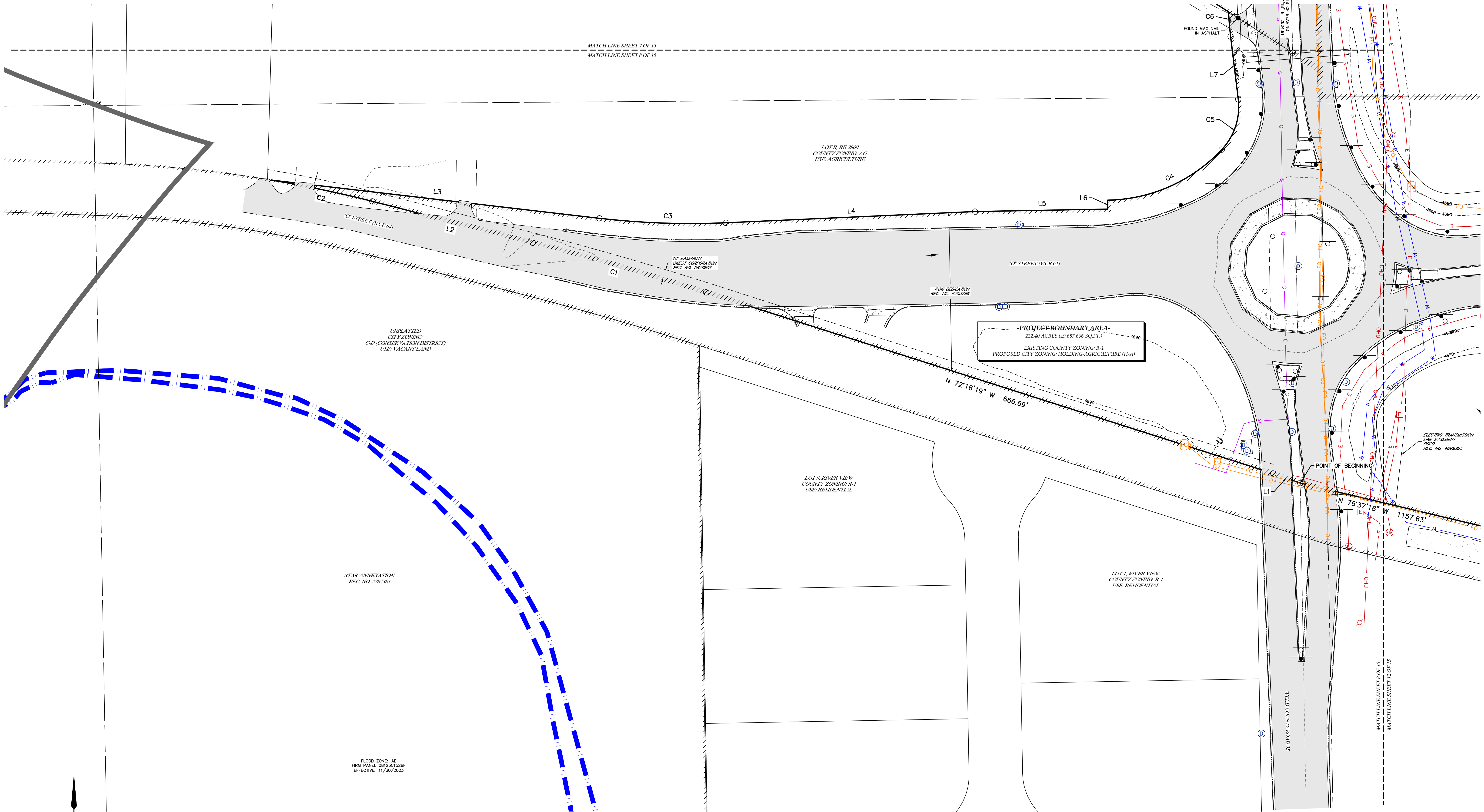
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WILLOW VISTA ZONING

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WILLOW VISTA REZONING
S.25 & 26, T.6N., R.66W.

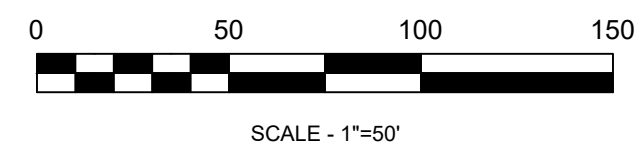
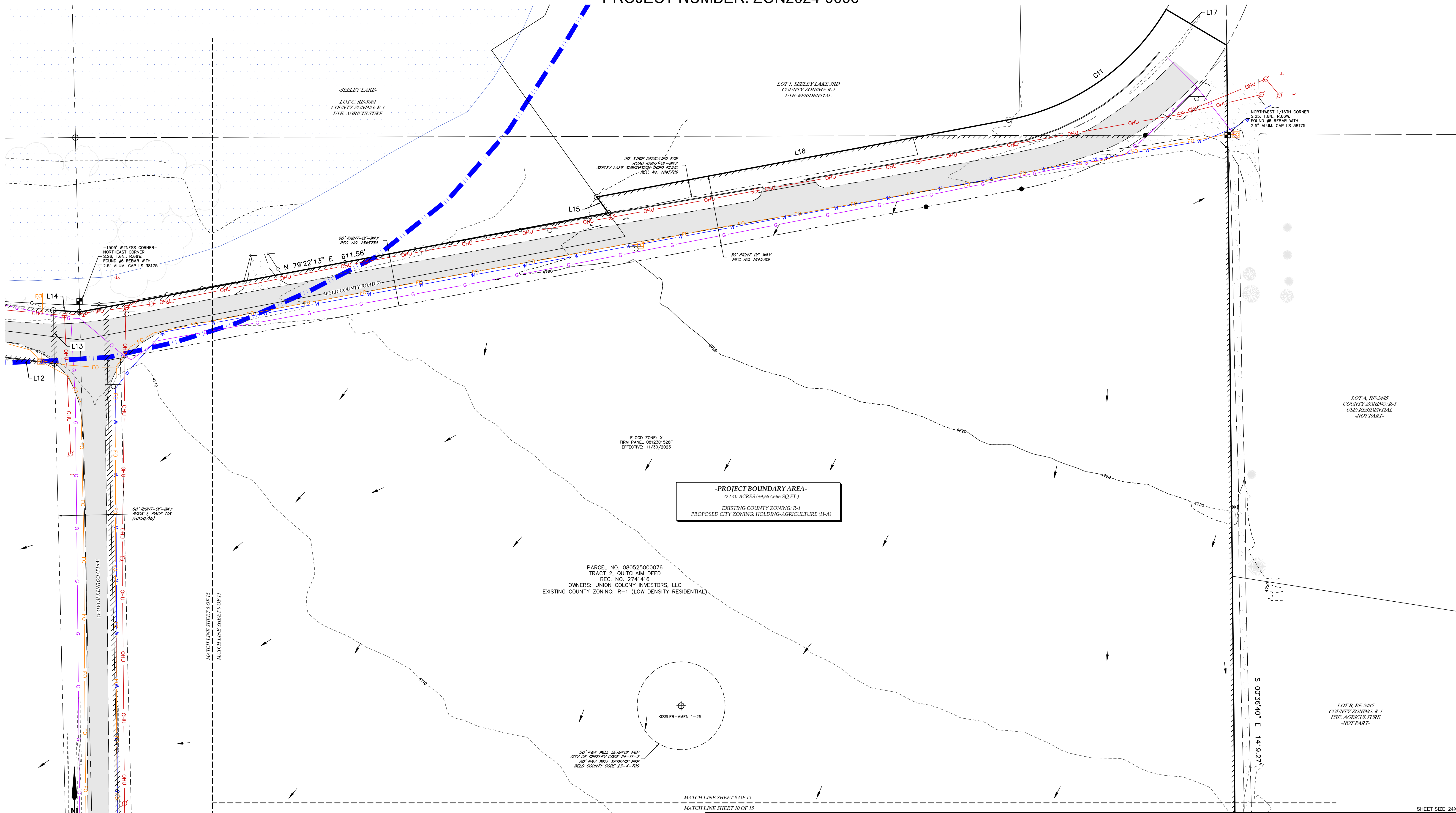
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WILLOW VISTA ZONING

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EXISTING CONDITIONS & SITE ANALYSIS MAP		
WILLOW VISTA REZONING		
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BAESSLER DEVELOPMENT, LLC		
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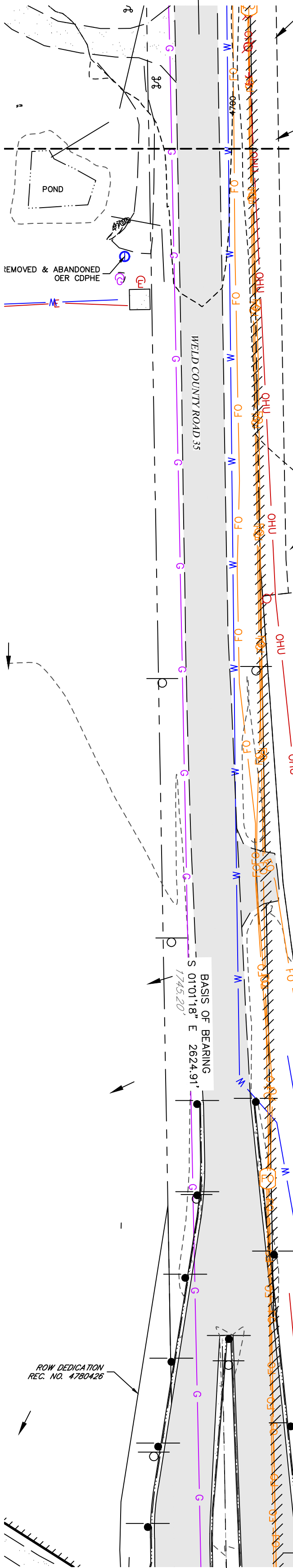
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POINT OF COMMENCEMENT
EAST QUARTER CORNER
S.26, T.6N., R.66W.
FOUND #6 REBAR WITH
3.25" ALUM. CAP LS 10855



-PROJECT BOUNDARY AREA-
222.40 ACRES (+/-687,666 SQ.FT.)
EXISTING COUNTY ZONING: R-1
PROPOSED CITY ZONING: HOLDING-AGRICULTURE (H-A)

PARCEL NO. 080525000076
TRACT 1, QUITCLAIM DEED
REC. NO. 2741416
OWNERS: UNION COLONY INVESTORS, LLC
EXISTING WELD COUNTY ZONING: R-1 (LOW DENSITY RESIDENTIAL)

50' P&M WELL SETBACK PER
CITY OF GREELEY CODE 24-11-2
50' P&M WELL SETBACK PER
WELD COUNTY CODE 23-4-700

1000 13-25

ELECTRIC TRANSMISSION LINE EASEMENT
REC. NO. 4899285

30' PIPELINE RIGHT-OF-WAY
DCP MIDSTREAM LP
REC. NO. 4218080

DIRT FIELD ACCESS

MATCH LINE SHEET 10 OF 15
MATCH LINE SHEET 11 OF 15

MATCH LINE SHEET 11 OF 15
MATCH LINE SHEET 12 OF 15

MATCH LINE SHEET 10 OF 15
MATCH LINE SHEET 11 OF 15

MATCH LINE SHEET 11 OF 15
MATCH LINE SHEET 14 OF 15

SHEET SIZE: 24X36



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
ADDRESS COMMENTS & UPDATE BOUNDARY SR	12/20/2024
UPDATE TOPO SURFACE SR	01/08/2025
ADDRESS COMMENTS & UPDATE BOUNDARY SR	04/15/2025

EXISTING CONDITIONS & SITE ANALYSIS MAP
WILLOW VISTA REZONING
S.25 & 26, T.6N., R.66W.

BAESSLER DEVELOPMENT, LLC

DRAWN BY: BTB	SCALE: AS SHOWN	DATE: 9/18/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 11 OF 15

PART OF SECTIONS 25 & 26, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
222.40 ACRES
PROJECT NUMBER: ZON2024-0006



LAT40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS		
DESCRIPTION:		DATE:
ADDRESS COMMENTS & UPDATE BOUNDARY	SR	12/20/2024
UPDATE TOPO SURFACE	SR	01/08/2025
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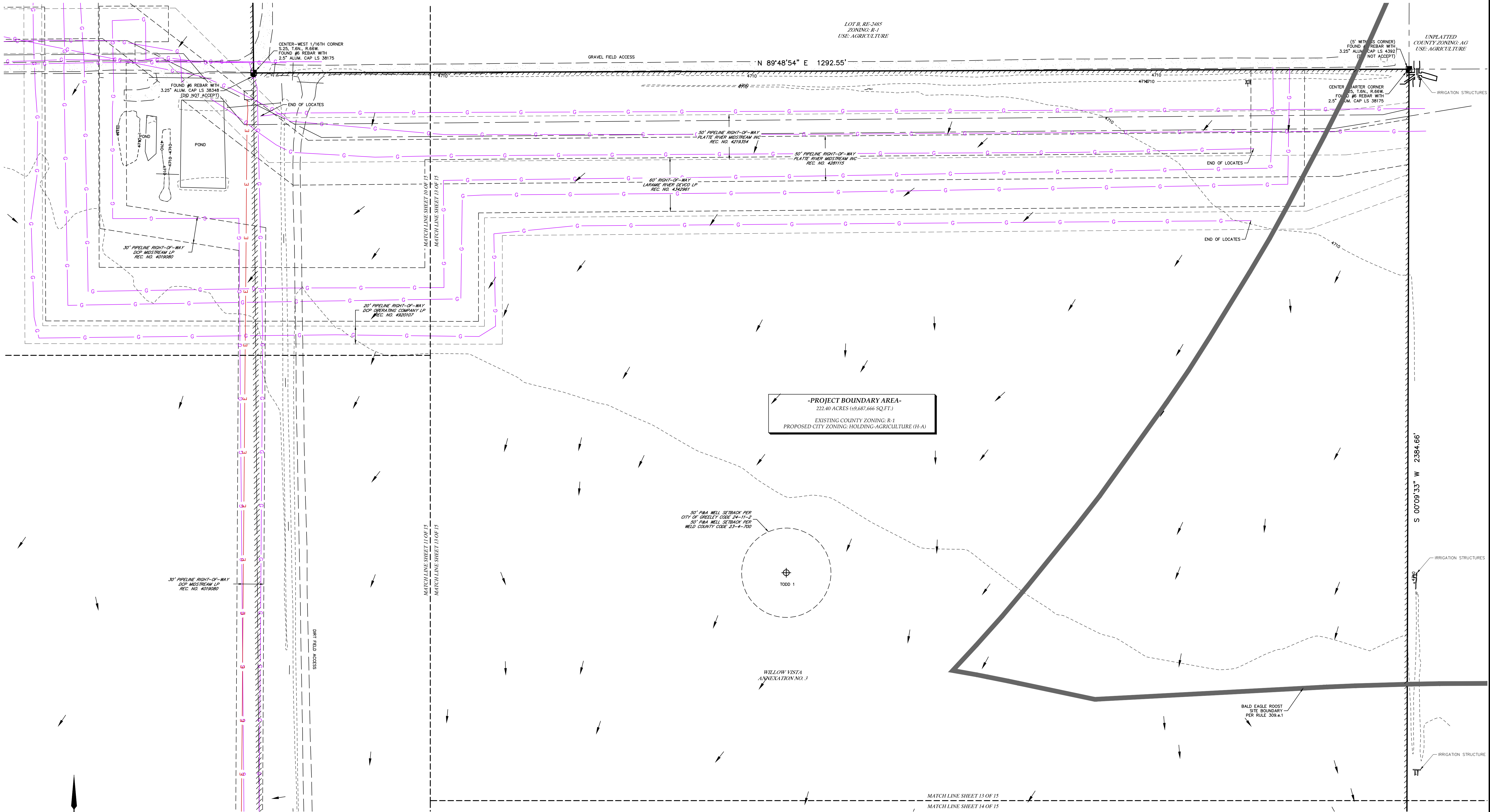
WILLOW VISTA REZONING
S.25 & 26, T.6N., R.66W.

BAESSLER DEVELOPMENT, LLC

DRAWN BY: BTB	SCALE: AS SHOWN	DATE: 9/18/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 12 OF 15

WILLOW VISTA ZONING

PART OF SECTIONS 25 & 26, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
222.40 ACRES
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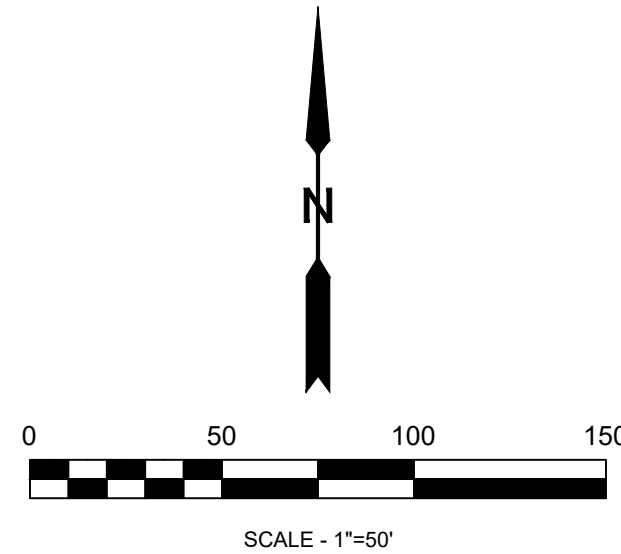
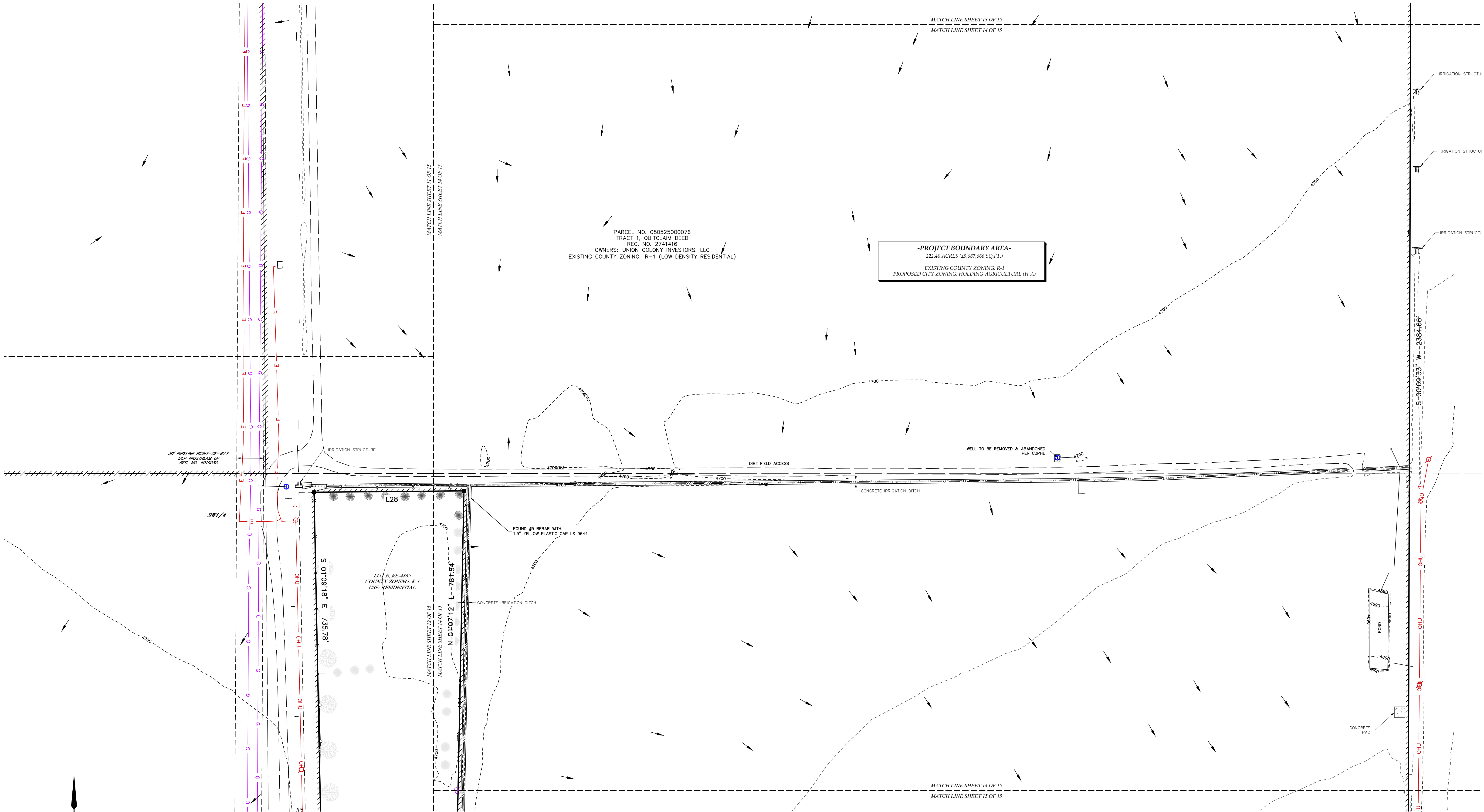
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REVISIONS	
DESCRIPTION:	DATE:
ADDRESS COMMENTS & UPDATE BOUNDARY SR	12/20/2024
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ADDRESS COMMENTS & UPDATE BOUNDARY SR	04/15/2025

EXISTING CONDITIONS & SITE ANALYSIS MAP		
WILLOW VISTA REZONING S.25 & 26, T.6N., R.66W.		
BAESSLER DEVELOPMENT, LLC		
DRAWN BY: BTB	SCALE: AS SHOWN	DATE: 9/18/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 13 OF 15

WILLOW VISTA ZONING

PART OF SECTIONS 25 & 26, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
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EXISTING CONDITIONS & SITE ANALYSIS MAP
WILLOW VISTA REZONING
S.25 & 26, T.6N., R.66W.

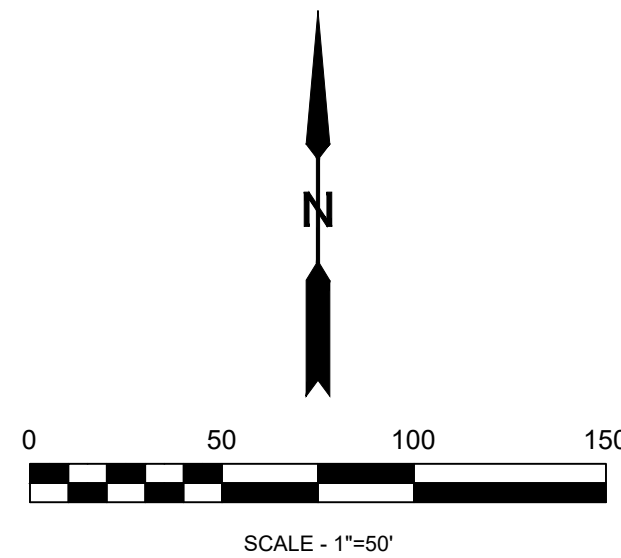
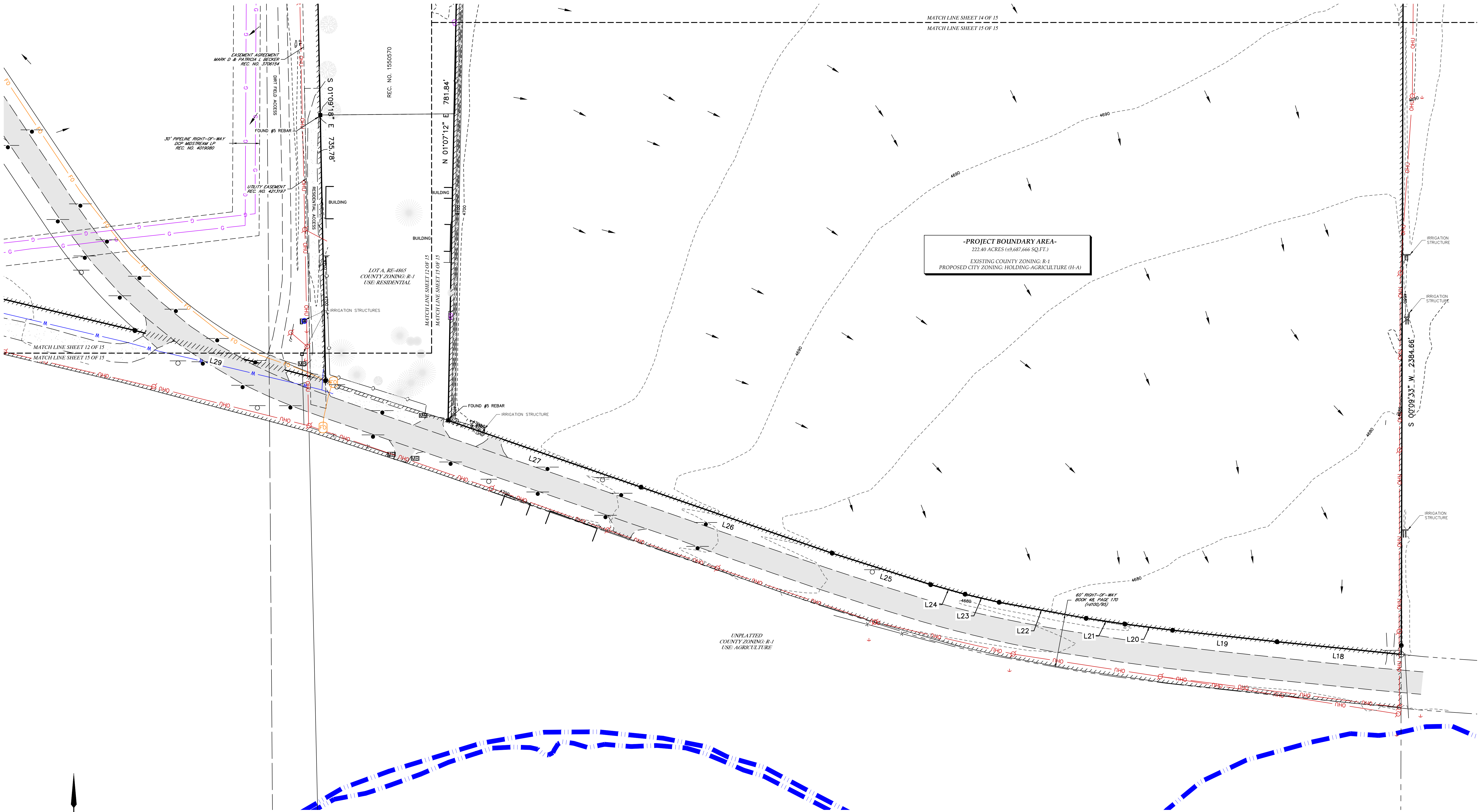
BAESSLER DEVELOPMENT, LLC

DRAWN BY: BTB	SCALE: AS SHOWN	DATE: 9/18/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 14 OF 15

SHEET SIZE: 24X36

WILLOW VISTA ZONING

PART OF SECTIONS 25 & 26, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO
222.40 ACRES
PROJECT NUMBER: ZON2024-0006



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EXISTING CONDITIONS & SITE ANALYSIS MAP
WILLOW VISTA REZONING
S.25 & 26, T.6N., R.66W.

BAESSLER DEVELOPMENT, LLC

DRAWN BY: BTB	SCALE: AS SHOWN	DATE: 9/18/2024
CHECKED BY: BTB	PROJECT #: 2024160	SHEET: 15 OF 15

SHEET SIZE: 24X36

EXHIBIT A
LEGAL DESCRIPTION

PROPERTY DESCRIPTION – WILLOW VISTA REZONE

AN AREA OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E1/2NE1/4) AND THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2SE1/4) OF SECTION TWENTY-SIX (26) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.), TOGETHER WITH A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2NW1/4) AND THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-FIVE (25) TOWNSHIP SIX NORTH (T.6N.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 AND ASSUMING THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 26 AS MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 10855 AT THE NORTH END AND A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 19858 AT THE SOUTH END, AS BEARING SOUTH 01°01'18" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2624.91 FEET, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 01°01'18" EAST ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 26 A DISTANCE OF 1745.20 TO THE **POINT OF BEGINNING**;

THENCE NORTH 70°33'44" WEST A DISTANCE OF 32.03 FEET TO THE SOUTH LINE OF THAT AREA OF LAND DESCRIBED IN RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 8, 2021 AT RECEPTION NUMBER 4753766 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND NORTHERLY LINES OF SAID RIGHT-OF-WAY DEDICATION BY THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

THENCE NORTH 72°16'19" WEST A DISTANCE OF 666.69 FEET TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 202.00 FEET, SAID CURVE HAS A RADIUS OF 3436.95 FEET, A DELTA ANGLE OF 03°22'03", AND IS SUBTENDED BY A CHORD BEARING NORTH 74°01'46" WEST A DISTANCE OF 201.97 FEET;

THENCE NORTH 75°30'21" WEST A DISTANCE OF 185.48 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 115.09 FEET, SAID CURVE HAS A RADIUS OF 1421.58 FEET, A DELTA ANGLE OF 04°38'18", AND IS SUBTENDED BY A CHORD BEARING NORTH 78°07'58" WEST A DISTANCE OF 115.06 FEET;

THENCE SOUTH 83°21'20" EAST A DISTANCE OF 369.32 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 141.63 FEET, SAID CURVE HAS A RADIUS OF 880.00 FEET, A DELTA ANGLE OF 09°13'17", AND IS SUBTENDED BY A CHORD BEARING SOUTH 87°57'59" EAST A DISTANCE OF 141.48 FEET;

THENCE NORTH 87°25'23" EAST A DISTANCE OF 279.38 FEET;

THENCE NORTH 88°57'02" EAST A DISTANCE OF 148.75 FEET;

THENCE NORTH 01°02'58" WEST A DISTANCE OF 10.00 FEET TO A POC;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 143.51 FEET, SAID CURVE HAS A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 45°40'49", AND IS SUBTENDED BY A CHORD BEARING NORTH 66°06'37" EAST A DISTANCE OF 139.74 FEET TO A POINT OF COMPOUND CURVE (PCC);

THENCE ALONG THE ARC OF A COMPOUND CURVE CONCAVE TO THE WEST A DISTANCE OF 61.37 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 50°14'00", AND IS SUBTENDED BY A CHORD BEARING NORTH 18°09'12" EAST A DISTANCE OF 59.42 FEET;

THENCE NORTH 06°57'48" WEST A DISTANCE OF 70.73 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 27.87 FEET, SAID CURVE HAS A RADIUS OF 380.00 FEET, A DELTA ANGLE OF 04°12'09", AND IS SUBTENDED BY A CHORD BEARING NORTH 04°51'43" WEST A DISTANCE OF 27.87 FEET TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS TRACT 4 IN QUIT CLAIM DEED RECORDED DECEMBER 30, 1999 AT RECEPTION NO. 2741416 IN THE RECORDS OF WELD COUNTY;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID TRACT 4 BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE NORTH 57°29'03" WEST A DISTANCE OF 666.88 FEET;
THENCE NORTH 23°58'11" WEST A DISTANCE OF 932.62 FEET TO THE SOUTH LINE OF THE E1/2NE1/4 OF SAID SECTION 26;
THENCE SOUTH 89°37'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 353.20 FEET TO THE SOUTHWEST CORNER SAID E1/2NE1/4;
THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 A DISTANCE OF 2378.57 FEET TO THE SOUTHERLY LINE OF SEELEY LAKE ANNEXATION NO. 3 RECORDED SEPTEMBER 22, 2023 AT RECEPTION NO. 4922120 AND TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE ALONG THE SOUTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 BY THE FOLLOWING NINE (9) COURSES AND DISTANCES:

THENCE SOUTH 11°12'34" EAST A DISTANCE OF 229.40 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST A DISTANCE OF 293.19 FEET, SAID CURVE HAS A RADIUS OF 950.00 FEET, A DELTA ANGLE OF 17°40'57", AND IS SUBTENDED BY A CHORD BEARING SOUTH 20°03'02" EAST A DISTANCE OF 292.02 FEET;

THENCE SOUTH 28°53'31" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 91.07 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 324.93 FEET, SAID CURVE HAS A RADIUS OF 1175.00 FEET, A DELTA ANGLE OF 15°50'39", AND IS SUBTENDED BY A CHORD BEARING SOUTH 36°48'51" EAST A DISTANCE OF 323.89 FEET;

THENCE SOUTH 44°44'09" EAST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 129.26 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 375.75 FEET, SAID CURVE HAS A RADIUS OF 980.00 FEET, A DELTA ANGLE OF 21°58'05", AND IS SUBTENDED BY A CHORD BEARING SOUTH 55°43'12" EAST A DISTANCE OF 373.45 FEET;

THENCE SOUTH 66°42'15" EAST A DISTANCE OF 174.76 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 351.84 FEET, SAID CURVE HAS A RADIUS OF 1230.00 FEET, A DELTA ANGLE OF 16°23'22", AND IS SUBTENDED BY A CHORD BEARING SOUTH 74°53'56" EAST A DISTANCE OF 350.64 FEET;

THENCE SOUTH 83°05'37" EAST A DISTANCE OF 57.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE NORTH 01°22'10" WEST ALONG THE NORTHERLY PROLONGATION OF THE SAID WEST LINE A DISTANCE OF 60.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 35 BY THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

THENCE SOUTH 86°02'39" EAST A DISTANCE OF 30.04 FEET;
THENCE NORTH 79°22'13" EAST A DISTANCE OF 611.56 FEET;
THENCE NORTH 35°40'39" WEST A DISTANCE OF 22.08 FEET;
THENCE NORTH 79°22'13" EAST A DISTANCE OF 476.27 FEET TO A POINT OF CURVATURE (PC)
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 225.52 FEET, SAID CURVE HAS A RADIUS OF 265.00 FEET, A DELTA ANGLE OF 48°45'33", AND IS SUBTENDED BY A CHORD BEARING NORTH 54°59'27" EAST A DISTANCE OF 218.77 FEET;

THENCE SOUTH 59°23'19" EAST A DISTANCE OF 80.00 FEET TO THE EAST LINE OF THE W1/2NW1/4 OF SAID SECTION 25;

THENCE SOUTH 00°36'40" EAST ALONG SAID EAST LINE A DISTANCE OF 1419.27 FEET TO THE SOUTHEAST CORNER OF SAID W1/2NW1/4;

THENCE NORTH 89°48'54" EAST ALONG THE NORTH LINE OF THE E1/2SW1/4 OF SAID SECTION 25 A DISTANCE OF 1292.55 FEET TO THE EAST LINE OF THE E1/2SW1/4 OF SAID SECTION 25;

THENCE SOUTH 00°09'33" WEST ALONG SAID EAST LINE A DISTANCE OF 2384.66 FEET TO THE NORTHERLY LINE OF NORTH POUDRE THIRD ANNEXATION RECORDED JUNE 1, 1982 AT RECEPTION NO. 1893288;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING TEN (10) COURSES AND DISTANCES:

THENCE NORTH 84°11'41" WEST A DISTANCE OF 140.20 FEET;
THENCE NORTH 83°41'51" WEST A DISTANCE OF 117.83 FEET;
THENCE NORTH 82°40'36" WEST A DISTANCE OF 53.88 FEET;
THENCE NORTH 81°34'50" WEST A DISTANCE OF 44.11 FEET;
THENCE NORTH 79°31'53" WEST A DISTANCE OF 99.29 FEET;
THENCE NORTH 76°43'57" WEST A DISTANCE OF 39.23 FEET;
THENCE NORTH 74°22'29" WEST A DISTANCE OF 40.06 FEET;
THENCE NORTH 72°18'17" WEST A DISTANCE OF 116.09 FEET;
THENCE NORTH 70°55'50" WEST A DISTANCE OF 226.98 FEET;
THENCE NORTH 70°54'29" WEST A DISTANCE OF 229.11 FEET TO THE EAST LINE OF LOT A, RE-4865 RECORDED JANUARY 14, 2009 AT RECEPTION NO. 3599465;

THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID LOT A. RE-4865 BY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

THENCE NORTH 01°07'12" EAST A DISTANCE OF 781.84 FEET;
THENCE SOUTH 89°29'42" WEST A DISTANCE OF 167.62 FEET;

THENCE SOUTH 01°09'18" EAST A DISTANCE OF 735.78 FEET TO THE NORTHERLY LINE OF SAID NORTH POUDRE THIRD ANNEXATION;

THENCE ALONG SAID NORTHERLY LINE BY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

THENCE NORTH 75°15'33" WEST A DISTANCE OF 221.20 FEET;

THENCE NORTH 76°37'18" WEST A DISTANCE OF 1157.63 FEET TO THE WEST LINE OF THE SW1/4 OF SAID SECTION 25 AND TO THE **POINT OF BEGINNING**.

TOGETHER WITH AN AREA OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID **POINT "A"**:

THENCE NORTH 01°12'41" WEST ALONG THE WEST LINE OF SAID E1/2NE1/4 OF SECTION 26 A DISTANCE OF 157.79 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 01°12'41" WEST ALONG SAID WEST LINE A DISTANCE OF 97.26 FEET TO THE NORTHWEST CORNER OF SAID E1/2NE1/4;

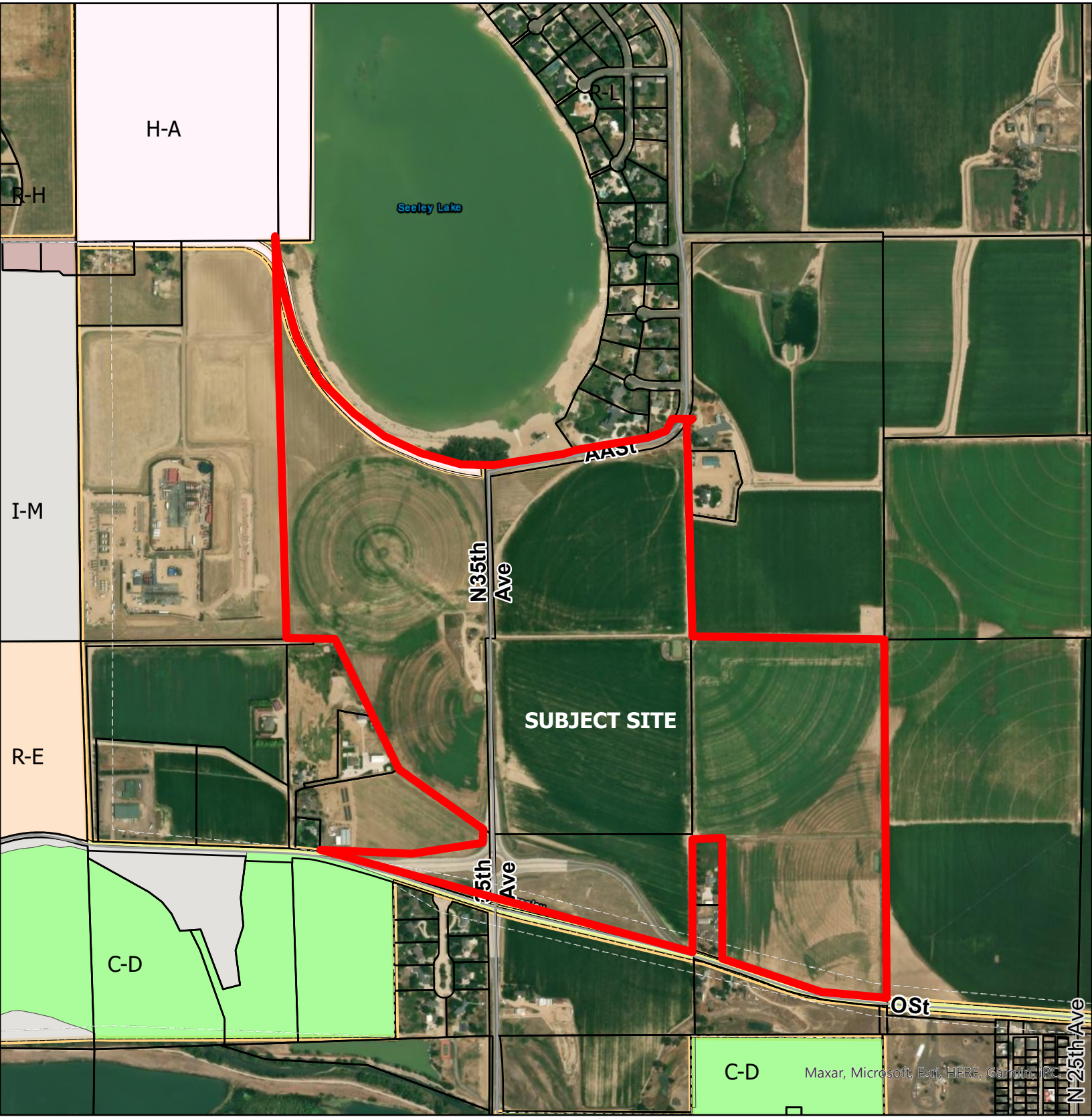
THENCE NORTH 89°28'28" EAST ALONG THE NORTH LINE OF SAID E1/2NE1/4 A DISTANCE OF 30.01 FEET;

THENCE SOUTH 01°46'31" EAST A DISTANCE OF 150.17 FEET THE NORTHERLY LINE OF SAID SEELEY LAKE ANNEXATION NO. 3 AND TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 61.97 FEET, SAID CURVE HAS A RADIUS OF 318.00 FEET, A DELTA ANGLE OF 11°09'54", AND IS SUBTENDED BY A CHORD BEARING NORTH 31°48'04" WEST A DISTANCE OF 61.87 FEET TO THE **POINT OF BEGINNING**;

SAID AREAS OF LAND CONTAIN 222.40 ACRES (+/-9,687,666 SQ.FT.) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

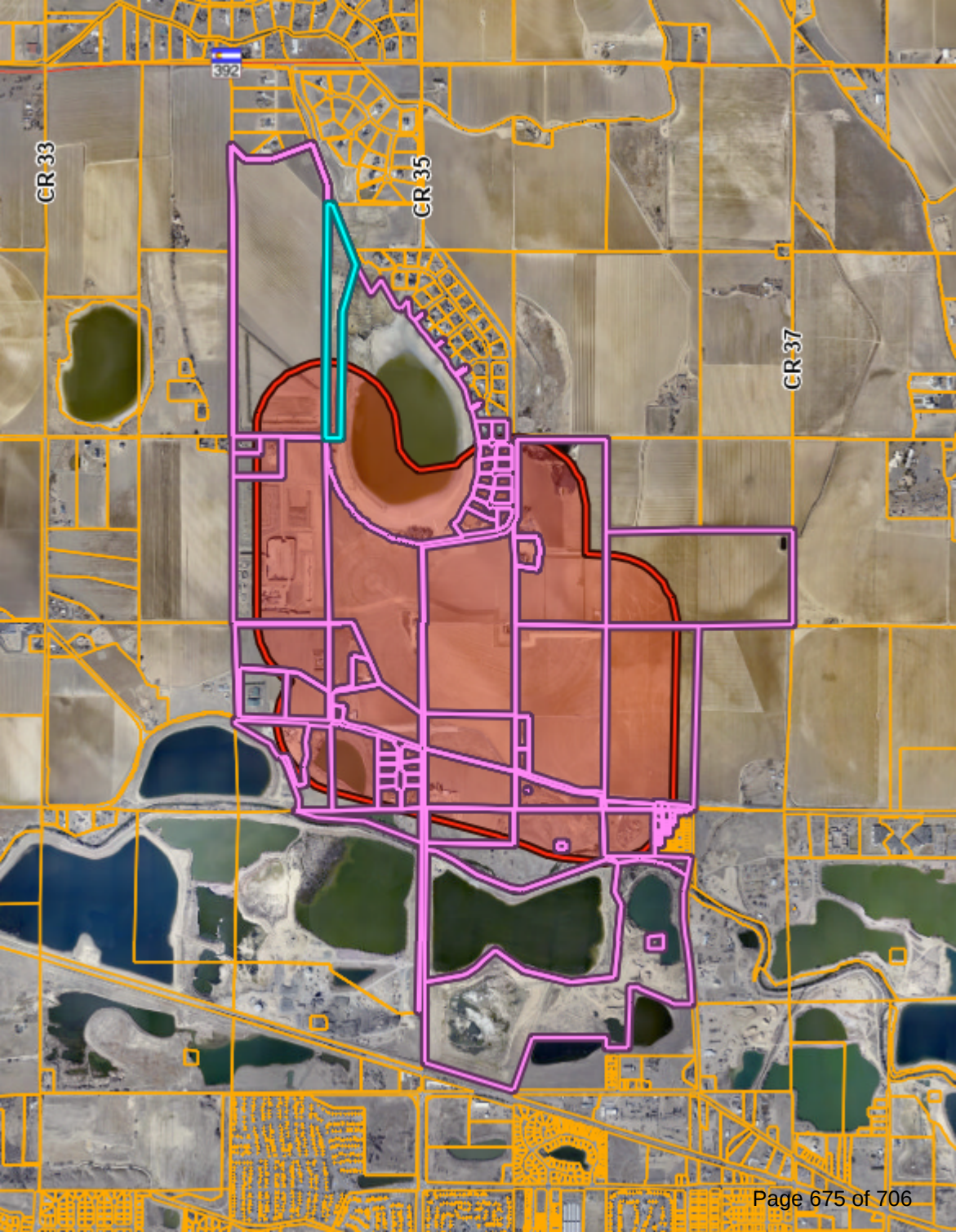
Vicinity & Zoning Map - Willow Vista Annexation and Zoning
ANX2024-0001, ANX2024-0002, ANX2024-0003
ZON2024-0006



Legend

- | | |
|-----------------------------------|--------------------------------|
| Greeley Parcels | Planned Unit Development (PUD) |
| Conservation District (C-D) | Residential Estate (R-E) |
| Holding Agriculture (H-A) | Residential High Density (R-H) |
| Industrial Medium Intensity (I-M) | |





Aaron & Amy Pagel - Pagel Farms LLC

2730 West O Street

Greeley, CO 80631

aaronpagel@hotmail.com

(970) 652-9164

07/15/2025

Planning Commission

1001 11th Avenue

Greeley, CO 8063

Subject: Opposition to Proposed Land Use Change – Willow Vista Annexation No. 1, No. 2, and No. 3 and Willow Vista Establishment of Zoning

Dear Members of the Planning Commission,

I am writing to formally express my strong opposition to the proposed land use change and annexation of 222 acres into the City of Greeley currently under review for Baessler Homes/Meissa Wheeler.

As a resident of this rural community, I am deeply concerned about the far-reaching and irreversible impacts this proposal would have on our quality of life, safety, and traditional land uses. This development threatens to significantly alter the character of the area in the following ways:

1. Increased Traffic Congestion

This area is not designed to handle high volumes of traffic. The proposed development will bring in significantly more vehicles, increasing the risk of accidents and reducing the overall safety and livability of our rural roads. It will also degrade the peaceful and quiet environment that current residents deeply value.

2. Loss of Traditional Land Uses (Hunting and Shooting)

Many residents, myself included, value the ability to safely hunt and engage in responsible shooting on private land. The increased population density and development would place serious restrictions on these lawful, longstanding practices that are an integral part of our rural heritage and lifestyle.

3. Reduction in Productive Farmland

This project would remove a significant amount of land from agricultural use. As the region continues to lose farmland to development, we risk undermining local food systems and eroding our farming traditions. Once the land is developed, it cannot be restored to its original agricultural use.

4. Anticipated Noise Complaints and Legal Conflicts

With an influx of new residents unfamiliar with rural life, we expect to see a rise in complaints about common and accepted rural sounds—such as livestock, tractors, and legal gunfire. This not only puts pressure on existing residents but also risks imposing unfair legal burdens on those simply going about daily life in accordance with rural norms.

5. Destruction of Rural Lifestyle

One of the primary reasons people choose to live outside city limits is for the quiet, self-reliant, and spacious lifestyle. This proposed development threatens to turn our rural area into a suburban extension of the city, with all the accompanying noise, restrictions, and density that residents moved here to avoid.

6. Decreased Property Values

The introduction of high-density housing or incompatible land uses can lower the property values of existing homes. Increased traffic, loss of rural views, noise concerns, and uncertainty about future development often make nearby properties less attractive to buyers who seek a quiet, country lifestyle.

I urge the Planning Commission to consider the long-term consequences of this proposal. Approving this land use change would irreparably alter the character of our community and undermine the values that define rural living.

Thank you for your time and thoughtful consideration. I respectfully request that you reject the proposed land use change.

Sincerely,

Aaron & Amy Pagel – Pagel Farms LLC

2730 West O Street

Greeley, CO 80631

Project Narrative | Willow Vista

Pre-Application

December 18, 2024

How this project meets the review criteria found in Sec 24-204 – Rezoning

- 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.**

Imagine Greeley the City's Comprehensive Plan was adopted on 2/6/18. In that plan it lays out the framework for the community's shared vision for the future. Imagine Greeley lists out goals and objectives that are reflective of the core values shared by the community. The proposed project not only adheres to these goals but also furthers the visions set forth in the plan. Please see analysis below.

Land Use Guidance Map

Analysis: The area of the proposed project sits comfortably and entirely inside the Long Range Expected Growth Area (LREGA) as identified in the Comprehensive Plan. The project site currently borders current municipal boundaries at its location just north of the 35th Ave and the O Street intersection. Additionally, as depicted in the Land Use Guidance Map, a planned transit (multimodal) corridor also borders the southern edge of the proposed project which would further support growth and potential economic development in the area when fully built out.

Land Available for Future Growth

Analysis: As depicted in the Land Available For Future Growth Map in the Imagine Greeley Comprehensive Plan the proposed project area is identified as "Land Suitable for Future Development" and has been contemplated and designated to be developed within the City of Greeley.

Imagine Greeley Identified Goal: Growth & City Form

Analysis: Imagine Greeley identifies that growth is expected in the area of the proposed project. Imagine Greeley states that there is a, "growing support in the community to accommodate future growth with higher-density, mixed use" development. As proposed the project is a mixed-used development with a variety of housing types promoting a higher density.



Objective GC 1.4 further encourages growth north of the Cache La Poudre River stating that growth in this area is desirable and efforts to pursue this are encouraged. The proposed project aligns directly with this goal as it is located north of the Cache La Poudre River.

Objective GC 2.1 also states to maintain compliance with the Land Use Guidance Map, as stated above the proposed project aligns with and further enhances this goal as set by the plan.

Objective GC 2.4 supports mixed-use developments that integrate a variety of housing, commercial, employment, and recreational uses. As proposed this project will feature a variety of housing types, potential commercial areas, as well as recreational uses throughout to create a micro-community located within the larger community.

Objective GC 6.1-3 is to foster the development of “Complete Neighborhoods” that prioritize connectivity and character. The project as proposed will feature mixed-use development that incorporates multimodal connectivity with the extension of planned corridors and roadway networks as depicted in the City of Greeley Master Street Plan. Mixed-uses that allow people to live, work, and play in their own neighborhood.

Imagine Greeley Identified Goal: Housing

Analysis: Imagine Greeley confirms that the City has continued to champion its original settlers as a community that actively works to improve housing access for all people while supporting housing diversity.

Objective HO 2.1 sets the vision to encourage a variety of housing types to ensure that the City has neighborhoods that attract all residents. The project as proposed will feature multiple housing types, sizes, styles, and price-points to attract a wide variety of residents and create a stronger community.

Imagine Greeley Identified Goal: Infrastructure

Analysis: Imagine Greeley outlines the importance of infrastructure as the City continues to grow, this includes public facilities, parks, and transportation. As proposed, this project will help to extend and create new roads as identified in the Master Street Plan Map. This project will design and construct additional water, sanitary, storm water, and parks facilities.



Imagine Greeley Identified Goal: Parks & Recreation

Analysis: Imagine Greeley identifies the goal to expand parks and recreation services and facilities. The project as proposed is over 200 acres of land that will feature additional green spaces, common areas, parks, and trail systems while connecting to established networks while championing native landscape plantings that prioritize water conservation as identified in the Comprehensive Plan.

2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.

Along with the annexation application, the applicant is looking to place the properties within the HA- Holding Agriculture District. Per Section 24-401 of the Greeley Development Code the purpose and intent for the H-A district as follows:

Sec. 24-401 Table 24-4-1.

H-A — Holding-Agriculture. The H-A district is intended for **properties which have been annexed to the city** and are either **being used for agricultural purposes** or have little or no immediate development potential. Due to the development patterns and inefficiency of providing city services, this area receives only limited infrastructure investment and is therefore 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 annexation includes a total of 3 parcels that encompass just over 218 acres. Aligning with the Greeley Development code the intention is, upon annexation to initially zone the properties as H-A Holding Agriculture, which allows for additional coordinated planning with the City of Greeley and its stakeholders for infrastructure, land uses, and design. This approach is specifically taken to allow for the project team along with the City of Greeley to ensure that these parcels are developed, designed, and delivered with consideration to its relationship with surrounding areas and City guiding documents.



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.

The collective of properties that make up this annexation and associated rezone are generally located just north of the 35th Ave and the O Street intersection, an area that is depicted and envisioned to have development per Imagine Greeley the City's Comprehensive Plan as outlined above in Section 1. This area which is wholly placed inside of the Long Range Expected Growth Area (LREGA) for the City of Greeley is changing, these changes encourage the development of the area.

Recent infrastructure improvements to the intersection stated above, paired with annexations (Seeley Lake Annexation No. 1 -5) in 2023 border the proposed site. As infrastructure improvements to the area, and annexed land to the west and north of the subject site come into the City of Greeley, it hints that these changes to the area provide reason enough that it is in the best interest of the public to rezone and develop the subject property. This will eliminate any potential gaps in roadway, pedestrian, and infrastructure networks and allow the visions and goals of the guiding City documents to be realized. Additionally, market demand indicates a desire for development in this area of additional housing, amenities, and commercial north of the Cache La Poudre River, all making this an ideal location for a new community in the City of Greeley.

4. Whether the existing zoning been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.

These properties are currently undeveloped; however the properties have been active as agricultural land in unincorporated Weld County. During this time, lands around the subject site have been annexed and developed in the City of Greeley, or developed in unincorporated Weld County. These changes mark trends in the area that not only align with the City's vision but suggest that these subject properties are ready to develop as well. In every case land that is annexed and developed, is zoned to a zoning district aligned with its development goals and vision. The suggested zoning of H-A Holding Agriculture is aligned and appropriate with the trends in the vicinity as it will allow for a more coordinated planning effort for infrastructure, land uses,



and design with the City of Greeley and its stakeholders.

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.

As stated above the intention is upon annexation to initially zone the properties as H-A Holding Agriculture to allow for additional coordinated planning with the City of Greeley and its stakeholders for infrastructure, land uses, and design. This approach is specifically taken to allow for the project team along with the City of Greeley to ensure that these parcels are developed, designed, and delivered while considering the relationship to surrounding areas and City guiding documents. This includes but is not limited to the design of streets, civic and open spaces as applicable, the pattern, scale, and transitions. This method will not just enable but ensure development to occur in character with existing and other anticipated development.

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.

The project team will continue to coordinate with the City of Greeley and its stakeholders to ensure that the project is designed, developed, and delivered with adequate services and facilities necessary to for anticipated uses. The project team has had preliminary conversations with applicable departments and stakeholders and to our knowledge adequate facilities can be provided. Our team will continue to work with and coordinate with stakeholders during the development process.

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.

As the properties currently sit inside unincorporated Weld County, the first step would be to annex into the City of Greeley. The methodology of initially zoning to H-A Holding Agriculture will allow for additional coordination



paving the way for proposed future zonings to be more appropriate than the properties current zoning, which is Agriculture in Unincorporated Weld County.

The development of these parcels will serve a community need. At Home in Greeley: Housing Needs Assessment is clear. The City of Greeley needs housing. The Assessment determined that the City needs an additional 19,400 housing units by 2042 on top of already approved units. The annexation and initial zoning of the property allows for a mixed-use development that will include residential, commercial, and recreational uses. Residential uses are contemplated to feature a variety of housing types. This not only envisions the goals set forth in Imagine Greeley the City's Comprehensive Plan, it also fills a market need for additional housing of different types, sizes, and price points. The Housing Needs Assessment also identifies that the City of Greeley, "needs all types of housing at all price points..." As the City of Greeley continues to attract residents and grow the need for housing increases with it, the proposed project fills this community need.

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.

The project team does not currently anticipate any negative impacts on the area or adjacent properties. Through the development process, if any impacts are identified the project team is committed to mitigating said impacts as applicable.

9. The recommendations of professional staff or advisory review bodies.

The project will continue to work with all applicable review bodies through the development process.

The applicant's vision and understanding of the market for the proposed project.

As the City of Greeley continues to grow and create a unique, united, and vibrant community where people want to live, work, learn, grow, and play, a desire for additional housing has been identified. As proposed this development will feature a mixed-use development that will include residential, commercial, and recreational uses. Residential uses are contemplated to feature a variety of housing types. This not only envisions the



goals set forth in Imagine Greeley the City's Comprehensive Plan, but also fills a market need for additional housing of different types, sizes, and price points. As the City of Greeley continues to attract residents a market need for new "Complete Neighborhoods" that incorporate mixed-uses and housing diversity is created. This project helps to fill that market need and desire as it works to further the goals to promote a healthy and diverse economy and quality of life for all residents.

The proposed uses, general site layout, and conceptual or anticipated design of buildings, including how the project relates to surrounding sites and public spaces.

Included with this pre-application submittal is a bubble diagram that shows anticipated planning areas that feature a variety of housing, commercial, and recreational uses. The bubble diagram also outlines the expansion of the larger roadway network as set forth in the Master Street Plan Map within the annexed area. With over 200 acres of annexed land and seven planning areas, the following uses that align with established zoning districts are proposed.

- R-L — Residential Low Density
- R-M — Residential Medium Density
- R-H — Residential High Density
- C-L — Commercial Low Intensity
- C-H — Commercial High Intensity
- MU-L — Mixed Use Low Intensity
- MU-H — Mixed Use High Intensity

How the project will fit in and contribute to the area and further the intent of the existing or proposed zoning district.

As proposed this project will look to annex over 200 acres of land within the identified Long Range Expected Growth Area and utilize a planned unit development (PUD) to establish land uses and zoning that contributes to and furthers the intent, vision, and goals set forth in the City's Comprehensive Plan and Development Code. As a mixed-use development the project looks to foster growth within the framework of the City's long range planning documents. Creating a vibrant, pedestrian friendly, unique, and community-based development.

Planning and infrastructure impacts, including timing, phasing, or the need for any technical studies or outside agency coordination and review.

The applicant will continue to work with City staff and stakeholders to ensure that any questions or coordination regarding timing, phasing, or the need for any technical studies are provided as necessary and applicable as the project continues to develop.



Development review processes and review criteria, and in particular whether any special public information and outreach or specific agency or department reviews are necessary.

The applicant is committed to partnering with City staff and stakeholders to ensure that any necessary and/or applicable outreach, reviews, or coordination is taken care of and completed.

Opportunities to improve designs or coordinate the preliminary concepts with other private or public investments in the area.

As this project develops the applicant is open to opportunities not only to improve designs but also coordinate with City staff and stakeholders in the area to develop an attractive rewarding place in which residents want to live, work, learn, grow and play.



ZONING DISTRICTS & LAND USES

District Intent & Applicability

Intent. To carry out the purposes of this code, the following districts are established, with the intent given for the context and character of specific areas, the development patterns, and the types or intensity of uses and buildings.

Zoning Districts & Intent

Permitted Uses are subject to staff review and/or Site Plan Review approval to confirm compliance with general district and building standards applicable throughout the City of Greeley Development Code.

Use by special review uses are subject to the review process and criteria in Section 24-206 of the City of Greeley Development Code.

H-A – Holding-Agriculture

The H-A district is intended for properties which have been annexed to the City and are either being used for agricultural purposes or have little or no immediate development potential. Due to the development patterns and inefficiency of providing city services, this area receives only limited infrastructure investment and is therefore 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.

Permitted Uses

Permitted uses in this district include:

- Single family dwellings
- Established residential
- Farming
- Lodging short term rental
- Parks, Open Spaces & Common Areas (See Section 24-302 and 24-504 for standards applicable to all districts)
- Oil & Gas Operations (See Section 24-1102 for standards and procedures applicable in all districts)
- Wireless Communication Facilities (See Section 24-1101 for standards and procedures applicable in all zone districts)

Use by Special Review Uses

Use by special review uses in this district include:

- Utilities such as lines over 33 KVA, overhead



Planning Commission Meeting Minutes

July 22, 2025, at 1:15 pm

1. Call to Order

Chair Yeater called the meeting to order at 1:15pm

2. Roll Call - **Present**

Chair Justin Yeater

Commissioner Erik Briscoe

Commissioner Jeff Carlson

Commissioner Brian Franzen

Commissioner Larry Modlin

Commissioner Christian Schulte (arrived at 1:20pm)

Absent

Vice Chair Louisa Andersen

3. Approval of the agenda

There were no changes to the agenda

Chair Yeater approved the agenda as published

4. Approval of the June 24, 2025, Planning Commission Meeting Minutes

There were no changes to the minutes

Motion: Commissioner Modlin made the motion to approve the June 24, 2025 Planning Commission Meeting Minutes as published.

Second: Commissioner Carlson

Vote: Motion carried 5-0

Absent: Vice Chair Andersen and Commissioner Schulte

5. A public hearing to consider a request for a preliminary subdivision of approximately 149.6 acres of land into 472 lots, 3 tracts, 14 outlots, and dedication of rights-of-way. The subject property is generally located at the southwest corner of the intersection of 71st Avenue and Highway 34 Bypass and is within Residential High Density (R-H), Residential Low Density (R-L), and Residential Estate (R-E) Zoning Districts. Known as Cobblestone Preliminary Subdivision (SUB2024-0021)

Jeff Woeber (Planner III) began his presentation by introducing himself and the item as published. Staff finds that the plan complies with Greeley development code criteria and is requesting approval of the preliminary subdivision. Mr. Woeber stated the applicant is in attendance and has a presentation as well.

Chair Yeater asked the commission if they had questions for staff.

Commissioner Franzen asked for clarification on the problem with the easement. Mr. Woeber stated there were some issues regarding easements involving both Xcel Energy and a nearby ditch. Preliminary approval has been given, and the applicant is working to ensure compliance with those easements. David Harold (Engineer II) confirmed that the applicant is pursuing a crossing agreement for the ditch and is coordinating directly with Xcel regarding their easement. Mr. Harold added that no concerns from Xcel have been reported at this time.

Chair Yeater asked about CDOT requirements. Mr. Harold noted the design is still in progress, with potential improvements at 71st and 83rd Avenues along US 34, including deceleration and acceleration lanes, increased turn lane capacity, extended queueing, and possible signalization to improve traffic flow.

Commissioner Schulte asked whether compliance with CDOT requirements is mandatory. Mr. Harold confirmed that it is.

Commissioner Briscoe asked about the density of the cluster homes and the maximum allowed under RH zoning, noting the overall project density was just over 7 units per acre. Mr. Woeber responded that RH zoning allows for significantly higher densities—up to 45 units per acre for multifamily developments—though achieving that would depend on meeting requirements for open space, parking, and other factors. He added that such density would not apply to the current lot layout.

Commissioner Modlin inquired about planned road improvements, noting the current conditions are poor and anticipating a significant increase in traffic. Mr. Harold directed the question to the applicant for clarification.

Chair Yeater invited the applicant to speak to the question.

Max Moss (Applicant/Developer) stated that the roads, including 28th Street, are being completely rebuilt with major upgrades. Significant improvements are also planned at the failing intersection of US 34 and 82nd, including added lanes, signalization, and extended turn distances. Similar improvements are planned for 71st, with extended roadway length to support increased traffic.

Mr. Moss began his presentation and gave more explanation of the density mentioned earlier and their plan as published.

Chair Yeater opened the public portion of the meeting at 1:34pm

1. Mary Bingford (Resident) asked where the access points from the St. Michael's neighborhood into the new development would be.

Chair Yeater asked if anyone else in attendance wanted to speak. Seeing none, Chair Yeater invited the applicant back up to answer Ms. Bingford's question.

Abigail Milewski (Landscape Architect with BHA Design) answered by stating there are two main access points into the Cobblestone development. The primary entrance will be from the newly relocated and improved 28th Street, connecting to a new road (73rd) that leads south into the development. The secondary access will be from West 32nd Street Road, which will extend west into Cobblestone. Additional internal streets will serve the neighborhood.

Chair Yeater closed the public portion of the meeting at 1:37pm and turned it over to the Commission for action.

Motion by Commissioner Briscoe:

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed preliminary subdivision plat is in compliance with Development Code Section 24-203(b)(1) and therefore approves the preliminary subdivision plat as presented.

Second: Commissioner Franzen

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

Chair Yeater announced the next four items (6, 7, 8 & 9) are part of the same overall plan. He introduced them together for presentation purposes, noting that each item would be voted on separately. Discussion below included items 6, 7, 8 & 9.

6. A public hearing to consider a request for annexation of approximately 63.29 acres of land generally located south of AA Street, west of County Road 35, and north of O Street known as Willow Vista Annexation 1, (ANX2024-0001)

Commissioner Briscoe disclosed a business relationship with the applicant, stating it was unrelated to the current project and that he was unaware of the submission. He offered to recuse himself if the Commission believed it necessary. Chair Yeater indicated there was no issue, assuming no direct interest in the project. A request was made for clarification from Michael Axelrad (Senior Attorney) and Commissioner Briscoe explained he is in discussions to sell unrelated property to the applicant, with no family ties involved. It was determined that no conflict requiring recusal existed, and the Commission proceeded without a motion.

The Clerk interjected, reminding all members to ensure their microphones are turned on before speaking and to remain close to them while talking. This was in response to feedback from online participants who reported difficulty hearing portions of the meeting.

Katelyn Puga began her presentation by introducing herself and the items as published. Staff find the plans comply with Greeley development code criteria and are requesting approval of all four requests.

Chair Yeater requested an explanation for the audience and a reminder to the Commission regarding the process—specifically, why the property is being designated as holding agriculture and the anticipated steps the applicant will take moving forward.

Mrs. Puga answered by stating Holding Agriculture is a zoning designation that preserves land primarily for agricultural use until more coordinated planning occurs. It limits permitted uses, allowing existing residential and farming activities, while any new development would still require additional permitting. Ultimately, significant development would necessitate a future rezoning.

Commissioner Briscoe asked about the northwest corner of the property, which comes to a sharp point where it meets another parcel zoned Holding Agriculture, which is currently within the City of Greeley. The commissioner asked how the current annexation will impact that adjacent parcel.

Mrs. Puga stated there doesn't appear to be an immediate impact, as the two are separate properties. While the annexation crosses the right-of-way to the north and includes a portion connected to this parcel, it does not affect the previously annexed property.

Commissioner Franzen asked whether the code requires a waiting period before submitting a rezoning request after annexation with a Holding Agriculture designation.

Mrs. Puga noted that there is likely no required waiting period. The key point is that the applicant has 90 days to establish zoning within the annexation timeline. Once that zoning is established, it remains in place indefinitely.

Commissioner Carlson asked a question regarding the mention of the Urban Reserve designation and its requirement for additional planning. He asked for clarification on the timeline for that planning process and what it typically involves.

Mrs. Puga explained that coordinated planning efforts primarily involve ensuring adequate utility services and infrastructure to support future development. In this case, the applicant would need to work closely with the city on utilities, as well as elements like parks and open space. It's essentially a master planning process for the area, requiring collaboration between the applicant and various city departments.

Chair Yeater invited the applicant to come to the podium.

Melissa Wheeler from Baessler Homes began her presentation by introducing herself and their plan as published.

Chair Yeater stated as part of the annexation review, feasibility of facilities is a key consideration. The packet references two water lines, and he asked whether any detailed analysis had been done regarding how those lines would support future development.

Ms. Wheeler stated they had held several meetings with water and sewer and have confirmed an extension from the east side of O Street—currently under construction—can serve the first phase. A major extension north on 35th Street is planned to service the remainder of the community, with ongoing coordination with the city.

Chair Yeater opened the public portion of the meeting at 1:40pm

1. Patricia Conlon and Suzanne Lilly both spoke in opposition of this annexation.
2. Dean Vandergon spoke in opposition of this annexation.
3. Theresa Suleiman spoke in opposition to this annexation.
4. Becker 8448 spoke in opposition to this annexation.

Chair Yeater asked if anyone else would like to speak. Seeing none, he asked if they could get some guidance or help regarding the items that were spoken about.

Mrs. Puga gave some clarifying comments regarding Fire and Police saying Greeley Fire & Greeley Police would serve this area. She also stated there are cooperative agreements between both the city and the County for these areas. Mrs. Puga stated that this area is going to remain within the Eaton School district. The other questions relating to future developments would be considered once there were specific plans or proposals submitted.

Don Threewitt (Deputy Director of Community Development) spoke to annexation concerns. He stated that annexations happen as a voluntary action by the property owner, noting that there would be no changes to neighboring property owner's taxes or existing services. The city would not pursue annexing any neighboring properties, nor does City Code or State statute allow involuntary annexation, with the exception of enclaves that have been fully surrounded for 3 years.

Tina Close (Civil Engineer III) spoke about traffic concerns. She stated any future proposal—whether a PUD, rezoning, or site plan—will require the applicant to submit a traffic study. This study must demonstrate that the project meets all applicable traffic codes and criteria at the time of submission.

Chair Yeater asked if the applicant would be required to improve their access if it was deemed to be dangerous.

Mrs. Close answered, saying that yes, any required traffic study would need to analyze existing roadway conditions and ensure compliance with current codes and criteria based on roadway classifications. Entrance points into the development would also need to meet city standards. The goal is to ensure safe access and circulation without negatively impacting adjacent properties.

Commissioner Briscoe raised a question about what triggers the expansion of city services, such as fire and police. When does the city determine it's necessary to extend services closer to developments like this one, or to areas near the existing city boundary north of O Street.

Mrs. Puga stated the city coordinates with emergency services to determine the level of service needed for a development, primarily based on population density location.

Chair Yeater invited the applicant to answer questions raised by the public.

Mrs. Wheeler stated that these are valid concerns and are thoroughly addressed throughout the planning process. All concerns raised will be carefully considered, noting their coordinator with city staff and the expectation that these concerns will continue to be reviewed by staff before any approvals are granted for the site.

Chair Yeater asked if there were any more questions for the applicant. Seeing none, Chair Yeater closed the public portion of the meeting at 2:15pm and turned it over to the Commission for action.

Motion by Commissioner Carlson:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 1, File number ANX2024-0001, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Franzen

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

7. A public hearing to consider a request for annexation of approximately 74.71 acres of land generally located south of AA Street, east of County Road 35, and north of O Street known as Willow Vista Annexation 2, (ANX2024-0002)

Commissioner Franzen made the motion:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 2, File number ANX2024-0002, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Modlin

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

8. A public hearing to consider a request for annexation of approximately 84.40 acres of land

generally located just north of O Street, east of County Road 35, and south of AA Street known as Willow Vista Annexation 3, (ANX2024-0003)

Motion by Commissioner Franzen:

Based on the project summary and analysis, the Planning Commission finds that the request for an annexation meets approval criteria found in Section 24-204. b.2.(a-e). And, the proposed Willow Vista Annexation No. 3, File number ANX2024-0003, meets State statutory requirements. And, therefore, recommend approval of the annexation to the City Council.

Second: Commissioner Carlson

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

9. A public hearing to consider an establishment of zoning request for approximately 222.40 acres of land generally located south of AA Street, heading south along County Road 35 to O Street at the southern boundary known as Willow Vista Establishment of Zoning (ZON2024-0006).

Motion by Commissioner Franzen:

Based on the application received and the preceding analysis, the Planning Commission finds that the proposed Willow Vista Establishment of Zoning, File number ZON2024-0006 meets the required Development Code criteria of Section 24-204. b. (1-9); and recommend approval of the H-A (Holding Agriculture) zone district to the City Council.

Second: Commissioner Schulte

Commissioner Schulte said the proposed annexation is driven by potential future development, which has raised valid community concerns. However, the decision today is only to determine whether the land should be annexed into Greeley with agricultural zoning for now—no development is being approved at this stage. Development could still occur under Weld County, but annexation allows the city to oversee any future plans. Commissioner Schulte continued by stating that public safety services will not be impacted, as emergency response is not dependent on jurisdiction. The request meets statutory criteria, and while future development may present challenges, those will be addressed through the standard planning and approval process. There is no clear reason to deny the annexation at this time.

Vote: Motion carried 6-0

Absent: Vice Chair Andersen

10. Staff Report

Brian McBroom (Director of Community Development) shared that both of the City's subarea plans are progressing well. An update on the East Subarea Plan will be presented shortly by City Planner Doug May. The West Subarea Plan consulting team is expected to return in September and is currently refining concept plans based on collected input.

Mr. McBroom also shared that the Poudre River Restoration Initiative is ongoing, with a community meeting scheduled for the evening of August 14th.

Additionally, Mr. McBroom stated staff has completed its initial review of the Cascadia PUD, a major 820-acre project that includes 100 acres of City-owned land known as the Catalyst Project. The remaining 720 acres are being proposed by the Water Valley Company, which is the lead applicant, with the city as co-applicant on its portion. A first round of comments was returned to the applicant, and work continues to align the proposal with the City's development standards. A public hearing before the Planning Commission is scheduled for August 26th, with further public meetings anticipated before then.

Commissioner Modlin asked if there will be a presentation of the financial agreements related to the project.

Mr. McBroom answered by saying detailed financial information is not planned to be included in the PUD zoning packet for the August 26th meeting, as financial agreements are not part of the formal PUD approval criteria. However, public information is being prepared and distributed to help clarify widespread community questions and confusion about the project's financing. The city will be sharing materials soon, and the developer has also launched a website to provide additional information. This approach aims to keep the decision-making record for the Planning Commission focused solely on zoning-related criteria.

11. Adjournment

Chair Yeater adjourned the meeting at 2:26pm and moved into the workshop portion of the meeting.

Workshop

12. East Greeley Subarea Plan, Doug May

Doug May (Planner III) began his presentation by introducing himself, Brett Palmberg and Grace Dice (Consultants from Rick Engineering) and the plan as published.

Mr. May asked the Commission for any additional suggestions or if there are other areas or groups that should be considered for outreach, they would greatly value any input and expertise.

Commissioner Modlin asked if the city can offer incentives for residential development in the area, noting that initiatives like Richmark Housing for Humanity serve as kick starters to stimulate growth. He emphasized that housing drives industry and suggested exploring options like matching funds or grants, especially to encourage development eastward, where incentives may be more needed than to the west.

Mr. May answered by saying that the planning department may not have those tools directly but is collaborating closely with the Housing Services department, which is part of the steering committee. By involving them throughout the planning process, they hope to incorporate incentives to help kickstart a variety of housing types in the area.

Commissioner Briscoe emphasized the importance of preserving farmland, especially given the community's appreciation for Greeley's rural character—particularly on the East Side, where residents value proximity to city services while maintaining a country feel. Commissioner Briscoe acknowledged the challenge of balancing property rights with preservation but noted it will be a key messaging consideration in the planning process.

With no other questions or feedback Chair Yeater ended the workshop at 2:53 pm

(Name) – Chair

(Name) – Staff Liaison or Dept Manager



Council Agenda Summary

September 2, 2025

Key Staff Contact: Stacey Aurzada, City Attorney

Title:

Motion to go into Executive Session to request and receive Legal Advice from the City Attorney regarding the initiated ordinance seeking to repeal Ordinance 15, 2025 and regarding a lawsuit filed against the City by Dan Wheeler and Pam Bricker

Summary:

On August 8, 2025 a protest was filed to the initiative petition submitted on August 6, 2025 seeking to repeal Ordinance 15, 2025. On August 26, 2025 a hearing was held to determine whether the initiative petition is sufficient. Additionally, on August 19, 2025 a lawsuit was filed against the City by Dan Wheeler and Pam Bricker. The City Council may move for an executive session to request and receive legal advice regarding the initiative petition, the protest, and the pending lawsuit.

Fiscal Impact:

No Impact

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

A motion to go into an Executive Session for a conferral with the City Attorney, to request and receive legal advice, as provided in C.R.S. 24-6-402(4)(b) and Greeley Municipal Code 2-151(a)(2).

Attachments:

None



Council Agenda Summary

September 2, 2025

Key Staff Contact: Paul Trombino, Managing Director

Title:

Motion to go into Executive Session to receive legal advice and instruct negotiators regarding an Intergovernmental Agreement for cost sharing for the US 34 and WCR 17 interchange

Summary:

Weld County is the lead applicant in the process with the Colorado Department of Transportation ("CDOT") required to obtain approval to construct the interchange at US Highway 34 and Weld County Road 17. This process is required by CDOT Policy and Procedural Directive 1601 and is referred to as the "1601 Process." As part of their role as the lead applicant in the 1601 Process, Weld County has proposed a cost-sharing agreement with the City of Greeley, the Town of Johnston, and the Town of Windsor. The Executive Session is for the purpose of receiving instructions from City Council regarding negotiations related to the 1601 Process and the cost-sharing agreement. Council will also have the opportunity to request and receive legal advice regarding these matters.

Fiscal Impact:

The executive session has no fiscal impact.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure and Mobility

Decision Options:

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

Council's Recommended Action:

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

To determine positions, develop strategy, and instruct negotiators about the 1601 process and an

intergovernmental agreement related to the US highway 34 and WCR 17 interchange, and to request and receive legal advice about the same.

Attachments:

None



Council Agenda Summary

September 2, 2025

Key Staff Contact: Paul Trombino, Managing Director

Title:

Motion to go into Executive Session to receive legal advice and instruct negotiators about the Greeley-Weld County Airport Authority

Summary:

The City of Greeley and Weld County jointly formed the Greeley-Weld County Airport Authority (the "Authority") in 1978 when both the City of Greeley and Weld County passed ordinances authorizing the creation of the Authority (the "1978 Ordinances"). Since that time, the Authority has been primarily responsible for the operation and maintenance of the airport. In October, 2024 the City of Greeley and Weld County entered into an intergovernmental agreement to fund improvements to the airport. At that time, the City and the County had discussions about the need to adopt an intergovernmental agreement to replace the 1978 Ordinances. The purpose of the executive session is to receive instructions from City Council regarding negotiation of an intergovernmental agreement with Weld County regarding the Authority.

Fiscal Impact:

The executive session will have no fiscal impact.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality
Infrastructure and Mobility
Quality of Life

Decision Options:

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

Council's Recommended Action:

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

To determine positions, develop strategy, and instruct negotiators about the Weld County Airport Authority, and to request and receive legal advice about the same.

Attachments:

None



Council Agenda Summary

Title:

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

Item: 32.

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 Calendar

Council Meeting and Work Session Schedule

Council Meetings and Other Events Calendars

August 31 – September 27, 2025

Tuesday, September 2, 2025

- Fire Department Promotions Ceremony 4 p.m. Fire Station 1 (1155 10th Ave Greeley CO 80631)
- Commercial West Greeley GID Board Meeting 5:30 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)
- Residential West Greeley GID Board Meeting 5:30 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)
- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday, September 4, 2025

- Poudre River Trail Meeting 7:30 a.m. Poudre Learning Center (8813 W. F Street Greeley CO 80631)
- Island Grove Advisory Board 3:30 p.m. (600 N. 14th Ave Greeley CO 80631)
- North Front Range MPO Meeting 6 p.m. Fort Collins Colorado River Community Room (222 LaPorte Avenue Fort Collins, CO 80521)

Tuesday, September 9, 2025

- City Council Work Session Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Tuesday, September 16, 2025

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, September 17, 2025

- Water & Sewer Board Meeting 2 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday, September 18, 2025

- Greeley Dream Team Turning Dreams into Reality Breakfast 7 a.m. Doubletree at Lincoln Park (919 7th Street Greeley CO 80631)
 - Downtown Development Authority 7:30 a.m. (802 9th Street, Greeley CO 80631)
 - Airport Authority 3:30 p.m. Greeley-Weld Airport (600 Airport Road, Greeley CO 80631)
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Monday, September 22, 2025

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

Tuesday, September 23, 2025

- City Council Work Session Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, September 24, 2025

- Upstate Colorado Economic Development 7 a.m. Upstate Colorado Conference Room (822 7th Street Greeley CO 80631)

2025 Council Meeting/Work Session Agenda Items Schedule

	8/25/2025 This schedule is subject to change		
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
September 2, 2025 GID Board of Director Meeting - Commercial			
September 2, 2025 GID Board of Director Meeting - Residential			
September 02, 2025 Council Meeting	Proclamation - AVID Day	Mayor	Consent
	Minutes - August 5 RM; August 12 WS	Heidi Leatherwood	Consent
	Motion - Appoint Human Relations Commission D6	Jennifer Middleton	Consent
	Resolution - Decreasing membership of the Greeley Housing Authority to Seven Commissioners	Deb Callies	Consent
	Resolution - Eagles Lease Principal Terms Agreement (Hold)	Stacey Aurzada	Consent
	Resolution - Ballot Petition	Heidi Leatherwood	Regular
	Resolution - Airport Improvement Grant Agreement and Offer FAA to the Greeley-Weld County Airport	Paul Trombino	Consent
	Resolution - Airport Infrastructure Grant Agreement and Offer FAA to the Greeley-Weld County Airport	Paul Trombino	Consent
	Resolution - Airport Improvement Grant Agreement and Offer FAA to the Greeley-Weld County Airport	Paul Trombino	Consent
	Intro & 1st Rdg Ord - Schmerge Annexation	Katelyn Puga/Brian McBroom	Consent
	Intro & 1st Rdg Ord - Kinnison Annexation	Katelyn Puga/Brian McBroom	Consent
	Intro & 1st Rdg Ord - Cascadia PUD	Katelyn Puga/Brian McBroom	Consent
	PH & second reading Ord - Willow Vista Annexation 1	Katelyn Puga/Brian McBroom	Regular
	PH & second reading Ord - Willow Vista Annexation 2	Katelyn Puga/Brian McBroom	Regular
	PH & second reading Ord - Willow Vista Annexation 3	Katelyn Puga/Brian McBroom	Regular
	PH & second reading Ord - Willow Vista Annexation Zoning	Katelyn Puga/Brian McBroom	Regular
September 09, 2025 City Council Work Session	City Manager's Budget Presentation	Kalen Myers	WS
	EDUR Strategic Plan	Michelle Claymore	WS
	New proposed 2026 compensation plan	Martha Lanaghen	WS
	Emergency Communications Overview	Peter Perez	WS
September 16, 2025 Council Meeting	Proclamation - National Public Lands Day	Mayor	Intro
	Proclamation - Suicide Awareness and Prevention Month	Mayor	Intro
	Proclamation - National Constitution Week	Mayor	Intro
	Proclamation - Hispanic Heritage Month	Mayor	Intro
	Proclamation - National Preparedness Month	Mayor	Intro
	Weld County Commissioners Presentation	Mayor	Consent
	Minutes - August 19 RM; August 26 WS	Heidi Leatherwood	Consent
	Resolution - Grant for Arroyos Del Sol Natural Area Trailhead Improvements	Diana Frick	Consent
	Intro & 1st Rdg Ord - Lake Bluff GID	Ryan Duve/Sean Chambers	Consent
	PH & second reading ord - Schmerge Annexation	Katelyn Puga/Brian McBroom	Regular
	PH & second reading ord - Kinnison Annexation	Katelyn Puga/Brian McBroom	Regular
	PH & second reading ord - Cascadia PUD	Katelyn Puga/Brian McBroom	Regular
	B&C Appointments	Jennifer Middleton	Regular
September 23, 2025 City Council Work Session	City Manager's Budget Presentation (If needed)	Kalen Myers	WS
	Real Time Information Center Update	Adam Turk	WS
	Initiative 5-2025 - Contracts Update	Allena Portis	WS
	West Greeley Project Update	Paul Trombino	WS
	Civic Campus Update (Hold)	Kelli Johnson	WS
October 07, 2025 Council Meeting	UNC Fall Update	Mayor	Consent
	Proclamation - National Federation of the Blind Greeley Chapter Blind Awareness Day	Mayor	Consent
	Minutes - September 2 RM; September 9 WS	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Authorization of Eminent Domain for West Greeley Sewer System	Adam Prior/ Sean Chambers	Consent
	Intro & 1st Rdg Ord - Pay Plan (Hold)	Martha Lanaghen	Consent
	Intro & 1st Rdg Ord - Final 2025 Appropriation	Kalen Myers	Consent
	PH & 1st rdg Ord - 2026 Budget	Kalen Myers	Regular
	PH & 2nd Rdg Ord - Lake Bluff GID	Ryan Duve/Sean Chambers	Regular



Council Agenda Summary

Item: 33.

Title

Adjournment