Greeley City Council Agenda

Special Meeting

Monday, November 10, 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/85401644709

NOTICE:

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/

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
Special Meeting Agenda

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1. Call to Order
2. Pledge of Allegiance
3. Roll Call

Regular Agenda

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4. Consideration of a resolution authorizing the Mayor to enter into a Separation Agreement and General Release with Raymond Lee
5. Consideration of a resolution appointing an Acting City Manager
6. 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
7. Adjournment

Council Agenda Summary

November 10, 2025
Key Staff Contact:

Title:

Consideration of a resolution authorizing the Mayor to enter into a Separation Agreement and General Release with Raymond Lee

Summary:

Raymond Lee has served as the Greeley City Manager since January 4, 2022. Mr. Lee and representatives of the City Council have discussed Mr. Lee's desire to resign his employment as City Manager and have discussed the terms and conditions of such resignation. A proposed separation agreement will be presented to Council for approval.

Fiscal Impact:

The Separation Agreement will create a one-time impact on the City in the amount of $106,158.23. The City will also make a payout of outstanding PTO leave per the City's standard policies.

Legal Issues:

None

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. 65, 2025
2. Separation Agreement and General Release with Exhibit A

CITY OF GREELEY, COLORADO
RESOLUTION NO. 65, 2025

AUTHORIZING THE MAYOR TO ENTER INTO A SEPARATION AGREEMENT AND GENERAL RELEASE WITH RAYMOND LEE

WHEREAS, under Sec. 4-1 of the City Charter, the City Council is authorized to appoint a City Manager as administrative head of the municipal government under the direction, supervision and control of the City Council and, upon appointment, the City Manager holds such office for an indefinite term; and

WHEREAS, on January 4, 2022, the City Council appointed Raymond Lee as the City Manager for the City of Greeley, and Mr. Lee has served in that capacity until the present time; and

WHEREAS, Mr. Lee and representatives of the City Council have discussed Mr. Lee's desire to resign his employment as City Manager, and have discussed the terms and conditions of such resignation; and

WHEREAS, a proposed separation agreement has been presented to City Council for consideration; and

WHEREAS, the City Council believes that it would be in the best interests of the City for the City Council to enter into such agreement with Mr. Lee.

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

1. That the City Council accepts the resignation of City Manager Raymond Lee.

2. That the City Council hereby approves the substance and form of the Separation Agreement and General Release and hereby authorizes the Mayor to execute said Agreement, with modifications as the Mayor, in consultation with the City Attorney's Office, may deem to be necessary to effectuate the purposes and intent of the Agreement, provided such modifications do not alter the substantive terms of the Agreement.

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

ATTEST: **THE CITY OF GREELEY, COLORADO**

By: _____ **By**: _____
City Clerk **Mayor John Gates**

SEPARATION AGREEMENT AND GENERAL RELEASE

This Agreement is made this _____ day of _____, 2025, by and between the City of Greeley, Colorado, hereinafter referred to as "the City," and Raymond C. Lee, III, hereinafter referred to as "Employee."

WHEREAS, Employee is currently employed with the City in the capacity of City Manager under the Terms of a Compensation and Employment Agreement dated January 4, 2022 (the "Employment Agreement"); and

WHEREAS, on November 10, 2025, Employee submitted to the Greeley City Council notice of his intent to resign his employment with the City; and

WHEREAS, the City and the Employee wish to provide for an orderly transition of duties to a new Acting or Interim City Manager; and

WHEREAS, notwithstanding the provisions of the Employment Agreement, it is the desire of the City and the Employee through this Separation Agreement and General Release, hereinafter referred to as "the Agreement," to establish terms and conditions upon which the transition of duties will occur as well as provide compensation for Employee's assistance during the transitional period; and

WHEREAS, both parties desire to resolve all potential disputes and claims that Employee may have against the City, and to resolve all potential disputes and claims that City may have against Employee.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration more specifically set forth hereinafter, the receipt and sufficiency of which are hereby acknowledged the parties hereto do stipulate and agree as follows:

A. OBLIGATIONS OF EMPLOYEE

1. The Employee's current employment with the City as City Manager will end at 11:59 p.m. on December 2, 2025 (the "Resignation Date").

2. The Employee currently plans to take Personal Time Off ("PTO") leave on November 24, November 25, November 26, December 1, and December 2, 2025. Employee will be taking holiday leave on November 27 and 28, 2025. Therefore, Employee's last full day in the office will be Friday, November 21, 2025 unless otherwise agreed by the Employee and the Mayor.

3. Employee will be compensated as detailed in Section B.1 of this Agreement.

4. The Employee will not remove any City purchased or provided equipment, supplies, fixtures, furniture, or furnishings. At or before the end of the day on

November 21, 2025, the employee agrees to return to the City all employer-provided property, equipment, materials, and records, including, but not limited to, keys, proximity access cards, tools, furniture, furnishings, and equipment including, but not limited to, those items specifically set forth on **Exhibit A** attached hereto and incorporated herein by this reference.

5. The Employee will not remove or retain any City records, notes, materials, documents, correspondence or any other information whether in hard copy or electronic form.

6. In consideration of the obligations of City set forth below, Employee, including his successors, agents, and estate, hereby releases the City, its current and former officers, employees, elected and appointed officials, agents, insurance companies, and attorneys (hereinafter referred to as "Releasees") from any and all claims, causes of action, liabilities, expenses, and/or damages which he may have or may assert against the City for any acts by the City which occurred prior to the Resignation Date, or omissions by City to perform acts which should have been performed prior to the Resignation Date, including, without limiting the generality of the foregoing, any act or omission of the City arising out of or relating to Employee's employment with the City, except any potential claims for breach of this Agreement. Specifically, but not by way of limitation, this Release includes claims under:

   a. Any federal, state or local law concerning employment, including but not limited to: the Constitution of the United States, Title VII of the Civil Rights Act of 1964, as amended, Age Discrimination in Employment Act ("ADEA") (29 U.S.C. 621 *et seq.*), as amended, Employee Retirement Income Security Act of 1974, Americans with Disabilities Act, Civil Rights Acts of 1866, 1870, 1871 and 1991, Fair Labor Standards Act, Family and Medical Leave Act, Constitution of the State of Colorado, Colorado Anti-Discrimination Act, Colorado POWR Act (Colorado SB 23-172), Workers' Compensation Act of Colorado, the Charter of the City of Greeley, and the Code of the City of Greeley;

   b. Claims based upon, relating to or arising out of the Employee's employment relationship with the City and/or the termination of that relationship;

   c. Claims of constructive discharge, wrongful discharge, hostile work environment, retaliation, or discrimination of any kind including discrimination based on sex, gender, religion, race, ancestry, color, marital status, creed, age, sexual orientation, national origin, disability or disparate impact;

d. Claims of breach of contract, quasi contract, and promissory estoppel, except any potential claims for breach of this Agreement;

e. Claims based on the Colorado open meetings act or the Colorado open records act;

f. Claims based on the First Amendment to the United States Constitution and Article II, Section 10 of the Colorado Constitution; and

g. Claims for attorneys' fees, costs of suit, interest and the like.

Without limiting the generality of the foregoing, this Release and Agreement applies to all matters asserted, or which could have been asserted, up to the Resignation Date.

7. Notwithstanding the foregoing, nothing within this Agreement shall be construed as a release or waiver by the Employee of any claim, defense, right of indemnification or immunity arising pursuant to the provisions of the Colorado Governmental Immunity Act (C.R.S. § 24-10-101), as amended, and/or any other like or similar statutory or municipal provision or any other like or similar provision of law which may be available to Employee by reason of his employment with the City in the event any person brings an action against Employee for any act or omission of Employee occurring within the course and scope of his employment with the City.

8. Employee further warrants and represents that he has made no assignment and will make no assignment of the claims, demands, or causes of action released herein. Employee agrees he has not instituted and will not file, re-file, or institute legal proceedings of any kind based upon, arising out of, or relating to any claim, demand, or cause of action released herein. In the event there is pending legal action in any federal, state or local court or governmental agency, commission, division or department, which was brought or initiated by the Employee against any or all of the aforementioned Releasees, Employee hereby agrees to cause each and every said action to be dismissed with prejudice immediately upon execution of this Agreement. Employee further agrees to indemnify and hold harmless all Releasees against any loss or any other liability whatsoever, including reasonable attorneys' fees and costs, caused by any action or proceeding before any court or governmental agency, commission, division or department, whether federal, state or local, which is brought by Employee or his successors in interest, if such action or proceeding arises out of, is based upon, or is related to any of the claims, demands or causes of action released herein, which occurred prior to the date that Employee's obligation for consulting availability ends.

9. Employee does not waive any claims that cannot be waived as a matter of law, including any claims that may arise after the Resignation Date.

10. The Employee acknowledges that he is relying solely upon the contents of this Agreement and is not relying on any other representations whatsoever of the City or other Releasees as an inducement to enter into this Agreement. The Employee further acknowledges the following:

    a. That he has read and understands this Agreement; and

    b. That he has been provided a full and ample opportunity to study it, including, if he so desires, a reasonable period of 21 days from receipt within which to consider it; and

    c. That he has been advised to consult with an attorney prior to signing this Agreement; and

    d. That he is signing this Agreement voluntarily with full knowledge that it is intended, to the maximum extent permitted by law, as a complete release and waiver of any and all claims; and

    e. That he further understands that he has the right to revoke this Agreement for a period of seven (7) calendar days following its execution by him and that this Agreement shall not become effective or enforceable until the seven-day revocation period expires. Written notice of such revocation shall be provided to Stacey Aurzada, City Attorney, 1100 10th Street, Suite 401, Greeley, CO 80631.

B. OBLIGATIONS OF CITY

1. Provided that the Employee has not exercised his right under Section A.10. to revoke this Agreement, and as a complete settlement of all potential claims that Employee may have against the City, and that the City may have against Employee, and for the release set forth in Section A.6. of this Agreement, the City agrees to pay to the Employee those amounts set forth below.

    a. Prior to the Resignation Date, the City will continue to pay Employee the regular salary and benefits described in Ordinance 10, 2025, less withholdings for all federal , state and local taxes, to be issued on a tax form W-2.

b. Following the Resignation Date, the City will pay Employee on the City's ordinary established pay day the amounts set forth below.

i. All wages still due and owing on that date (if any), less withholdings for all federal, state and local taxes; and less any withholdings authorized by Employee, to be issued on a tax form W-2.

ii. All accrued but unused PTO less withholdings for all federal, state and local taxes, to be issued on a tax form W-2.

iii. The sum of $106,158.23 less withholdings for all federal, state and local taxes, to be issued on a tax form W-2. No other withholdings will be made, and the Employee is not eligible for any City provided benefits as the result of this payment.

2. The City specifically agrees that it will indemnify Employee for any claims, causes of action, liabilities, expenses, and/or damages brought by anyone related to actions taken by Employee during his employment for the City, as follows:

a. As required under Federal, State or local law the City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, by any person or entity, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the City shall not unreasonably refuse to provide independent legal representation at City's expense and City may not unreasonably withhold approval. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party.

b. As required under Federal, State or local law the City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties unless the act or omission involved willful or wanton conduct.

c. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available. Employee recognizes that the City shall have the right to compromise any claim, action, suit or proceeding and shall notify the Employee of any such settlement if Employee is a party. Further, the City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the City.

3. In consideration of the obligations of Employee set forth above, the City, including its successors, agents, and employees, hereby releases Employee, from any and all claims, causes of action, liabilities, expenses, and/or damages which it may have or may assert against Employee for any acts by Employee which occurred prior to the Resignation Date, or omissions by Employee to perform acts which should have been performed prior to the Resignation Date, including, without limiting the generality of the foregoing, any act or omission of Employee arising out of or relating to Employee's employment with the City. Specifically, but not by way of limitation, this Release includes claims by the City against Employee, under:

   a. Claims based upon, relating to or arising out of the Employee's employment relationship with the City and/or the termination of that relationship;

   b. Claims of breach of contract, quasi contract, and promissory estoppel; and

   c. Claims for attorneys' fees, costs of suit, interest and the like.

   Without limiting the generality of the foregoing, this Release and Agreement applies to all matters asserted, or which could have been asserted, up to the Resignation Date.

4. All payments and other compensation made to Employee by the City under Section B.1. are intended as a complete settlement of all potential claims that Employee may have against the City, and that the City may have against Employee, and for the release of all potential claims referred to throughout this Agreement, and for all other provisions of this Agreement.

5. The Employer will not contest the Employee's claim for unemployment benefits, although the Employer may dispute inaccurate factual allegations in any related claim or proceeding. For purposes of any unemployment proceeding, the Employer will not dispute that the Employee left their employment while in good standing.

6. Upon execution of this Agreement, Employer shall direct its supervisory and management personnel, to refrain from discussing the issues and circumstances of Employee's employment with any other person, agent, or entity. All inquiries made

to any supervisory or management personnel concerning Employee's employment with the Employer shall be directed internally to the City's Human Resources Director, who shall respond in accordance with the terms and provisions of this Agreement. The Human Resources Director shall only release Employee's dates of employment and the amount of their salary as of the date of resignation. Also, in accordance with the terms of this Agreement, Employee agrees to direct any such inquiry of the City solely to the Human Resources Director.

7. To the extent possible, all employment inquiries and references for Employee to the City shall be directed to John Gates or Dale Hall. In the event either of these individuals is not available, the City shall designate another individual who shall provide a positive or, at a minimum, neutral reference. The parties agree that all references shall be truthful and accurate.

8. In the event Employee executes a waiver for the release of information to a prospective employer, Employer shall release only that information which is identified for release and disclosure in writing and with specificity by Employee. This provision does not affect the City's response to such disclosure if ordered by a Court of competent jurisdiction or if such disclosure is required by the Colorado Open Records Act.

C. GENERAL PROVISIONS

1. The City and Employee agree that it is in the best interests of both parties that neither disparage the other, either publicly or privately. Specifically, the parties agree to those terms set forth below.

   a. City will not disparage Employee in any way, either publicly or privately, with respect to anything that occurred during Employee's years of service to the City.

   b. City specifically agrees that (as with all other employees of the City) to the extent permitted by law, City will make good faith, reasonable efforts to keep confidential and private the Employee's personnel file and any other documents pertaining to Employee's performance of his duties, and will not release the Employee's personnel file or any other documents pertaining to Employee's performance of his duties without a court order or valid public records request requiring the City to do so. The City also specifically agrees that it will make all reasonable efforts to notify the Employee of any requests for the Employee's personnel file or other documents pertaining to Employee's performance of his duties prior to release of any such information. All members of the current City Council agree that they will not waive any applicable privileges associated with any such documents.

c. Employee will not disparage City in any way, either publicly or privately, with respect to anything that occurred during his years of service to the City.

d. This mutual non disparagement clause does not restrain the Employee or Employer from disclosing underlying facts of any alleged discriminatory or unfair employment practice, including the existence and terms of a settlement agreement, to: (1) Employee's immediate family members, religious advisor, medical or mental health provider, mental or behavioral health therapeutic support group, legal counsel, financial advisor, or tax preparer; (2) any government agency for any reason without first notifying the Employer, (3) in response to legal process without first notifying the Employer, and (4) for all other purposes required by law.

e. The Parties agree that disclosure of the underlying facts of any alleged discriminatory or unfair employment practice consistent with Colorado law is not disparagement.

f. If the Employer disparages the Employee to a third party, the Employer cannot seek to enforce this clause or seek damages related to Employee's violations of this provision.

g. The Parties have attached the addendum required by C.R.S. § 24-34-407 hereto.

2. All parties have specifically taken into account that there may be a mistake of fact or law in regard to the nature or extent of claimed injuries, damages or losses. The parties are specifically taking into account those potential mistakes of fact or law in reaching this particular settlement. All parties acknowledge that there may be unknown injuries, damages or losses of which they are not aware. It is the intent of all parties hereto that Employee releases City from any and all claims, whether those claims or damages are now known or unknown, and that City releases Employee from any and all claims, whether those claims or damages are now known or unknown.

3. The City denies that it has violated any of its policies or procedures, any federal or state laws, or any City Charter or Code provision, or any other regulations with respect to the Employee's employment or the termination thereof. The Employee and the City expressly acknowledge and agree that this Agreement, the terms of this Agreement and the negotiation of this Agreement are not to be construed as an admission on the part of the City of any wrongdoing or liability whatsoever or be admissible as evidence in any proceeding other than to enforce this Agreement.

4. Employee denies that he has violated any of City's policies or procedures, any federal or state laws, or any City Charter or Code provision, or any other regulations with respect to his employment or the termination thereof. The Employee and the City expressly acknowledge and agree that this Agreement, the terms of this Agreement and the negotiation of this Agreement are not to be construed as an admission on the part of the Employee of any wrongdoing or liability whatsoever or be admissible as evidence in any proceeding other than to enforce this Agreement.

5. The parties expressly recognize and agree that neither the Employee's resignation, nor this Agreement, shall be construed as an admission of any wrongful conduct or violation of any law by either party. Each party expressly denies any wrongful conduct or violation of any law on its part and also expressly denies any liability to the other party. This Agreement is intended for the purpose of settlement only and may not be used for any purposes other than those described herein.

6. Nothing contained in this Agreement shall be construed to release the City from payment of benefits, if any, the Employee may be entitled to receive now or in the future under any retirement or pension plan that Employee is a participant of pursuant to his employment with the City. The City specifically agrees that it will cooperate fully with Employee in the payout or transfer of any retirement or pension plan funds to which Employee is entitled.

7. That the parties hereto do further stipulate and agree as follows:

   a. That no promise, inducement or agreement has been offered, negotiated or accepted except as herein more specifically set forth, and this Agreement is not executed in reliance upon any statements or representations not contained herein;

   b. That each of the parties hereto is legally competent to execute this Agreement and accepts full responsibility therefore and has consulted with or had the opportunity to consult with legal counsel;

   c. That the terms of this Agreement are contractual in nature and not mere recitals;

   d. That this Agreement supersedes any and all conflicting terms contained in the Employment Agreement and replaces obligations of the City related to the termination of Employee's employment with the City contained therein;

e. That the acceptance of the terms and conditions of this Agreement are in accord and satisfaction of any potential disputed matters relating to the employment relationship between the parties, and neither of the parties' acceptance of the terms of this Agreement shall be construed in any way as an admission of guilt or liability on their part;

f. That each party has had the opportunity to cooperate in the drafting and preparation of this Agreement, and therefore the Agreement is not to be construed for or against one party based upon attribution of drafting;

g. That each of the parties has executed this Agreement after carefully reading the contents hereof and signing the same in his or her or its free will and as a voluntary act without coercion or distress by any person or entity whatsoever; and

h. That the within Agreement is binding upon the parties individually and their respective heirs, devisees, agents, employees, personal representatives, administrators, attorneys, guardians, conservators, trustees, fiduciaries, grantees, donees, successors, and assigns.

7. This Agreement contains the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the parties. Any modification to this Agreement must be made in writing and signed by both parties.

8. This Agreement shall be interpreted according to the laws of the State of Colorado.

9. If any one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Further, any provision found to be invalid, illegal or unenforceable shall be deemed, without further action on the part of the parties hereto, to be modified, amended and/or limited to the extent necessary to render such provisions valid and enforceable.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

EMPLOYEE UNDERSTANDS THAT THIS AGREEMENT IS A FINAL AND BINDING WAIVER OF ANY CLAIMS AGAINST THE CITY INCLUDING CLAIMS FOR AGE DISCRIMINATION UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

THE ONLY PROMISES MADE TO CAUSE EMPLOYEE TO SIGN THIS AGREEMENT ARE THOSE STATED IN THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES THAT CITY HAS ADVISED HIM TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.

EMPLOYEE AFFIRMS THAT THIS AGREEMENT HAS BEEN FULLY EXPLAINED BY EMPLOYEE'S ATTORNEY(S), OR THAT EMPLOYEE HAS WAIVED CONSULTATION WITH AN ATTORNEY, CONTRARY TO THE CITY'S RECOMMENDATION.

EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS THE RIGHT TO REVOKE THIS AGREEMENT FOR SEVEN (7) DAYS AFTER SIGNING IT. THIS AGREEMENT WILL NOT BE EFFECTIVE UNTIL THAT TIME HAS PASSED.

IN WITNESS WHEREOF, the parties hereto have executed this Separation Agreement and Release as of the date first above written, and agree to and accept the terms set forth herein.

Employee:

Raymond C. Lee, III
Employee

APPROVED AS TO LEGAL FORM:

Michael Gates
Foster Graham Milstein & Calisher, LLP
Attorney for the Employee

THE CITY OF GREELEY, COLORADO:

ATTEST:

By:_____
Mayor

_____
City Clerk

APPROVED AS TO FUNDS AVAILABILITY:

By: _____
Tyra Litzau
Director of Finance

APPROVED AS TO LEGAL FORM:

By:_____
Stacey Aurzada
City Attorney

ADDENDUM REQUIRED PURSUANT TO C.R.S. § 24-34-407(1)

The Parties to the Agreement attest to compliance with C.R.S. § 24-34-407(1).

VERIFICATION OF RAYMOND C. LEE, III

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

Executed on the_____ day of _____, 2025.

Raymond C. Lee III

Raymond C. Lee, III

VERIFICATION OF CITY OF GREELEY, COLORADO

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

Executed on the _____ day of _____, 2025.

_____

John Gates, Mayor

Exhibit A- City equipment

Latitude 9440 Laptop
Apple iPad Pro 12.9 1TB
Wireless Keyboard for desk
Wireless Keyboard for TV
Speakerphone for office and travel
Apple iPad pencil
14inch Portable Monitor
iPad charging cable
LaserJet printer for office
Apple iPad Trackpad
Apple iPad Magic Keyboard
Apple iPad HoverBar Stand
Apple iPad Magnetic Stand
Apple iPad Charge Cable
Apple iPad Digital AV Adapter
Apple iPad CoverBuddy iPad Case
Lighting Kit for desk
Lighting kit for travel
34inch Curved Video Monitor for desk
Dell OptiPlex 7090 computer for 75in TV
Polishing Cloth
Apple TV 4k
Belkin 180W 4 Port USBC Charger
96W USB-C Power Adapter
1 Owl Device and Expansion Microphone and Owl Carrying Case
67W USB Charger iPad
Additional 96W USB Charger iPad
30W USB Charger iPad
Additional 67W USB Charger iPad
Additional 30W USB Charger iPad
USB-C Charger 7 Port for Desk
USB-C Charger 7 Port for Travel
Benks L40 Pro Headphone Stand Headset Holder
ProCase Hard Case for New Airpods Max
Airpods Max Space Gray
Airpods Max Case
Airpod ProCase Hard Case
AirPods Pro
Tower
Fast Car Charger

Council Agenda Summary

November 10, 2025
Key Staff Contact:

Title:

Consideration of a resolution appointing an Acting City Manager

Summary:

Raymond Lee has served as the Greeley City Manager since January 4, 2022. Mr. Lee plans to resign his employment as City Manager effective December 2, 2025. Pursuant to Section 4-1 of the City's Charter, the City Council is authorized to appoint an Acting City Manager while a search is conducted for an individual who will become the new City Manager.

Fiscal Impact:

The Acting City Manager will receive an increase in salary an amount to be determined.

Legal Issues:

None

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. 66, 2025

CITY OF GREELEY, COLORADO
RESOLUTION NO. 66, 2025

A RESOLUTION APPOINTING BRIAN MCBROOM AS ACTING CITY MANAGER

WHEREAS, on November 10, 2025 City Manager Raymond Lee tendered his resignation effective December 2, 2025; and

WHEREAS, Mr. Lee may be out of the office prior to his last day beginning on November 22, 2025; and

WHEREAS under Sec. 4-1 of the City Charter, the City Council may appoint or designate an Acting City Manager during the period of a vacancy in the office or during the absence of the City Manager from the City; and

WHEREAS, a City Council election was held on November 4, 2025 and the incoming Councilmembers will be seated on November 18, 2025 after which the Council will not have another meeting until December 2, 2025 due to the Thanksgiving holiday; and

WHEREAS, given this timing, the City Council believes it is in the best interests of the City to immediately appoint an Acting City Manager to ensure continuity of operations while the newly seated Council determines how to proceed with filling the City Manager vacancy; and

WHEREAS, due to the foregoing circumstances, an Acting City Manager should be appointed to serve at all times that Mr. Lee is out of the office, and from the period beginning on December 3, 2025 until a permanent City Manager is appointed; and

WHEREAS, naming an Acting City Manager at this time will provide a period of transition and the opportunity for Mr. Lee to provide information and training to the Acting City Manager, and Council directs Mr. Lee to do so; and

WHEREAS, the City Council believes it is in the best interests of the City to appoint an Acting City Manager in anticipation of the vacancy in the City Manager position.

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

1. Brian McBroom is hereby appointed to serve as Acting City Manager during any period that City Manager Raymond Lee is absent from the office, and from December 2, 2025 until City Council appoints a permanent City Manager; and

2. During his tenure as Acting City Manager, Mr. McBroom shall have all of the responsibilities, duties, functions and authority of the City Manager until such time as City Council appoints another City Manager; and

3. That Mr. McBroom shall receive an increase to his salary for additional duty pay in an amount to be determined applying established compensation principles and in an amount to be approved by the Mayor; and

4. That said salary increase should be in effect at all times that Mr. McBroom is serving as Acting City Manager; and

5. The Acting City Manager serves in this capacity at the will of the City Council and will be returned to their former position upon the City Council's appointment of another individual to serve as City Manager.

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

ATTEST: **THE CITY OF GREELEY, COLORADO**

By: _____ By: _____
City Clerk **Mayor**

Special City 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

Special City Council Agenda Summary

Title
Adjournment