

Greeley City Council Agenda

Regular Meeting

Tuesday, December 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/87330301695>

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

Dale Hall

Councilmembers

Tommy Butler - Ward I

Deb DeBoutez - Ward II

Johnny Olson - Ward III

Brian Rudy - Ward IV

Mayor Pro Tem Melissa McDonald - At-Large

Ryan Roth- At-Large



City Council Regular Meeting Agenda

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via Zoom at: <https://greeleygov.zoom.us/j/87330301695>

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1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Recognitions and Proclamations
 - a. 16 Days of Activism Against Gender Violence Proclamation
 - b. 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. Resolution establishing the 2025 Downtown Development Authority Tax Levy and directing the certification of the same to the Board of County Commissioners
10. Resolution approving the 2026 Budget of the Greeley Downtown Development Authority and appropriating funds for the budget

11. Resolution authorizing the forgiveness of Community Development Block/Home Investment Partnership Program Loans to High Plains
12. Resolution authorizing the forgiveness of a Community Development Block Grant Loan to the Housing Authority of the City of Greeley
13. Resolution of the City Council of the City of Greeley, Colorado, authorizing the City to enter into a settlement agreement with Taneah Perez resolving all claims against the City of Greeley, its officers, and employees
14. Resolution authorizing the City to enter into a professional services contract between the City of Greeley and Engineering Analytics, Inc. for project management and construction oversight
15. Introduction and first reading of an ordinance amending Title 24 of the Greeley Municipal Code relating to a text amendment to the Greeley Development Code codifying the fast track review process for affordable housing
16. Introduction and first reading of an ordinance reauthorizing the Citizen Budget Advisory Committee, Citizen Transportation Advisory Board, Commission on Disabilities, Downtown Development Authority, Golf Advisory Board, Historic Preservation Commission, Rodarte Community Center Advisory Board, Stormwater Board, and Youth Commission for a period of three years
17. Introduction and first reading ordinance designating 1000 10th Street on the Greeley Historic Register

End of Consent Agenda

18. Pulled Consent Agenda Items
19. Resolution calling a Special Municipal Election to be held on February 24, 2026 and submitting to the Registered Electors of the City of Greeley at said Special Election a Referendum seeking to repeal Ordinance 30, 2025
20. Introduction and first reading ordinance repealing Ordinance 30, 2025 which changed 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
21. City Manager Selection Process Overview
22. Motion to go into Executive Session to meet with Acting City Manager Brian McBroom for the purpose of establishing performance expectations and performance goals
23. Motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances
24. Scheduling of Meetings, Other Events
25. Adjournment



Council Agenda Summary

Item: 5.

Title:

Recognitions and Proclamations

Summary:

Mayor Hall will present a proclamation:

- 16 Days of Activism Against Gender Violence

Mayor Pro-tem McDonald will present the *What's Great about Greeley* Report.

Attachments:

16 Days of Activism Against Gender Violence Proclamation



16 DAYS OF ACTIVISM AGAINST GENDER VIOLENCE

WHEREAS, we, as citizens of this community, recognize the worldwide problem of violence against women occurs even here in Greeley, Colorado; and

WHEREAS, gender violence is traumatic to the body, mind, and spirit and can prevent people from being fully active participants at home and in the world; and

WHEREAS, we support efforts of individuals and organizations, such as the Zonta Club of Greeley, to raise awareness, stimulate discussion, and advocate for local solutions that will curb gender violence; and

WHEREAS, the Zonta Club of Greeley is part of Zonta International, founded in 1919, which has worked to Build a Better World for Women and Girls for over 100 years, and

WHEREAS, Zonta International, a non-governmental organization, has general consultative status with the Economic and Social Council of the United Nations, which promotes the human rights of all women and girls and seeks to reduce violence against them, and

WHEREAS, the Zonta Club of Greeley joins over 1000 Zonta clubs in 63 countries in the international **Zonta says No to Violence against Women** campaign to assert that the right to be free of violence is a fundamental human right for all persons.

NOW THEREFORE, I, Dale Hall, Mayor of the City of Greeley, Colorado, do hereby proclaim the 16 days between November 25th, International Day to Eliminate Violence Against Women, and December 10th, International Human Rights Day, as the **16 Days of Activism Against Gender Violence**. All citizens are urged to work to end gender violence and to eliminate the detrimental consequences gender violence has on the well-being of our citizens.

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 December 2025.

Dale Hall, Mayor



City Council Meeting
December 2, 2025

An aerial photograph of a city, likely Denver, with a large white banner overlaid in the center. The banner contains the text of the Athenian Oath. The background shows a cityscape with various buildings, including a prominent brick building on the left, and a vast mountain range 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

University High Wins Class 4A State Volleyball Championship

- Second state title for the Bulldogs.



UNC Named a Career-Connected Campus by CDHE

- CDHE – Colorado Department of Higher Education.
- Campus-wide commitment to career readiness and success after graduation.







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.



Council Agenda Summary

Title

Reports from Mayor and Councilmembers

Summary

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



Council Agenda Summary

Title

Initiatives from Mayor and Councilmembers

Summary

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

Initiatives will generally fall into three categories:

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

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

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Next Steps & Schedule	Anticipated Deliverable & Date (Report, Council Presentation, etc.)	Assigned to:
11-2023	Clark/Butler	Artificial turf and landscape standards	August 1, 2023 Council Meeting	*Come back to Council with a draft ordinance	Staff will schedule for a later date.	Don Threewitt
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 by the end of December. Then it will be brought to Council by March/April.	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 more detailed update regarding Code Compliance progress was provided in the August 29 weekly update. A follow-up worksession will be scheduled this winter.	Kelli Johnson/Buxton Demers
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.	Recieved proposals on 2/13 and now in the evaluation Starting phase 1 (procedures chapter) and remaining phases are on hold pending budget.	Don Threewitt
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.	A follow up presentation is scheduled for the January 13 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 December/January timeframe.	Allena Portis

11-2025	McDonald	Contractor Licensing		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.	A work session is tentatively scheduled for February 10, 2026.	Don Threewitt
			Council Meeting			



Council Agenda Summary

December 2, 2025

Key Staff Contact: Nathan Mosley, Budget and Policy Director

Title:

Resolution establishing the 2025 Downtown Development Authority Tax Levy and directing the certification of the same to the Board of County Commissioners

Summary:

This resolution establishes the 2025 tax levy for taxes to be collected in 2026 and authorizes the City Clerk to certify to the Board of County Commissioners that the tax levy has been established for 2025. The electors of the Downtown Development Authority (DDA) approved a 5 mill ad valorem real and personal property tax on property of the DDA on November 4, 2008. This resolution imposes that 5 mill levy.

Fiscal Impact:

Fiscal Impact: Approving the Mill Levy is necessary to provide the DDA funds to operate.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth

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. 70, 2025

**CITY OF GREELEY
RESOLUTION NO. 70, 2025**

**RESOLUTION ESTABLISHING THE 2025 DOWNTOWN DEVELOPMENT
AUTHORITY TAX LEVY AND DIRECTING THE CERTIFICATION OF THE SAME
TO THE BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Downtown Development Authority (the “DDA”) in the City of Greeley, Colorado, was created under the provisions of Part 8 of Article 25 of Title 31, C.R.S.; and

WHEREAS, by special election held November 4, 2008, the qualified electors of the DDA approved a five mill ad valorem tax on real and personal properties within the District;

WHEREAS, pursuant to said election approval and the provisions of Section 31-25-817 C.R.S., the City Council of the City of Greeley is authorized, in addition to the regular ad valorem tax and special assessments for improvements, to impose and levy an ad valorem tax on all real and personal property within the boundaries of the DDA not exceeding five mills on the valuation for assessment of such property; and

WHEREAS, the Board of Directors of the DDA in the City of Greeley, Colorado, considered a proposed budget on November 20, 2025 and recommended to the Greeley City Council that it impose and levy five mills on all real and personal property within the boundaries of the DDA; and

WHEREAS, the City Council considered the proposed DDA budget, and has considered the certificate from the Weld County Assessor showing that the total assessed valuation of property attributable to the five mill ad valorem property tax by the Downtown Development Authority District in the City of Greeley for the year of 2025 is \$45,383,877; and,

WHEREAS, based upon consideration of the data referred to above, the City Council has determined that the additional rate of taxation necessary to produce the required tax revenues for the 2026 DDA budget is 5.000 mills.

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

Section 1. The tax levy to be applied to the valuation for assessment of property subject to taxation by the City of Greeley, Colorado as certified by the County Assessor for the current year, for the properties located within the DDA boundaries is hereby established at 5.000 mills, in addition to all regular ad valorem tax and special assessments.

Section 2. The Mayor is hereby authorized and directed to sign a statement certifying to the Board of County Commissioners that the tax levy for 2025 for the DDA has been established at 5.000 mills, in addition to all other regular ad valorem taxes and special assessments.

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

ATTEST:

THE CITY OF GREELEY COLORADO

By: _____
City Clerk

By: _____
Mayor

**CITY OF GREELEY
FOR THE
DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT**

CERTIFICATION OF TAX LEVY

FOR 2025

STATE OF COLORADO)
COUNTY OF WELD)
CITY OF GREELEY)

The undersigned Mayor of the City of Greeley, Colorado hereby certifies that the City Council of the City of Greeley, on December 2, 2025, established by resolution that the 2025 tax levy for property in the Downtown Development Authority in the City of Greeley will be 5.000 mills in addition to all regular ad valorem taxes and special assessments. All steps and hearings required to be conducted and completed prior to the establishment of the tax levy were in fact taken and concluded, in accordance with law. A true copy of the resolution establishing said levy is attached hereto.

Dated this 2nd day of December, 2025.

City Clerk

Mayor

NOTICE OF TAX LEVY FOR 2025
(Downtown Development Authority Property in the City of Greeley, Colorado)

STATE OF COLORADO)
COUNTY OF WELD)
CITY OF GREELEY)

Whereas, at the regular meeting of the Council of the City of Greeley held at 1001 11th Avenue, in the City of Greeley, on the 2nd day of December, 2025, the following resolution was unanimously adopted:

"Be it Resolved and Ordered by the City Council, that upon valuation of assessable property within the boundaries of the Downtown Development Authority in the City of Greeley as certified by the County Assessor for the current year, in addition to all regular and ad valorem taxes and special assessments, there be and is hereby levied for:

Purposes authorized by 31-25-817, C.R.S.	5.000 mills
Interest	mills
Payment of Bonds	mills
Outstanding Warrants	mills
Special Improvements	mills
Parks	mills
Library	mills
Streets and Alleys	mills
Contingent	mills
TOTALS	5.000 mills

Passed by the City Council of Greeley, Colorado and approved this 2nd day of December, 2025.

ATTEST:

City Clerk

Mayor

(Seal)

Note: The Clerk or Secretary will immediately upon passage of this resolution deliver or cause to be delivered to the County Commissioners of the County and State aforesaid, a certified copy of said resolution with the seal thereto attached; also signed by the Mayor or President and Clerk or Secretary of Board.



Council Agenda Summary

December 2, 2025

Key Staff Contact: Nathan Mosley, Budget and Policy Director

Title:

Resolution approving the 2026 Budget of the Greeley Downtown Development Authority and appropriating funds for the budget

Summary:

This resolution approves the Greeley Downtown Development Authority (DDA) budget and authorizes the appropriations for the fiscal year 2026 (January 1, 2026 - December 31, 2026).

Fiscal Impact:

Total appropriations for the DDA in the resolution are \$786,250 for operational expenditures.

Legal Issues:

None.

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth

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. 71, 2025 with Exhibit A
2. DDA Meeting Minutes 11-20-25

CITY OF GREELEY

Resolution No. 71, 2025

**A RESOLUTION APPROVING THE 2026 BUDGET OF THE GREELEY DOWNTOWN
DEVELOPMENT AUTHORITY AND APPROPRIATING FUNDS FOR THAT BUDGET**

WHEREAS, the Downtown Development Authority (the “DDA”) in the City of Greeley, Colorado was created under the provisions of Part 8 of Article 25 of Title 31, C.R.S.; and

WHEREAS, the Board of Directors of the DDA in the City of Greeley, Colorado, has reviewed and considered a proposed budget on November 20, 2025.

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

Section 1. Pursuant to 31-25-816(1), C.R.S., the City of Greeley hereby approves for fiscal 2026 (January 1, 2026 to December 31, 2026) the annual budget for the DDA in the City of Greeley, Colorado; which consists of a document designated as such, including proceeds of a tax levy of 5.000 mills upon real and personal property within the DDA.

Section 2. The annual budget of the DDA for the year 2026, as adopted by the DDA and approved by the City, shall be on file in the City Clerk's office for public inspection during office hours of such office for the entire year of 2026; that budget attached hereto and incorporated herein as Exhibit “A”.

Section 3. There are hereby appropriated for fiscal year 2026 the following amounts:

Fund Description	Amount
Normal Operations	\$ 786,250
Total	\$ 786,250

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

ATTEST

THE CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayor

Exhibit A

2026 Proposed DDA Operational Budget

2026 Proposed DDA Operating Budget		
INCOME	2025 Amended	2026 Proposed
Operating Income		
4110- City Sales Tax Allocation	\$ 250,000	\$ 250,000
4111- Specific Ownership	\$ 12,000	\$ 12,000
4112- Mill Levy	\$ 280,000	\$ 320,000
4120- Contributions	\$ 12,750	\$ 12,000
4140- Parking Lease	\$ 2,400	\$ 2,400
4142- Oil & Gas Income	\$ 410	\$ 380
4143- Miscellaneous Income	\$ 5,335	\$ 500
Program & Events Income		
4149- WinterFest & HOH Income	\$ 6,000	\$ 7,000
4150- Oktobrewfest Income	\$ 132,645	\$ 120,000
4158- Blarney on the Block Income	\$ 1,750	\$ 10,000
4180- Friday Fest Income	\$ -	\$ 50,000
4300- Other Events Income	\$ 2,350	\$ 8,500
Total Income	\$ 705,640	\$ 792,780
EXPENSES		
Administrative Expenses		
5050- Accounting Services	\$ 13,000	\$ 14,000
5109- EZ Fund 1.5% Admin Fee	\$ 190	\$ 300
5112- Bank Charges	\$ 500	\$ 500
5113- LOC Interest Expense	\$ 800	\$ 1,100
5121- Miscellaneous Expense	\$ 1,000	\$ 1,000
5132- Office Supplies	\$ 2,500	\$ 3,000
5134- Professional Development	\$ 5,300	\$ 11,000
5135- Subscriptions & Memberships	\$ 4,500	\$ 5,500
5153- Office Cleaning & Trash	\$ 2,700	\$ 3,000
5155- Parking Lot Expense & Tax	\$ 700	\$ 850
5165- Meals & Entertainment	\$ 2,500	\$ 3,000
5185- Rent/Utilities/Parking Permits	\$ 40,000	\$ 44,000
5190- Board	\$ 4,500	\$ 5,000
5195- Office & Event Equipment	\$ 1,000	\$ 3,000
5196- Office & Equipment Insurance	\$ -	\$ 1,500
5197- Treasurers Fee- Mill	\$ 4,400	\$ 5,000
Payroll Costs		
5101- Salaries	\$ 305,000	\$ 326,000
5102-5108- Benefits & Payroll Taxes	\$ 54,000	\$ 70,000
Program & Events Expenses		
5110- Advertising & Marketing	\$ 46,000	\$ 50,000
5159- WinterFest & HOH	\$ 5,000	\$ 7,000
5200- Oktobrewfest	\$ 71,800	\$ 75,000
5300- Friday Fest Expenses	\$ -	\$ 65,000
5351- Community Event Grants	\$ 13,000	\$ 15,000
5352- Rental Assistance Program	\$ 66,000	\$ 55,000
5500- Other Events	\$ 3,300	\$ 15,000
5505- Blarney on the Block Expense	\$ 2,400	\$ 6,500
Total Expenses	\$ 650,090	\$ 786,250
Net Income	\$ 55,550	\$ 6,530
Beg. Operating Balance	\$ 753,887	\$ 809,437
Projected 2027 Beg. Operating Balance	\$ 809,437	\$ 815,967



Greeley Downtown Development Authority
Minutes – Board of Directors Meeting – LINC Library Innovation Center – November 20, 2025

Board Members in Attendance: Andy Feinstein (Chair), UNC; Matt Estrin, 477 Distilling & Oak and Maple (Vice-Chair); Christine Kutil, Richmark (Treasurer); Brian Seifried, Sexy Sammies; Tommy Butler, Greeley City Council; Ryan Roth, Greeley City Council; Kimberly Ponce, Kimberly's Event Center Lounge; Kevin Ross, Weld County Commissioners; Matt Hottt, High Plains Library District; Linda Winter, Accessories with a Flair!...and Hair; Theresa Myers, Greeley-Evans School District 6

Additional Attendees: Melissa Marmitt, City of Greeley; Phil White, Phil's Pro Auto; Andrew Wronkowski, Greeley Police Department

DDA Staff in Attendance: Bianca Fisher, Executive Director; Karen Baumgartner, Office & Event Manager; Daniela Hernandez, Marketing & Event Coordinator; Gii Astorga, Business Engagement & Event Coordinator

Meeting Called to Order:

- Andy Feinstein called the meeting to order at 7:33 am

Meeting Minutes:

- Andy Feinstein referenced the October DDA Minutes and called for a vote of approval. Kevin Ross moved to approve, Tommy Butler seconded, motion carried.

Partner Updates:

Greeley Police Department (Andy Wronkoski)

- More calls for service this past month resulting from an increase in hotspots and foot patrols
- More narcotics citations were issued in the park this past month and there was a warrant arrest
- Since the Cold Weather Shelter opened, there has been a drop in the homeless population downtown
- Andy is checking cameras each morning as allowed, and reminded everyone to call right away if you see something
- Santa Cops Gift Distribution Event is December 7 at the DoubleTree Hotel and volunteers are needed—please contact Courtney Salzer

County (Kevin Ross)

- The Commissioners are wrapping up budget and have had the second reading of 3
- Civic Campus update- wrapping up contracts with City and School District, have purchased all of properties needed but one
- Check out the updated Safety Plan on the County website

City (Tommy Butler and Ryan Roth)

- Will get City Staff to attend our Board meetings for reporting purposes
 - Bianca Fisher let everyone know that she had received an email from Kelli Johnson asking to be added to meeting notifications

- Will be doing a nationwide search for a new City Manager and next Friday will be the effective last day for Raymond Lee; Brian McBroom will be the acting City Manager
- Ryan Roth will be taking over for Deb Deboutez as the new City Council Alternate to our board
- Historic Preservation hearing for the round City Hall Building will be on December 1st and will go before Council on the 2nd and 16th (final reading and public hearing)
 - Bianca Fisher said she will send out the information for the Historic Preservation meeting for anyone who wishes to attend, and reminded everyone that the DDA declined to nominate the property for historic designation

Action Items:

Resolution to Transfer of Assets from DGPA (Bianca Fisher)- Attachment A

- The DGPA was established to offer Go-Cup at Friday Fest and will continue to do so, but without the confusion around organizational roles and functions
- To memorialize the clarity around roles, the DGPA has agreed to transfer all assets (financial and tangible) to the DDA and have already approved a resolution doing so, and now the DDA Board is asked to receive these assets and memorialize this transfer
- All equipment is already in the DDA's possession and has been jointly funded over the years with the DGPA; the DGPA will still have access to event equipment (like stage, sound and lighting) but it will be the responsibility of the DDA to maintain, store and replace as needed
- Kevin Ross moved to accept the resolution as written in name and title, Theresa Myers seconded, motion carried with Matt Estrin abstaining

Resolution to Terminate Simple IRA & Established 401(k) (Andy Feinstein)- Attachment B

- For the past 13 years, the DDA has maintained a SIMPLE IRA plan for the staff with 3% matching for employees, which is the maximum match
- We would like to switch to a 401(k) plan with a 6% match for all full-time eligible employees to make us competitive with other DDAs across the state
- This would be a \$11,748 overall budget increase, including \$2,000 in administrative costs
- The plan would be safe harbor with 100% vesting, and we will work with Focus Partners to administer the plan through JULY; they will serve as the fiduciary
- Matt Estrin moved to accept the resolution as written in name and title, Theresa Myers seconded, motion carried

Budget Approvals (Christine Kutil):

2025 Approved & Amended Operating Budgets- Attachment C

- The increase in Miscellaneous Income resulted from the impending closing of the DGPA account and transfer of funds to the DDA
- Changes to Program & Events Income and Expenses came from splitting out Blarney on the Block and Cinco de Mayo
- Professional Development was lower since the DCI Conference was in Greeley and there were no registration fees or lodging costs for the staff
- Meals & Entertainment Expenses were higher due to an increase in Business Spotlights
- Utilities were higher due to an increase that Bianca Fisher is talking to the building owner about
- Board Expenses were higher since we started purchasing food for Board Meetings to support 16th Street businesses during construction
- Salaries were a little higher due to salaries increases
- Rental Assistance Program expenses were up just a bit which is good because it means that businesses are using the program
- Since we budget low for Oktobrewfest, there was a large increase in income which can be attributed to sponsorships and great weather that weekend, which is a huge factor
- Net income for the year increased from \$5,250 to \$55,150

- Kevin Ross moved to accept the 2025 Approved & Amended Budgets, Matt Estrin seconded, motion carried

2026 Proposed Operating Budget- Attachment D

- Proposed budget is similar to last year's budget
- Miscellaneous Income will go back down and so will the Oktobrewfest Income
- Increase income for 2026 by \$90,000
- Administrative expenses are in line
- DCI Conference expenses have been added back in including registration fees and conference lodging and meals
- Standard bump in Rent & Utility Expenses, advertising for more Business Spotlights and window displays
- Salary increases and 401(k) Match have been factored in
- Increase in Event Expenses due to the addition of Friday Fest and a bump in expenses for other events
- Projected Net Income of \$6,530
- Kevin Ross moved to approve the 2026 Proposed Operating Budget, Tommy Butler seconded, motion carried

2025 Approved & Amended TIF Budgets- Attachment E

- Earned more interest in ColoTrust which is proving to be a good investment
- The City of Greeley appropriated the Construction Impact Grant dollars for the Civic Campus project this year, but it will not be used until next year
- Treasurer's Fees were double what the budget was due to the fact that two years of fees were paid out this year (timing issue)
- Kevin Ross moved to approve the 2025 Approved & Amended TIF Budgets, Theresa Myers seconded, motion carried

2026 Proposed TIF Budget- Attachment F

- TIF Income increased due to projected property tax increase
- Increase in budget for Building Improvement Grants
- Decrease in budget for Cameras since expenses would just include replacements and maintenance
- Treasury Fees will move back to the typical amount since we won't have double hit in 2026
- Just a reminder that \$1 Million has been committed for the Civic Campus parking structure
- Kevin Ross moved to approve the 2026 Proposed TIF Budget, Andy Feinstein seconded, motion carried

Quality Inn/Delta Hotel Redevelopment Incentive

- Bianca Fisher updated that this action item will be brought forward to the Board next month after additional due diligence is completed

Executive Director Report (Bianca Fisher):

- Bianca thanked the Board for their vote to support the new 401(k) plan, thanked Brian Seifried for Luna's tenure Downtown and announced that the new tenants will be Tres Amigos, who plan to be open in March after some remodeling

Board & Staff

- A big thank you to Deb Deboutez for serving as the City Council Alternate on the DDA Board since December 2021! Over the past 4 years, your commitment, service and advocacy on behalf of Downtown Greeley have been immensely appreciated
- Welcome to Ryan Roth, recently seating City Council Member At-Large, who will be serving as the new City Council Alternate!

- After much research and planning, the DDA will be replacing its Simple IRA plan with a new 401(k) plan that will offer greater benefits to the DDA team
- I have conducted the annual staff reviews and am proud of the progress our team has made this past year and look forward to a great year ahead!

Finance

- Currently in the process of insurance renewals for the DDA office, equipment, and all events; we will be adding general and liquor liability for Friday Fest under our policy; anticipating there will be an increase but will not know the impact until early December
- TIF Cash Flow included for reference- **Attachment G**

Business Updates

- Recently Closed:
 - Luna's Tacos & Tequila- 806 9th Street
 - La Petite French Bakery- 919 16th Street
- Now Open:
 - Enduro Cycle- 1544 10th Avenue (indoor cycling studio)
- Coming Soon:
 - Alkynes of Vines- 918 9th Avenue
 - Ellie's Corner- 920 9th Avenue
 - Domino's Pizza- 1105 11th Avenue
 - Tres Amigos- 806 9th Street (2026)
 - Edison's Ice Cream- 911 8th Avenue (2026)

Economic Development & Business Support

- Attended the City of Greeley's Economic Development and Urban Renewal staff meeting and presented at "TIF 101" to provide context of how TIF is generated and what we have used these funds for to support growth and development downtown
- Met with Rick Ruggieri, the City's Chief Public Safety Officer, to discuss upcoming changes to the downtown security operations; will also be working with him as he pulls together forums to hear from businesses on any public safety concerns
- Met with new owners of Ellie's Corner before they signed their lease to give them information on DDA grants, connection to the Downtown Business Group, and opportunities to participate in events and marketing
- Attended the open house at 1024 8th Street held by the commercial broker to highlight this unique property that could be several creative uses such as gallery, studio, cafe/restaurant, event or retreat space, retail showroom, professional office, salon or many more
- Facilitated the monthly DDA Capital Investment Committee, where the committee approved two new Retail & Restaurant Rental Assistance applications for Ellie's Corner Bakeshop (920 9th Ave) and Alkynes of Vines (916 9th Ave), and discussed the incentive offering for the Quality Inn/Delta Hotel that is being considered by the Board today
- Civic Campus milestones and progress:
 - Weekly meetings with City staff and Richmark Vertikal team continue to discuss project updates, needs, and current timelines
 - Serving on committees for communication, parking, small business support and public realm
 - John Hall will be presenting an update to the Downtown Business Group (DBG) tomorrow at Luna's—feel free to attend!

Downtown Environment

- All Terrain has completed hanging the Christmas lights in the trees in Lincoln Park; they are working on minor repairs and will do a dry run this week ahead of Light Up Lincoln next Saturday; all wreaths have been hung on street poles leading into downtown and the 4 cone trees have been installed on the plazas

- Working with the City and a contract graphic designer for the 13 new Big Belly trash unit that will be installed on 16th Street; this is a great opportunity to showcase Downtown Greeley's Discover the Draw branding
- Year-round tree lighting on the plazas and 8th Ave medians is complete; minor tweaks are being made, and we will work on a schedule to change the color of the uplighting
- Service for the new alley trash consolidation efforts began last week and has been going well; a couple property owners will be transitioning to these units so we should see a reduction in the number of dumpsters in the alley
- 16th Street Construction Updates, as of November 17: work on south side of street is 40% complete; crews will be working on Saturdays to keep the project on schedule
 - Completed:
 - The street is open to westbound traffic on 16th Street. Traffic signals have been removed, and the intersections are now partial roundabouts.
 - Trench drain installation between 9th and 11th Avenue
 - Underground drainage piping and manhole installation at 16th Street and 9th Avenue
 - Concrete pavement pours at the 9th Avenue roundabout and 16th Street
 - Concrete pavement pours between 10th and 11th Avenue
 - Ongoing:
 - Curb and gutter placement from 9th to 10th Avenue
 - Sidewalk pours from 9th to 10th Avenue
 - Concrete pavement pours between 9th and 10th Avenue
 - Upcoming Work:
 - Concrete seat wall and masonry wall construction
 - Curb and gutter pours at 16th Street and 10th Avenue roundabout
 - Concrete pavement pours at 16th Street and 10th Avenue roundabout

Community Engagement & Professional Development

- Had the privilege of serving as a mentor for the gBeta Mentor Swarm, meeting with the five dynamic startups in the Fall 2025 cohort, learning about their innovative new products and offering insights and reflections
- Presented at the Commercial Brokers Luncheon, held at 1024 8th Street, to share about update on new businesses, development progress, and other downtown news
- Attended City Council meeting and said goodbye to outgoing council members, John Gates and Brett Payton, and welcomed new Council members, Ryan Roth and Brian Rudy
- Regular monthly meetings: BizWest Greeley Editorial Board, one-on-one with DDA Board Chair Andy Feinstein, Downtown Business Group

Commercial Property Updates

Recently Sold:

- 908 11th Avenue- 5,040 SF; \$850,000 on 11/3/25
- 1014, 1018 & 1020 9th Street- 35,170 SF; \$4.6M on 10/24/25
- 804 8th Street #6 (Shaw loft)- 1,625 SF; \$415,000 on 10/23/25
- 917 10th Ave & 1015 10th St- 28,443 SF; on 10/7/25
- 930 11th Avenue- 5,223 SF; \$1,056,500 on 10/7/25

For Sale Only:

- 822 8th Street (Lincoln Park Emporium)- 34,750 SF; \$3.95M
- 710 11th Avenue (Greeley Building)- 48,205 SF; \$6.817M
- 609 13th Street- 3,144 SF; \$299,000
- 708 8th Street- 910 SF; \$550,000
- 1024 8th Street (Boomer House)- 3,583 SF; \$750,000
- 922 8th Avenue- 5,618 SF; \$895,000

- 701 7th Street (D&D Bean bldg)- 13,500 SF; \$1.3M

For Sale or Lease:

- 1215 8th Avenue (former Salvation Army)- 13,031 SF; \$2M SALE or \$7-\$57/SF NNN
- 1228 8th Avenue (David's Auto Sales)- 1,269 SF; \$500,000 SALE or \$23-\$44/SF NNN
- 813 8th Street (former TightKnit Brewing)- 10,750 SF; TBD SALE or \$14/SF + \$6.70/SF NNN
- 810 8th Street (church)- 4,800 SF; \$834,580 SALE or \$10/SF Modified Gross
- 710 12th Street (part of former Moffat)- 5,700 SF; \$957,600 SALE or \$11.50/SF + \$5/SF NNN

For Lease Only:

- NEW: 916 8th Avenue- 900 SF; \$1,690/mo + utilities
- 1013 9th Ave Unit 1 & 3- private office spaces above Yetters Brewing; \$400/mo
- 807 17th Street- 1,348-5,476 SF; \$14/SF
- 800 8th Avenue- 621-5,043 SF; \$12.50/SF + \$8.50/NNN

For the full list of properties, visit <https://www.greeleydowntown.com/commercial-properties/>

Events & Marketing Report (Daniela Hernandez):

No verbal report, but following written report provided to the Board:

Weekly Spotlights

- Since last meeting, we have visited The Shelby, Midnight Oil and Maker's Mercantile and Studio. Upcoming spotlights will include Wm Moore Jewelers, Winchell's, The Ranch, Warm Hugs and Ginger Cat

WinterFest

- Saturday, September 29th – Holiday Open House from 10am-5pm and Light Up Lincoln at 5:30pm
- Saturday, December 6th – Holiday Lane Downtown from 4:30-7:30pm
 - Will include a Par Hopper Santa Mini Golf Crawl from 1-7pm
- Wednesday, December 10th – Pictures with Santa at the Gazebo in Lincoln Park from 5-7pm
- Saturday, December 13th – Creative District Santa's Workshop at LINC from 10am-4pm
- Also working with Downtown businesses on the Dazzle Downtown window decorating contest – offering mini grants to help with decorations if needed
- A full flyer of all events can be found on our website

Menorah Lighting

- Mid-December
- Will be coordinating event with Rabbi Gorelik and he will be reaching out to the City to finalize date and
- time

Downtown Greeley Discover the Draw

- Mailed 3,000 copies of the new Brochure to Evans zip codes and have been distributing them to Downtown
- Businesses, hotels, etc.
- Have been slowly updating all of our event branding to compliment our Discover the Draw campaign
- branding

Downtown Gift Card

- Last 30 days issued 8 gift cards and 3 have been redeemed for a value of \$120.00
- Designed window stickers for participating locations to help with wayfinding

UNC and AIMS Marketing Opportunities

- Looking at possible kiosk and signage opportunities in the Campus Commons
- Organizing a panel with Downtown Business and UNC staff to discuss what students want
- Working on our event promotions at UNC games

Partnerships

- Meeting with annual partners to review partnerships
- Pursuing more partnerships for the upcoming year
- Talking with the City, Chamber, DoubleTree about introducing restaurant week to Greeley and surrounding areas
- Worked with the Greeley Stampede on a Where's Bucky campaign and their Breakfast with Santa at Austins

Downtown Business Group

- The November 20th meeting will be held at the former Luna's location (806 9th Street)
- Gii and Daniela are working on revamping our front window and developing display opportunities and LED
- Signage for Downtown Businesses not on the Plazas

Greeley Creative District

- Working with Megan from the City and Becca with the Creative District on First Friday

Executive Director Annual Review Executive Session

- At 8:30 am, Keven Ross moved to enter an executive session pursuant to C.R.S. 24-6-402(f)(I) for the purpose of conducting an annual performance and compensation review of the DDA Executive Director
- All board members in attendance for the November board meeting were participants in the Executive Session
- At 8:44 am, Kevin Ross moved to exit the Executive Session where no motions were made and no votes were cast, Theresa Myers seconded, motion carried

Regular meeting resumed at 8:46 am and Bianca Fisher rejoined the meeting

- Andy Feinstein thanked Bianca Fisher for the work she has been doing and went over a couple of items for her to focus on in 2026
- They also encouraged her to continue leaning on the board for any help that she might need

Kevin Ross moved to accept the letter Andy Feinstein prepared for the Executive Director Review and to approve a 3% raise, Matt Estrin seconded, motion carried

Additional Comments

- Theresa Myers let everyone know that District 6 has hired a construction and design team for their building and they will invite people to look at the plans once they are done
- Matt Estrin encouraged everyone to support the UNC Volleyball Team as they work towards a spot in the Big Sky Tournament
- Tommy Butler asked for everyone's support on Saturday as they collect Turkeys for the Weld Food Bank and try to beat District 6 by collecting the most turkeys

Meeting adjourned at 8:53 am

Attachment A**RESOLUTION OF THE GREELEY DOWNTOWN DEVELOPMENT AUTHORITY ACCEPTING THE TRANSFER OF ASSETS FROM THE DOWNTOWN GREELEY PROMOTIONAL ASSOCIATION**

WHEREAS, the Greeley Downtown Development Authority ("DDA") is a statutory authority established pursuant to Colorado Revised Statutes §31-25-801 et seq., whose mission is to "enhance Downtown Greeley's economic vitality by supporting business growth, advancing public and private development, and fostering community connection;" and

WHEREAS, the Downtown Greeley Promotional Association ("DGPA") is a Colorado nonprofit organization whose purpose is to provide entertainment opportunities to the public within the boundaries of the Common Consumption Area in the Downtown Greeley Entertainment District; and

WHEREAS, the DGPA Board of Directors has determined that transferring all remaining assets, whether wholly owned by the DGPA or jointly owned with the DDA, including but not limited to any and all bank funds, stage and sound equipment, stanchions, and other event-related equipment, to the DDA will ensure greater continuity, efficiency, and sustainability for downtown events held in the Entertainment District; and

WHEREAS, the DDA Board of Directors recognizes the DGPA's contributions to downtown revitalization and desires to continue and expand upon its mission and activities under the DDA's organizational structure;

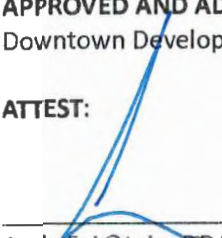
NOW, THEREFORE, BE IT RESOLVED, that the Greeley Downtown Development Authority hereby formally accepts the transfer of all assets, property, accounts, contracts, and records of the Downtown Greeley Promotional Association; and

BE IT FURTHER RESOLVED, that the DDA commits to utilizing such assets in a manner consistent with the mission, intent and purposes previously carried out by the DGPA, and in alignment with the DDA's statutory objectives; and

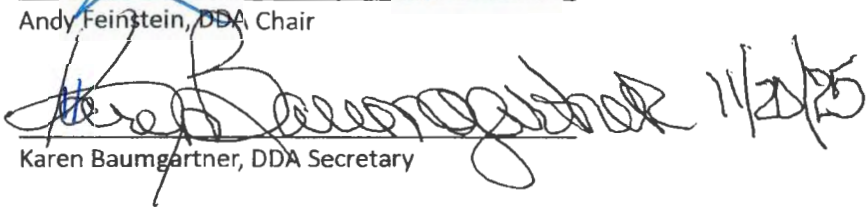
BE IT FURTHER RESOLVED, that the Executive Director and Chair of the DDA are hereby authorized and directed to execute any and all documents, agreements, or instruments necessary to complete the transfer and to ensure the proper integration of DGPA programs, resources, and activities into the operations of the DDA.

APPROVED AND ADOPTED this 20th day of November 2025, by the Board of Directors of the Greeley Downtown Development Authority.

ATTEST:


Andy Feinstein, DDA Chair

11/20/25


Karen Baumgartner, DDA Secretary

11/20/25

Attachment B

RESOLUTION OF THE GREELEY DOWNTOWN DEVELOPMENT AUTHORITY TERMINATING THE SIMPLE IRA PLAN AND ESTABLISHING A 401(K) PLAN

WHEREAS, the Board of Directors of the Greeley Downtown Development Authority (“DDA”) previously adopted and maintains a SIMPLE IRA plan for the benefit of its eligible employees (the “SIMPLE IRA Plan”);

WHEREAS, the Board of Directors has determined that it is in the best interest of the DDA and its employees to terminate the SIMPLE IRA Plan and replace it with a 401(k) plan that provides additional retirement plan flexibility and benefits;

NOW, THEREFORE, BE IT RESOLVED, that the DDA hereby terminates the SIMPLE IRA Plan, effective as of December 31, 2025, in accordance with IRS rules requiring notice to employees and proper plan wind-down procedures;

FURTHER RESOLVED, that the DDA provided all required notices verbally to eligible employees on October 31, 2025, informing them of the termination of the SIMPLE IRA Plan, as required by IRS regulations;

FURTHER RESOLVED, that the DDA shall establish a new 401(k) plan, effective January 1, 2026, for the benefit of its eligible employees;

FURTHER RESOLVED, that the Executive Director of the DDA is hereby authorized and directed to take all such actions, and to execute all such documents, as may be necessary or appropriate to implement these resolutions, including engaging third-party plan administrators, preparing plan documentation, and coordinating participant communications.

APPROVED AND ADOPTED this 20th day of November 2025, by the Board of Directors of the Greeley Downtown Development Authority.

ATTEST:

Andy Feinstein, DDA Chair

Karen Baumgartner, DDA Secretary

Attachment C

2025 Approved & Amended DDA Operating Budgets		
INCOME	2025 Approved	2025 Amended
Operating Income		
4110- City Sales Tax Allocation	\$ 250,000	\$ 250,000
4111- Specific Ownership	\$ 9,000	\$ 12,000
4112- Mill Levy	\$ 285,000	\$ 280,000
4120- Contributions	\$ 12,000	\$ 12,750
4140- Parking Lease	\$ 2,400	\$ 2,400
4142- Oil & Gas Income	\$ 400	\$ 410
4143- Miscellaneous Income	\$ 500	\$ 5,335
Program & Events Income		
4149- WinterFest & HOH Income	\$ 8,000	\$ 6,000
4150- Oktobrewfest Income	\$ 110,000	\$ 132,645
4158- Blarney on the Block Income	\$ -	\$ 1,750
4300- Other Events Income	\$ 10,000	\$ 2,350
Total Income	\$ 687,300	\$ 705,640
EXPENSES		
Administrative Expenses		
5050- Accounting Services	\$ 13,000	\$ 13,000
5109- EZ Fund 1.5% Admin Fee	\$ 1,000	\$ 190
5112- Bank Charges	\$ 500	\$ 500
5113- LOC Interest Expense	\$ 1,200	\$ 800
5121- Miscellaneous Expense	\$ 1,000	\$ 1,000
5132- Office Supplies	\$ 3,500	\$ 2,500
5134- Professional Development	\$ 7,500	\$ 5,300
5135- Subscriptions & Memberships	\$ 6,000	\$ 4,500
5153- Office Cleaning & Trash	\$ 2,200	\$ 2,700
5155- Parking Lot Expense & Tax	\$ 450	\$ 700
5165- Meals & Entertainment	\$ 1,600	\$ 2,500
5185- Rent/Utilities/Parking Permits	\$ 38,000	\$ 40,000
5190- Board	\$ 4,500	\$ 4,500
5195- Office Equipment & Maintenance	\$ 2,500	\$ 1,000
5196- Treasurers Fee- Mill	\$ 4,600	\$ 4,400
Payroll Costs		
5101- Salaries	\$ 295,000	\$ 305,000
5102-5108- Benefits & Payroll Taxes	\$ 60,000	\$ 54,000
Program & Events Expenses		
5110- Advertising, Marketing & Promos	\$ 50,000	\$ 46,000
5159- WinterFest & HOH	\$ 7,500	\$ 5,000
5200- Oktobrewfest	\$ 70,000	\$ 71,800
5351- Community Event Grants	\$ 10,000	\$ 13,000
5352- Rental Assistance Program	\$ 60,000	\$ 66,000
5500- Other Events	\$ 42,000	\$ 3,700
5505- Blarney on the Block Expense	\$ -	\$ 2,400
Total Expenses	\$ 682,050	\$ 650,490
Net Income	\$ 5,250	\$ 55,150
Beg. Operating Balance	\$ 753,887	\$ 753,887
Projected 2026 Beg. Operating Balance	\$ 759,137	\$ 809,037

2026 Proposed DDA Operating Budget		
INCOME	2025 Amended	2026 Proposed
Operating Income		
4110- City Sales Tax Allocation	\$ 250,000	\$ 250,000
4111- Specific Ownership	\$ 12,000	\$ 12,000
4112- Mill Levy	\$ 280,000	\$ 320,000
4120- Contributions	\$ 12,750	\$ 12,000
4140- Parking Lease	\$ 2,400	\$ 2,400
4142- Oil & Gas Income	\$ 410	\$ 380
4143- Miscellaneous Income	\$ 5,335	\$ 500
Program & Events Income		
4149- WinterFest & HOH Income	\$ 6,000	\$ 7,000
4150- Oktobrewfest Income	\$ 132,645	\$ 120,000
4158- Blarney on the Block Income	\$ 1,750	\$ 10,000
4180- Friday Fest Income	\$ -	\$ 50,000
4300- Other Events Income	\$ 2,350	\$ 8,500
Total Income	\$ 705,640	\$ 792,780
EXPENSES		
Administrative Expenses		
5050- Accounting Services	\$ 13,000	\$ 14,000
5109- EZ Fund 1.5% Admin Fee	\$ 190	\$ 300
5112- Bank Charges	\$ 500	\$ 500
5113- LOC Interest Expense	\$ 800	\$ 1,100
5121- Miscellaneous Expense	\$ 1,000	\$ 1,000
5132- Office Supplies	\$ 2,500	\$ 3,000
5134- Professional Development	\$ 5,300	\$ 11,000
5135- Subscriptions & Memberships	\$ 4,500	\$ 5,500
5153- Office Cleaning & Trash	\$ 2,700	\$ 3,000
5155- Parking Lot Expense & Tax	\$ 700	\$ 850
5165- Meals & Entertainment	\$ 2,500	\$ 3,000
5185- Rent/Utilities/Parking Permits	\$ 40,000	\$ 44,000
5190- Board	\$ 4,500	\$ 5,000
5195- Office & Event Equipment	\$ 1,000	\$ 3,000
5196- Office & Equipment Insurance	\$ -	\$ 1,500
5197- Treasurers Fee- Mill	\$ 4,400	\$ 5,000
Payroll Costs		
5101- Salaries	\$ 305,000	\$ 326,000
5102-5108- Benefits & Payroll Taxes	\$ 54,000	\$ 70,000
Program & Events Expenses		
5110- Advertising & Marketing	\$ 46,000	\$ 50,000
5159- WinterFest & HOH	\$ 5,000	\$ 7,000
5200- Oktobrewfest	\$ 71,800	\$ 75,000
5300- Friday Fest Expenses	\$ -	\$ 65,000
5351- Community Event Grants	\$ 13,000	\$ 15,000
5352- Rental Assistance Program	\$ 66,000	\$ 55,000
5500- Other Events	\$ 3,300	\$ 15,000
5505- Blarney on the Block Expense	\$ 2,400	\$ 6,500
Total Expenses	\$ 650,090	\$ 786,250
Net Income	\$ 55,550	\$ 6,530
Beg. Operating Balance	\$ 753,887	\$ 809,437
Projected 2027 Beg. Operating Balance	\$ 809,437	\$ 815,967

Attachment E

2025 Approved & Amended DDA TIF Budgets		
	2025 Approved	2025 Amended
INCOME		
Tax Increment Finances (TIF)	\$ 1,300,000	\$ 1,316,600
ColoTrust Interest	\$ 100,000	\$ 130,000
City of Greeley (Construction Impact Grants)	\$ 60,000	\$ 120,000
Total Income	\$ 1,460,000	\$ 1,566,600
EXPENSES		
Annual TIF Reimbursements	\$ 612,000	\$ 642,175
Building Improvement Grants	\$ 250,000	\$ 100,000
Redevelopment Project	\$ 20,000	\$ 5,000
Public Art	\$ 50,000	\$ 50,000
Façade Grants	\$ 80,000	\$ 80,000
Tree Lighting	\$ 205,000	\$ 165,000
Cameras	\$ 75,000	\$ 77,000
Streetscape	\$ 40,000	\$ 45,000
Holiday Mini Grants	\$ 3,500	\$ 7,000
Construction Impact Grants	\$ 90,000	\$ 93,000
Treasurer's Fees- TIF	\$ 22,000	\$ 40,000
Interest Expense & Bank Fees	\$ 1,500	\$ 1,000
Total Expenses	\$ 1,449,000	\$ 1,305,175
Net Income	\$ 11,000	\$ 261,425
Beg. TIF Balance	\$ 2,975,885	\$ 2,975,885
Projected 2026 Beg. TIF Balance	\$ 2,986,885	\$ 3,237,310

Attachment F

2026 Proposed DDA TIF Budgets		
	2025 Amended	2026 Proposed
INCOME		
Tax Increment Finances (TIF)	\$ 1,316,600	\$ 1,500,000
ColoTrust Interest	\$ 130,000	\$ 125,000
City of Greeley (Construction Impact Grants)	\$ 120,000	\$ -
Total Income	\$ 1,566,600	\$ 1,625,000
EXPENSES		
Public Infrastructure	\$ -	\$ -
Annual TIF Reimbursements	\$ 642,175	\$ 747,000
Building Improvement Grants	\$ 100,000	\$ 500,000
Redevelopment Project	\$ 5,000	\$ 5,000
Public Art	\$ 50,000	\$ 55,000
Façade Grants	\$ 80,000	\$ 60,000
Tree Lighting	\$ 175,000	\$ 100,000
Cameras	\$ 77,000	\$ 3,000
Streetscape	\$ 45,000	\$ 50,000
Holiday Mini Grants	\$ 7,000	\$ 5,000
Construction Impact Grants	\$ 93,000	\$ 60,000
Treasurer's Fees- TIF	\$ 40,000	\$ 23,000
Interest Expense & Bank Fees	\$ 1,000	\$ 1,200
Total Expenses	\$ 1,315,175	\$ 1,609,200
Net Income	\$ 251,425	\$ 15,800
Beg. TIF Balance	\$ 3,120,385	\$ 3,120,385
Projected 2027 Beg. TIF Balance	\$ 3,371,810	\$ 3,136,185

Attachment G

2025 TIF Cash Flow			
	Budget	Committed/ Anticipated	YTD Actual
INCOME			
Tax Increment Finances (TIF)	\$ 1,300,000		\$ 1,316,601
ColoTrust Interest (acct 4115)	\$ 100,000	\$ 10,000	\$ 119,340
City of Greeley (Construction Impact Grants)	\$ 60,000	\$ -	\$ 60,000
Total Income	\$ 1,460,000	\$ 10,000	\$ 1,495,941
EXPENSES			
Annual TIF Reimbursements	\$ 612,000		\$ 642,170.31
Building Improvement Grants	\$ 250,000	\$ 150,000	\$ 100,000
Redevelopment Project	\$ 20,000		\$ -
Public Art	\$ 50,000		\$ 50,000
Façade Grants	\$ 80,000	\$ 35,302	\$ 43,721
Tree Lighting	\$ 205,000	\$ 41,181	\$ 124,146
Cameras	\$ 75,000		\$ 75,535
Streetscape	\$ 40,000		\$ 40,044
Holiday Mini Grants	\$ 3,500	\$ 3,000	\$ 3,591
Construction Impact Grants	\$ 90,000		\$ 93,000
Treasurer's Fees- TIF (acct 5807)	\$ 22,000		\$ 39,388
Interest Expense & Bank Fees	\$ 1,500		\$ 684
Total Expenses	\$ 1,449,000	\$ 229,483	\$ 1,212,279
Net Income	\$ 11,000		\$ 64,179
2025 Beginning TIF Fund Balance	\$ 2,975,885		\$ 2,975,885
PROJECTED 2026 Beginning TIF Fund Balance	\$ 2,986,885		\$ 3,040,064



Council Agenda Summary

December 2, 2025

Key Staff Contact: Deb Callies, Housing Director

Title:

Resolution authorizing the forgiveness of Community Development Block/Home Investment Partnership Program Loans to High Plains

Summary:

High Plains Development owns two different affordable housing properties that have received loans from the City of Greeley's HUD Entitlement funds back in 2017 and 2022.

Stagecoach Gardens- 2017; 30 families
Original award — \$190,000; 2% interest; 17-year payment schedule
40%-50% AMI units

La Casa Rosa Senior Apartments – 2022;
Original award — \$185,000; 2% interest; 20-year payment schedule
40%-50% AMI units

Unfortunately, each of these properties has significant capital and rehab needs in order to preserve their affordability. Best practice in administering HUD funds for affordable housing is to structure the award as a deferred and forgivable grant as long as the housing remains affordable as intended. HUD structures funds as grants versus loans based on the goals and capacity of the community and project. Grants are used for projects that cannot be repaid, such as those serving low-income households or requiring immediate, non-repayable assistance. Furthermore, the loan payment on each of these has been a hardship for each property due to deep affordability, while also keeping up with the operational and capital needs.

Grant awards still encumber the property with affordability requirements, and each grant would have a repayment penalty if the property was converted to market rate units within the affordability period.

Each property needs rehabilitation in the near future. For each property to be eligible to refinance and rehabilitate, these awards would need to be forgivable. The current structure of each loan is a significant barrier to preserving the affordable housing stock since refinance is not possible with the current loan terms. The Housing Solutions department reviews all transfers of ownership and refinance terms for properties encumbered with housing funds to ensure eligibility for grant forgiveness prior to releasing recorded documents.

Fiscal Impact:

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

No Impact

These funds are HUD funds, not City funds so there is no impact to the general city fund.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Housing For All

Quality of Life

Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 72, 2025

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 72, 2025**

**A RESOLUTION AUTHORIZING THE FORGIVENESS OF COMMUNITY
DEVELOPMENT BLOCK / HOME INVESTMENT PARTNERSHIP PROGRAM
LOANS TO HIGH PLAINS**

WHEREAS, the City of Greeley is eligible to participate in the Community Development Block Grant (CDBG) and HOME Investment Partnership programs, an initiative of the Federal Department of Housing and Urban Development (HUD); and

WHEREAS, prior to July 16, 2024, the Greeley Urban Renew Authority (GURA) administered CDBG and HOME programs for the City of Greeley; and

WHEREAS, in 1997, GURA and High Plains Housing Development Corporation (HPHDC) entered into agreements for loans of CDBG/HOME funds in the amount of \$190,000 for Stagecoach Gardens and \$185,000 for La Casa Rosa Senior Apartments; and

WHEREAS, the period of affordability has expired for both properties; and

WHEREAS, as of July 16, 2024, the City of Greeley administers the CDBG and HOME programs; and

WHEREAS, the CDBG/HOME Programs allow funds to be provided as a grant or a loan and for grantees to determine the terms of those loans and allows the terms of the loan to be negotiated; and

WHEREAS, CDBG/HOME loans may be forgiven as it meets a national objective and public benefit standards; and

WHEREAS, the Executive Director, Jodi Hartmann, on behalf of the High Plains Housing Development, has requested loan forgiveness for the balance of the loans, which have current loan balances of \$123,307.63 (Stagecoach) and \$161,698.14 (La Casa Rosa); and

WHEREAS, as a developer and provider of low-income affordable housing High Plains intends to keep these homes affordable in perpetuity; and

WHEREAS, the forgiveness of these loans will not only allow High Plains to continue to operate these apartments but will enable us to successfully apply for tax credits to complete significant re-syndication renovations of the properties in the near future; and

WHEREAS, City Council determines that forgiving the loans will assist in promoting and keeping affordable housing.

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

Section 1. That Agreements shall be executed that amends the loan to a grant for the remaining balance of the original loans and the Promissory Notes issued shall be canceled.

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

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

December 2, 2025

Key Staff Contact: Deb Callies, Housing Director

Title:

Resolution authorizing the forgiveness of a Community Development Block Grant Loan to the Housing Authority of the City of Greeley

Summary:

Greeley Housing Authority owns the Lincoln Square Apartments which received a loan from the City of Greeley's HUD Entitlement funds back in 2017.

Lincoln Square Apartments -2017; 21 families

Original award — \$400,000; 2% interest; 17-year payment schedule

HUD Subsidized Units

Unfortunately, this properties has significant capital and rehab needs in order to preserve their affordability. Best practice in administering HUD funds for affordable housing is to structure the award as a deferred and forgivable grant as long as the housing remains affordable as intended. HUD structures funds as grants versus loans based on the goals and capacity of the community and project. Grants are used for projects that cannot be repaid, such as those serving low-income households or requiring immediate, non-repayable assistance. Furthermore, the loan payment on each of these has been a hardship for each property due to deep affordability, while also keeping up with the operational and capital needs.

Grant awards still encumber the property with affordability requirements.

Each property needs rehabilitation in the near future. In order for each property to be eligible to refinance and rehabilitate, these awards would need to be forgivable. The current structure of each loan is a significant barrier to preserving the affordable housing stock since refinance is not possible with the current loan terms. The Housing Solutions department reviews all transfers of ownership and refinance terms for properties encumbered with housing funds to ensure eligibility for grant forgiveness prior to releasing recorded documents.

Fiscal Impact:

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

No Impact

These funds are HUD funds, not City funds so there is no impact to the general city fund.

Legal Issues:

None.

Other issues and Considerations:

None.

Strategic Focus Area:

Housing For All

Quality of Life

Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 73, 2025

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 73, 2025**

**A RESOLUTION AUTHORIZING THE FORGIVENESS OF A COMMUNITY
DEVELOPMENT BLOCK GRANT LOAN TO THE HOUSING AUTHORITY OF THE
CITY OF GREELEY**

WHEREAS, the City of Greeley is eligible to participate in the Community Development Block Grant (CDBG) and HOME Investment Partnership programs, an initiative of the Federal Department of Housing and Urban Development (HUD); and

WHEREAS, prior to July 16, 2024, the Greeley Urban Renew Authority (GURA) administered CDBG and HOME programs for the City of Greeley; and

WHEREAS, in May 2017, GURA and the Housing Authority of the City of Greeley (Housing Authority) entered into a subrecipient agreement for a loan of \$400,000 of CDBG funds to be used to acquire Lincoln Square; and

WHEREAS, on January 18, 2018, the parties entered into a Use Covenant that is in effect until April 4, 2028; and

WHEREAS, on July 16, 2024, the City of Greeley administers the CDBG and HOME programs; and

WHEREAS, the CDBG Program allows CDBG funds to be provided as a grant or a loan and for grantees to determine the terms of those loans and allows the terms of the loan to be negotiated; and

WHEREAS, this CDBG loan may be forgiven as it meets a national objective and public benefit standards; and

WHEREAS, the Executive Director, Vincent Ornelas, on behalf of the Housing Authority, has requested loan forgiveness for the balance of the loan, as the economic challenges of managing and maintaining the property have placed an undue burden on the Housing Authority; and

WHEREAS, City Council determines that forgiving the CDBG loan is assisting in the mission of supporting the Housing Authority with the goal of promoting affordable housing.

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

Section 1. That an Amendment to the Subrecipient Agreement shall be executed that amends the loan to a grant for the remaining balance of the original loan of \$400,000 in CDBG funds, which were provided to the Housing Authority to acquire Lincoln Square Apartments, and that the Promissory Note issued on January 17, 2018, shall be canceled.

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

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

December 2, 2025

Key Staff Contact: Stacey Aurzada, City Attorney

Title:

Resolution of the City Council of the City of Greeley, Colorado, authorizing the City to enter into a settlement agreement with Taneah Perez resolving all claims against the City of Greeley, its officers, and employees

Summary:

The action arose out of the arrest of Teneah Perez for her involvement in an automobile accident. Officer Serafino determined, based upon his investigation, that he had probable cause to conclude that Ms. Perez was driving the vehicle that caused the incident. Subsequently, however, it had been determined in an internal investigation that Officer Serafino made erroneous statements of fact, which undermined his arrest affidavit. The prosecution dismissed the charges, and Ms. Perez filed a section 1983 lawsuit for damages. The City retained outside counsel to represent Officer Serafino, who has now recommended settlement. This resolution will direct the City to enter into the settlement on the terms recommended by outside counsel.

Fiscal Impact:

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

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

Onetime \$295,000.00

Is it budgeted? Yes.

If not, will it require a new appropriation? N/A

If yes, what source and fund will be used? Claims Reserve Fund, Appropriated funds and interest as required by GMC Sec. 6-383.

Are there any long-term financial impacts?

No.

Is there grant funding for this item?

No.

Does this action have potential long-term fiscal implications?

No.

Legal Issues:

A settlement agreement with the claimant would resolve all associated claims against the City of

Greeley, its officers, and employees as provided in Greeley Municipal Code §6-384(e).

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. 74, 2025
2. Release and Settlement Agreement

THE CITY OF GREELEY, COLORADO

RESOLUTION No. 74, 2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO AUTHORIZING CITY STAFF TO ENTER INTO A SETTLEMENT
AGREEMENT WITH TANEAH PEREZ**

WHEREAS, Taneah Perez filed a lawsuit against former GPD Officer Donovan Serafino for violation of Perez's constitutional rights; and

WHEREAS, the City has reached an agreement resolving all factual issues connected with the claims, contingent upon Council's approval pursuant to Section 6-384(b)(4); and

WHEREAS, settlement of the claim will include the full release of all claims against the City of Greeley, its officers and employees as required by Section 6-384(e); and

WHEREAS, the City Attorney's Office believes it is in the best interests of the City of Greeley to approve a settlement of this litigation;

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

1. City Council authorizes City staff members to sign a Settlement and Mutual Release Agreement with Taneah Perez that resolves all claims against the City, a form of which is attached as Exhibit A.

2. The City Attorney is authorized to make changes to the Mutual Release and Settlement Agreement following review and approval by City Council as long as such changes do not change the substance of the agreement.

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

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into on this ____ day of _____, 2025, by and between Taneah Perez ("Ms. Perez") and the City of Greeley ("the City"). Ms. Perez and the City are sometimes referred to collectively as the "parties."

RECITALS

Ms. Perez asserted multiple claims against former Greeley Police Officer Donovan Serafino and indicated the intent to assert claims against the City in an action filed in the United States District Court for the District of Colorado, Civil Action No. 25-cv-01692-KAS ("the litigation").

Mr. Serafino has denied his conduct violated any federal or state constitutional right of Ms. Perez.

The City denies any action or omission attributable to the City violated any federal or state constitutional right of Ms. Perez.

The parties wish to avoid the expense and vagaries of litigation, and the parties are willing to settle their disputes on the terms set forth in this Agreement without any admissions of liability or wrongdoing by either party.

IN CONSIDERATION of the mutual and unilateral covenants, obligations and promises set out within this Agreement, the parties agree as follows:

OBLIGATIONS, PROMISES AND COVENANTS OF TANEAH PEREZ

1. **INTENT** Taneah Perez intends this Agreement as a complete settlement and release of all actual and potential issues between herself and Mr. Serafino and every present or former elected official, official, employee, agent, representative, successor, predecessor, attorney, insurer, or self-insurance pool of the City that occurred or accrued prior to the signing of this Agreement whether raised in the litigation or not. Through this Agreement, Ms. Perez expresses her intent on behalf of herself and all of her successors, assigns and heirs to resolve all existing and potential disputes derived from her interactions with Mr. Serafino and the Greeley Police Department and former officer Donovan Serafino (collectively, Released Parties) or contact with any of the Released Parties to the date of this Agreement. This Agreement concludes every actual or potential dispute and claim between Ms. Perez any released entity and individual, whatever the nature of any such claim and disputes prior to the date of this Agreement.

2. **RELEASE** Ms. Perez on behalf of herself and all of her successors, agents, representatives and heirs, hereby releases Mr. Serafino and the City and every present or former elected official, official, employee, agent, representative, successor, predecessor, attorney, insurer or self-insurance pool of the City from any and all claims, causes of action, liabilities, expenses

and for damages that were or may be asserted against any of them as a result of any acts that occurred prior to the date this Agreement is executed, as well as respecting any and all omissions to perform acts that were to be performed prior to the date of this Agreement, including, without limiting the generality of the foregoing, any act or omission related to the actions of Mr. Serafino or anyone else related to Ms. Perez whether raised in the litigation or not. Specifically, but not by way of limitation, this release includes any and all claims pursuant to federal law, the common law of any state, any federal statute, any state statute, and local law, any federal or state constitutional provision, and any claim for attorney's fees under 42 U.S.C. § 1988 or any other state or federal statute or law prior to the date of this Agreement.

3. COVENANT TO DISMISS LITIGATION AND NOT TO SUE Ms. Perez agrees and covenants she will authorize her counsel to enter into a stipulated motion to dismiss the proceedings before the United States District Court for the District of Colorado with prejudice no later than three days after the second settlement payment has been received by her counsel as provided in paragraph 10 below. Ms. Perez further agrees and covenants she will not sue or assert any federal or state cause of action, at law or in equity, whether before a court of law or an administrative agency against any entity or individual released by this Agreement for any claims, causes of action, liabilities, expenses or damages arising out of any acts or omissions by such person or entity that occurred prior to the date this Agreement is executed whether raised in the litigation or not. Ms. Perez expressly waives any claims she may possess under any state or federal law of any kind or type, again without limiting the generality of the foregoing, prior to the date of this Agreement.

4. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT Ms. Perez represents and warrants no other person has or has had any interest to the claims, demands, obligations, or causes of action referred to in this Agreement, and she has the sole right and exclusive authority to execute this Agreement and she has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action released or referred to in this Agreement. In the event a third party seeks to assert claims under a transferred or subrogated interest, Ms. Perez will defend and hold harmless the released parties for any such claim.

5. AGREEMENT RESPECTING TAXES Ms. Perez agrees in the event any part of any money she receives in settlement of any claim resolved by this Agreement is determined to be taxable by any taxing authority, she will be solely responsible for any tax liability arising therefrom. If any entity or person released pursuant to this Agreement is ever found responsible for any tax liability arising from any failure to satisfy any tax liability on any payment described herein, Ms. Perez agrees to defend, indemnify and hold the released entity or person harmless for any tax, interest or penalty on a tax liability.

6. NO LIENS AND HOLD HARMLESS AGREEMENT Ms. Perez declares in the event that any entity, person, or party released herein is subjected to any other or further claims of any type by any person or entity, under any actual or purported lien, Ms. Perez will hold all parties released herein harmless from any and all such claim(s).

7. NO ASSIGNMENT AND HOLD HARMLESS AGREEMENT Ms. Perez declares and represents no other person or entity received any assignment, subrogation or other right of substitution to any claim or claims she made or asserted or could have asserted in connection with this matter or pertaining to her association, or contact with any released entity or individual or to any proceeds of such claim(s) obtained or that could have been obtained in connection with any claim she made or could make, and in the event any entity, person or party released herein is subjected to any other or further claims of any type by any person or entity, under any actual or purported right of substitution, Ms. Perez will hold all parties released herein harmless from any and all such claim(s).

8. NO THIRD PARTY BENEFICIARIES Ms. Perez declares and represents no other persons, firm or corporation is a third party beneficiary to any claim or claims made or asserted in connection with this matter or pertaining to the matters resolved in this Agreement or to any proceeds of such claim(s) obtained or that could have been obtained in connection with any claim she made or could make, and in the event any entity, person or party released herein is subjected to any other or further claim of any type by any person claiming the status as a third party beneficiary of Ms. Perez, Ms. Perez will hold all parties released herein harmless from any and all such claim(s).

9. REPRESENTATIONS AND AGREEMENTS CONCERNING MEDICARE AND MEDICAID. Ms. Perez will provide the City and its insurer with complete, accurate, and up-to-date information regarding her Medicare and Medicaid eligibility status, if any. Ms. Perez also will provide any and all information required by the City and its insurer to verify her Medicare eligibility status and to facilitate and meet the reporting obligations under 42 U.S.C. § 1395y(b)(8). Such information may include, but is not limited to her full name, Social Security Number, Medicare Health Insurance Claim Numbers, if any, gender, date of birth, and information regarding any alleged accident(s), injury(ies) or illness(es).

Notwithstanding any other provision of this Agreement, any prior confidentiality agreement between or among the parties, or any confidentiality or protective order entered by any Court, any party may use protected and confidential information for purposes of complying with reporting and reimbursement obligations under the Medicare Secondary Payer statute and the Medicare, Medicaid, and SCHIP Extension Act of 2007 or for addressing any allegation or claim asserting any reporting violations, penalties, or reimbursement liabilities, and may disclose protected and confidential information to the Department of Health and Human Services, the Centers for Medicare and Medicaid Services, and their representatives and contractors, for such purposes. To the extent the permission of any Court or a modification of any confidentiality order or protective order is needed to implement the purposes of this provision, each party agrees to cooperate in seeking such permission or modification.

Ms. Perez represents and warrants she is not Medicare eligible and Medicare has not made any conditional payments for medical services or products received by her (pursuant to 42 U.S.C. § 1395y(b) and the corresponding regulations) and related to the accident(s), injury(ies), or

illness(es) that give rise to this Agreement. Further, Ms. Perez represents and warrants if any conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this Agreement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, she shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at 42 C.F.R. § 411.24(g) and (h). The parties agree that all representations and warranties made in this paragraph shall survive settlement.

The parties agree that, in the event of a breach of the representations and warranties made by Ms. Perez in this paragraph, the City or its insurer shall be entitled to set off any remaining payments due under the terms of this Agreement or any other agreement up to the total amount of any conditional payments unpaid by Ms. Perez and related to the accident(s), injury(ies), or illness(es) giving rise to this Agreement, as well as to the full extent of damages and other relief available at law and equity.

Ms. Perez agrees to indemnify, hold harmless, and defend the Released Parties against any loss, cost, expense, or liability imposed upon or incurred by it arising from, relating to or concerning Medicare conditional payments related to the accident, injury, or illness giving rise to this Agreement.

Each party has been advised by counsel before signing this Agreement and has relied upon advice of such counsel with respect to all aspects of this Agreement, including but not limited to the parties' respective obligations (if any) to reimburse Medicare for conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this Agreement. It is understood and agreed that no mistake of law or mistake of fact made by any party, including but not limited to any mistake with respect to any obligation to reimburse Medicare for conditional payments, shall constitute a basis for rescission or reformation or render portion of this Agreement void or voidable.

This Agreement is based upon a good faith determination of the parties in order to resolve a disputed claim. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. § 1395y(b). The parties acknowledge and understand that any present or future action or decision by Medicare on this settlement will not render this release void or ineffective, or in any way affect the finality of this liability settlement and this Agreement.

OBLIGATIONS, PROMISES AND COVENANTS OF THE CITY OF GREELEY

10. **SETTLEMENT PAYMENT** Upon approval by the City Council of the City of Greeley of this Agreement, the City shall, as a complete settlement of all claims and for the release set forth in this Agreement, pay to Ms. Perez and her counsel Two-Hundred Ninety-Five Thousand Dollars and No/One-Hundredths (\$295,000.00) in full settlement of all claims Ms. Perez asserted

or might have asserted against the Released Parties prior to the date of this Agreement. The settlement payments will be paid as follows:

(a) A settlement check in the amount of \$200,123.14 payable to The Trust Account of the Law Offices of Richard M. Wiener, LLC to be placed for delivery by United Parcel Service to the Law Offices of Richard M. Wiener, 161 Washington Street, Suite 400, Conshohocken, PA 19428, no later than December 21, 2025; and

(b) A settlement check in the amount of \$94,876.86 payable to The Trust Account of the Law Offices of Richard M. Wiener, LLC to be placed for delivery no later than January 19, 2026.

The Law Offices of Richard M. Wiener will provide its taxpayer identification number in conjunction with the settlement payment by executing an appropriate W-9 Form. The City understands Ms. Perez and her counsel will divide the settlement to account for attorney's fees and costs. The City did not participate in the allocation of the settlement payment to Ms. Perez and her counsel. No withholding any amount for restitution, federal, state or local taxes from the settlement payments will be made. The Agreement needs to be signed by Ms. Perez and her counsel and a W-9 form needs to be received from counsel for Ms. Perez prior to the City Council's consideration of this Agreement.

Upon receipt of the W-9 form and signature of this agreement, each settlement check will be delivered by United Parcel Service.

GENERAL PROVISIONS

11. **NO ADMISSION OF LIABILITY** This settlement is the compromise of disputed claims, and the consideration paid hereunder shall not be construed as an admission of liability on the part of the parties hereby released and the parties herein deny any liability therefore.

12. **INTEGRATION** The parties understand, acknowledge and agree this Agreement constitutes the entire agreement of the parties regarding the subject matter and transactions referred to herein. The parties understand, acknowledge and agrees that the terms of this Agreement are contractual in nature and not mere recitals. The parties understand, acknowledge and agree this Agreement is fully integrated and supersedes all previous oral or written agreements of the parties.

13. **BINDING EFFECT** This Agreement shall inure to the benefit of, and be binding upon, all the successors, assigns, personal representatives, heirs, and successors in interest of the parties.

14. **GOVERNING LAW** This Agreement is entered into in Colorado, and shall be governed by the laws of the State of Colorado.

15. HEADINGS The headings used in this Agreement are for the convenience of the parties only. As such, these headings shall not have any legal effect whatsoever or, in any other way alter or modify the meaning or interpretation of this Agreement.

16. ADDITIONAL ASSURANCES This Agreement is intended to be self-operative. Notwithstanding the foregoing, both parties agree that, at the reasonable request of the other party, they shall execute any further documents or instruments reasonably necessary to effectuate the transactions contemplated by this Agreement.

17. SEVERABILITY If any provision of this Agreement should ever be declared to be unenforceable, with the exception of the release of any and all claims of Ms. Perez as set forth in this Agreement or the refusal of the City Counsel of the City of Greeley to approve the resolution requesting the funding of the City's defense and indemnification obligation, then the remainder of this Agreement shall continue to be binding upon the parties. The release of any and all claims as set forth in this Agreement is an integral part of this Agreement and is not severable.

18. FEES AND COSTS Except to the extent provided for payment of fees under this Agreement, all parties to this Agreement shall bear all of their own costs and fees, including all attorney fees, incurred prior to the date this Agreement takes effect, whether or not such fees or costs were incurred in connection with reaching this Agreement.

19. EXECUTION IN COUNTERPARTS This Agreement may be executed in counterparts, each of which shall have full force and effect upon execution by all parties to this Agreement.

20. WARRANTIES Ms. Perez expressly warrants she has carefully read the terms of this Agreement. Ms. Perez expressly warrants she was afforded the opportunity to consult with counsel prior to executing this Agreement, she fully understands the terms of this Agreement, and she enters into this Agreement knowingly and voluntarily, and without coercion, duress or undue influence. Ms. Perez expressly acknowledges she believes the terms of this Agreement are appropriate to reach a full and final settlement of these matters. Ms. Perez expressly understands and agrees her signature on this Agreement shall be forever binding, and no rescission, modification or release of the parties from the terms of this Agreement will be made for mistake or any other reasons. Ms. Perez represents she is legally competent to understand, enter into and execute this Agreement and to accept full responsibility and assume the risk of any mistake of fact as to any damages, losses, or injuries, whether disclosed or undisclosed, sustained as a result of her interactions with Mr. Serafino and the Greeley Police Department and any claim brought or that could be brought, or any other matter between the parties occurring up to the date of signing this Agreement. Ms. Perez further warrants and acknowledges no promise or inducement was offered except as set forth herein and this Agreement was executed by her without reliance upon any statement or representation by any persons or parties released or any representatives of such persons or parties concerning the nature or extent of any damages or any legal liability therefor. Ms. Perez acknowledges entering into this Agreement is not an admission by any entity or person of any

wrongful or improper actions, but rather reflects the parties' desire to resolve this matter amicably without additional expense or litigation.

21. REPRESENTATION OF COMPREHENSION OF DOCUMENT In entering into this Agreement, Ms. Perez represents she has relied upon the legal advice of her attorney, who was the attorney of her own choice, and the terms of the Agreement have been completely explained to her by her attorney, and the terms are fully understood and voluntarily accepted by her and she has signed the Agreement as her own free act. Except as specifically provided herein, Ms. Perez has not relied upon any statements or representations made by the Released Parties, counsel for any of the Released Parties, or any other person in entering into this Agreement.

22. AMENDMENT This Agreement may not be amended except in a writing setting forth such amendment and executed by all parties.

23. ENFORCEABILITY, CONSTRUCTION, INTERPRETATION The parties expressly acknowledge that this Agreement shall be governed by the laws of the State of Colorado and shall be enforceable in accordance with its terms in the District Court, County of Weld, State of Colorado. All parties, by and through counsel, participated in the preparation of this Agreement, and no rules of construction or interpretation based upon which party drafted any portion of the Agreement shall be applicable or invoked.

AGREED AND ACCEPTED this ____ day of November 2025.

READ CAREFULLY BEFORE SIGNING:

Taneah Perez

Taneah Perez (Nov 25, 2025 17:35:14 MST)

Taneah Perez

CITY OF GREELEY, COLORADO

APPROVED AS TO SUBSTANCE:

By: _____

Brian McBroom

Interim City Manager

APPROVED AS TO FUNDS AVAILABILITY:

By: _____
Kirk Jones
Deputy Director of Finance

APPROVED AS TO LEGAL FORM:

By: _____
Stacey Aurzada
City Attorney

By: Richard M. Wiener
Richard M. Wiener, Esq.

By: _____
Hall & Evans LLC,
Andrew D. Ringel, Esq.



Council Agenda Summary

December 2, 2025

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Resolution authorizing the City to enter into a professional services contract between the City of Greeley and Engineering Analytics, Inc. for project management and construction oversight

Summary:

Per Ordinance Number 34, 2025 City Council approval is required for Professional Services contracts and task orders on existing master services agreements worth more than \$199,999.

The City is undertaking a 2025 capital project for repairs of the construction defects to the Bellvue Water Treatment Plant, Treatment Building One. The City has received settlement funds for its construction defect claims. Repairs are scheduled for 2025 and 2026. Engineering Analytics, Inc. has been providing project management and is intimately familiar with the defects needing mitigation and resolution. The contract is worth \$239,022.

Water and Sewer customers benefit from professional consultation, project management, and construction oversight of repairs to its water treatment infrastructure. City staff recommend approving the Contract for Engineering Analytics, Inc.

Fiscal Impact:

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

Negative

Negative Impact:

What is the onetime and/or ongoing amount? \$239,022

Is it budgeted?

See below

If not, will it require a new appropriation?

The capital project has \$614,827 in 2025 budget for professional services appropriated. The city received a settlement of \$4.5M for construction defects of treatment building one.

If yes, what source and fund will be used? Water — Professional Services

Are there any long-term financial impacts? No

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:

Infrastructure and Mobility

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 75, 2025
2. Contract Information

CITY OF GREELEY, COLORADO
RESOLUTION NO. 75, 2025

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF GREELEY
AND ENGINEERING ANALYTICS, INC. FOR PROJECT MANAGEMENT AND
CONSTRUCTION OVERSIGHT**

WHEREAS, the City desires to repair construction defects in the Bellvue Water Treatment Plant Treatment Building One (TB1), (the “Project”); and

WHEREAS, the City seeks expert consultation and project management support services for the design and construction of the Project (“Services”); and

WHEREAS, the City has utilized Engineering Analytics, Inc. (“Engineering Analytics”) on previous repair work for construction defects to TB1 and received a proposal for the Services in the amount of \$239,022; and

WHEREAS, the City has funding available including settlement funds in a construction defect claim to support execution of a contract for the Services (“Contract”); and

WHEREAS, in accordance with Section 2-184 of the City of Greeley Municipal Code, the City Council must approve a contract for professional services in amounts of \$200,000 or more; and

WHEREAS, it is in the best interest of the citizens of the City to undertake the Project through execution of a Contract for the Services with Engineering Analytics.

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

Section 1. The City Council hereby authorizes the City to enter into a Contract with Engineering Analytics in the amount of \$239,022, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. The City Council hereby delegates authority to City staff and legal counsel to make changes and modifications to the Contract before execution, provided the material substance remains unchanged.

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

INTRODUCED, PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

Attest:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

**City of Greeley, Colorado
Contract Information**

Other Relevant Information about Contract:

Project Name: TB1 Project Management Support & Construction Oversight

Bid/RFP Number: F25-10-080

Supplier: Engineering Analytics Inc

PO#: Account#/Project #: 423.4401.89031.8202 / 12488

Contract Amount: \$239,022/00

Project Manager: Adam Prior _____

Budget Analyst Reviewed: Brandon McEldowney _____

Department Director Reviewed: Sean Chambers _____

Purchasing Manager Reviewed: Levi Dyer _____



Non-Competitive Procurement Request Form

Background: Purchases over \$10,000 require competition in the form of three written quotes or a formal solicitation process. When the standard competitive procurement process is deemed impractical, City departments may request a non-competitive exception by completing the Non-Competitive Procurement Request Form. Once signed by the required individual(s), this form must be attached to the purchase requisition along with all supporting documentation. The Non-Competitive Procurement Request Form must be approved prior to purchasing goods or services.

Non-Competitive Procurement Category	
<u>Sole Source:</u> ☐ Only one source for the required supply, service or construction firm and valid competition does not exist.	
<u>Procurement to Meet Existing Needs:</u> ☐ Goods/services must be obtained from a specific manufacturer and valid competition among dealers does not exist ☐ Specific parts, accessories, equipment, services necessary to meet needs, no comparable items reasonably available ☐ Maintenance and related parts precludes the mixing brands or manufacture ☐ Required to match materials to maintain quality or produce visual harmony, or expertise unavailable from another offeror	
<u>Very Specialized or Confidential Services:</u> ☐ Specific and highly specialized ☐ Solicitation not beneficial to meet need because of the scarcity of service providers, nature of the expertise needed, conflicts of interest, or other reasons ☐ Solicitations might disclose or result in adverse consequences with respect to information that is private or confidential ☒ Unique or specialized nature, and only one known supplier is reasonably available to meet the need	
<u>Emergency:</u> ☐ Procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances	
Note: Cooperative procurements require a Cooperative Procurement Request Form. Contract extensions under the same conditions at the same or lower price require a Contract Extension Form.	
Non-Competitive Procurement Request Justification	
Please describe the proposed purchase along with the reasoning for category selection and why the bid exception is necessary: The purpose of this project is to continue Project Management Support Services for construction oversight related to the design and implementation of the selected coating systems and concrete repairs. Engineering Analytics has been providing the City with project management support for the design of the TB1 concrete structure repairs, and the project has now advanced to the construction phase. Because the vendor already has in-depth knowledge of the facility, staffing, and systems, continuing with their services will ensure consistency, efficiency, and cost savings. Their specialized expertise makes them uniquely qualified, and it is essential to retain them through project completion to ensure success.	
PROPOSED PURCHASE INFORMATION	
Description: Additional Project and Construction Oversight for TB1 Repair	Contact: Peter Champion
Supplier: Engineering Analytics, Inc.	Phone: 970-260-1353
Total Cost: \$239,022	Email: PChampion@enganalytics.com
ATTACHMENT DESCRIPTION	
Please describe all supporting documentation attached to this request: Scope of Work	
PREPARED BY	
Name, Title: Adam Prior, Chief Engineer	Date: 9/26/2025
Department/Division: Water & Sewer/Engineering	
REQUIRED APPROVALS	
Director or Deputy Director:	Date: 9/26/2025
FOR EMERGENCY PROCUREMENTS	
Purchasing Manager:	Date:

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
F25-10-080 – TB1 Repair Project Management and Construction Oversight

This Contract is made as of **October 17, 2025**, by and between the City of Greeley, Colorado, hereinafter referred to as the CITY, and **Engineering Analytics, Inc** authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is 1600 Specht Point Road, Suite 209, Fort Collins, CO 80525.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of project management support services for the design of required repairs of the Bellvue Water Treatment Plant's Treatment Building 1 (TB1 concrete construction defects). More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Water and Sewer Department to act as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services on or before October 17, 2026, in conjunction with the attached schedule.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **\$239,022.00**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Services. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing services that would overrun the maximum contract sum. Upon request, the CONSULTANT shall provide detailed documentation supporting the amounts billed. Such documentation may include but is not limited to invoices, receipts, timesheet notes, and similar types of documentation. The CITY may choose to increase the budget for the services using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the services accordingly.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.
- C. Payment Terms shall be **Net 30 Days** from the date of the CONSULTANT's invoice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop services on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
- C. Transfer all services in process, completed services, and other material related to the terminated services to the CITY.
- D. Continue and complete all parts of the services that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the services, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

ARTICLE 7 - SUB-CONSULTANT

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace sub-consultant to complete the services in a timely fashion, the CONSULTANT shall promptly do

so, subject to acceptance of the new sub-consultant by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Colorado State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled and the CITY shall reimburse the CONSULTANT for expenses incurred during the contract period.

ARTICLE 10 - INSURANCE

- A. The CONSULTANT shall not commence services under this Contract until CONSULTANT has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without at least thirty (30) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, Professional Liability Insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- E. The CONSULTANT shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's

Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing services for the CITY pursuant to this Contract.

- G. Liability insurance may be arranged by Comprehensive General Liability, Professional Liability and Comprehensive Automobile Liability policies for the full limits required; or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy. If the CONSULTANT elects to obtain a combination of Comprehensive Liability and an Excess or Umbrella Liability policy, the Excess or Umbrella Liability policy must provide coverage equal to or greater than the Comprehensive Liability coverage. Upon request, the CONSULTANT shall provide a copy of any policy including the Excess or Umbrella policy for the CITY's review and approval.
- H. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured". If the CONSULTANT elects to use multiple policies to suffice the coverage requirement, the City of Greeley shall be listed as an "additional Insured" on each policy.

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the CITY, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT, its agents, servants, subcontractors, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, subcontractors, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT's agents, representatives, employees, servants, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and the CITY. The CONSULTANT's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the CITY's own negligence.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Contract will be held in Weld County and the contract will be interpreted according to the laws of Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - COLORADO LAW

The Colorado Law shall prevail as the basis for contractual obligations between the CONSULTANT and the CITY for any terms and conditions not specifically stated in this Contract.

ARTICLE 15 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Colorado Statutes and ordinances of the City of Greeley. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of services that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include but are not limited to: acts of God; the CITY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S sub-consultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its sub-consultant(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the services at any time.

ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and

data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the services, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the services for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 23 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CITY reserves the right to make changes in the services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend services on that portion of the Services affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment and the CONSULTANT shall not commence services on any such change until such written amendment has been issued and signed by each of the parties.

ARTICLE 28 - ELECTRONIC SIGNATURES

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

ARTICLE 29 - FORCE MAJEURE

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

THE CITY OF GREELEY:

The City of Greeley

Water and Sewer Department

Attn: Adam Prior, Chief Engineer

1001 11th Ave, 2nd Floor

Greeley, CO 80631

Email: adam.prior@greeleygov.com

Phone: (970) 260-1353

CONSULTANT:

Engineering Analytics, Inc.

Peter Champion, P.E.

1600 Spracht Point Road, Suite 209

Fort Collins, CO, 80525

Email: pchampion@enganalytics.com

Phone: (970) 488-3111

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

THE CITY OF GREELEY
Approved as to Substance

Signed: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:

Signed:  _____
Name: DANIEL D. CURTIN
Title: VICE-PRESIDENT
Date: OCTOBER 24, 2025

THE CITY OF GREELEY
Approved as to Legal Form

Signed: _____
Name: _____
Title: _____
Date: _____

THE CITY OF GREELEY
Certification of Contract Funds Availability

Signed: _____
Name: _____
Title: _____
Date: _____

September 16, 2025

Proposal No. P111521.1

Mr. Adam Prior
Chief Engineer, City of Greeley
Water and Sewer Department
1001 11th Avenue, 2nd Floor
Greeley, CO 80631

Subject: Scope of Work and Cost Estimate
Additional Project Management Support Services and Construction Oversight for TB1
Repair

Dear Mr. Prior:

Engineering Analytics, Inc. (EA) is delighted to present this proposed scope of work (SOW) and cost estimate for additional project management, support services, and construction oversight for the repair of TB1.

1.0 PROJECT OVERVIEW

The City of Greeley (City) has hired EA for project management support services for the design of required repairs of the Bellvue Water Treatment Plant's Treatment Building 1 (TB1) concrete construction defects. This additional scope of services will provide project support and construction oversight for the design and implementation of the selected coating systems.

2.0 SCOPE OF WORK

With this proposal, EA will continue to work as an extension of the Water and Sewer Engineering team for project management support regarding the design and implementation of the required repairs for the TB1 concrete. As representatives of the City, EA staff will continue to facilitate the design for the project, with communication and feedback between the design engineers and City staff to keep the design on schedule and within budget. EA will continue to work with Andrew Kabot, the Water Plants Manager in charge of the Bellvue WTP to coordinate schedules and any plant related activities. EA will frequently communicate directly with the Chief Engineer (via e-mail, letter, text, or phone) providing project updates, status, and deliverables. EA staff will provide construction oversight during the remaining crack repairs in basin 1, oversight of the testing period of possible coating solutions as well as oversight during the implementation of the selected coatings.

EA proposes that Peter Champion work as the Project Manager for this project since he has been involved with the project and has knowledge of the issues and desired repairs.

3.0 COST ESTIMATE

The projected costs for executing the scope of work are outlined in Table 1, with a comprehensive cost breakdown included in the attachments. This project will be billed on a time and material basis using current EA standard hourly rates. These rates are updated annually. The attached document contains the current 2025 EA rates for reference. To clarify the expected billable rates, the work will primarily be performed by a Project Professional II with the daily construction oversight being performed by a Staff II engineer.

Table 1 Cost Estimate Summary

Task No.	Description	Subtotal
1	Bellvue TB1 Additional Project Support and Construction Oversight	\$239,022
Total Cost		\$239,022

4.0 CLOSURE

Engineering Analytics looks forward to working with you on this project. Please feel free to contact us if you have any questions regarding this scope of work and cost estimate.

Respectfully Submitted,
Engineering Analytics, Inc.



Peter Champion, P.E.
Project Water Resources Engineer

LIST OF ATTACHMENTS

Attachment 1 Detailed Cost Estimate
Attachment 2 EA 2025 Rate Sheet

ATTACHMENT 1
DETAILED COST ESTIMATE

**ATTACHMENT 2
EA 2025 RATE SHEET**

Engineering Analytics, Inc.
Rate Sheet
2025

Our services are normally rendered on a time and expense basis according to the following schedule:

PERSONNEL

Principal	\$304 to \$336/hour
Senior Professional II.....	\$282/hour
Senior Professional I.....	\$261/hour
Project Professional II.....	\$240/hour
Project Professional I.....	\$223/hour
Senior Staff II.....	\$198/hour
Senior Staff I.....	\$177/hour
Staff II	\$161/hour
Staff I	\$146/hour
Engineering Assistant	\$127/hour
Senior Construction Manager	\$161/hour
Technician III.....	\$128/hour
Technician II	\$109/hour
Technician I	\$95/hour
Technical Editor.....	\$161/hour
CAD Designer.....	\$146/hour
AutoCAD II	\$133/hour
AutoCAD I.....	\$123/hour
Project Assistant.....	\$109/hour
Office Assistant.....	\$46/hour

COMPANY VEHICLE AND EQUIPMENT

4-WD field vehicle.....	\$120/day & Gas Expenses
Field Equipment.....	Available on request

NON-LABOR EXPENSES Cost plus 15%

Common non-labor expenses include food, lodging, travel and permits.

FIELD SUPPLIES Cost plus 15%

Common field supplies include equipment rental, construction materials, installed equipment, and special insurance.

OUTSIDE SERVICES..... Cost plus 15%

Common outside services include laboratory testing and subcontractors.

SPECIALTY SOFTWARE.....Available on request

SEEP/W, SLOPE/W, SIGMA/W, VADOSE/W, CTRAN/W, MODFLOW-SURFACT, APEX, Darwin, Surfer, Heave, Leapfrog, SoilVision, Slide, Phase2, Dips, ARCGIS, Etap.

Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization Engineering Analytics

Address 1600 Specht Point Road Suite 209 Fort Collins

Authorized Signature 

Title Vice President

Date 11/6/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Colorado 4582 S. Ulster St., Suite 600 Denver CO 80237	CONTACT NAME: PHONE (A/C, No, Ext): 303-863-7788 E-MAIL ADDRESS: APCOI@assuredpartners.com	FAX (A/C, No): 303-861-7502
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Casualty Insurance Company Of America		19046
INSURER B : Pinnacol Assurance		41190
INSURER C : Zurich American Insurance Company		16535
INSURER D : Underwriters At Lloyd's, London		15792
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 81172450**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		BA0Y564819	3/4/2025	3/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	4159191 WC 9691890-14	3/1/2025 3/1/2025	3/1/2026 3/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
D D	Professional Liability Excess Professional Liability			B0621PENG1018025 B0621PENG1018525	3/4/2025 3/4/2025	3/1/2026 3/1/2026	Each Claim/Aggregate Each Claim/Aggregate \$2M/\$2M \$3M/\$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Greeley is recognized as Additional Insured with respects to Auto only if required by direct written contract with the named insured but only to the extent of such contract and coverage shall not be broader than that provided by the policy.

30 Day Notice of Cancellation applies with respects to Auto, Professional, and Workers Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Greeley
1000 10th St
Greeley CO 80631-3808

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heffernan Insurance Brokers 300 California St Suite 450 San Francisco CA 94104	CONTACT NAME: Brittney Blankenship PHONE (A/C, No, Ext): 415-778-0300 E-MAIL ADDRESS: brittneyb@heffins.com	FAX (A/C, No): 415-778-0301
INSURED Engineering Analytics, Inc 1600 Specht Point Road, Suite 209 Fort Collins CO 80525	INSURER(S) AFFORDING COVERAGE INSURER A : The Travelers Indemnity Company INSURER B : Travelers Property Casualty Company of America INSURER C : HDI Global Specialty SE INSURER D : Liberty Surplus Insurance Corporation INSURER E : INSURER F :	NAIC # 25658 25674 10725

License#: 0564249
MACK&SP-01**COVERAGES****CERTIFICATE NUMBER:** 383938107**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		810-B4429554-25-43-G	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$1,000,000
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	Y	UB-B4452060-25-43-G	7/1/2025	7/1/2026	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$1,000,000 \$1,000,000 \$1,000,000
C D	Primary Professional Liability Excess Professional Liability			FRS-H-P-PL-00013319-01 XAENYADBIHG001	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Primary Limit \$2M xs \$5M Layer 5,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Services: Architects & Engineers

Re: As Per Contract or Agreement on File with The Insured. City of Greeley is included as an additional insured (primary and non-contributory) on the Auto Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on Workers Compensation policy, if required. The Waiver of Subrogation endorsement has been requested for the Workers Compensation policy from the insurance company and if approved will be forwarded when received. Cancellation notice endorsement for the Automobile Liability, Professional Liability and Workers Compensation policies are attached, if required. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER**CANCELLATION**City of Greeley
1000 10th St.
Greeley, CO 80631-3808

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 10

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

POLICY NUMBER: UB-B4452060-25-43-G

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice:
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:	30

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 10-18-25 ST ASSIGN:

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Endorsement No. 7

POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
FRS-H-P-PL-00013319-01	07/01/2025	Mackay & Sposito Holdings, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET NOTICE OF CANCELLATION TO THIRD PARTIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Architects & Engineers Professional Liability Policy
Real Estate Developers Professional Liability Policy
Contractors Professional Liability Policy

In consideration of the premium paid, it is agreed:

SCHEDULE

Cancellation Notice (Number of Days):
30

- 1) Section VIII. General Conditions, A. Cancellation, is amended by the addition of the following:
 - A. In the event that this Policy is cancelled for any statutorily permitted reason other than non-payment of premium, the **Insurer** agrees to provide Notice of Cancellation to third parties designated by the **Named Insured**. In the event of such cancellation, the **Insurer** will provide the Broker of Record a blank schedule, to be completed by the **Named Insured** with the names and electronic mail (e-mail) addresses of any and all third parties to whom the **Named Insured** requests we provide such Notice of Cancellation. Notice of Cancellation shall be delivered by only electronic mail (e-mail). Such schedule must be completed and returned back to the **Insurer** within five (5) business days of the Broker of Record's receipt. If the schedule is not returned to the **Insurer** within five (5) business days by electronic mail (e-mail), the **Insurer** will not provide notification.
 - B. Upon receipt of the completed schedule, the **Insurer** shall endeavor to provide at least the number of days shown in the SCHEDULE above a Notice of Cancellation by electronic mail (e-mail).
 - C. Any notification by the **Insurer** to any party that is not the **Named Insured** on the Policy is intended as a courtesy only. The **Insurer's** failure to provide such notification will not extend the Policy cancellation date, or negate cancellation of the Policy or be cause for legal action against the **Insurer**.

The title and any headings in this Endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



MACKAY SPOSITO, LLC

Unique Entity ID DNU6CM53M1E3	CAGE / NCAGE 1TCD1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Sep 18, 2026	
Physical Address 18405 SE Mill Plain BLVD STE 100 Vancouver, Washington 98683-7562 United States	Mailing Address 18405 SE Mill Plain BLVD STE 100 Vancouver, Washington 98683-7562 United States	

Business Information

Doing Business as MACKAY SPOSITO	Division Name Mackay Sposito	Division Number (blank)
Congressional District Washington 03	State / Country of Incorporation Washington / United States	URL http://www.mackaysposito.com

Registration Dates

Activation Date Sep 24, 2025	Submission Date Sep 18, 2025	Initial Registration Date Mar 4, 2002
--	--	---

Entity Dates

Entity Start Date May 27, 1974	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE 152G6	Legal Business Name MACKAY & SPOSITO HOLDINGS, LLC
----------------------	--

Highest Level Owner

CAGE 152J0	Legal Business Name MS OWNERS, INC
----------------------	--

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
1TCD1

Points of Contact

Electronic Business

✎
Derrick Smith, President/CEO

**18405 SE Mill Plain BLVD STE 100
Vancouver, Washington 98683
United States**

Government Business

✎
Derrick Smith, President/CEO

**18405 SE Mill Plain BLVD STE 100
Vancouver, Washington 98683
United States**

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	237120	Oil And Gas Pipeline And Related Structures Construction
	237130	Power And Communication Line And Related Structures Construction
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	541320	Landscape Architectural Services
	541340	Drafting Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	541990	All Other Professional, Scientific, And Technical Services

Product and Service Codes

PSC	PSC Name
C1AZ	Architect And Engineering- Construction: Other Administrative Facilities And Service Buildings
C1BD	Architect And Engineering- Construction: Airport Runways And Taxiways
C1BE	Architect And Engineering- Construction: Airport Terminals
C1BG	Architect And Engineering- Construction: Electronic And Communications Facilities
C1CA	Architect And Engineering- Construction: Schools
C1CZ	Architect And Engineering- Construction: Other Educational Buildings
C1DB	Architect And Engineering- Construction: Laboratories And Clinics
C1DZ	Architect And Engineering- Construction: Other Hospital Buildings
C1EB	Architect And Engineering- Construction: Maintenance Buildings
C1EZ	Architect And Engineering- Construction: Other Industrial Buildings
C1FA	Architect And Engineering- Construction: Family Housing Facilities

C1FB	Architect And Engineering- Construction: Recreational Buildings
C1FZ	Architect And Engineering- Construction: Other Residential Buildings
C1GZ	Architect And Engineering- Construction: Other Warehouse Buildings
C1KA	Architect And Engineering- Construction: Dams
C1KB	Architect And Engineering- Construction: Canals
C1LB	Architect And Engineering- Construction: Highways, Roads, Streets, Bridges, And Railways
C1LC	Architect And Engineering- Construction: Tunnels And Subsurface Structures
C1LZ	Architect And Engineering- Construction: Parking Facilities
C1MB	Architect And Engineering- Construction: Epg Facilities - Gas
C1MD	Architect And Engineering- Construction: Epg Facilities - Hydro
C1MG	Architect And Engineering- Construction: Epg Facilities - Solar
C1MH	Architect And Engineering- Construction: Epg Facilities - Wind
C1MZ	Architect And Engineering- Construction: Epg Facilities - Other, Including Transmission
C1NC	Architect And Engineering- Construction: Pollution Abatement And Control Facilities
C1ND	Architect And Engineering- Construction: Sewage And Waste Facilities
C1NE	Architect And Engineering- Construction: Water Supply Facilities
C1NZ	Architect And Engineering- Construction: Other Utilities
C1PA	Architect And Engineering- Construction: Recreational Facilities (Non-Building)
C1PD	Architect And Engineering- Construction: Waste Treatment And Storage Facilities
C1PZ	Architect And Engineering- Construction: Other Non-Building Facilities
C212	Architect And Engineering- General: Engineering Drafting, Not Cad/Cam
C213	Architect And Engineering- General: Inspection (Non-Construction)
C214	Architect And Engineering- General: Management Engineering
C219	Architect And Engineering- General: Other
C220	Architect And Engineering- General: Structural Engineering
F004	Natural Resources/Conservation- Forest/Range Fire Rehabilitation (Non-Construction)
F007	Natural Resources/Conservation- Range Seeding (Ground Equipment)
F008	Natural Resources/Conservation- Recreation Site Maintenance (Non-Construction)
F011	Natural Resources/Conservation- Surface Mining Reclamation (Non-Construction)
F021	Natural Resources/Conservation- Site Preparation
F022	Natural Resources/Conservation- Fish Hatchery
F099	Natural Resources/Conservation- Other
F103	Environmental Systems Protection- Water Quality Support
F105	Environmental Systems Protection- Pesticides Support
F108	Environmental Systems Protection- Environmental Remediation
F110	Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits
F113	Environmental Systems Protection- Wetlands Conservation And Support
F114	Environmental Systems Protection- Environmental Licensing And Permitting
F999	Other Environmental Services
R404	Support- Professional: Land Surveys-Cadastral (Non-Construction)
R408	Support- Professional: Program Management/Support
R425	Support- Professional: Engineering/Technical
S111	Utilities- Gas
S112	Utilities- Electric
S114	Utilities- Water
S119	Utilities- Other

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States
Idaho
Oregon
Washington

Counties
(blank)

Metropolitan Statistical Areas
(blank)



Council Agenda Summary

December 2, 2025

Key Staff Contact: Caleb Jackson, Planning Supervisor

Title:

Introduction and first reading of an ordinance amending Title 24 of the Greeley Municipal Code relating to a text amendment to the Greeley Development Code codifying the fast track review process for affordable housing

Summary:

The City of Greeley is considering a code amendment to codify the fast track review process for affordable housing. Greeley opted into Proposition 123, which provides state funding for affordable housing. The code amendment is intended to satisfy a state requirement as part of Proposition 123 to implement a fast-track review process for affordable housing. Planning Commission recommended approval (4-0) at their November 18 meeting.

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:

None

Strategic Focus Area:

Housing For All
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 December 16, 2025.

Attachments:

1. Ordinance No. 38, 2025

CITY OF GREELEY, COLORADO

ORDINANCE NO. 38, 2025

**AN ORDINANCE AMENDING TITLE 24 OF THE GREELEY MUNICIPAL CODE
RELATING TO A TEXT AMENDMENT TO THE GREELEY DEVELOPMENT CODE
CODIFYING THE FAST TRACK REVIEW PROCESS FOR AFFORDABLE HOUSING**

WHEREAS, a Development Code amendment is needed to align with and support the City's Housing for All Strategic Plan and the implementation of Proposition 123; and

WHEREAS, the City promotes the construction of mixed-income neighborhoods where affordable and attainable units are integrated with market-rate units; and

WHEREAS, the City desires the provision of housing opportunities for individuals who work in the community; and

WHEREAS, the City seeks to address the housing needs as identified in the City's Housing Needs Assessment; and

WHEREAS, maintaining a balanced housing portfolio that provides housing for residents at various income levels is desired.

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

Section 1. Section 24-404.k of the Greeley Municipal Code is amended to read as follows with additions in underlined text and deletions stricken through:

~~k. *Affordable housing.* Affordable housing, as defined in section 24-1301, is permitted within any approved dwelling unit and is primarily designated as affordable housing for the purpose of qualifying for the affordable housing parking reduction. Projects that include affordable housing units should follow the approval process for the equivalent residential use shown in Table 24-4-2 including, but not limited to, single-family dwelling, two-family dwellings, row house dwellings, and multi-family dwellings. Affordable housing should also follow the residential development standards for the equivalent building type including, but not limited to, detached house, multi-unit house, row house, and apartment. Transitioning an affordable housing unit to a regular dwelling unit is considered a change of use requiring an amendment to the approved plans and the provision of adequate parking by the applicant.~~

1. Affordable housing, as defined in section 24-1301, is permitted within any dwelling unit.

2. Projects that include affordable housing units shall follow the approval process for the equivalent residential use shown in Table 24-4-2 including, but not limited to, single-family dwellings, two-family dwellings, row house dwellings, and multi-family dwellings.

3. Affordable housing shall follow the residential development standards for the equivalent building type including, but not limited to, detached house, multi-unit house, row house, and apartment unless a variance or alternative compliance request is approved.

4. When a project that entails a procedure listed in Chapter 2 of Title 24, construction documents, or building permit is received by the Community Development Department where 50 percent or more of the proposed dwelling units are affordable housing, as defined in Section 24-1301, and the project is deemed eligible by City staff in accordance with City housing policy, the applicant may opt into the expedited review process outlined below.

(a) Pre-Application. Prior to application, the Community Development Department may require the applicant to complete one or more pre-application meetings and/or scoping reviews to ensure that the applicant understands the processes required and the submittal requirements.

(b) Submittal. It is the responsibility of the applicant to submit a complete application with the initial submittal. The Community Development Department shall determine the application's completeness within seven business days of submission. After the application is deemed complete, the expedited review period begins. Failure to submit a complete application to the satisfaction of the Community Development Department will delay the commencement of the expedited review until the application is complete. If the applicant fails to fully rectify an incomplete application to the satisfaction of the Community Development Department within 30 calendar days of being notified of the application being incomplete, then the application is considered withdrawn.

(c) Expedited Review. The City and the applicant shall make good faith efforts to reach a final decision on eligible affordable housing applications within 90 calendar days of the Community Development Department verifying that a complete application was received. If the application is not approved, denied, or extended within the initial 90 calendar days or the extended deadline from paragraphs (d) or (e), then the application shall be automatically denied or immediately extended if allowed by paragraph (d) or (e).

(d) City Extension. The Community Development Department may initiate one or more extensions to the expedited review of up to 30 calendar days per extension to allow additional time to review modifications made to an application, for unique project circumstances, or to accommodate time needed for a public hearing and/or neighborhood meeting.

(e) Applicant Extension. The applicant may request a single, one-time extension to the expedited review of up to 90 calendar days to address review comments at any point after receiving a review letter from the Community Development Department or to address comments from an agency that has approval authority

over the project. This single request may not be extended, and no additional applicant extension requests may be made. Additionally, the applicant may extend the expedited review to comply with a state law or court order and the duration of such extensions shall be determined by the subject law or court order.

Section 2. Section 24-1301 of the Greeley Municipal Code is amended to add or revise the following definitions with added text underlined and deleted text stricken through:

Affordable housing. Any dwelling unit ~~with an executed and recorded deed restriction stating that the dwelling unit will be reserved for renting to households making 60% or less of the area median income or selling to households making 100% or less of the area median income at rental rates or sales prices that do not exceed 30% of household income.~~ affordable housing by adhering to the income limits and maximum rents published annually by the department of housing and urban development for no less than 15 years

Section 3. This ordinance shall become effective five (5) days after its final publication.

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

ATTEST: THE CITY OF GREELEY COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

December 2, 2025

Key Staff Contact: Heidi Leatherwood, City Clerk, Jennifer Middleton, Deputy City Clerk

Title:

Introduction and first reading of an ordinance reauthorizing the Citizen Budget Advisory Committee, Citizen Transportation Advisory Board, Commission on Disabilities, Downtown Development Authority, Golf Advisory Board, Historic Preservation Commission, Rodarte Community Center Advisory Board, Stormwater Board, and Youth Commission for a period of three years

Summary:

Each year a group of boards and commissions are scheduled for review by the City Council to determine if their primary purpose has been fulfilled and if they should be reauthorized to continue serving in their selected capacity. This option to review boards and commissions was made by a charter amendment from the registered electors of the City of Greeley in 2001. An ordinance (2002) was adopted to establish a schedule to make sure these boards are reviewed every three (3) years.

The above boards and commissions have submitted a questionnaire and provided information on their contributions to the community. This information was reviewed and considered by Council at the November 18, 2025, Council Meeting and consensus was reached to reauthorize them.

The following boards were part of the 2025 Triennial Review:

- Citizen Budget Advisory Committee
- Citizen Transportation Advisory Board
- Commission on Disabilities
- Downtown Development Authority
- Golf Advisory Board
- Historic Preservation Commission
- Rodarte Community Center Advisory Board
- Stormwater Board
- Youth Commission

An introduction and first reading ordinance was drafted to reauthorize the above boards on December 2. The public hearing and final adoption of the ordinance is set for December 16, 2025.

Fiscal Impact:

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

N/A

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

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

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for December 16, 2025.

Attachments:

1. Ordinance No. 39, 2025

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 39, 2025**

**AN ORDINANCE RE-AUTHORIZING VARIOUS BOARDS AND COMMISSIONS FOR
THREE YEARS**

WHEREAS, in November, 2001, Greeley voters approved an amendment to the Home Rule Charter, in Section 2-8 Appointive Boards and Commissions, to require that City Council review its advisory groups every three years to determine whether the board or commission continues to serve the purpose for which it was created and decide whether or not to authorize its continuance; and

WHEREAS, Ordinance No. 59, 2002, was adopted by City Council October 15, 2002, to implement this Charter amendment and thereby created a triennial review schedule for appointive boards and commissions; and

WHEREAS, City Council is prepared to re-authorize these appointive groups for a three-year period.

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

Section 1. The following groups are hereby re-authorized for a period of three years from January 1, 2026, to expire December 31, 2028:

1. Citizen Budget Advisory Committee
2. Citizen Transportation Advisory Board
3. Commission on Disabilities
4. Downtown Development Authority
5. Golf Course Advisory Board
6. Historic Preservation Commission
7. Rodarte Community Center Advisory Board
8. Stormwater Board
9. Youth Commission

Section 2. This ordinance shall become effective five days after its final publication 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



Council Agenda Summary

December 2, 2025

Key Staff Contact: Donald Threewitt, Deputy Director of Community Development, Betsy Kellums, Planner III

Title:

Introduction and first reading ordinance designating 1000 10th Street on the Greeley Historic Register

Summary:

Historic Greeley Inc submitted a non-owner nomination for the building at 1000 10th Street, currently City Hall, to the Greeley Historic Register for historical, architectural, and geographical significance.

For designation of a non-owner nomination, a property must meet one criterion in one of the three areas of significance and meet one of the two criteria for non-owner nominations. Staff determined that the building may meet the requirements for non-owner nomination. A non-owner nomination shall be reviewed under stricter protections. The nominated property must demonstrate that it possesses the characteristics of compelling historic interest to the entire community.

The City of Greeley is the property owner and is contesting the non-owner nomination for historic designation.

The Public Hearing of the Historic Preservation Commission to make a recommendation to City Council to approve or deny the nomination is scheduled for December 1, 2025. The Public Hearing was originally scheduled for November 17 and then continued to December 1 in order to have a quorum because several commissioners have a conflict of interest. The Historic Preservation Commission must have five votes in favor to approve the historic designation.

Within 30 days of the commission decision, City Council shall hold a public hearing and consider all relevant evidence. The Public Hearing is scheduled for December 16, 2025. After the Public Hearing, Council shall vote and may affirm, deny or modify the designation. An Ordinance is required when act of Council may place any burden upon or limiting the use of private property.

Fiscal Impact:

None

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 date certain.

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for December 16, 2025.

Attachments:

1. Ordinance No. 40, 2025 with Exhibit A
2. Greeley Historic Register Nomination Packet

CITY OF GREELEY, COLORADO
ORDINANCE NO. 40, 2025

AN ORDINANCE DESIGNATING 1000 10th STREET ON THE GREELEY HISTORIC REGISTER

WHEREAS, Historic Greeley, Inc. has submitted a non-owner application to designate property located at 1000 10th Street as historic, which application is designated as Case No. GHR2025-0002; and

WHEREAS, the Greeley Municipal Code requires that the Historic Preservation Commission first consider Historic Greeley, Inc.'s application before the application is considered by the Greeley City Council; and

WHEREAS, the Historic Preservation Commission considered the application on December 1, 2025 and five votes were cast in favor of recommendation of historic designation; and

WHEREAS, City Council must determine whether the property possesses characteristics of compelling historic importance to the entire community and meets one of the following criteria: unusual or uncommon significance that the structure's potential demolition or major alteration would diminish the character and sense of place in the community of Greeley; or superior or outstanding examples of architectural , historical or geographical significance criteria outlined in the criteria for designation in section 24-1003 of the code; and

WHEREAS, City Council held a public hearing and considered all relevant evidence on December 16, 2025; and

WHEREAS, the City Council determined that the property at 1000 10th Street met or exceeded the criteria for designation of individual, non-owner nominated property pursuant to Greeley Municipal Code section 24-1003.

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

Section 1. That 1000 10th Street in Greeley, Colorado possesses qualities that meet or exceed the criteria for designation of individual, non-owner nominated properties pursuant to Sections 24-1003d.1. and -1003d.2 of the Greeley Municipal Code.

Section 2. That 1000 10th Street shall be designated as an historic property on the Greeley Historic Register and that evidence of such designation shall be recorded in the property records of the Weld County Clerk and Recorder.

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
DECEMBER, 2025.**

ATTEST

THE CITY OF GREELEY, COLORADO

By:_____
City Clerk

By:_____
Mayor

EXHIBIT A

LEGAL DESCRIPTION:

LOTS 1 THROUGH 8, BLOCK 75, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



Greeley Historic Register

Nomination Packet

Historic Preservation Office

1100 10th Street, Greeley Colorado, 80631

Phone: (970)350-9222

Fax: (970)350-9800

Updated 5/2021

This packet includes the forms and instructions necessary to nominate a building or site to the Greeley Historic Register.

City of Greeley Historic Preservation Commission

Procedures for Nomination and Designation of Historic Properties

The Historic Preservation Commission thanks you for becoming involved in the important process of protecting our city's historical built environment. The following steps will guide you through the nomination and designation procedures. If you have any questions, please call the Historic Preservation Office. Our staff is here to help!

Nomination & Designation Process

Owner nominations – process will take approximately 30-45 days from receipt of application

Non-owner nominations – process may take up to 90-120 days from receipt of application

Incomplete applications will hold up the process. Additional information may be requested.

Step 1. Pre-Application Conference

- Meet with Historic Preservation Staff (call the Historic Preservation Office at 970.350.9222 for an appointment). At this time you will determine the property's significance, review the designation process and learn how to research your historic structure or site.
- The Historic Preservation Staff will also fully explain the benefits, requirements and responsibilities that are conferred upon the owners of historic properties.

Step 2. Formal Application

- Complete *Application Form for Nomination of a Historic Property* (attached)
- Complete the *Historic Building Inventory* form (attached). The Historic Preservation Specialist can assist with completion of this form.
- *Minimum information required* for the application to be considered includes: nominated property address, owner & mailing address/phone number/email address, legal description, historic use, present use, date of construction (estimate), original owner, significance (determined in consultation with the Historic Preservation Specialist if necessary). The legal description can be obtained through the City of Greeley website, ORIGIN Property Facts map. Historic Preservation Specialist can assist with the legal description.
- Current photos of the front, sides and rear.
- Additional requirements for a complete application for non-owner nominations: a copy of a legally recorded document with the legal description.
- Application fee is \$50.00; payable to the City of Greeley; paid through eTRAKiT. (The fee may be waived under certain circumstances, such as economic hardship.)
- Submit the application through the Project module of [eTRAKiT](http://greeleygov.com/services/etrakit) on the City of Greeley website, <http://greeleygov.com/services/etrakit>. For assistance with eTRAKiT, call 970.350.9388.

Step 3. Notification, Scheduling and Posting {As per Section 24-949}

- Historic Preservation Staff will send a letter acknowledging receipt of the application materials and will reference the privileges, obligations and restrictions which apply to historic properties. The letter will also serve as written notice of the date, time, and place of the Hearing for Designation, to be mailed to the owner no less than fifteen (15) days prior to the scheduled hearing. The Historic Preservation Commission holds public hearings on the first and third Monday of each month at 4:00 p.m.
- For owner nominated properties, the letter shall be sent via first class mail, by hand delivery or by electronic mail. For non-owner nominated properties, the letter shall be sent via certified mail, return receipt requested.
- Notice of the Hearing shall also be posted at the property, in a manner clearly visible from a public right of way.
- Notice of Hearing shall be published twice in the newspaper of local circulation in the two weeks prior to the public hearing.

Step 4. Public Hearing {As per Section 24-948}

- Attend Designation Hearing. The hearing will be formal and will follow a pre-written agenda as follows:

Public Hearing

1. Chair introduce public hearing item
2. Historic Preservation Staff report
3. Applicant Presentation
4. Commission questions
5. Chair opens public hearing
6. Chair closes public hearing
7. Applicant rebuttal
8. Commission discussion & vote

Step 5. Disposition {As per Section 24-948}

- Approval or denial of the nomination shall be granted after the Commission has heard all interested parties and relevant evidence.
 - The Commission will be the final decision making authority on all owner nominations, with the option for appeal to City Council.
 - In the case of non-owner nominations, the Commission will review the case in the public hearing process and make a recommendation to the City Council regarding designation.
 - City Council will be the final decision making authority on all non-owner nominations.
- If the property receives designation, official notice will be sent to the owner within fifteen days after the designation has been recorded with the Weld County Clerk and Recorder. The nomination application fee covers the recording fee.
- The Commission will supply and pay for signs for designated properties subject to the availability of funds.

CITY OF GREELEY

**APPLICATION FORM FOR
NOMINATION OF A HISTORIC PROPERTY**

Article 4 of Chapter 8 of Title 24 of the Greeley Municipal Code, the City's Historic Preservation Ordinance provides for a property to be nominated for designation as a Historic Property. The information below must be filled out and submitted to the Commission for consideration. *Historic Preservation Office Staff can assist in completion of this form.*

APPLICANT(S)

Name: Historic Greeley, Inc.
Address: 1103 9th Avenue
Greeley, CO 80631
Telephone: 970-302-8368
Email: historicgreeleyinc@gmail.com
Greeley
City Hall

HISTORIC PROPERTY Name: 1000 10th Street
Address: Greeley, CO 80631

Historic Use: Bank / Office
Current or Proposed Use: City Hall / Office

Legal Description: GR 5164 L1 THRU L8 BLK75 EXC BEG SW COR L8 E62.2' TO TRUE POB N05D23'W 57.7' N89D50'E 99.8' S44D01'E 5.6' S89D50'E 125.65' S53.4' W223.9' TO BEG ALSO EXC BEG SW COR L8 E62.2' N25D23'W 57.7' TO TRUE POB N05D23'W 36.9' S89D52'E 71.5' S39D04'E 27.2' S44D01'E 21.1' S89D50'W 99.8' TO BEG
City of Greeley, County of Weld, State of Colorado

NAME YOU WISH TO HAVE THE BUILDING DESIGNATED AS:

The Dean Building

BRIEF DESCRIPTION OF HISTORICAL QUALITIES RELATING TO THE PROPOSED PROPERTY: Please attach additional information you wish considered on a separate sheet.

Greeley City Hall, originally built as the Weld County Bank, then later United Bank of Greeley, is significant for its mid-century modern styling and iconic in downtown Greeley as "the Round Building." It was commissioned by prominent Greeley banker and citizen, Norman Dean, president of the bank, who desired an "unusual and distinctive building" for his new bank. He admired the round building designs of architect Marvin Knedler and commissioned him to design the two-story, precast concrete structure, then it was built in 1968 by the Greeley-based construction firm, Hensel-Phelps. The building is eligible for local, state, and possibly national register designation as an historic building.

Certification: I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Applicant (Print): Historic Greeley, Inc. **Telephone:** 970-302-8368

Signature: see attached **Date:** October 3, 2025

APPLICANT IS THE OWNER? YES ☐ NO ☒

Fill out the form as completely as possible. Please answer all questions. Unknown is an acceptable answer. Historic Preservation Office Staff can provide assistance with completion of this form. Adequate information will allow us to evaluate the building's significance and eligibility for nomination to the Greeley Historic Register.

Greeley City Hall, originally built as the Weld County Bank, then later United Bank of Greeley, is significant for its mid-century modern styling and is iconic in downtown Greeley as "the Round Building." The structure features two-story, arching precast concrete columns with curtain-wall glass from the first floor to the roof, and a domed, central skylight in the center which slopes to the outer parapet.

Significance: Check all that apply. Buildings, sites or other structures must meet at least one criterion in one category of historical, architectural and geographical significance to qualify for nomination. Staff will evaluate the property for integrity of location, design, setting, materials, workmanship, feeling and association, as defined by the National Park Service, and included in Section 24-947 of the Greeley Municipal Code.

Historical:

- ☒ Has character, interest and integrity and reflects the heritage and cultural development of the city, state or nation
- ☐ Is associated with an important historical event
- ☒ Is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community

Architectural:

- ☒ Characterizes an architectural style associated with a particular era and/or ethnic group
- ☒ Is identified with a particular architect, master builder or craftsman
- ☒ Is architecturally unique or innovative
- ☒ Has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance
- ☒ Has visual symbolic meaning or appeal for the community

Geographical:

- ☒ Has proximity and a strong connection or link to an area, site, structure or object significant in the history or development of the city, state or nation
- ☒ Is a visual feature identifying an area or neighborhood or consists of buildings, homes, replicas, structures, objects, properties, parks, land features, trees and sites historically or geographically associated with an area

Integrity Criteria:

All properties and districts shall be evaluated for their physical integrity using the following criteria, as defined by the National Park Service in the current version of the publication, "How to Apply the National Register Criteria for Evaluation":

1. Location – the place where the historic property was constructed or the place where the historic event occurred.
2. Design – the combination of elements that create the form, plan, space, structure and style of a property.
3. Setting – the physical environment of a historic property.
4. Materials – the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
5. Workmanship – the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
6. Feeling – a property's expression of the aesthetic or historic sense of a particular period of time.
7. Association – the direct link between an important historic event or person and a historic property.

Non-owner nomination additional criteria:

Non-owner individual nominations are to be reviewed under stricter protections and must meet the following criteria of compelling historic importance to the entire community, including at least one of the following criteria:

☒ Unusual or uncommon significance that the structure's potential demolition or major alteration would diminish the character and sense of place in the community of Greeley; or

☒ Superior or outstanding examples of architectural, historical or geographical significance criteria outline in the criteria for designation in Section 18.36.060. The term "superior" shall mean excellence of its kind and the term "outstanding" shall mean marked by eminence and distinction.

Statement of Significance: (add continuation sheet if necessary)

Greeley City Hall, originally built as the Weld County Bank, then later United Bank of Greeley, is significant for its mid-century modern styling and iconic in downtown Greeley as "the Round Building." It was commissioned by prominent Greeley banker and citizen, Norman Dean, president of the bank, who desired an "unusual and distinctive building" for his new bank. He admired the round building designs of architect Marvin Knedler and commissioned him to design the two-story, precast concrete structure, then it was built in 1968 by the Greeley-based construction firm, Hensel-Phelps. In addition as a recognizable and iconic building in downtown Greeley for almost 60 years, it is eligible for local, state, and possibly national register designation as an historic building.

Photographs: Include color photos of *each* building elevation. High quality digital photos are acceptable.

References: Indicate *specific* information sources (add continuation sheet if necessary)

Historic Structure Assessment and Preservation Plan, Hord Coplan Macht Architects; JVA, Inc. Structural Engineer

Inventory completed by: Linde Thompson, Historic Greeley

Signature: see attached

Date: October 3, 2025 Phone: 970-302-8368

Address: 1103 9th Avenue Greeley, CO 80631

**City of Greeley
Historic Preservation Commission**

How to complete the *Historic Building Inventory Form*

Fill out the form as completely as possible. *Please answer all questions. Unknown is an acceptable answer.* Adequate information will allow us to evaluate the building's significance and eligibility for nomination to the Greeley Historic Register.

All of the required information may be found in the Greeley Municipal Archives - Hazel E. Johnson Research Center, Weld County Public Libraries, Weld County Assessor's office and the Weld County Clerk and Recorder's office. Please visit the Historic Preservation Office for assistance.

Historic Property Name: Original name of building, if known.

Current Property Name: Current name of the building.

Address: Exact address with zip code.

Legal Description: The Historic Preservation Office staff can assist in obtaining the legal description. It is also available using the Property Facts map on the Maps page on the City of Greeley website: <http://greeleygov.com/government/gis>.

Owner Name and Address: Correct owner name and address is crucial for the inventory record. Indicate a specific federal, state or local agency or the name and address of a private individual.

Style: Assess the building's architectural style by consulting standard style books such as *What Style Is It?* or *Identifying American Architecture*. These books are available for use in the Historic Preservation Office. The Historic Preservation Office staff can assist in determining style.

Materials, Stories, Square footage: Give major building materials, number of stories and square footage.

Other historic designation: Mark yes or no. If yes, give date of designation and list the designating authority.

Addition, Year of Addition: This information may be obtained from the Weld County Assessor's Office.

Historic Use, Present Use: Briefly note the building's original and present use.

Date of Construction: Determine the construction date with care. Give inclusive dates for buildings built over a period of years. If an exact date is unknown, after and before dates can be used (for example, after 1870 but before 1875). Give name of source for information.

Condition: Indicate Excellent, **Good**, Fair or Poor.

Architect, Builder/Contractor, Original Owner: List the names of the Architect, Builder (or Contractor) and Original Owner. Indicate source of information, if known.

Associated building(s): Indicate the existence of any outbuildings (eg. carriage house, detached garage, privy, shed)

Architectural description: Describe the major stylistic elements of the building. Mention such features as porches, window styles, ornamentation, chimneys, roof types and other distinguishing features. *Historic Preservation Office staff can assist with writing the architectural description.*

Significance/Statement of Significance: Indicate appropriate area(s) of significance by checking all that apply. Then explain the reasons why the building is significant in the community's history. For example, the Meeker Home Museum "Is architecturally unique or innovative" because it is a two-story adobe structure. *Determination of the significance can be done in consultation with Historic Preservation Office staff if needed.*

Photographs: Include photos of each elevation.

References: Indicate specific information sources.

Historic Greeley

1103 9th Avenue, Greeley, CO 80631

Applicant (print): Ronald Thompson Telephone: 970-302-2121
Signature: R. J. Thompson Date: 10-3-2025

Applicant (print): Kimberly Bode Telephone: 970-405-7187
Signature: Kimberly Bode Date: 10-3-2025

Applicant (print): Marshall S. Clough Telephone: 970 356-8748
Signature: Marshall S. Clough Date: 10-3-2025

Applicant (print): Kyle Ragland Telephone: 970-673-3484
Signature: Kyle Ragland Date: 10/3/25

Applicant (print): Paul Richard Telephone: 970-351-7256
Signature: Paul W Richard Date: 10/3/25

Applicant (print): Linde Thompson Telephone: 970-302-8368
Signature: Linde Thompson Date: 10/3/2025

Applicant (print): Robert Brunschwig Telephone: 970-371-9874
Signature: Robert H. Brunschwig Date: Oct. 3, 2025

Applicant (print): Rebecca Brunschwig Telephone: 970-371-9874
Signature: Rebecca Brunschwig Date: October 3, 2025

Applicant (print): Julia Richard Telephone: 970-396-0933
Signature: Julia Richard Date: 10-6-2025

Applicant (print): Sean Jaehn Telephone: (970) 690-8696
Signature: SS Date: 10/6/25

Applicant (print): Annette Jaehn Telephone: 970.405.5985
Signature: Annette Date: 10/06/2025

GENERAL WARRANTY DEED

UNITED BANK OF GREELEY NATIONAL ASSOCIATION, a national banking association ("Grantor"), with an address of 1025 9th Avenue, Greeley, Colorado 80631, for the consideration of \$1,575,000 in hand paid, hereby sells and conveys to THE CITY OF GREELEY, COLORADO, a municipal corporation ("Grantee"), with an address of Greeley Civic Center, 919 Seventh Street, Greeley, Colorado 80631, the following real property in the County of Weld, State of Colorado (the "Land"), to wit:

Lots 1 through 8,
Block 75,
CITY OF GREELEY,

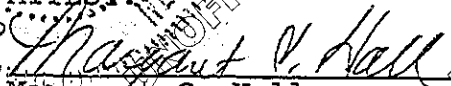
also known as 1000 10th Street, Greeley, Colorado;
together with all easements and rights-of-way appurtenant thereto, all improvements thereon and all fixtures of a permanent nature currently on the Land; but excepting, reserving and retaining unto Grantor the improvements and fixtures of a permanent nature known as the Drive-up Teller Facilities and all appurtenances thereto located on a portion of the Land and more particularly described on Exhibit A attached hereto; and Grantor hereby warrants unto Grantee the title to the same, subject to easements, rights-of-way, restrictions, exceptions, reservations, protective covenants and encumbrances of record, if any, and to the real property taxes and assessments for 1987 and subsequent years.

EXECUTED this 7th day of December, 1987.

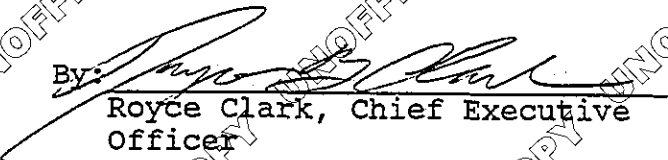
(Corporate Seal)

UNITED BANK OF GREELEY NATIONAL
ASSOCIATION, a national banking
association

ATTEST


Margaret C. Hall,
Secretary

By:


Royce Clark, Chief Executive
Officer

STATE OF COLORADO

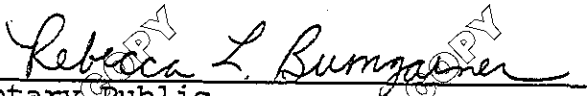
COUNTY OF WELD

SS.

The foregoing instrument was acknowledged before me
this 7th day of December, 1987, by Royce Clark as Chief Exec-
utive Officer and Margaret C. Hall as Secretary of United Bank
of Greeley National Association, a national banking associa-
tion, on behalf of such national banking association.

Witness my hand and official seal.

(notarial seal)


Notary Public

My commission expires:

December 1, 1990

1143 10th Ave
Greeley Co.
80637

EXHIBIT A

(Attached to and forming a part of General
Warranty Deed, dated December 7, 1987,
from United Bank of Greeley National
Association to The City of Greeley.)

Description of the Drive-Up Teller Facilities

The following described improvements and fixtures of
a permanent nature (the "Drive-Up Teller Facilities"):

One 490 square foot, 1 story building located south of the
main building on the rear alley and servicing 5 drive-up
lanes;

One 678 square foot, 1 story building with full basement
located southwest of the main building and used for servicing
5 additional drive-up lanes;

Twelve circular (10'-12' diameter) umbrella type structures
located adjacent to the drive-up teller buildings; and

All other improvements and fixtures, above or below ground, in
anyway connecting or otherwise associated with the drive-up
teller buildings or bays, all of which are located on the
following described real property:

PARCEL 1:

A tract of land being part of
Lots 5, 6 & 7,
Block 75,
in the CITY OF GREELEY,

and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 8, Block 75 and
considering the South line of Lots 1 through 8, Block 75 to
bear N90°00'00"E with all other bearings contained herein
being relative thereto;

thence N90°00'00"E, 62.2 feet;

thence N05°23'50"W, 57.7 feet to the true point of beginning;

thence N05°23'50"W, 36.9 feet to a point on the face of an
existing curb;

thence along the face of the curb by the following three (3)
courses:

S89°52'51"E, 71.5 feet;

S39°04'51"E, 27.2 feet;

S44°01'02"E, 21.1 feet;

thence S89°50'26"W, 99.8 feet to the TRUE POINT OF BEGINNING;

PARCEL 2:

A tract of land being part of
Lots 3 through 6,
Block 75,

in the CITY OF GREELEY,

and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 8, Block 75 and
considering the South line of Lots 1 through 8, Block 75 to
bear N90°00'00"E with all other bearings contained herein
being relative thereto;

thence N90°00'00"E, 62.2 feet to the true point of beginning;

thence N05°23'50"W, 57.7 feet;

thence N89°50'26"E, 99.8 feet to a point on the face of an
existing curb;

thence along the face of the curb by the following three (3)
courses:

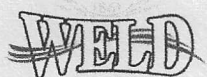
S44°01'02"E, 5.6 feet;

S89°50'48"E, 125.65 feet;

S00°00'00"E, 53.4 feet to a point on the South line
of said Lot 3, Block 75;

thence S90°00'00"W, 223.9 feet to the TRUE POINT OF BEGINNING;

together with reasonable access easements for the Drive-Up
Teller Facilities through and across the Land for ingress and
egress from and to Tenth Avenue, Tenth Street and Eleventh
Avenue, and easements and rights-of-way for utility services
for the Drive-Up Teller Facilities.


Weld County
 PROPERTY PORTAL

 Property Information (970) 400-3650
 Technical Support (970) 400-4357

Account: R0071688
October 2, 2025

Account Information

Account	Parcel	Account Type	Tax Year	Buildings	Actual Value	Local Govt Assessed Value	School Assessed Value
R0071688	096105333008	Exempt	2025	1	1,704,200	460,130	460,130

Legal

GR 5164 L1 THRU L8 BLK75 EXC BEG SW COR L8 E62.2' TO TRUE POB N05D23'W 57.7' N89D50'E 99.8' S44D01'E 5.6' S89D50'E 125.65' S53.4' W223.9' TO BEG ALSO EXC BEG SW COR L8 E62.2' N25D23'W 57.7' TO TRUE POB N05D23'W 36.9' S89D52'E 71.5' S39D04'E 27.2' S44D01'E 21.1' S89D50'W 99.8' TO BEG

Subdivision	Block	Lot	Land Economic Area
GREELEY CITY	75	1	COMM N 11 ST E 11 AV

Property Address	Property City	Section	Township	Range
1000 10TH ST	GREELEY	05	05	65

Owner(s)

Account	Owner Name	Address
R0071688	GREELEY CITY OF	C/O REAL ESTATE MANAGEMENT 1000 10TH ST GREELEY, CO 806313808



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

December 2, 2025

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

Title:

Resolution calling a Special Municipal Election to be held on February 24, 2026 and submitting to the Registered Electors of the City of Greeley at said Special Election a Referendum seeking to repeal Ordinance 30, 2025

Summary:

BACKGROUND

The Greeley City Council Enacted Ordinance 30, 2025 on September 16, 2025, establishing a Planned Unit Development (PUD) zoning for six separate parcels generally located north of US Highway 34, east of Weld County Road 17 and west of State Highway 257. This PUD established zoning for 220.568 acres that were annexed to the City of Greeley on September 16, 2025 (the Kinnison Annexation and the Schmerge Annexation) and rezoned 613.218 acres. The properties subject to the PUD are owned by the City of Greeley, Patriot Energy, LLC and VIMA Partners, LLC.

On September 23, 2025, Rhonda Solis and Brandon Wark, through their attorney West Group, submitted a Notice of Protest of Ordinance 30, 2025 and Intent to Circulate a Referendum Petition to the City Clerk. This referendum is authorized by Section 9-3 of the Greeley Municipal Charter and Section 2-84 of the Greeley Municipal Code. The referendum petition was circulated for signatures. On November 7, 2025, the City Clerk found the signatures on the referendum petition to be sufficient and issued a Statement of Petition Sufficiency after Final Review.

Section 9-3 of the Charter and Section 2-84(d) of the Code provides that City Council must now reconsider Ordinance 30, 2025. The Council can either repeal the ordinance in its entirety or set a special election to ask the registered electors of the City of Greeley whether or not Ordinance 30, 2025 should be repealed.

THIS AGENDA ITEM — RESOLUTION SUBMITTING QUESTION TO THE VOTERS

If Council approves this resolution, a special election will be scheduled for February 24, 2026. At this special election, the registered electors of the City of Greeley will be asked to decide if Ordinance 30, 2025 should be repealed. If the registered electors vote in favor of repealing Ordinance 30, 2025, the ordinance will be repealed immediately without further action of City Council.

If Council approves this resolution, then the proposed ordinance to repeal Ordinance 30, 2025 should not be approved.

EFFECT OF REPEAL OF ORDINANCE 30, 2025

If Ordinance 30, 2025 is repealed by the voters, the City Council will not be able to enact the same ordinance for a period of one year following the repeal. The owners of the affected properties will need to submit one or more new zoning applications to the City to establish zoning or to rezone the parcels. These applications will then be considered by the Planning Commission and the City Council pursuant to the City's normal procedures.

Fiscal Impact:

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

If approved, this item will have a negative impact on the budget. The Special Election is estimated to cost approximately \$350,000. The Weld County Elections Office will not be available to coordinate this election with the City of Greeley. Costs include logistical expenses of the election and public information/communication.

Is it budgeted? No

If not, will it require a new appropriation? Yes

If yes, what source and fund will be used? To be determined

Are there any long-term financial impacts? No

Legal Issues:

Council must either submit the referendum question to the voters at a special election or repeal the ordinance.

Other issues and Considerations:

None

Strategic Focus Area:

None

Decision Options:

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

Council's Recommended Action:

If Council desires to submit the referendum question to the voters, a motion to adopt the resolution is recommended.

Attachments:

1. Resolution No. 76, 2025

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 76, 2025**

**A RESOLUTION CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON
FEBRUARY 24, 2026 AND SUBMITTING TO THE REGISTERED ELECTORS OF
THE CITY OF GREELEY AT SAID SPECIAL ELECTION A REFERENDUM
SEEKING TO REPEAL ORDINANCE 30, 2025**

WHEREAS, the Greeley City Council City Council enacted Ordinance 30, 2025 on September 16, 2025; and

WHEREAS, Ordinance 30, 2025 established a Planned Unit Development (PUD) zoning for six separate parcels generally located north of US Highway 34, east of Weld County Road 17 and east and west of State Highway 257; and

WHEREAS, the PUD established zoning for 220.568 acres and rezoning for 613.218 acres, totaling 833.786 acres;

WHEREAS, the properties subject to the PUD are owned by the City of Greeley, Patriot Energy LLC, and VIMA Partners, LLC; and

WHEREAS, pursuant to Article IX of Greeley's home rule Charter ("Charter"), the registered electors of the City have the power of referendum to petition for the repeal of an ordinance; and

WHEREAS, a Notice of Protest of Ordinance 30, 2025 and intent to circulate a referendum petition was submitted to the City Clerk on September 23, 2025 as authorized by Section 9-3 of the Charter and Section 2-84 of the Greeley Municipal Code ("Code"); and

WHEREAS, the City Clerk found the signatures on the referendum petition to be sufficient and issued a Statement of Petition Sufficiency after Final Review on November 7, 2025; and

WHEREAS, pursuant to Section 9-3 of the Charter and Section 2-84(d) of the Code, Ordinance 30, 2025 must be reconsidered by the City Council; and

WHEREAS, the City Council may either repeal Ordinance 30, 2025 in its entirety or submit the referred question of whether said ordinance should be repealed to the qualified electors of the City at a special election called for that purpose, unless a general or special election is scheduled to occur within ninety (90) days; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of the City of Greeley to submit the referred question to the qualified electors of the City; and

WHEREAS, no legally available general or special election for the City of Greeley is scheduled to occur within 90 days and, as such, the call of a special election is required; 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 referendum.

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

Section 1. The City Council hereby calls a special municipal election for February 24, 2026 and directs the City Clerk to schedule such special election for February 24, 2026 and to conduct such election by mail ballot.

Section 2. There is hereby placed on the ballot of the Special Election to be held on February 24, 2026 a question asking the qualified electors of the City of Greeley whether to repeal Ordinance 30, 2025.

Section 3. The following ballot title shall be placed on the February 24, 2026 Special Election ballot:

Shall Ordinance 30, 2025 authorizing changes to the zoning map of the City of Greeley establishing the Cascadia Planned Unit Development (PUD) for a property located North of US Highway 34 and East of Weld County Road 17 including approximately 834 acres to create a master-planned community serving as a gateway into west Greeley, be repealed?

- ☐ Yes
- ☐ No

Section 4. If the referred question receives approval of the majority of the registered electors voting in the special election on February 24, 2026, Ordinance 30, 2025 shall be repealed without further action taken by City Council as authorized by Section 9-3 of the Charter.

Section 5. The City Clerk, or the Council by resolution, may make such changes in the ballot title set forth above as may be necessary or appropriate to conform to applicable law. Notice of the election, including submission of the ballot issues, shall be given, and the election shall be held and conducted, and the results thereof shall be determined, in conformity with the Uniform Election Code of 1992, the Charter and ordinances of the City, and other applicable provisions of the Constitution (including, without limitation, Article X, Section 20 thereof) and the laws of the State of Colorado.

Section 6. The City hereby exercises its power as a home rule municipality, pursuant to Article XX of the Colorado Constitution, to supersede any and all laws of the State of Colorado which may be in conflict herewith.

Section 7. If any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 8. 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.

Section 9. This resolution shall take effect immediately upon its passage, as provided by the Charter.

PASSED AND ADOPTED this ____ day of December, 2025.

ATTEST:

CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor Dale Hall



Council Agenda Summary

December 2, 2025

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

Title:

Introduction and first reading ordinance repealing Ordinance 30, 2025 which changed 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

Summary:

BACKGROUND

The Greeley City Council enacted Ordinance 30, 2025 on September 16, 2025, establishing a Planned Unit Development (PUD) zoning for six separate parcels generally located north of US Highway 34, east of Weld County Road 17 and west of State Highway 257. This PUD established zoning for 220.568 acres that were annexed to the City of Greeley on September 16, 2025 (the Kinnison Annexation and the Schmerge Annexation) and rezoned 613.218 acres. The properties subject to the PUD are owned by the City of Greeley, Patriot Energy, LLC and VIMA Partners, LLC.

On September 23, 2025, Rhonda Solis and Brandon Wark, through their attorney West Group, submitted a Notice of Protest of Ordinance 30, 2025 and Intent to Circulate a Referendum Petition to the City Clerk. This referendum is authorized by Section 9-3 of the Greeley Municipal Charter and Section 2-84 of the Greeley Municipal Code. The referendum petition was circulated for signatures. On November 7, 2025, the City Clerk found the signatures on the referendum petition to be sufficient and issued a Statement of Petition Sufficiency after Final Review.

Section 9-3 of the Charter and Section 2-84(d) of the Code provides that City Council must now reconsider Ordinance 30, 2025. The Council can either repeal the ordinance in its entirety or set a special election to ask the registered electors of the City of Greeley whether or not Ordinance 30, 2025 should be repealed.

THIS AGENDA ITEM - ORDINANCE REPEALING ORDINANCE 30, 2025

If the ordinance is adopted after the second reading, Ordinance 30, 2025 will be repealed.

If Council chooses to adopt the ordinance and schedule the second reading and public hearing, then the proposed resolution to set a special election and submit the referendum question to the voters should not be approved.

EFFECT OF REPEAL OF ORDINANCE 30, 2025

If Ordinance 30, 2025 is repealed by the City Council, the owners of the affected properties will need to submit one or more new zoning applications to the City to establish zoning or to rezone the parcels. These applications will then be considered by the Planning Commission and the City Council pursuant

to the City's normal procedures.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget? This ordinance will have no impact on the budget. However, delays to the Catalyst project will result which could have a negative impact on the budget.

Legal Issues:

Council must either submit the referendum question to the voters at a special election or repeal the ordinance.

Other issues and Considerations:

None.

Strategic Focus Area:

None.

Decision Options:

1. Introduce the ordinance as presented; or
2. Amend the ordinance and introduce as amended; or
3. Deny the ordinance.

Council's Recommended Action:

If Council desires to repeal Ordinance 30, 2025, A motion to introduce the ordinance and schedule the public hearing and second reading for December 16, 2025 is recommended.

Attachments:

1. Ordinance No. 41, 2025

CITY OF GREELEY, COLORADO

ORDINANCE NO. 41, 2025

**AN ORDINANCE REPEALING ORDINANCE 30, 2025 WHICH CHANGED 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**

WHEREAS, the Greeley City Council City Council enacted Ordinance 30, 2025 on September 16, 2025; and

WHEREAS, Ordinance 30, 2025 established a Planned Unit Development (PUD) zoning for six separate parcels generally located north of US Highway 34, east of Weld County Road 17 and east and west of State Highway 257; and

WHEREAS, the PUD established zoning for 220.568 acres and rezoning for 613.218 acres, totaling 833.786 acres;

WHEREAS, the properties subject to the PUD are owned by the City of Greeley, Patriot Energy LLC, and VIMA Partners, LLC; and

WHEREAS, pursuant to Article IX of Greeley's home rule Charter ("Charter"), the registered electors of the City have the power of referendum to petition for the repeal of an ordinance; and

WHEREAS, a Notice of Protest of Ordinance 30, 2025 and intent to circulate a referendum petition was submitted to the City Clerk on September 23, 2025 as authorized by Section 9-3 of the Charter and Section 2-84 of the Greeley Municipal Code ("Code"); and

WHEREAS, the City Clerk found the signatures on the referendum petition to be sufficient and issued a Statement of Petition Sufficiency after Final Review on November 7, 2025; and

WHEREAS, pursuant to Section 9-3 of the Charter and Section 2-84(d) of the Code, Ordinance 30, 2025 must be reconsidered by the City Council; and

WHEREAS, the City Council may either repeal Ordinance 30, 2025 in its entirety or submit the referred question of whether said ordinance should be repealed to the qualified electors of the City at a special election called for that purpose, unless a general or special election is scheduled to occur within ninety (90) days; and

WHEREAS, after review of these recommended changes, Council believes that it is in the best interests of the citizens of the City of Greeley that this ordinance be repealed.

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

Section 1. Ordinance 30, 2025 is hereby repealed in its entirety.

Section 2. This Ordinance shall become effective five days following its final publication, as provided by the Charter.

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

ATTEST:

CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

December 2, 2025

Key Staff Contact: Martha Lanaghen, Human Resources Director

Title:

City Manager Selection Process Overview

Summary:

The City of Greeley is beginning a search for a full-time City Manager. The search process will be transparent, inclusive and feature several opportunities for members of the community to provide feedback about candidates. As the process is very important to the City of Greeley, and will also involve multiple parties, several phases and a team of employees to ensure that it is executed well, and that the City secures an outstanding pool of candidates for consideration, the Director of HR, Martha Lanaghen, will present an overview of the process for brief discussion. This is for Council's information and the information of the public.

Fiscal Impact:

This item will have no impact to the budget as it is presented for information only.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

This item is for information only.

Council's Recommended Action:

This item is for information only.

Attachments:

1. Item - Presentation

City Manager Selection Process

Change Requests and Process Overview

Martha Lanaghan, Human Resources Director
City Council Meeting -December 2, 2025

01. Process Overview

Key objectives and goals for the City Manager selection in 2025/2026 timeline.

02. Project Team & Structure

Leadership roles, hiring committee composition, and selection criteria.

03. Selection Process Phases

Detailed breakdown of recruitment, screening, interviews, and community engagement.

04. Timeline & Next Steps

Project schedule from December 2025 through appointment in 2026.

Process Overview and Objectives

Strategic Goals

The City Manager selection process aims for transparent, equitable, and thorough recruitment of the next City Manager aligned with our City's vision.



Identify Qualified Leader

Attract a highly skilled and experienced City Manager with strategic vision.



Stakeholder Engagement

Involve employees, community representatives, and City Council throughout the process.



Fair, Transparent and Merit-Based

Ensure impartial evaluation with transparent criteria and ethical hiring practices.

Project Team Leadership

Project Leadership

Coordinated effort across HR, Communications, and Legal departments.

- **HR Director:** Project Lead overseeing overall coordination
- **Communications Director:** Communications lead and stakeholder outreach
- **Executive Assistant:** Administrative support and coordination
- **City Attorney's Legal Advisor:** Legal compliance and guidance

Hiring Committee

Committee drives recruitment strategy and candidate evaluation phases.

- Oversees candidate screening and preliminary interviews
- Recommends semi-finalists to City Council
- Ensures fair, merit-based evaluation process
- Reports progress to City Council regularly

MGT – National Recruitment Expertise



- Founded nearly 50 years ago – featured as an MSP500 “*Companies for doing good*”
- Over 1500 national and regional searches conducted
- Career Center has over 17,000 views per month
- Recognized as industry leader in Municipal, County and State recruitments
- Offers full range of Recruitment and Interim Staffing Solutions with over 1200 interim placements

Online at:
MGT.US

Hiring Committee Composition

Committee Member Roles

Diverse representation ensuring balanced perspectives and impartial evaluation of candidates.

Voting Members (8)

- Mayor (leadership perspective)
- Interim City Manager (operational insight)
- Two CMO team members (internal expertise)
- Two City employees (workforce perspective)
- Two community representatives (public interest)

Non-Voting Members

- HR Director (Project Management, HR Expertise)
- External Recruitment Consultant (industry best practices)

Impartiality & Confidentiality

Selection criteria emphasize ethical hiring and fair evaluation.

Diverse Perspectives

Representatives from all organizational and community levels.

Availability & Commitment

Full participation and dedication to the selection process.

Selection Process Phases



Phase 1: Hiring Committee & Recruitment Planning

Establish committee, define job description, develop recruitment strategy, and launch candidate recruitment campaign.



Phase 2: Candidate Screening & Interviews

Initial screening by Hiring Committee, qualification review narrowing to 10-12 applicants. Council interviews, narrow to 3-5 Finalists.



Phase 3: Community Engagement

Conduct meet-and-greet sessions, gather community feedback via surveys, and share online video introductions of finalists.



Phase 4: Final Selection & Negotiation

City Council conducts final interviews, selects candidate, and negotiates contract terms.

Supporting Transparency

- This information session
- In December, we'll build a **recruitment website** with the full calendar
 - Biographies for Selection Committee members
 - Finalist profiles
 - Complete timeline
- Community “Town Hall” meetings to meet the finalists and provide feedback to City Council
- Employee focus group, and “Town Hall” meetings to gather input up front, and feedback regarding finalists

Selection Process Timeline

Estimated schedule from November 2025 through appointment in late April or early May 2026, subject to adjustment based on candidate pool and other factors.

Phase	Key Activities	Timeline
Committee Establishment	Finalize committee, develop job description, interview stakeholders, Employee focus group	December 2025
Recruitment	Launch recruitment campaign, accept applications	January - February 2026
Screening & Interviews	Initial screening, committee review, preliminary interviews	February - March 2026
Community & Council	Community engagement, background checks, final interviews	March - April 2026
Selection & Onboarding	Contract negotiation, onboarding, start date	April - May 2026

Questions?





Council Agenda Summary

December 2, 2025

Key Staff Contact: Martha Lanaghen, Human Resources Director

Title:

Motion to go into Executive Session to meet with Acting City Manager Brian McBroom for the purpose of establishing performance expectations and performance goals

Summary:

The City Council appointed Brian McBroom as the Acting City Manager on November 10, 2025. Mr. McBroom began serving in this capacity on November 21, 2025. The City Council would like to meet with Mr. McBroom to establish performance expectations and to set goals for his tenure as Acting City Manager.

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:

None.

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Approve the motion; or
2. Amend the motion and approve as amended; or
3. Deny the motion; or
4. Continue consideration of the motion to a 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)(f) and Greeley Municipal Code Section 2.151(a)(6):
To discuss personnel reporting to the City Council.

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

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

November 30, 2025 – December 27, 2025

Tuesday, December 2, 2025

- Star Rise Grand Opening Event 1 p.m. StarRise at North Weld Village (101 9th Ave Greeley, Co 80631)
- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday, December 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)

Friday, December 5, 2025

- Greeley Fire Department Assistant Chief/Fire Marshal Swearing-In 1 p.m. Fire Station 1 (1155 10th Ave, Greeley, CO 80631)

Tuesday, December 9, 2025

- City Council Work Session Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, December 10, 2025

- Greeley Police Department Swearing In Ceremony for Officers 2 p.m. Greeley Police Department Kent Donahue Room (2875 W 10th St, Greeley, CO 80634)

Saturday, December 13, 2025

- Wreaths Across America Proclamation - Sunset Memorial Gardens 9:45 a.m. Sunset Memorial Gardens (3400 W 28th St, Greeley, CO 80634)

- Wreaths Across America Proclamation - Linn Grove 9:45 a.m. Linn Grove Cemetery (1700 Cedar Ave, Greeley, CO 80631)
-

Tuesday, December 16, 2025

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, December 17, 2025

- Water & Sewer Board Meeting 2 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday, December 18, 2025

- 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)
-

Monday, December 22, 2025

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

Tuesday, December 23, 2025

- **City Council Work Session Cancelled**

2025 Council Meeting/Work Session Agenda Items Schedule

11/24/2025 This schedule is subject to change			
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
December 9, 2025 City Council Work Session	3 rd Quarter Financial Report	Robert Miller	WS
	Urban Renewal 101	GURA/Don Threewitt	WS
	Civic Campus Update (Hold)	Kelli Johnson	WS
December 16, 2025 Council Meeting	Minutes	Heidi Leatherwood	Consent
	Resolution - Land Exchange Agreement (Hold)	Kelli Johnson	Consent
	Resolution - IGA with Water Supply and Storage Company and other Municipal Entity Stockholders	Cole Gustafson/Sean Chambers	Consent
	Resolution - IGA governing Cost Allocation for Water Supply and Storage Company System Modifications	Cole Gustafson/Sean Chambers	Consent
	Resolution - Appoint Assistant Municipal Judge and Assistant Liquor Licensing Hearing Officer Manzer	Mark Gonzales	Consent
	Resolution - Appoint Assistant Municipal Judge and Assistant Liquor Licensing Hearing Officer Coleman	Mark Gonzales	Consent
	Intro & 1st Rdg Ord - Private Activity Bond Affordable Housing Program	Deb Callies	Consent
	PH & 2nd Rdg Ord - Development Code Text Amendment for Affordable Housing	Caleb Jackson/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Reauthorize Boards & Commissions	Jennifer Middleton	Regular
	PH & 2nd Rdg Ord - Non-owner nomination of City Hall	Betsy Kellums/Don Threewitt	Regular
	B&C Appointments	Jennifer Middleton	Regular
December 23, 2025 City Council Work Session	Cancelled- No Meeting- Christmas/Holiday		
January 6, 2026 City Council Meeting	Motion - Posting Sites for Council Meeting and Work Session Meetings	Heidi Leatherwood	Consent
	Motion - Posting Site for B&C	Heidi Leatherwood	Consent
	Resolution - Approving Venue Use Agreement with the Colorado Eagles	Blair Snow	Consent
	Resolution - 3 Mile Plan (annual item)	Don Threewitt	Consent
	Intro & 1st Rdg Ord - Amending Greeley Municipal Code for the Floodplain Overlay District	Brian Hathaway	Consent
	West Greeley Project Update (Informational)	Blair Snow	Regular
	PH & 2nd Rdg Ord - Private Activity Bond Affordable Housing Program	Deb Callies	Regular
January 13, 2026 City Council Work Session Meeting	Housing Affordability Financing and Incentives	Deb Callies	WS
	Homeless Solutions Update	Mandy Shreve	WS
	Weld County Hazard Mitigation Plan	Dom Tatti/Peter Perez	WS
	Public Art/Performing Artist Follow up	Diana Frick	WS
January 20, 2026 City Council Meeting	Resolution - Weld County Hazard Mitigation Plan	Dom Tatti/Peter Perez	Consent
	Intro & 1st Rdg Ord - Setting forth procedure for City Appointments to 501 (c)(3) Board (Hold)	Blair Snow	Consent
	PH & 2nd Rdg Ord - Amending Greeley Municipal Code for the Floodplain Overlay District	Brian Hathaway	Regular
January 27, 2026 City Council Work Session Meeting	West Subarea Plan Update	Brian McBroom	WS
	Wildfire Resiliency Adoption	Brian Kuznik	WS
	Combining Boards for the Culture Division under CPRD	Diana Frick	WS
	Habitat Fee Waivers - Hope Springs	Deb Callies	WS
February 3, 2026 City Council Meeting	Council Appointments to 501 (c)(3) board (tentative)	Blair Snow	Consent
	PH & 2nd Rdg Ord - Setting forth procedure for City Appointments to 501 (c)(3) Board (Hold)	Blair Snow	Regular
February 10, 2026 City Council Work Session Meeting	Spin Pilot & Micromobility Update	Victoria Leonhardt/Bhooshan Karnik	WS
	Contractor Licensing	Brian McBroom	WS
	Comprehensive Financial Policies	Allena Portis	WS
	Safe Streets for All Planning and Demonstration Grant Project	Steve Younkin/Bhooshan Karnik	WS



Council Agenda Summary

Title

Adjournment