

Greeley City Council Agenda

Regular Meeting

Tuesday, January 6, 2026 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/82038598576>

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/>

Citizen Input

Residents may share comments or speak to an agenda item not assigned to a public hearing.

Time limit: 3 min. Comments are best as statements. Council will listen but may choose not to respond to questions during this time.

- **In Person:** Sign up in Council Chambers (1001 11th St.) with name and address.
- **Virtual via Zoom:** After in-person speakers has concluded. Name and address required.
- **Written:** Submit by **12 p.m. meeting day** via email (cityclerks@greeleygov.com), mail, or drop-off at City Clerk's Office (1100 10th St.). Comments will be shared with Council and retained for the record.

Public Hearings

Comments must apply to the specific agenda item. **Time Limit: 3 min.** Same sign up required and participation options as noted above.

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
Ryan Roth - At-Large
Melissa McDonald - At-Large



City Council Regular Meeting Agenda

Tuesday, January 6, 2026 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/82038598576>**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Recognitions and Proclamations
6. Citizen Input
7. Reports from Mayor and Councilmembers
8. Initiatives from Mayor and Councilmembers

Consent Agenda

The Consent Agenda is a meeting management tool to allow the City Council to handle several routine items with one action.

Councilmembers may request an item be pulled off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

9. Motion to approve the City Council Work Session Proceedings of December 9, 2025 and City Council Meeting Proceedings of December 16, 2025
10. Motion to cancel the February 24, 2026 Work Session due to the Special Election on February 24, 2026
11. Amended 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

12. Resolution to designate the City of Greeley website as the official posting site for meeting notices of the City Council, Boards, and Commissions and designating the Public Lobby of City hall as the public location for Physical Notices
13. Resolution delegating to the City Clerk of the City of Greeley, Colorado the authority and responsibility of appointing Election Judges
14. Resolution authorizing the City to enter into a contract for Professional Services between the City of Greeley and Bolton & Meek, Inc. for design services for a Wing Way at the Greeley-Weld County Airport
15. Resolution authorizing a professional services contract with Design Workshop for the Island Grove Master Plan
16. Resolution authorizing a Professional Services Agreement with S&P Global Ratings for Rating Evaluation Services
17. Resolution adopting the 2026 Three-Mile Plan for the City of Greeley, Colorado
18. Resolution to adopt findings of City Council Denying the Historical Designation of 1000 10th Street
19. Resolution for the Private Activity Bond Affordable Housing Program
20. Introduction and first reading of an ordinance repealing a portion of Title 24, Chapter 10 of the Greeley Municipal Code relating to the FloodPlain Overlay District and amending Title 12 of the Greeley Municipal Code by adding a new Chapter 12 relating to floodplain management
21. Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2026

End of Consent Agenda

22. Pulled Consent Agenda Items
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:

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

Attachments:

Item 5 – Presentation



City Council Meeting
January 6, 2026

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 vast cityscape with numerous buildings, streets, and green spaces, with a range of mountains visible in the distance 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

Stacey Aurzada Named 2025 Outstanding City Attorney of the Year by Metro City Attorney's Association

- Received Outstanding Assistant City Attorney of the year in 2008.



Burris Optics' XTR PS Named Optic of the Year by Guns & Ammo Magazine.

- Burris Optics named Most Innovative Company in 2024.



Macy Kovarik Named to Association of Chamber of Commerce Executives 2025 40 Under 40 List

- Macy is the Director of Communications for the Greeley Area Chamber of Commerce.



Aims Aircraft Maintenance Program Earns FAA Certification

- FAA – Federal Aviation Administration
- Certified as a Part 147 aviation maintenance school.
- Students will earn national Airframe and Powerplant license.







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. Remains on track. The snow removal education campaign was launched via the City Scoop on December 4, 2025. Council was updated through the Weekly Council Update on December 5, 2025. A follow-up presentation is scheduled to be brought back to Council on March 10, 2026.	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

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

January 6, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to approve the City Council Work Session Proceedings of December 9, 2025 and City Council Meeting Proceedings of December 16, 2025

Summary:

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

Council's Recommended Action:

Approve the motion.

Attachments:

1. 12.09.2025 Work Session Draft Minutes
2. 12.16.2025 Regular Meeting Draft Minutes

City of Greeley, Colorado
City Council Work Session Proceedings
Tuesday, December 9, 2025

1. Call to Order

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

2. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

3. Roll Call

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

Councilmember Tommy Butler
Councilmember Deb DeBoutez
Mayor Pro Tem Melissa McDonald
Councilmember Brian Rudy
Councilmember Ryan Roth
Mayor Dale Hall

Councilmember Johnny Olson was excused and absent.

4. Reports from Mayor and Councilmembers

Mayor Pro Tem McDonald announced the Community Christmas Party at the Rodarte Center on Saturday, December 13 from 1- 3p.m. and the Annual Holiday Employee Luncheon, Thursday, December 11 from 11a.m. to 1:30 p.m.

Mayor Hall attended the United Way of Weld County event where former Mayor Tom Norton and Kay Norton were honored as “Humanitarians of the Year.”

Councilmember Roth attended the District 6 School Board meeting finalizing the turkey drive contest. He noted that between the city and District 6, they raised approximately 135 turkeys for the community.

5. Update on Civic Campus Project including Plan of Finance

Assistant City Manager Kelli Johnson introduced the item at 6:04 p.m. Deputy City Manager and Chief Financial Officer Allena Portis and Walker Thrash with Vertikal were also available for questions.

Ms. Johnson described the project as a "once in a generational opportunity" to shape downtown Greeley.

She outlined that the project would:

- Bring together key employers (city, county, and school district)
- Establish a centralized campus for residents to access services
- Serve as an economic catalyst through public and private investment
- Create a welcoming, walkable downtown area
- Align with Greeley's long-term vision

Ms. Johnson reviewed the project timeline, noting that in October 2024, the city executed an MOU with Richmark Vertikal, followed by master plan concepts in March and initial funding options in May. In August 2025, Council approved the predevelopment agreement and a \$10.7 million predevelopment budget.

The presentation included conceptual renderings of the Civic Campus and a walkable design that would connect to Lincoln Park.

CFO Allena Portis presented the financing options considered for the project:

1. Certificates of Participation (COPs)
2. Bank loan with COP refinancing
3. Rent-to-own model
4. Special district structure

Ms. Portis explained that after thorough evaluation, staff recommended proceeding with COPs with capitalized interest, a structure that would allow for no payments in years 1-2 during construction and interest-only payments in years 3-5, resulting in an estimated total cost of \$130 million. The repayment plan would utilize general fund and food tax revenues and may incorporate a new city administrative facilities impact fee to be presented to council in spring 2026.

Council discussed the impact on food tax funding. Councilmember DeBoutez noted that starting in 2029, approximately \$7 million of the food tax (roughly half) would be directed to this project and the MERGE project.

Mayor Pro Tem McDonald asked for more details on the recommendation to use COPs with capitalized interest instead of level debt service. Ms. Portis explained that this structure allows for no payments in the first two years and interest-only payments in the next three, aligning payments with expected revenue growth.

Councilmember Butler asked when COPs would be issued. Staff confirmed it would likely be in fall 2026.

Ms. Johnson presented the economic impact data showing the project would represent \$423 million in total new investment, create approximately 3,480 construction jobs over five years, and generate \$12.8 million in retail demand during construction. At full operation, the campus would support 1,500 jobs and generate \$12.3 million in annual retail demand.

The Council reached consensus to proceed with the recommended COP financing structure.

Mayor Hall thanked them for the information.

6. Greeley Urban Renewal Authority Overview and Informational Update

This agenda item was postponed to a later meeting.

7. 2025 Third Quarter Financial Review

Division Treasurer Robert Miller introduced the item at 6:49 p.m.

Mr. Miller highlighted several economic conditions affecting the City:

- Slower economic growth in 2025
- Inflation continuing at 3.1%
- Stable unemployment for Weld County
- Potential interest rate declines

Mr. Miller reported that the city's cash and investment balances remained high, generating additional interest earnings that were projected to exceed budget by over \$6 million. He noted that sales and use tax growth had slowed to approximately 1% compared to the budgeted 5%, with online sales tax showing the strongest growth while other categories, including dining out, were not meeting previous year levels.

Mr. Miller explained that new construction revenues had recently improved with permits for an additional 298 units (mostly multifamily), reducing the projected budget shortfall to \$4.2 million. Oil and gas revenues, while volatile, were projected to slightly exceed the 2025 budget despite a decline in severance taxes.

Overall, Mr. Miller reported that the city was projecting a \$2.1 million increase from the 2025 budget, with operational savings, additional oil and gas revenues, and interest earnings offsetting declines in other areas. The general fund was expected to end the year with a fund balance approximately \$2 million greater than what was adopted in the 2025 budget and projected in the 2026 budget.

Councilmember DeBoutez inquired about the impact of slowing sales tax growth on the financial outlook. Mr. Miller responded that while sales tax growth had slowed, operational savings and other revenue sources would offset major declines, maintaining financial stability.

Councilmember Roth asked about the sustainability of interest earnings given potential rate changes. Mr. Miller stated that while interest rates may decline, the strategy of maintaining higher cash and investment balances was designed to maximize earnings effectively despite market fluctuations.

Mayor Hall thanked staff for the information.

8. Scheduling of Meetings, Other Events

None.

9. Adjournment

With no further business to come before the Council, Mayor Hall adjourned the meeting at 6:59 p.m.

Approved:

X

Dale Hall
Mayor

Attested:

X

Heidi Leatherwood
City Clerk

City of Greeley, Colorado
City Council Meeting Proceedings
Tuesday, December 16, 2025

1. Call to Order

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

2. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

3. Roll Call

City Clerk Heidi Leatherwood called the roll.

The following were present:

Councilmember Tommy Butler
Councilmember Deb DeBoutez
Mayor Pro Tem Melissa McDonald
Councilmember Johnny Olson
Councilmember Brian Rudy
Councilmember Ryan Roth
Mayor Dale Hall

4. Approval of the Agenda

No Changes.

5. Recognitions and Proclamation

What's Great About Greeley Report

Councilmember Butler presented the "*What's Great About Greeley*" report at 6:03 p.m.

6. Citizen Input

1. Steve Teets spoke in opposition to the camping ban.
2. Antonio Pacitto spoke about homelessness and the camping ban.
3. Jeremy Bland spoke against adding additional items to the special election ballot.

7. Reports from Mayor and Councilmembers

Mayor Pro Tem McDonald attended the Wreaths Across America ceremony at Sunset Memorial Gardens. She also attended the Community Christmas Party at the Rodarte Center and announced the 17th Annual Downtown Greeley Menorah Lighting scheduled for December 17 at 5:30 p.m.

Councilmember Rudy announced the upcoming University of Northern Colorado wrestling dual on Friday December 19, which would include a silent auction to benefit the Northern Colorado Wrestling Club.

Councilmember DeBoutez congratulated City Attorney Stacey Aurzada on being named “Outstanding City Attorney of the Year” by the Metro City Attorneys Association.

Mayor Hall presented a proclamation at the Wreaths Across America ceremony at Linn Grove. He also announced that Jerrod Carlson and Jamie Henneck were chosen to serve as public members on the City Manager Selection Committee.

8. Initiatives from Mayor and Councilmembers

None.

Consent Agenda

9. Motion to approve the City Council Meeting Proceedings of November 18, 2025, and December 2, 2025

10. Resolution authorizing the City to enter into a professional services contract between the City of Greeley and DHM Design for planning and design for the Ferguson Property Community Park Project (Project #13042)

11. Resolution of the City Council authorizing the City to enter into an intergovernmental agreement governing Cost Allocation for Water Supply and Storage Company System Modifications

12. Resolution of the City Council authorizing the City to enter into an intergovernmental agreement with Water Supply and Storage Company and other Municipal Entity Stockholders

13. Resolution appointing Jerry Manzer as an Assistant Municipal Judge and Assistant Liquor Licensing Hearing Officer for the City of Greeley, Colorado

14. Resolution appointing Keith Coleman as Assistant Municipal Judge and Assistant Liquor Licensing Hearing Officer for the City of Greeley, Colorado

15. Resolution appointing J. William Sierra as an Assistant Municipal Judge and Assistant Liquor Licensing Hearing Officer for the City of Greeley, Colorado

End of Consent Agenda

Councilmember Olson moved to approve Consent Agenda Items 9-15.
Councilmember Butler seconded the motion. The motion passed 7-0 at 6:19 p.m.

16. Pulled Consent Agenda Items

None.

17. Public Hearing for a non-owner nomination of City Hall, 1000 10th Street, for designation for historic preservation

Community Development Interim Director Don Threewitt introduced the item at 6:19 p.m.

Mr. Threewitt presented the staff findings regarding the nomination of City Hall for historic designation. This was a non-owner nomination, which required stricter standards for approval. The property must demonstrate "compelling historic importance to the entire community" to qualify.

Lindy Thompson from Historic Greeley Inc. (the applicant), presented arguments supporting the historic designation. She highlighted the building's architectural significance as an iconic example of mid-century modern design, historical connection to prominent businessman Norman Dean, and geographical significance to downtown Greeley. Ms. Thompson presented photos of other historic Greeley buildings that had been destroyed. She added that such a pattern of tearing down buildings should not continue.

Deputy City Manager Kelli Johnson represented the City as the property owner. She noted that the building didn't meet the criteria for historic significance, as the round shape was a common design trend for banks in that era. She also reported that the building had undergone substantial alterations since it was built reducing its architectural value. Ms. Johnson emphasized that historic designation would hinder the Civic Campus project, which involved partnerships with Weld County, School District 6, and private developers.

Interim Public Works Director Will Jones provided additional information about the building's condition, noting significant issues with the HVAC system, water intrusion, and potential hazardous materials like asbestos. He explained that renovation costs would be much higher than the 2016 Facility Report had suggested.

Mayor Hall opened the public hearing at 6:52 p.m.

1. Jason Maxey spoke in opposition to the designation.
2. Kevin Ross spoke in opposition to the designation.
3. Kent Henson spoke in opposition to the designation.
4. Jamie Henning spoke in opposition to the designation.
5. Steve Teets spoke in opposition to the designation.
6. Dan Podell spoke in support of the designation.
7. Marshall Clough spoke in support of the designation.
8. Therese Gilbert spoke in support of the designation.
9. Mary Metzger spoke in support of the designation.

10. Jude Nordstrom spoke in support of the designation.
11. Chad Sanger spoke in opposition to the designation.
12. Ron Thompson spoke in support of the designation.
13. Jeff Johnson spoke in support of the designation.
14. Julie Jensen spoke in opposition to the designation.
15. Drew Notestine spoke in opposition to the designation.
16. Annette Jaehn spoke in support of the designation.
17. Bianca Fisher spoke in opposition to the designation.
18. Patrick O'Neil spoke in opposition to the designation.
19. James Emmette spoke in opposition to the designation.
20. Jeff Darnell spoke in opposition to the designation.

With no further speakers, the public hearing closed at 7:51 p.m.

Councilmember Butler noted the architectural beauty of the building and was optimistic of finding ways to keep it intact alongside the Civic Campus project.

Councilmember DeBoutez noted the building's historical importance and added that its preservation could have been prioritized from the beginning of the planning process.

Mayor Pro Tem McDonald noted the development plans for the site, including potential growth and synergy of community spaces.

Councilmember Olson questioned the historical importance and concern for financial feasibility if not redeveloped.

Councilmember Rudy highlighted a lack of historical significance of the building and a unique relationship to its surroundings.

Councilmember Roth referred to the plan's benefits for downtown's future and questioned the building's impact on quality of life and economic development.

Mayor Hall noted the lack of historical importance and cautioned enforcing non-owner designations.

Mayor Pro Tem McDonald moved to deny the historic designation. Councilmember Olson seconded the motion. The motion passed 5-2 at 8:04 p.m. with Councilmembers Butler and DeBoutez voting "nay".

18. Public hearing and second reading of an ordinance designating 1000 10th Street on the Greeley Historic Register

Councilmember Rudy moved to table this item. Councilmember Olson seconded the motion. The motion passed 7-0 at 8:05 p.m.

19. Public hearing and second 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

Interim Planning Manager Caleb Jackson introduced the item at 8:06 p.m. Housing Director Deb Callies was also available for questions.

Mr. Jackson presented the fast-track review process for affordable housing projects. The amendment defines "affordable" as housing where households spend no more than 30% of their income (up to 60% of area median income for rentals and up to 100% for ownership).

The fast-track process would apply to projects where 50% or more of the units are designated affordable, with approval decisions to be reached within 90 calendar days.

Mr. Jackson noted that both the Planning Commission (4-0) and Housing Board Advisory Board (7-0) had recommended approval of this code update.

Mayor Hall opened the public hearing at 8:09 p.m.

1. Steve Teets questioned what constitutes "affordable housing" given current economic conditions.

With no further speakers the public hearing closed at 8:11 p.m.

Councilmember Butler asked if this was planned before the state mandate was made, and Mr. Jackson confirmed that was correct.

Councilmember Olson moved to approve the motion. Councilmember DeBoutez seconded the motion. The motion passed 7-0 at 8:12 p.m.

20. Public hearing and second 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

Deputy City Clerk Jennifer Middleton introduced the item at 8:13 p.m.

Ms. Middleton presented the reauthorization of nine boards and commissions for a period of three years as required by the Greeley Municipal Code. The City Clerk's office had conducted a review process, collecting data on each board's activities over the past three years.

Mayor Hall opened the public hearing at 8:15 p.m.

1. Steve Teets recommended that members of the Citizen Transportation Advisory Board needed physical experience using public transportation, biking, or walking to better understand the community's needs.

With no further speakers, the hearing closed at 8:17 p.m.

Councilmember Butler moved to adopt the ordinance and publish with reference to title only. Mayor Pro Tem McDonald seconded the motion. The motion passed 7-0 at 8:18 p.m.

21. Appointments to Boards and Commissions - Citizen Budget Advisory Board, Greeley Urban Renewal Authority, Human Relations Commission

City Clerk Heidi Leatherwood announced the following appointments:

- Citizen Budget Advisory Committee: Barry Eastman, John Scholl, Nicole Rainer were appointed, each for 3-year terms.
- Greeley Urban Renewal Authority: Nicole Eitman was appointed for a 5-year term.
- Human Relations Commission: Ricardo Perez and Tiffany Simmons were appointed, each for 3-year terms.

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

Councilmember Olson moved to approve the motion. Councilmember Butler seconded the motion. The motion passed 7-0 at 8:19 p.m.

23. Scheduling of Meetings, Other Events

None.

24. Adjournment

With no further business to come before Council, Mayor Hall adjourned the meeting at 8:19 p.m.

Approved:

Mayor

Attested:

City Clerk



Council Agenda Summary

January 6, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to cancel the February 24, 2026 Work Session due to the Special Election on February 24, 2026

Summary:

An initiated referendum petition to repeal Ordinance 30, 2025—which established zoning for property in West Greeley—was circulated, filed, deemed sufficient, and forwarded to City Council for action. Council could either adopt the repeal or refer the matter to voters through a special election. On December 2, 2025, Council approved a resolution calling a special election for February 24, 2026, where the ballot will include the question to repeal Ordinance 30.

Historically, Council has canceled meetings scheduled on election nights to allow staff, presenters, residents, and others to fully participate in the election process and monitor unofficial results.

Staff is requesting approval to cancel the Council Work Session previously scheduled for February 24 due to the special election.

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

Council's Recommended Action:

Approve the motion.

Attachments:

None



Council Agenda Summary

January 6, 2026

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

Title:

Amended 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 can either repeal a referred ordinance in its entirety or set a special election to ask the registered electors of the City of Greeley whether the referred ordinance should be repealed. On December 2, 2025, the City Council decided to submit referred Ordinance 30, 2025 to the voters at a special election scheduled for February 24, 2026. The ballot title set by the City Council contained a typographical error. Therefore, staff requests that Council approve this amended resolution which contains the correct ballot title.

At the 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.

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

Does it require a new appropriation? Yes

If yes, what source and fund will be used? General Fund Reserves

Are there any long-term financial impacts? No

Legal Issues:

If approved, this Resolution will replace Resolution 76, 2025

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. 1, 2026

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 1, 2026**

**AMENDED 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, 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, on December 2, 2025 the City Council considered a resolution in which it adopted the ballot title proposed by the City Clerk, finding that it fairly and accurately represents the intent of the referendum;

WHEREAS, there was a typographical error in the resolution and the ballot title set by City Council was not identical to the title proposed by the City Clerk; and

WHEREAS, City Council desires to correct this error and therefore adopts this amended resolution setting the ballot title for the February 24, 2026 special election; and

WHEREAS, City Council intends for this resolution to amend and replace Resolution No. 76 adopted on December 2, 2025.

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, 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 January, 2026.

ATTEST:

CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

January 6, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Resolution to designate the City of Greeley website as the official posting site for meeting notices of the City Council, Boards, and Commissions and designating the Public Lobby of City hall as the public location for Physical Notices

Summary:

The Colorado Open Meetings Act (C.R.S. §24-6-402) requires that each year the governing body designate public location(s) for posting meeting notices. Municipalities have increasingly transitioned to posting notices on official public meeting websites, with physical backup locations available when necessary.

The City of Greeley's official meeting portal is located at <https://greeleyco.portal.civicclerk.com/> and is prominently linked throughout the City's public website at <https://greeleyco.gov/>. This website has been designated as the official posting location for City Council and Boards and Commission notices and complies with the requirements of the Open Meetings Act.

In addition, C.R.S. §24-6-402(2)(c)(II) requires the designation of a physical location for posting notices in the event of exigent or emergency circumstances that prevent online access. The designated physical location is the Greeley City Hall lobby, where a monitor displays the City's official meeting portal and hard copies of agendas are available at the counter.

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. 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. 2, 2026

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 2, 2026**

**A RESOLUTION TO DESIGNATE THE CITY OF GREELEY WEBSITE AS THE
OFFICIAL POSTING SITE FOR MEETING NOTICES OF THE CITY COUNCIL,
BOARDS, AND COMMISSIONS AND DESIGNATING THE PUBLIC LOBBY OF CITY
HALL AS THE PUBLIC LOCATION FOR PHYSICAL NOTICES**

WHEREAS, the Colorado Open Meetings Act includes a requirement that each year the governing body is required to designate public places(s) for posting meeting notices; and

WHEREAS, effective July 2019, changes to this law intended that local governments transition away from relying on posting physical notices of public meetings in physical locations and move toward posting notices on their public websites; and

WHEREAS, the City of Greeley's (City) meeting portal, found at <https://greeleyco.portal.civicclerk.com/> and posted prominently throughout the City's public website, <https://greeleyco.gov/>, has since been designated as the official posting location for meeting notices of the City Council and meets the requirements of the Open Meetings Act; and

WHEREAS, C.R.S. § 24-6-402(2)(c)(II) requires designation of a public location for physical notices in the event of exigent or emergency circumstances that may prevent the public from accessing a notice online; and

WHEREAS, hard copies of the meeting notices of the City Council, Boards, and Commissions, including agendas of the meetings and work sessions, will be located in the lobby of City Hall as the public location for physical notices, thus meeting the requirements of C.R.S. §24-6-402 (2)(c)(II); and

WHEREAS, meeting notices for Boards and Commissions are specifically addressed in Greeley's Municipal Code Sec. 2-533(d), which states "With openness and accessibility being addressed in state law as well as council's goals, each board shall notify the public of meetings to be held by posting meeting notices prominently throughout the city's public website as well as in the public lobby of city hall."

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

Section 1. The Greeley City Council designates the City of Greeley website as the official posting site for meeting notices of the City Council, Boards, and Commissions.

Section 2. The Greeley City Council designates the public lobby of City Hall as the public location for physical notices.

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

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____,
2026.**

ATTEST

THE CITY OF GREELEY, COLORADO

**By: _____
City Clerk**

**By: _____
Mayor**



Council Agenda Summary

January 6, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Resolution delegating to the City Clerk of the City of Greeley, Colorado the authority and responsibility of appointing Election Judges

Summary:

On December 2, 2025, the City Council scheduled a special mail-ballot election for February 24, 2026. The purpose of this election is to submit to registered electors a ballot question regarding the repeal of Ordinance No. 30, 2025.

Under the Municipal Election Code, as adopted in the Greeley Municipal Code, the City Council may either appoint election judges directly or approve a resolution delegating that authority and responsibility to the City Clerk. Given the limited time to prepare for the election and the challenge of securing the required number of election judges, staff recommends that the City Council delegate this authority and responsibility to the City Clerk.

Fiscal Impact:

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

Negative Impact.

Is it budgeted?

No. There is an item on the January 6 agenda requesting an appropriation for the Special Election in the amount of \$350,000. The cost to hire judges would be covered in that amount.

Does it require a new appropriation?

Yes. See appropriation item for the Special Election.

If yes, what source and fund will be used?

General Fund.

Is there grant funding for this item?

No.

Does this action have potential long-term fiscal implications?

No.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

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

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 3, 2026

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 3, 2026**

**A RESOLUTION DELEGATING TO THE CITY CLERK OF THE CITY OF
GREELEY, COLORADO THE AUTHORITY AND RESPONSIBILITY OF
APPOINTING ELECTION JUDGES**

WHEREAS, on December 2, 2025 the City Council scheduled a special election to be held by mail ballot for February 24, 2026 for the purpose of submitting to registered electors of the City of Greeley a ballot question on a referred measure to ask the City of Greeley voters whether Ordinance 30, 2025 should be repealed; and

WHEREAS, neither the Greeley Home rule Charter nor the Greeley Municipal Code provide a mechanism for the appointment of election judges; and

WHEREAS, the City has adopted the Municipal Election Code in Section 2-23 of the Greeley Municipal Code; and

WHEREAS, the Municipal Election Code provides that the City Council can either appoint election judges or can, by resolution, delegate to the City Clerk the authority and responsibility to appoint election judges; and

WHEREAS, the City has a limited amount of time to prepare for the election and to find the required number of people to serve as election judges, which will make it difficult to have election judges appointed by City Council; and

WHEREAS, the City Council finds it is in the best interests of the citizens of the City of Greeley to delegate to the City Clerk the authority and responsibility for appointing election judges for the February 24, 2026 special election.

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

Section 1. The City Clerk is hereby authorized to appoint the judges of election for the February 24, 2026, special mail ballot election.

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

PASSED AND ADOPTED this ____ day of January, 2026.

ATTEST:

CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

January 6, 2026

Key Staff Contact: William Jones, Interim Public Works Director, Wendy Bethel, Utility Finance Manager

Title:

Resolution authorizing the City to enter into a contract for Professional Services between the City of Greeley and Bolton & Meek, Inc. for design services for a Wing Way at the Greeley-Weld County Airport

Summary:

Additional work that was not included in the original scope of work, was needed to complete the final bid documents for the following items:

1. Curb and Gutter, Sidewalk, and ADA ramps
2. Relocation of Airport Perimeter Fence due to increased roadway width with sidewalk
3. Lighting and Pole Foundations
4. Landscaping, Trees, Irrigation
5. Storm Sewer Pipe, Inlets, Structures
6. Relocation of waterline and sanitary sewer alignments to avoid storm sewer conflict
7. Addition of fire hydrants and valves along the extent of Wing Way

Fiscal Impact:

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

Is it budgeted? Yes

If yes, what source and fund will be used?

Fund 304 - Public Improvement

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:

Business Growth
Infrastructure and Mobility
Quality of Life

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 4, 2026 with Exhibit A
2. Greeley Wing Way Combined Additional Design Addendum No. 1

CITY OF GREELEY, COLORADO
RESOLUTION NO. 4, 2026

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR
PROFESSIONAL SERVICES BETWEEN THE CITY OF GREELEY AND BOLTON &
MENK, INC. FOR DESIGN SERVICES FOR A WING WAY AT THE GREELEY-
WELD COUNTY AIRPORT**

WHEREAS, the City executed an intergovernmental agreement on October 23, 2024, between the Greeley-Weld County Airport Authority and Weld County to construct certain improvements at the airport in support of economic development opportunities (“IGA”); and

WHEREAS, in accordance with the IGA, the City is responsible for constructing an access road to Weld County Road 47 to improve the access to the Greeley-Weld County Airport (the “Project”); and

WHEREAS, the City seeks to procure the services of a qualified consultant to complete the design of the Project in accordance with City design standards including the Americans with Disabilities Act and associated water, sanitary and stormwater utilities to support the Project (“Services”); and

WHEREAS, the most qualified consultant for the Project was determined to be Bolton & Menk, Inc (“Bolton & Menk”) who submitted a proposal for the Services in the amount of \$108,000; and

WHEREAS, the City has an existing contract with Bolton & Menk for airport design services; and

WHEREAS, the Services may be contracted through execution of a Change Order to the existing contract with Bolton & Menk; and

WHEREAS, the City has funding available to support execution of the Change Order for the Services; and

WHEREAS, execution of a Change Order in the amount of \$108,000 will increase the existing contract with Bolton & Menk to \$266,800; and

WHEREAS, in accordance with Section 2-184 of the City of Greeley Municipal Code, the City Council must approve a contract for professional or consulting services (including change orders and amendments to existing contracts) 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 Change Order for the Services with Bolton & Menk.

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 Change Order with Bolton & Menk in the amount of \$108,000, 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 Change Order 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 _____, 2026.

Attest:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



CHANGE ORDER FORM

Exhibit A

Project Information			
Change Order #:	#1	Date:	December 24, 2025
Project Name:	Wing Way Greeley-Weld Airport Design and Engineering		
Solicitation Number:	Task Order #10	Dept/Division:	Public Works & Transportation /Engineering Services
COA:	334-4101-45044 & 304-4101-45044	PO #:	P20250179
Project Number:	13105 & 13209		
Expenditure Organization:	Public Works		
Expenditure Type:	Professional Services		
Task Number:	1.0		
Project Manager:	Steven Younkin	Title:	Deputy Chief Engineer
Contractor/Consultant Information			
Contractor/Consultant:	Bolton & Menk/Paul Anslow	Email:	paul.anslow@bolton-menk.com
The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.			
See attached _____ sheets with full explanation for the change order.			
Compensation to Contractor/Consultant			
The original contract sum was:		\$158,800.00	
The net change by previous change order was:		\$0.00	
The contract sum prior to this change order was:		\$158,800.00	
The contract sum will be: (See List) Increased		\$114,200.00	
The new contract sum, including this change order is:		\$273,000.00	
The contract time will be: (See List) Unchanged		N/A	
The new date for project completion:		N/A	
This CHANGE ORDER is intended to, and the OWNER agrees that it shall, fairly and adequately compensate the CONTRACTOR/CONSULTANT for the extra direct costs (time and materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies and accelerations in the WORK associated with this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for such expenses and damages.			
This CHANGE ORDER is intended to, and the CONTRACTOR/CONSULTANT agrees that it does, provide the CONTRACTOR/CONSULTANT a reasonable and adequate period of time in which to complete the WORK in accordance with the CONTRACT for establishment of policies, as amended by this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for additional time to perform the WORK associated with this CHANGE ORDER.			
The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.			
IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.			
Approved as to Substance		Reviewed as to Legal Form	
Certification of Contract Funds Availability		Departmental Certification	
Director of Finance		Department Director	
Purchasing Official		Project Manager	
Certification of Content by Contractor/Consultant			
Representative of Contractor/Consultant		Title	
Additional Review:			

Budget			

Feb 2025

ADDENDUM NO. 1

FINAL DESIGN ENGINEERING OF WING WAY PHASE 1

GREELEY- WELD COUNTY AIRPORT, COLORADO

This Addendum shall become a part of the original Agreement as described in the Professional Services Agreement, dated September 4, 2024. This addendum is in regard to assisting the City of Greeley, CO with additional design work for Wing Way.

WHEREAS, Bolton & Menk, Inc. has an existing Agreement with the City of Greeley dated September 4, 2024

WHEREAS, Bolton & Menk has completed an original scope of work for Wing Way as a rural section roadway design with side ditches.

WHEREAS, the City of Greeley requested that Wing Way be designed as an urban street including curb and gutter, sidewalk, storm sewer collection and piping system, landscaping and street lighting for final design of Wing Way.

WHEREAS, the City of Greeley updated the urban street design standards which will be incorporated into the final design for Wing Way.

WHEREAS, Bolton & Menk has the ability and capacity to complete the additional design requests.

THEREFORE, BE IT MUTUALLY AGREED, that Bolton and Menk is authorized to complete the additional work described above.

I.A. SCOPE OF WORK – URBAN STREET DESIGN

Bolton and Menk will perform additional design for the curb and gutter, sidewalk, storm sewer collection and piping system, landscaping and street lighting all to the new urban street design standards for the City of Greeley.

This addendum to the original scope of services is structured to describe the additional scope of services requested during execution of the project. The addendum provides the original contract scope and then the additional scope within each task. The additional scope is provided in a *shaded, bold and italicized font*.

TASK 1 DESIGN & BID ADMINISTRATION:

1.1 Project Scoping

Consultant shall confer with the City on, and ascertain, project requirements, finances, schedules, and other pertinent matters affecting the project and shall arrive at a mutual understanding of such matters with the City.

Consultant shall coordinate with the City, GYX, and FAA (as needed) to complete the work elements in in this Work Order.

Several project meetings and coordination with City staff were held. The meeting of February 14, 2025 concluded with the request to add Wing Way to be designed as urban street including curb and gutter, sidewalk, storm sewer collection and piping system, landscaping and street lighting for final design of Wing Way. Also includes meetings with County staff to address the location of the existing Wing Way connection with County Road 47.

Task 1.1 Proposed Cost = \$2,400.00; Actual Cost = \$3,200.00

1.2 Project Meetings

Up to three (3) meetings with the city and FAA are included. It is anticipated that these meetings will include appropriate city and FAA personnel and be conducted virtually. Meetings will be scheduled as necessary for work items included in Task 1.

To date, three (3) additional meetings were required for the final design phase.

Task 1.2 Proposed Cost = \$2,740.00; Actual Cost = \$4,300.00

1.3 Environmental Documentation

The environmental review that is required for the improvement of Wing Way and the associated utilities will be completed by the Airport's consultant. If an environmental review (likely a CATEX) is required by a regulatory authority and not completed in a timely manner by others, then that scope of work will be defined and an amendment to this work order will be created to cover this additional work.

No additional work

Task 1.3 Proposed Cost = \$0.00; Actual Cost = \$0.00

1.4 Geotechnical Investigation

The Geotechnical Investigation will be completed by the Airport's consultant and will provide us with geotechnical data and pavement recommendations for Wing Way. We will utilize that data and incorporate that into our design for the project. See Exhibit I for the soil boring map furnished by the Airport's consultant.

No additional work

Task 1.4 Proposed Cost = \$0.00; Actual Cost = \$0.00

1.5 Topographical Survey

Consultant will complete a topographic design survey, underground utility survey and a boundary survey. Subconsultant Farnsworth Group will complete this survey work in accordance with their Scope of Work shown in Exhibit A attached. This topo survey will use USGS Eastern Colorado 2018 LiDAR data. This data will be field verified with the runway edges, and existing roadways to test the accuracy. That portion of the site that is currently under cultivation will not be field verified. If the LiDAR data is found to be unrelieveable, then a new scope of work to include a full site field topo after the crops are removed will be provided.

No additional work

Task 1.5 Proposed Cost = \$6,200.00; Actual Cost = \$6,200.00

1.6 Construction Safety and Phasing Plan (CSPP)

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

Additional work for the FAA form 7460-1 for each of the nine (9) light pole location, each of the 57 tree locations, extended construction limits for the storm sewer outlet and connection to the proposed pond.

Task 1.6 Proposed Cost = \$3,260.00; Actual Cost = \$4,450.00

1.7 Prepare Preliminary Plans, Specifications, and Cost Estimate

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry out the construction of the proposed project. Consultant will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by FAA specifications. Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, Federal Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

Additional work to complete the preliminary design, specifications and cost estimate for the following items:

- 1. Curb and Gutter, Sidewalk, and ADA ramps**
- 2. Relocation of Airport Perimeter Fence due to increased roadway width with sidewalk**
- 3. Lighting and Pole Foundations**
- 4. Landscaping, Trees, Irrigation**
- 5. Storm Sewer Pipe, Inlets, Structures**
- 6. Relocation of waterline and sanitary sewer alignments to avoid storm sewer conflict**
- 7. Addition of fire hydrants and valves along the extent of Wing Way**

Task 1.7 Proposed Cost = \$74,200.00; Actual Cost = \$101,198.00

1.8 Final Plans, Specifications, and Cost Estimate

Consultant shall submit 90% plans, specifications, and cost estimate to the City for review. One (1) virtual design review meeting will be held to review the bidding documents and discuss City comments.

A final set of plans, specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the City's review.

Additional work to complete the final bid documents for the following items, including separation of the project into a Base Bid with Alternates A, B, and C:

- 1. Curb and Gutter, Sidewalk, and ADA ramps***
- 2. Relocation of Airport Perimeter Fence due to increased roadway width with sidewalk***
- 3. Lighting and Pole Foundations***
- 4. Landscaping, Trees, Irrigation***
- 5. Storm Sewer Pipe, Inlets, Structures***
- 6. Relocation of waterline and sanitary sewer alignments to avoid storm sewer conflict***
- 7. Addition of fire hydrants and valves along the extent of Wing Way***

Review and address two rounds of plan comments from the City and County staff

Task 1.8 Proposed Cost = \$61,700.00; Actual Cost = \$103,823.00

1.9 Prepare Final Bidding Documents

Consultant shall prepare, reproduce, and distribute 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The Consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the City for distribution to local and selected publications of the project. The City shall pay for the associated cost of advertising.

Additional work to complete the final bid documents for the following items, including separation of the project into a Base Bid with Alternates A, B, and C:

- 1. Curb and Gutter, Sidewalk, and ADA ramps***
- 2. Relocation of Airport Perimeter Fence due to increased roadway width with sidewalk***
- 3. Lighting and Pole Foundations***
- 4. Landscaping, Trees, Irrigation***
- 5. Storm Sewer Pipe, Inlets, Structures***
- 6. Relocation of waterline and sanitary sewer alignments to avoid storm sewer conflict***
- 7. Addition of fire hydrants and valves along the extent of Wing Way***

Task 1.9 Proposed Cost = \$4,900.00; Actual Cost = \$6,255.00

1.10 Pre-Bid and Bid Opening

No pre-bid meeting will be scheduled for this project.

Consultant shall attend the virtual bid opening and process the bidding proposals.

Per Wendy Bethel a pre-bid meeting will be scheduled during the bidding phase and Consultant will attend the pre-bid meeting in person.

Task 1.10 Proposed Cost = \$1,100.00; Actual Cost = \$1,100.00

1.11 Bid Assistance, Review, and Award

During the bidding process, Consultant will be available to clarify bidding questions with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required. Addenda will be made available to the plan holders through Quest CDN. Any addenda that are generated as a sole result of the City's error or omission will be considered as extra services and Consultant shall be reimbursed for this effort as an amendment to this contract.

The bidding schedule will be coordinated with the Airport's consultant bidding schedule for Taxiway E1.

Consultant shall advise the City as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. Consultant will then provide recommendations to the City as to the name of the apparent low bidder.

Consultant will prepare a recommendation of award for the City to accept or reject the bids submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the City can pursue to complete the project. Once the Contract Award is made, Consultant will distribute the bid tabulations on request of the City.

Additional work to review and evaluate the bid tabulation and recommendations for the following items:

- 1. Curb and Gutter, Sidewalk, and ADA ramps***
- 2. Relocation of Airport Perimeter Fence due to increased roadway width with sidewalk***
- 3. Lighting and Pole Foundations***
- 4. Landscaping, Trees, Irrigation***
- 5. Storm Sewer Pipe, Inlets, Structures***
- 6. Relocation of waterline and sanitary sewer alignments to avoid storm sewer conflict***
- 7. Addition of fire hydrants and valves along the extent of Wing Way***

Task 1.11 Proposed Cost = \$7,700.00; Actual Cost = \$13,674.00

TASK 2 ADDITIONAL SURVEY NEEDS:

2.1 Scope of Work

Bolton and Menk will perform an additional design topographic survey of approximately 2200 linear feet of the existing Wing Way. Cross sections will be every 50-75 feet and extend approximately 80 feet in width from the fence on the left side to the airport boundary on the right side.

I.B. SCOPE OF WORK – DRAINAGE REVISION DESIGN ENGINEERING

Bolton & Menk has completed the Phase I Design of Wing Way and is assisting the City through the bidding process. Due to detention pond design revisions by the airport's engineering consultant, we must update the drainage design. Based on our analysis, the additional engineering design costs will be offset by construction cost savings.

TASK 3 DESIGN:

3.1 Drainage Analysis

Consultant will revise Wing Way drainage analysis to correspond with the new airport detention ponds design by others. This includes two storm pipe outfalls to drainage swales in lieu of the original continuous system with one outfall into the detention pond at the east end of the airport property. Tasks will include:

- Edit Drainage Model to re-route pipes and drainage ditches.
- Update Drainage Report and Figures.

Task 2.1 Proposed Cost = \$0.00; Actual Cost = \$5,850.00

3.2 Grading and Drainage Plans

Consultant will revise the Wing Way grading and drainage design based on the updated drainage analysis by others. The following plans will be revised and provided to the City as an Addendum during the bidding phase:

- Erosion Control Plans
- Drainage Tabulations
- Drainage Plans
- Drainage Profiles
- Utility Profiles

Task 2.2 Proposed Cost = \$0.00; Actual Cost = \$19,800.00

3.3 Project Quantities and Cost Estimate

Consultant will update project quantities and cost estimate based on the design revisions.

Task 2.3 Proposed Cost = \$0.00; Actual Cost = \$2,350.00

Name: Final Design Addendum No. 2
Date: October 29, 2025
Page: 2

I.C. CONSIDERATION

The cost for the above-described services is as follows:

Task 1	\$ 80,000.00
Task 2	\$ 6,200.00
Task 3	\$ 28,000.00
Addendum No. 1 Total	\$114,200.00 (Hourly, Not to Exceed)

Previous contract amounts are:

Original Contract	<u>\$158,800.00</u>
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TOTAL: \$273,000.00

This work will be completed using the standard hourly rates per the original agreement.

I.C. SCHEDULE

This work has already been coordinated with the City of Greeley Public Works Department and incorporated into the final design for Wing Way.

I.D. AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on their behalf.

City of Greeley, CO.

Bolton & Menk, Inc.

By: _____

By: _____
Ronald A. Roetzel, P.E.
Aviation Services Manager



Council Agenda Summary

January 6, 2026

Key Staff Contact: Diana Frick, Cultural Parks and Recreation Director, Casandra Keller

Title:

Resolution authorizing a professional services contract with Design Workshop for the Island Grove Master Plan

Summary:

Island Grove Regional Park is a 168-acre, multi-venue event campus with more than 140 years of history serving the Greeley community and region. The site hosts major agricultural events, concerts, expos, community celebrations, and private rentals, welcoming more than 700,000 visitors annually. Many of the park's facilities and infrastructure were developed incrementally over decades and now face aging conditions, operational inefficiencies, and limited flexibility to meet current and future event demands.

The most recent comprehensive master plan for Island Grove was completed in 2016. Since that time, the region has experienced significant growth, market expectations for event venues have evolved, and the City has identified new priorities related to operational sustainability, equity, flood resilience, and long-term capital planning. To ensure Island Grove continues to function as a community asset and regional economic driver, the City initiated a new master planning effort to evaluate existing conditions, assess market demand, engage stakeholders and the broader community, and develop a phased, implementable vision for the site's future. In October 2025, the City issued Request for Proposals #F25-08-055 seeking a qualified, multidisciplinary consultant team to prepare the Island Grove Master Plan.

Twelve proposals were received, and three firms were shortlisted for interviews following evaluation of project understanding, technical expertise, public engagement strategy, and cost. Design Workshop, in partnership with K/O Architects, Crossroads Consulting, and Sherwood Design Engineers, received the highest cumulative score from the interview process and submitted the lowest cost proposal among the interviewed firms. City staff have completed the selection process and negotiated a professional services contract with Design Workshop in an amount not to exceed \$383,080. The consultant team will lead a comprehensive planning effort that balances near-term operational improvements with a long-term vision, supported by robust public engagement, market and financial analysis, environmental and infrastructure evaluation, and a phased implementation strategy aligned with the City's fiscal and operational realities.

Anticipated Project Timeline:

- Winter 2026: Kickoff, site assessment, market & use analysis, initial stakeholder and community outreach
- Spring 2026: Development of preliminary concepts, operational optimization strategies, continued public engagement
- Summer 2026: Refinement of preferred plan alternatives, long-term visionary concepts, and

evaluation of phasing and capital priorities

- Fall 2026: Draft master plan preparation, cost modeling, implementation strategy development, and final community engagement
- Winter 2027: Plan adoption process, final documentation, and transition to implementation and future capital planning efforts

Staff recommends adoption of a resolution authorizing the City to enter into a professional services contract with Design Workshop for the Island Grove Master Plan in an amount not to exceed \$383,080 and approve the associated budget appropriation.

Fiscal Impact:

Negative Impact of \$383,080

Is it budgeted?

Yes Project #13006 has \$300,000 budgeted in 318-Quality of Life. \$83,080 will be funding from 333-Island Grove Development Fund

If not, will it require a new appropriation?

Yes of \$83,080

If yes, what source and fund will be used?

333-Island Grove Development Fund

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:

Community Vitality

Quality of Life

Decision Options:

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

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 5, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 5, 2026**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR
PROFESSIONAL SERVICES WITH DESIGN WORKSHOP FOR THE ISLAND
GROVE MASTER PLAN**

WHEREAS, the City of Greeley owns and operates Island Grove Regional Park, a multi-venue event campus serving the community and region; and

WHEREAS, the City has determined that preparation of a comprehensive master plan for Island Grove Regional Park is necessary to guide future planning, capital investment, and operational decision-making; and

WHEREAS, the City solicited qualifications from twelve different consulting firms; and

WHEREAS, Design Workshop was selected through a competitive process as the most qualified firm to provide professional services for the Island Grove Master Plan; and

WHEREAS, City staff has negotiated a professional services contract with Design Workshop in an amount not to exceed Three Hundred Eighty-Three Thousand Eighty Dollars (\$383,080), subject to City Council approval; and

WHEREAS, the City has funding available 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 or consulting 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 Design Workshop.

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

Section 1.

That the City Council hereby authorizes the City of Greeley to enter into a professional services contract with Design Workshop for preparation of the Island Grove Master Plan in an amount not to exceed \$383,080, 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 Scope of Services before execution, provided the material substance remains unchanged.

Section 3.

That the City Council approves the associated budget appropriation in the amount of \$83,080 from the 333-Island Grove Development Fund to fully fund the contract.

Section 4.

This Resolution shall take effect immediately upon its passage, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2026.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

F25-08-055 – Island Grove Master Plan

This Contract is made as of **December 9, 2025**, by and between the City of Greeley, Colorado, hereinafter referred to as the CITY, and **Design Workshop** authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is 1390 Lawrence St. Suite 100 Denver, CO 80204.

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 Island Grove Master Plan. More specifically, the scope of services is attached and incorporated herein. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Culture, Parks, & Recreation 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 December 31, 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 \$383,080.00, 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 Work. 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 work 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 work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work 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 work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work 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 work, 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.

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 work 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 work under this Agreement until he/she 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 a minimum of thirty (30) days prior written notice to the CITY or ten (10) days notice for cancellation due to non-payment. 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 work 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 Contractor 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 work 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 work 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 work 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 work, 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 work 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 and that CONSULTANT adheres to all federal, state and local anti-discrimination laws.

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 work, 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 work on that portion of the Work 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 or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order 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
Culture, Parks & Recreation Department
Casandra Keller
651 10th Avenue
Greeley, CO 80631
Casandra.Keller@Greeleygov.com
970-350-9522

CONSULTANT:

Design Workshop
Chris Geddes
1390 Lawrence St Suite 100
Denver, CO 80204
cgeddes@designworkshop.com
303-623-5186

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

CONSULTANT:

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

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

THE CITY OF GREELEY

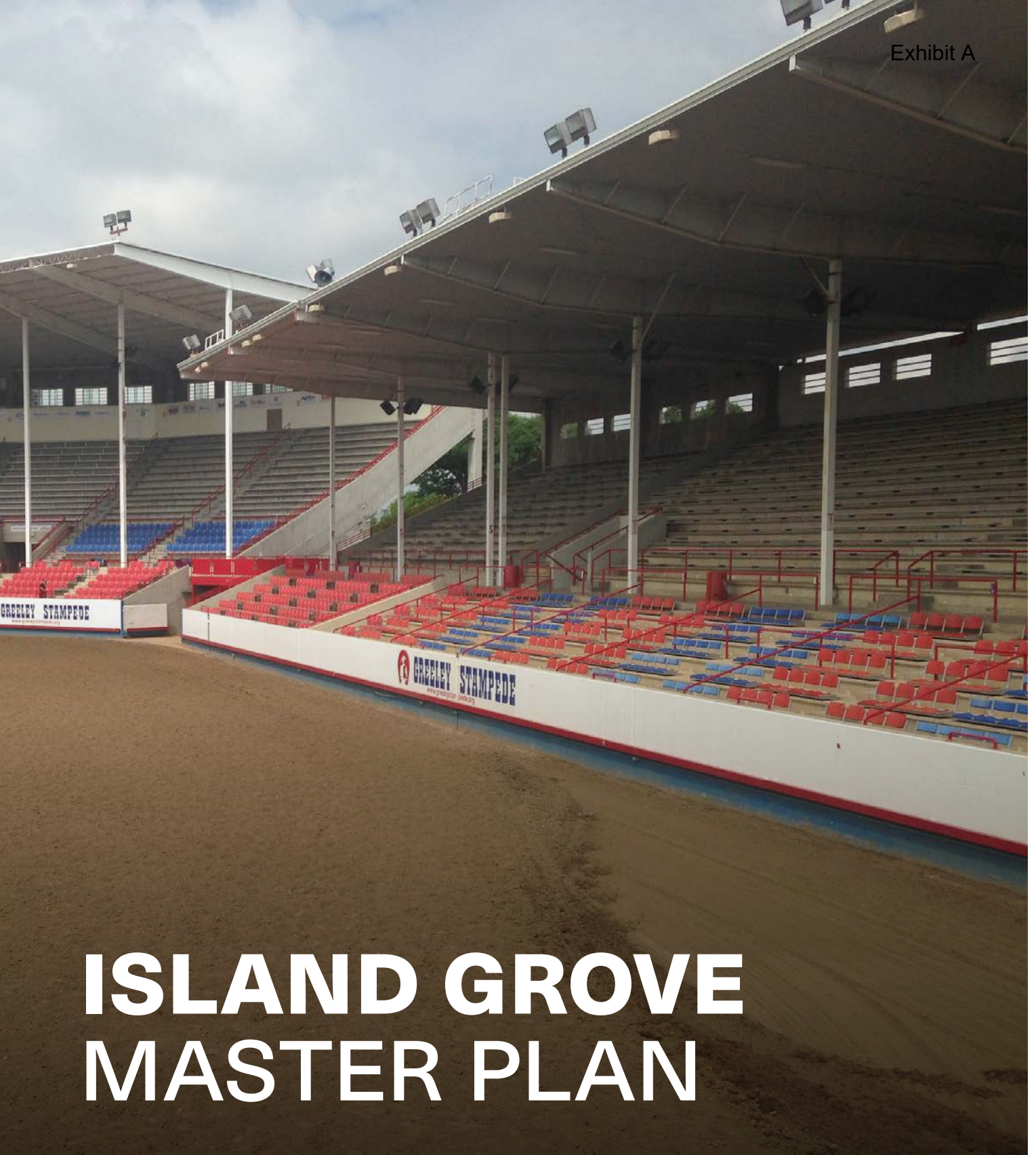
Approved as to Legal Form

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

THE CITY OF GREELEY

Certification of Contract Funds Availability

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



ISLAND GROVE MASTER PLAN

DESIGNWORKSHOP

PROPOSAL PREPARED FOR CITY OF GREELEY
RFP #F25-08-055

OCTOBER 27, 2025

Contents

- 03** Cover Letter
- 06** Use of Subcontractors/Partners
- 08** Minimum Mandatory Qualifications
- 12** Company Information
- 14** Evaluation Criterion #1
- 20** Evaluation Criterion #2
- 24** Evaluation Criterion #3
- 28** Evaluation Criterion #4
- 32** Evaluation Criterion #5
- 36** Appendix
 - 36** Proposal Acknowledgment
 - 37** Proposal Acknowledgment



Design Workshop, Inc.

October 27, 2025

Landscape Architecture
Planning
Urban Design
Strategic Services
Environmental Graphic
Design

1390 Lawrence St
Suite 100
Denver, CO 80204
303.623.5186

22860 Two Rivers Rd
Suite 102
Basalt, CO 81621
970.925.8354

designworkshop.com

Design Workshop has
read and reviewed the
Addendum released on
October 16th.

Dear members of the Selection Committee,

Design Workshop, together with our partners—K/O Fairground Planners, Crossroads Consulting, and Sherwood Engineers—is pleased to submit this proposal for the future of Island Grove Regional Park. We share your commitment to community-driven planning, creative placemaking, and environmental stewardship. Our goal is to honor the park's heritage while envisioning a more diverse, inclusive, and resilient future as a premier event destination and community hub.

Sites like Island Grove carry deep cultural and historical significance for the community. In 2015, Design Workshop drafted Greeley's city-wide Parks, Trails, and Open Lands Plan, which included creating the last master plan for Island Grove. That effort successfully captured the needs and aspirations of current users, but the opportunity today includes welcoming a broader, diverse community into the conversation. We bring extensive experience from projects such as Riverdale Regional Park, Boulder County Fairgrounds, and Douglas County Fairgrounds, tackling key questions about competitiveness, cultural heritage, and evolving community needs. Our process emphasizes market potential, operational management, and visionary planning.

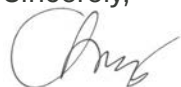
If selected, we will deliver:

- A robust, inclusive public process promoting collaboration and partnerships
- Insight grounded in local trends and national best practices
- Clear evaluation of expansion and renovation opportunities
- A supported vision with actionable recommendations
- Tools to leverage funding and partnerships
- A plan that celebrates Greeley's values and diverse citizenry

Design Workshop is a Colorado-based landscape architecture and planning firm with over 50 years of award-winning practice in public space design and facilitation of inclusive community processes. K/O Fairground Planners brings national expertise in fairground design and master planning; Crossroads Consulting specializes in financial and operational analysis of public facilities; and Sherwood Engineers leads in sustainable site infrastructure, circulation, and floodplain restoration. Together, our integrated team offers deep technical knowledge, creative vision, and a proven record of collaboration.

We would be honored to help shape a practical, visionary master plan that honors tradition while planning boldly for the future of Island Grove Regional Park. Thank you for your consideration. Should you have any requested for clarifications or additional information you can reach me at cgeddes@designworkshop.com or at 720.907.9339

Sincerely,



Chris Geddes, Principal-in-Charge



Ashley Hejtmanek, Senior Associate

DESIGNWORKSHOP



B. USE OF SUBCONTRACTORS/ PARTNERS



Subcontractors/Partners

K/O ARCHITECTS

AREA OF EXPERTISE: Event Venue Architecture

K/O Architects are National Leaders in Fairground Design and Planning. Founded in 1876 they have a rich 149-year history. K/O has designed and planned more facilities on animal-specific venues than anyone, starting with the Master Plan of the Iowa State Fair in 1885. This specialization has allowed them to work on hundreds of these commissions throughout the United States.

K/O's experience includes Multi-Purpose Facilities, Entry Gates, Arenas, Livestock Barns, Grandstands, Equine Facilities, Entertainment Venues, Conference, and Concert Facilities. Each of K/O's solutions is unique and diligently upholds their time-honored charge to provide quality planning, design, and professional service, and to develop long-term relationships with their clients.

K/O has an extensive background on hundreds of projects, programming, master planning, and designing for various entertainment and festival clients.

CROSSROADS CONSULTING

AREA OF EXPERTISE: Market and Use Analysis

Crossroads Consulting helps public and private clients make informed decisions about investments in the convention, sports, and entertainment industries, sectors with significant long-term financial and economic impacts.

Founded by former leaders of KPMG LLP's Convention, Sports and Entertainment Practice, Crossroads provides independent development planning and financial advisory services to the public assembly facility industry. Their experience spans stadiums, arenas, convention centers, hotels, performing arts venues, museums, and other real estate assets, helping clients adapt to market changes and strengthen their competitive position.

Their team offers deep expertise in market and financial analysis, performance audits, impact studies, and management negotiations.

Crossroads delivers credible, data-driven insights that help clients develop new projects, enhance existing facilities, and refine business strategies to optimize market opportunities and economic performance.

SHERWOOD ENGINEERS

AREA OF EXPERTISE: Engineering and Environmental Systems

Sherwood Design Engineers is a site civil engineering firm dedicated to integrating ecology, infrastructure, and design. The firm specializes in sustainable and resilient infrastructure, delivering innovative, high-performance projects from concept to completion at the building, neighborhood, and district scales.

Founded in 2003, Sherwood operates from eight offices across the United States. Its team, trained in civil engineering and urban planning, helps clients and design partners understand the interconnected systems of water, energy, and ecology to achieve true sustainability. The firm's deep relationships with public agencies enable it to navigate complex approval processes efficiently.

Sherwood's services include site civil engineering, sustainable infrastructure planning and engineering, resilient planning and engineering, water resources planning and engineering, and ecological systems planning and engineering.



Imagine... What ideas do you like for any of the three parks?

ART AND HISTORY



Program about Lincoln



Historic Interpretive Sculpture



Interpretive Signage



Historic Interpretive Sculpture



Historic Interpretive Sculpture



Historic Interpretive Sculpture



Historic Interpretive Sculpture



Historic Interpretive Sculpture



Historic Interpretive Sculpture

C. MINIMUM MANDATORY QUALIFICATIONS

Downtown Historic Parks Master Plan, Colorado Springs, CO

Minimum Mandatory Qualifications

1. PROFESSIONAL EXPERIENCE IN PUBLIC EVENT FACILITY MASTER PLANNING

Design Workshop brings over five decades of leadership in community-driven master planning for fairgrounds, event venues, and recreation systems. Our team has delivered large regional parks and fairgrounds, such as the Adams County Riverdale Regional Park, Douglas County Fairgrounds, and Boulder County Fairgrounds, each balancing civic, cultural, and recreational uses with operational efficiency and long-term sustainability.

K/O Architects contributes expertise from more than 300 fairground and exposition-facility plans nationwide, including the Colorado State and North Idaho State Fairgrounds, bringing deep knowledge of arena, livestock, and event operations. Sherwood Design Engineers strengthens the team with expertise in sustainable infrastructure, stormwater, and floodplain management to ensure technically sound and resilient solutions. Crossroads Consulting adds nationally recognized market and financial advisory expertise, with over 1,000 studies for venues such as the Ranch Events Complex, Colorado State Fairgrounds, and Boulder County Fairgrounds. Their analysis of market demand, financial performance, and funding strategies ensures that recommendations are both visionary and economically feasible.

2. DUAL-TRACK PLANNING EXPERTISE

Design Workshop is nationally recognized for creating dual-track frameworks that pair near-term operational improvements with long-term transformation. Balancing the practical with the visionary is central to our work, two parallel tracks that move forward together. This master plan must be more than a document; it should serve as a shared call to action from day one, aligning stakeholders around a vision that honors heritage while embracing change, and identifying phased, achievable strategies that reflect the City's fiscal and operational realities. At Adams County Riverdale Regional Park, we developed a capital

plan alongside a 20-year vision integrating tourism, ecology, and event flexibility.

K/O Architects applied a similar approach for the Colorado State Fair Master Plan, balancing immediate upgrades with a \$48 million redevelopment framework—directly aligning with Greeley's Track A and Track B planning structure. Sherwood Design Engineers will reinforce this approach through infrastructure and environmental analysis addressing water systems, floodplain performance, and climate resilience. Crossroads Consulting will lead the market and economic strategy for both tracks, defining achievable short-term actions and long-term financial pathways grounded in proven models from projects like the Ranch Events Complex and Clark County Fairgrounds.

3. PUBLIC ENGAGEMENT AND STAKEHOLDER COLLABORATION

Design Workshop's hallmark is inclusive, multilingual engagement rooted in trusted partnership. Our award-winning City of Greeley Parks, Recreation and Open Space Master Plan engaged more than 1,200 residents through bilingual surveys, youth pop-ups, and neighborhood events, building relationships with the City, the Greeley Stampede, the Weld County Fair, and the Colorado Farm Show.

That foundation was strengthened through our leadership of the GO Greeley Inspire Initiative, which earned an APA Colorado Honor Award for Innovations and Creative Partnerships. The project engaged youth and families to reimagine access to the Cache la Poudre River corridor, experience that directly informs the engagement approach for Island Grove. Our process, refined through the Tempe Parks Equity Study (AZ) and Salt Lake City Reimagine Nature Plan (UT), uses creative tools to reach under-represented voices, particularly Spanish-speaking, youth, and senior populations.

4. INTERDISCIPLINARY DESIGN AND ANALYSIS CAPABILITIES

The Island Grove Master Plan will be led by a coordinated, multidisciplinary team ensuring a visionary, yet implementable outcome.

- **Urban Planning and Landscape Architecture:** Design Workshop will guide all aspects of planning, site design, and circulation, creating a cohesive vision that balances event programming with open-space amenities and riverfront connections.
- **Event Venue Architecture:** K/O Architects will provide programming and design for arenas, barns, and livestock facilities, enhancing functionality, flexibility, and visitor experience.
- **Engineering and Environmental Systems:** Sherwood Design Engineers will lead sustainable infrastructure, stormwater, and floodplain planning to ensure technical feasibility and environmental resilience.
- **Market and Use Analysis:** Crossroads Consulting will conduct market demand, utilization, and fiscal impact analyses to align concepts with measurable performance and funding strategies.
- **Capital Planning:** Together, the team will deliver phased cost modeling and implementation strategies grounded in financial and operational realities.

5. PROFICIENCY IN GIS, RENDERINGS AND CONCEPTUAL VISUALIZATION

Design Workshop and K/O Architects combine robust GIS analysis with high-impact visualization to clearly communicate complex ideas. Our fairground and event-venue plans, including the Douglas County Fairgrounds, Adams County Riverdale Regional Park, and Boulder County Fairgrounds, feature GIS mapping layered with 3D renderings and photorealistic imagery illustrating circulation, infrastructure, and redevelopment opportunities. These visuals build consensus among decision-makers and the public, transforming technical data into accessible design insight.

6. UNDERSTANDING OF REGIONAL MARKET DYNAMICS

Design Workshop offers a deep understanding of Greeley's recreation, tourism, and event-market dynamics built through partnership with the City. Our work on the original Island Grove Regional Park Master Plan, the Greeley Parks, Trails and

Open Lands Master Plan, and the GO Greeley Inspire Initiative provides unmatched insight into how residents and visitors engage with parks, natural areas, and civic events. We understand how Greeley's park network, economy, and cultural identity intersect at Island Grove and are currently expanding that knowledge through the Weld County Comprehensive Plan.

Crossroads Consulting has a strong regional, state and national foothold on the market viability and competition of event complexes. Sherwood Design Engineers brings expertise in sustainable infrastructure and environmental economics, informed by work on major riverfront projects. K/O Architects adds national benchmarking and event-venue analysis experience from the Colorado State, North Idaho, and Evergreen State Fairgrounds, ensuring design concepts align with market demand and operations. Crossroads Consulting contributes extensive fairground and event-market expertise from projects across Colorado, providing visitor, revenue, and benchmarking analysis to position Island Grove as a resilient, year-round destination and regional economic catalyst.

7. DEMONSTRATED CAPACITY FOR TIMELY COMPLETION

Design Workshop's project-management process, guided by our DW Legacy Design® Quality Management Plan, ensures complex planning efforts are delivered efficiently and on schedule. We have completed numerous regional park and fairground master plans, such as Boulder, Douglas, and Adams counties, on time and within budget.

Sherwood Design Engineers streamlines technical coordination, while K/O Architects brings responsiveness and experience managing multi-venue operations. Crossroads Consulting's proven methodologies for market analysis and financial modeling ensure timely, data-driven deliverables that integrate seamlessly with planning milestones. Together, our team will deliver a visionary, implementable, and on-time Island Grove Regional Park Master Plan.

D. COMPANY

INFORMATION



Company Information

DESIGN WORKSHOP

Design Workshop was founded in 1969 and has continuously provided professional planning, landscape architecture, urban design, and strategic services for more than 55 years. Our team has extensive experience planning for fairgrounds and regional facilities throughout the western United States. We take great pride in our ability to facilitate public processes that lead to clear, inclusive, and defensible decision-making, as well as in our nationally recognized portfolio of parks, fairgrounds, and public spaces that push the boundaries of design innovation. With decades of experience in researching, planning, and designing master plans across North America, we have left a legacy for future generations.

Addresses:

1390 Lawrence Street
Suite 100
Denver, CO 80204
303.623.5186

22860 Two Rivers Road
Suite 102
Basalt, CO 81621
970.925.8354

Year Established:

1969

Corporate Structure and Stability:

Design Workshop is a S Corporation and 100% employee-owned firm with no pending plans to sell or merge.

Principals:

Becky Zimmermann
Mike Albert
Robb Berg
Stephanie Grigsby
Aimee Duffy
Emily McCoy
Jessica Garrow
Conners Ladner
Ben Fish
Jamie Fogle
Chris Geddes*
Micah Giardetti
Claire Hempel
Anna Laubourn
Jim MacRae
Steve Noll
Patrick Quigley
Alex Ramirez
Ben Roush
Richard Shaw
Jake Sippy
Paul Squadrito
Jeff Zimmermann

Comprehensive Services

Design Workshop provides a full spectrum of planning and design services that span project visioning through implementation. Core services include:

- Planning
- Landscape Architecture
- Urban Design
- Land Use and Development Codes
- Community and Stakeholder Engagement
- GIS Mapping, Spatial Analysis, and Visualization
- Market and Economic Analysis

EVALUATION CRITERION #1:
**TEAM
COMPOSITION
& TECHNICAL
EXPERTISE**

Blue Hole Regional Park, Wimberley, TX

Team Composition and Technical Expertise

CUSTOMER SERVICE PHILOSOPHY

We are dedicated to creating Legacy projects for our clients, society, and the well-being of our planet.

At Design Workshop, our customer service philosophy is rooted in collaboration, responsiveness, and accountability. For more than 50 years, we have partnered with public agencies across the Front Range, the Mountain West, and beyond to deliver thoughtful, community-driven plans that balance visionary thinking with practical implementation. We approach every project as a true partnership built on trust, transparency, and shared purpose.

We believe that excellent service begins with meaningful leadership and communication. Each project is led by a Principal-in-Charge and a Project Manager who remain closely involved from project initiation through plan adoption. This dual-leadership model ensures responsiveness, consistency, and clear points of contact. Our team works closely with clients to understand their organizational structure, project goals, and decision-making processes, allowing us to anticipate needs and align our work with client priorities.

Design Workshop's client service model is grounded in assigning the right expertise to each task. We bring together planners, landscape architects, and strategists with specialized knowledge relevant to each project's context. Our work is guided by established firm standards and best practices for public engagement, writing and documentation, GIS analysis, and visual communication to ensure clarity, accessibility, and consistency across all deliverables.

We also apply rigorous internal quality management procedures that ensure precision and accountability. Interdisciplinary reviews are conducted at key milestones to streamline production, verify technical accuracy, and expedite client review cycles. This structure is part of our DW Legacy Design® Quality Management Plan, refined through decades of successful public-sector work, and ensures that every project benefits from both strategic oversight and technical rigor.

Our customer service philosophy also centers on listening first. We begin by understanding our client's goals, staff structure, and stakeholder relationships to create a collaborative, efficient workflow. Regular communication, documented action items, and transparent progress tracking keep our clients fully informed and confident in the project's direction.

Finally, our approach is defined by long-term partnership. Many of our clients, including cities, counties, and regional agencies across the western United States, have entrusted us with multiple projects over decades. This enduring collaboration reflects our shared commitment to excellence, transparency, and community outcomes. Our goal is to deliver both exceptional results and relationships that last well beyond a single project.

RELEVANT PROJECT EXPERIENCE

Douglas County Fairgrounds
DOUGLAS COUNTY, COLORADO

Design Workshop, K/O Architects, and **Crossroads Consulting** recently completed a master plan for the Douglas County Fairgrounds—an essential site that contributes to the western character and heritage of the region. The fairgrounds continue to play a vital role in providing educational opportunities and skill development for the greater Douglas County community.

As part of the planning process, the design team analyzed the site's physical and operational characteristics and developed grounded recommendations aimed at future improvements, revenue-generating opportunities, and strategic enhancements to program and space to better serve the growing and evolving needs of the Douglas County community.



Client Reference

Tim Hallmark
Director of Facilities
Fleet and Emergency
Support Services
Douglas County
303.842.2113
thallmark@douglas.co.us

Value

\$260,000

Project Status

Completed

The Ranch at Larimer County
Fairgrounds

LARIMER COUNTY, COLORADO

Design Workshop and **K/O Architects** participated in a team of consultants to provide architectural, engineering, and site design services for equine and livestock arenas and supporting facilities on the existing Ranch campus. The projects included renovation of the maintenance and operations yard, a new 4-H indoor facility, a new RV parking lot, a new outdoor arena, and the expansion of the existing indoor warm-up arena.



Client Reference

Mark Tinklenberg
Senior Operations
Manager
The Ranch Events
Complex
970.619.4016
tinklenm@co.larimer.co.us

Value

\$100,500
(Design Workshop
Scope only)

Project Status

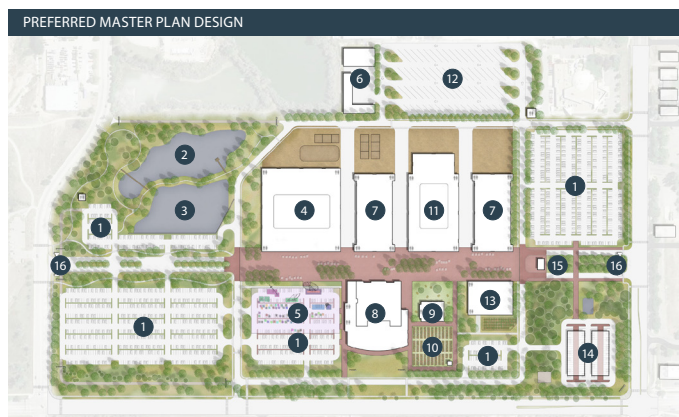
Completed

Boulder County Fairgrounds

BOULDER COUNTY, COLORADO

The Boulder County Fairgrounds site on close to 80 land-locked acres in downtown Longmont, Colorado. The Fairgrounds have evolved into a multipurpose facility that supports over a thousand events a year in addition to the annual fair. **Design Workshop, K/O Architects and Crossroads Consulting** completed a master plan to support a new future that identifies meaningful ways to continue to serve the community.

Integral to this process is a two-pronged approach that considers the future needs of the aging building facilities as well as the potential of the grounds to serve as a well-used year-round park space.



Client Reference

Joe LaFollette
Fairgrounds Manager
Boulder County
303.678.6254
jlafollette@
bouldercounty.gov

Value

\$350,000

Project Status

Completed

Riverdale Regional Park and Fairgrounds

ADAMS COUNTY, COLORADO

Riverdale Regional Park and Fairgrounds spans over 1,210 acres along the South Platte River corridor and serves as a key recreational resource for the Front Range metro area, offering amenities such as the Adams County Fairgrounds, history museum, fishing, and two 18-hole golf courses. **Design Workshop, K/O Architects and Crossroads Consulting** led the master plan update through a transparent public process to establish a clear vision with policies, project prioritization, and implementation strategies.

The plan addresses aging facilities, new development, and evolving community needs, with input gathered through community meetings, focus groups, county staff collaboration, and presentations to elected officials. The team developed a comprehensive approach addressing land use, transportation, conservation, recreation, and cultural preservation.



Client Reference

Byron Fanning
Director of Parks, Open
Space and Cultural Arts
Adams County
303.637.8006
bfanning@adcogov.org

Value

\$260,000

Project Status

Completed

PROJECT STAFFING COMMITMENT

Design Workshop will dedicate an experienced, multidisciplinary internal team to lead and deliver the Island Grove Regional Park Master Plan. Each team member has been carefully selected for their expertise in parks and event campus planning and design, public-sector collaboration, and data-driven analysis to ensure a seamless and efficient process from kickoff through adoption.

The table below outlines Design Workshop's internal team, expected time commitment, and areas of project involvement. Expanded resumes can be found in the appendix.

NAME AND ROLE	APPROX. TIME COMMITMENT	% PROJECT INVOLVEMENT
Chris Geddes Principal-in-Charge	85 hours	15%
Ashley Hejtmanek Project Manager, Landscape Architect	325 hours	40%
TBD Support Staff	450 hours	45%

KEY PERSONNEL AND RESUMES



Chris Geddes AICP, PLA PRINCIPAL-IN-CHARGE

Education, Licensure and Certifications

Master of Urban and Regional Planning,
University of Colorado, Denver
Bachelor of Civil Engineering, University of
Colorado, Boulder
Professional Landscape Architect: CO
American Institute of Certified
Planners (AICP)

Select Project Experience

National Western Equestrian Center,
Denver, CO
The Ranch, Larimer County, CO
Festival Park, Castle Rock, CO
Centennial Center Park Master Plan,
Centennial, CO



Ashley Hejtmanek AICP, PLA, LEED® GA™ PROJECT MANAGER

Education, Licensure and Certifications

Master of Urban and Regional Planning,
University of Virginia
Bachelor of Landscape Architecture,
Penn State University
Professional Landscape Architect: CO
American Institute of Certified
Planners (AICP)
LEED® Green Associate

Select Project Experience

Fairgrounds Master Plan, Boulder County, CO
Fairgrounds Master Plan, Douglas
County, CO
The Ranch, Larimer County, CO
Riverdale Regional Park and Fairgrounds,
Adams County, CO
Island Grove Regional Park, Greeley, CO
Fort Lupton Parks and Trails Master Plan,
Fort Lupton, CO

SUBCONTRACTORS

We have assembled nationally recognized subconsultant team. K/O Architects will lead architectural and fairgrounds planning, focusing on facility programming, and event infrastructure. Sherwood Design Engineers will guide environmental and infrastructure design, including stormwater, floodplain, and sustainable water-resource planning. Crossroads Consulting will provide market and use analysis, assessing demand, financial performance, and revenue strategies. The table below outlines each firm's discipline, level of effort, and areas of responsibility. Additional and expanded resumes can be found in the appendix.

NAME AND ROLE	APPROX. TIME COMMITMENT	% PROJECT INVOLVEMENT
Chip Overton, Architect, Fairgrounds Designer	250 hours	50%
Susan Sieger, Lead Market and Financial Analyst	150 hours	40%
Travis Crank, Market and Financial Analyst	200 hours	60%
Craig Clarkson, Principal Engineer	30 hours	30%
Stephanie Fleckenstein, Engineering Project Manager	30 hours	70%

K/O ARCHITECTS



Chip Overton AICP, PLA, LEED® GA™ ARCHITECT AND FAIRGROUNDS DESIGNER

Education, Licensure and Certifications

Bachelor of Architecture, Iowa State University
Professional Landscape Architect: CO, IA, ID, ND, NM, SC, SD, WA
LEED® Accredited Professional

Select Project Experience

The Ranch, Larimer County, CO
Colorado State Fairgrounds Master Plan, CO
Boulder County Fairgrounds Master Plan, CO
Douglas County Fairgrounds Master Plan, CO

CROSSROADS CONSULTING



Susan Sieger LEAD MARKET AND FINANCIAL ANALYST

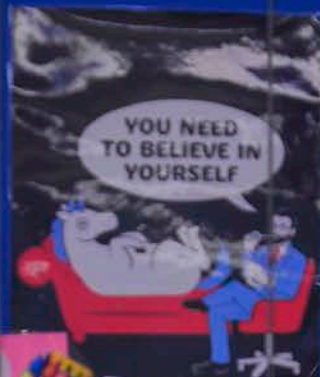
Education, Licensure and Cerifications

Master of Sports Administration, Ohio University
Bachelor of Arts, University of Virginia

Select Project Experience

Colorado State Fair Master Plan, CO
Boulder County Fairgrounds Master Plan, CO
Eagle County Fairgrounds Master Plan, CO
Mesa County Fairgrounds Master Plan, CO

South



EVALUATION CRITERION #2: PROJECT UNDERSTANDING & APPROACH

Go Greeley Inspire Initiative, Greeley, CO

PROJECT UNDERSTANDING

The Design Workshop team is very familiar with the site and its existing conditions, from geographic features to partnerships, event stakeholders, surrounding zoning and uses, access and circulation, and building facilities.

COMMUNITY PROFILE

The area surrounding Island Grove stands out as one of Greeley's most diverse neighborhoods, positioned as a transitional zone between the river ecosystem and downtown Greeley. Here, recreation, culture, community, and industry overlap. Within a one-mile radius, the population is a mix of ethnic backgrounds, with nearly two-thirds of residents identifying as Hispanic (~57%), mixed race, or another race category. This vibrant demographic makeup is paired with a distinctly working-class employment profile: over 40% of residents work in blue-collar trades or services. The surrounding neighborhoods exhibit more economic disparity than other areas of the City, and it is also more bilingual at its core; English and Spanish are spoken in nearly equal measure. Our outreach strategies will be inclusive of the full community and will provide translation services.

In essence, Island Grove reflects the cultural and economic variety that defines Greeley's identity but on a more concentrated scale, a neighborhood of young, diverse, hardworking residents whose livelihoods are closely tied to trades, labor, and services.

As a park and event facility, Island Grove must continue its century-old evolution to serve a growing and changing population both regionally and localized. The cultural capital of long-standing events will continue to catalyze the facility's legacy.

ENVIRONMENTAL CONSTRAINTS

The Cache la Poudre River is the often-overlooked thread of Island Grove Park, and including its restoration in the master plan will yield benefits for ecology, culture, and resilience.

Over decades, the river's natural course in Greeley has been straightened and shortened by approximately 15%, increasing flow velocities, downstream erosion, and flood risk while fragmenting riparian habitat and wetlands. Compounding these impacts, adjacent gravel mining operations have further altered the hydrology and topography of the area, leaving behind deep pits and disconnected floodplain zones that present both constraints and opportunities. While these legacy excavations limit conventional development due to geotechnical instability and hydrologic isolation, they offer unique potential for reconnected backwater habitat, wetland treatment systems, or seasonal detention basins within a larger flood mitigation framework. Reintegrating the river with its historic floodplain will allow high flows to slow and spread, reducing flood heights and sediment transport while restoring native habitat corridors and enhancing ecological continuity.

The Island Grove Park master plan will play an important role in supporting the City's Poudre River Restoration Initiative – yielding restored ecological function, improving flood resilience, and continuing to serve and enhance the public's experience in connecting and accessing the river corridor.

Adjacent reclaimed gravel operations also pose an opportunity for integration into the park as recreational amenities. This was explored in the last master plan, and Design Workshop has been working with communities in Adams County and Weld County to envision a great ecological reclamation along the Cache la Poudre and South Platte River corridors.

METHODOLOGY FOR DUAL TRACKS AND BALANCING SHORT- AND LONG-TERM GOALS

Balancing the practical with the visionary is central to our process—two parallel tracks moving forward together. Our dual-track approach ensures that the master plan is both implementable and aspirational.

TRACK A – OPTIMIZATION (THE PRACTICAL):

Recommendations within this track address the immediate and achievable—those that increase operational efficiency, improve user experience, reduce costs, or generate a return on investment. Track A focuses on actions that can be implemented on “Day One.”

TRACK B – VISIONARY CONCEPT (THE ASPIRATIONAL):

This track takes the long view, outlining bold strategies that guide the site’s evolution over time. Early in the planning process, we intentionally allow space for creative and bold thinking and exploration before refining ideas into a clear, actionable framework.

Our team anticipates that Phases 2 and 3 will run concurrently, sharing tasks to maximize workflow efficiency. Both tracks will ultimately converge in a prioritization and implementation phase, where strategies are evaluated by cost, urgency, impact, and interdependencies. Track A will identify “quick wins” and critical improvements, while Track B will define the incremental, transformative enhancements.

These Tracks will be represented separately to inform staff and future decision-making, but will likely share a common vision and a path to build upon one another. Both tracks should operate in strategic coordination—each intervention and improvement building upon earlier investments and paving the way for the next step forward, and each capital project strategically positioned to allow the facility’s continued operations during construction phases.

PHASING STRATEGIES

Our team brings deep experience helping municipalities scale implementation strategies tied to available resources, partnerships and collaboration, and capacity building. We will work with the City of Greeley to identify practical phasing strategies that aligns with the City’s fiscal and operational realities. The team will develop an approximate order-of-magnitude estimate for the proposed site and facility improvements, along

with an estimate of operational costs based on the preferred alternative. The estimates will be based on quantitative areas and qualitative expectations, including facilities and infrastructure.

FUNDING STRATEGIES

As part of the Master Plan process, one of the fundamental considerations is how the recommended improvements can potentially be financed. Throughout the U.S., public and private sector clients have used a variety of financing techniques and sources of funding to renovate and/or construct facilities. Based on the final conceptual plan, this task will identify potential funding sources, including federal, state and local opportunities as well as potential partnerships. We will discuss creative efforts employed by other communities such as public/private partnerships that may include harnessing regional resources and leveraging private investment. City, County and State laws, fiscal sources and debt issuance capacity of these governmental entities for bonding purposes all influence the ability to use any one of these funding sources or financing instruments.

RESPONDING TO STAKEHOLDERS

Our team has successfully achieved this dual-track balance of short-term and long-term goal in Douglas County by addressing stakeholder concerns early in the process. Major capital projects are carefully phased to coordinate construction and deconstruction efforts—ensuring that user groups are not displaced without a plan for interim services, and that revenue-generating operations remain uninterrupted as obsolete structures are replaced. At the same time, the plan incorporates short-term, practical improvements that respond to current user frustrations—such as prioritizing which parking lots should be paved, identifying optimal locations for public restrooms, and improving site security during events.

An architectural rendering of a large equestrian center complex. The main building is a long, white, low-rise structure with a flat roof and dark trim. To its right is a taller, multi-story brick building with many windows. In front of the white building is a large, paved plaza with several trees and a set of stairs. To the right of the brick building is another paved area with outdoor seating and more trees. The background shows a cityscape and snow-capped mountains under a clear sky. The text "NATIONAL WESTERN CENTER EQUESTRIAN CENTER" is visible on the side of the white building.

EVALUATION CRITERION #3
PROPOSED
TIMELINE & PROJECT
MANAGEMENT PLAN



National Western Equestrian
Center, Denver, CO

Proposed Timeline & Project Management Plan

PROJECT TIMELINE

Month	1	2	3	4	5	6	7	8	9	10	11	12
Phase 1: Discovery and Assessment												
Task 1. Project Management	X	X	X	X	X	X	X	X	X	X	X	X
Task 2. Site Assessment												
<i>Data Collection, Site and Facility Assessment</i>												
<i>Site Visit</i>			X									
<i>Market Investigation/Use Analysis</i>												
<i>Benchmark Comparison Study</i>												
Task 3. Public Engagement (Phase 1)												
<i>Focus Group Discussions</i>			X									
<i>Community Meeting #1</i>					X							
<i>Website Content</i>												
<i>Touchpoint Meetings</i>	X		X		X	X					X	X
Phase 2: Track A Optimization Plan and Phase 3: Track B Visionary Concept Plan												
Task 4. Concept Design Development (Track A & B)												
Task 5. Preferred Plan Alternatives (Track A & B)												
Task 6. Draft Plan Document												
Task 7. Public Engagement (Phase 2 and 3)												
<i>Community Meeting (#2)</i>						X						
<i>Online Survey</i>												
Phase 4: Implementation Strategy												
Task 8. Implementation Plan												
<i>Cost Analysis and Prioritization Matrix</i>												
<i>Phasing Plan</i>												
<i>Governance Structure</i>												
Task 9. Final Master Plan												
Task 10. Public Engagement												
Task 10.1 Community Meeting (#3)											X	
Task 11. Adoption												X

Schedule Key: ■ : Primary Task ■ : Sub Task **X** : Meetings

COMMUNICATION PLAN

Design Workshop will maintain clear, consistent, and proactive communication with the City's Project Manager, City staff, and partner organizations throughout the duration of the Island Grove Master Plan. Project Manager Ashley Hejtmanek will serve as the central point of contact, responsible for coordinating the consultant team, managing day-to-day communications, and ensuring that all deliverables are completed on schedule and in alignment with the City's goals. From the outset, we will establish a shared understanding of expectations, meeting cadence, and communication protocols to promote transparency, responsiveness, and trust.

At project initiation, the team will facilitate a Strategic Kick-Off Meeting with City staff and key partners to confirm scope, schedule, success factors, and preferred communication methods. This meeting will also identify a core work group of City representatives and partner organizations to participate in regular touchpoints, ensuring steady progress and informed decision-making. The work group will meet bi-weekly or as needed, supplemented by milestone meetings for major deliverables such as the Discovery Summary, Optimization Plan (Track A), Visionary Concept Plan (Track B), and Final Master Plan. Between meetings, updates will be provided through concise progress memos, digital document sharing, and prompt email communication, maintaining a continuous feedback loop between the City and the consultant team.

Principal-in-Charge Chris Geddes will provide ongoing oversight and participate in key discussions to ensure technical quality and alignment with the City's broader objectives. Design Workshop's Project Management Plan (PMP) will guide this process, defining roles, responsibilities, and communication workflows that ensure accountability across all disciplines and subconsultants, including K/O Architects, Sherwood Design Engineers, and Crossroads Consulting.

As part of the broader engagement strategy, communication will extend beyond internal coordination to include collaboration with stakeholders and the public. Through a Stakeholder Outreach and Communication Plan, the team will employ bilingual materials, surveys, pop-up events, and online engagement tools to share project updates and collect feedback from community members, event partners, and civic organizations. This approach prioritizes transparency, inclusivity, and responsiveness, ensuring that City staff and stakeholders are informed at every step and that the master plan reflects a unified community vision.

This structured, collaborative communication framework will ensure that the Island Grove Master Plan progresses efficiently, issues are resolved quickly, and all participants—City leadership, partner organizations, and the community—remain aligned in shaping a visionary yet implementable outcome.

INNOVATIVE APPROACHES

Working with event complexes that were established in the traditions of fairs all over the country allows this team to see many opportunities and creative ideas implemented for diversification of these public-serving facilities. Facility initiatives we are seeing include things like adding more daylighting, designing ways to reduce resources, and creating places that are fun—both in park design and event complex design. We are seeing non-traditional events like axe throwing, pickleball tournaments, E-sports, and drone racing. E-sports alone is a \$2 billion industry that is projected to grow to a \$6 billion industry by 2028. Imagine building facilities to take advantage of these events. Additionally, dynamic pricing like that found in amusement parks (pricing that changes in real time based on demand) is starting to be experimented with surrounding facilities like yours. Off-season creative "Foodie" markets based around fresh and organically harvested food items are now more

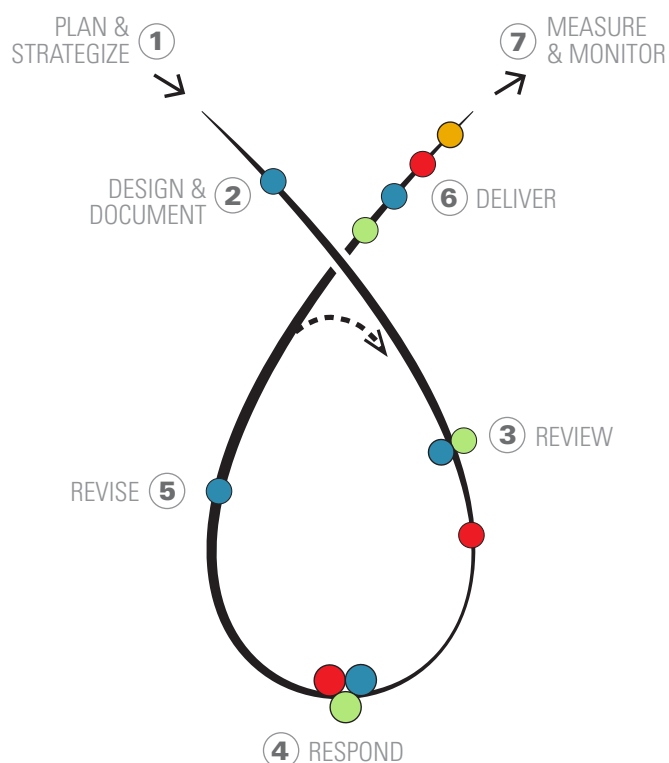
common uses. Community buildings for outreach and engagement, pocket parks, trail connections, ag-education, exercise, and play sensory experiences are now must-have elements.

The largest uptrend we are seeing is within IoT (the Internet of Things), where everything is connected. You are able to monitor in real time, all points of sale, backroom stock, RFID tags on livestock, vehicle movement, wristbands, occupancy sensors, toilet paper shortages, and more through automation. There is even software for crowd monitoring that allows you to count patrons in real time in different areas of the facilities during large events. All these trends have one common goal—to make more money, use less staff and to create a better user experience. We would love to explore ways to innovate in Greeley and differentiate your event complex within the regional market.

QUALITY ASSURANCE MEASURES

Design Workshop's internal Quality Assurance (QA) system provides a consistent structure for delivering high-quality work that meets scope, schedule, and budget expectations. Each deliverable undergoes technical and managerial review to ensure completeness, accuracy, and visual clarity. Our quality assurance process follows seven key steps:

- **Plan and Strategize:** At the Strategic Kickoff (SKO) meeting, all project deliverables are listed in a Quality Assurance and Deliverables Plan. Quality Control standards, best practices, and checklists are distributed to the project team to guide the process, encourage innovation, and ensure quality outcomes.
- **Design and Document:** Every project progresses through "Rapid Cycling," a process of testing, learning, and refining that advances the plan with innovation and rigor. Work is periodically reviewed during design pin-ups with colleagues who provide critique and new perspectives.
- **Review:** The Quality Control reviewer evaluates documents for accuracy, completeness, technical precision, and visual quality using a standardized checklist.



● Team ● QC Reviewers ● Client ● Approving Agencies

- **Respond:** Comments from the review process are formally tracked and addressed through a transparent documentation process.
- **Revise:** The project team incorporates all review comments and performs a final quality check by the Principal-in-Charge or Project Manager before delivery.
- **Deliver:** Standardized delivery practices for GIS, InDesign, and other software ensure consistency across print and digital formats.
- **Measure and Monitor:** Following delivery, Design Workshop evaluates performance to identify lessons learned and inform continuous improvement.

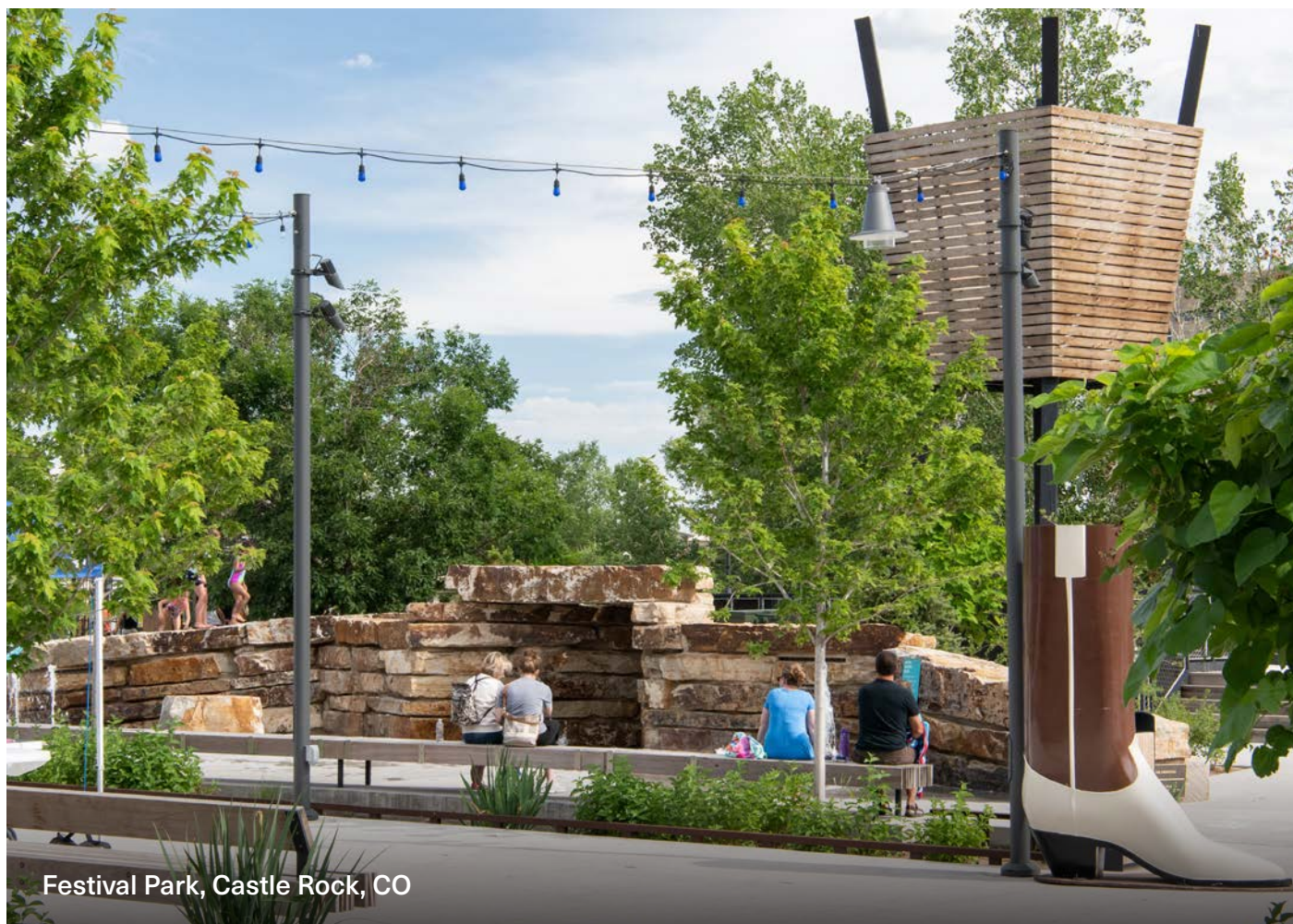
This rigorous process is central to our workshop culture—encouraging collaboration, innovation, and quality assurance at every stage.

PUBLIC ENGAGEMENT

Our mission is to create plans and designs that serve all people, with particular attention to historically under-resourced, under-represented, and vulnerable communities. We believe equitable planning begins with intentionally elevating voices that are often excluded from civic processes and ensuring they have meaningful influence over decisions that affect their lives. Our policies embed this commitment into every project through inclusive engagement practices, culturally competent facilitation, language accessibility, and partnerships with trusted community leaders

As our firm's name implies, collaboration is at the heart of our planning and design approach. We center community and stakeholder engagement in every project because we believe truly listening and raising voices is what leads to communities that work for everyone. There are distinct differences

between goals of public engagement and goals of inclusive, equitable, and representative engagement. Inclusive engagement of diverse groups often requires varying methods and trust-building to overcome barriers to participation and elevate the voices of minority and marginalized groups. We are committed to developing plans that reflect varied perspectives and community values so that their ideas and suggestions directly inform the planning work. Our approach to community engagement ensures voices across demographic groups and all locations within the community are represented in the process, and that there is transparency in stakeholder involvement and leadership decisions.



Festival Park, Castle Rock, CO

OUR APPROACH

Rather than focusing on one event or method for outreach, we plan “engagement windows”, bursts of multiple tactics for community conversations centered around key milestones and providing different ways to connect with people around ideas. Underpinning each Community Engagement and Public Participation Plan is a strategic, community-based approach to build consensus, resolve stakeholder issues, and identify measurable outcomes. Across all projects, we monitor participation demographics in real time and adapt strategies to ensure representation from the full diversity of the community. This intentionality strengthens the inclusivity of the process and results in plans that truly reflect the needs, aspirations, and lived experiences of the people they serve. Our engagement tactics, such as:

- **Youth Engagement:** Providing age-appropriate, participatory activities during each engagement window ensures youth have a genuine voice in shaping their communities.
- **Language Translation:** Translating surveys and materials into Spanish, and partnering with organizations for in-person interpretation, helps remove language barriers and expands participation.
- **Neighborhood Pop-Ups:** Meeting people where they are at, markets, bus stops, community centers, and local events, has proven an effective way to engage large cross-sections of the population, including those who might not attend traditional meetings.
- **Community Ambassadors:** Leveraging trusted messengers such as public health staff, school administrators, and housing coordinators builds relationships and trust with underrepresented communities.

COMMUNICATIONS AND OUTREACH

We partner with staff to create a comprehensive communications strategy that ensures consistent, transparent messaging. Our methods may include:

- **Stakeholder Database:** Track outreach and expand awareness.

- **Project Branding:** Establish a recognizable identity across materials.
- **Press Releases and Media Packets:** Introduce the project and set expectations for participation.
- **Meeting Invitations, Flyers, and Mailers:** Reach both digital and non-digital audiences.
- **Translation Services:** Eliminate language barriers and increase inclusivity.

DIGITAL ENGAGEMENT

Design Workshop has over a decade of experience using online platforms such as Bang the Table (Let's Talk) to facilitate participation beyond in-person meetings. Tools include:

- **Dedicated Project Website:** Interactive input tools and timely updates.
- **Email Blasts and Social Media Campaigns:** Expand reach and provide measurable engagement metrics.
- **FAQs, Q&As, and Live-Streamed Sessions:** Enhance transparency and build trust.
- **Community Surveys:** Use Qualtrics to gather input on priorities, needs, and experiences
- **Short Project Videos and Visual Storytelling:** Summarize progress and encourage continued involvement.

IN-PERSON ENGAGEMENT

Face-to-face interaction remains essential to trust building. Our engagement strategies combine traditional forums with fieldwork-based methods to meet people where they are. Options include:

- **Advisory Committees:** Guide policy direction and represent diverse perspectives.
- **Community Focus Groups:** Gather qualitative insights on targeted topics.
- **Open Houses and Interactive Workshops:** Capture instant feedback and build consensus with live polling.
- **Neighborhood Block Parties and Pop-Up Events:** Engage residents who may not typically participate, at parks, farmers markets, and trailheads.

- **Visual Preference Surveys and Project Installations:** Create accessible, engaging ways for participants of all ages and backgrounds to share input.

Our process emphasizes inclusivity, trust building, and continuous feedback loops. By combining digital and in-person methods, we create multiple entry points for participation and ensure the voices of historically underrepresented groups are heard. We measure and monitor participation throughout the process, providing the City with clear metrics and qualitative insights to inform decision-making.

To design and implement an equity driven planning process, we will:

- Co-create a Community Engagement Plan with City staff that targets historically underrepresented groups (Latino, immigrants, youths, seniors, low-income households).
- Employ bilingual outreach (English/Spanish) Culturally responsive materials, and trusted local ambassadors to support public events, surveys, and booths.
- Explore with leadership training 4-H youth volunteers to support engagement activities, folding them into the overall facility plan at all stages.
- Study the geospatial and demographic relationship of access to the park from adjacent neighborhoods and surrounding uses.

Specifically, our approach will include the following:

- **Focus Group discussions:** Across all of our fairground master planning projects, we've found that initiating the process with focus

group discussions consistently yields the most valuable feedback. These sessions are designed to bring together key stakeholders and interested parties in a facilitated setting to surface goals, identify gaps, and recognize existing challenges and successes. Beyond informing the plan, focus groups foster shared understanding, build connections across interest groups, and generate champions to engage throughout the planning process. This scope includes up to six (6) focus group meetings, and up to two (2) additional interviews.

- **Community Meetings:** Public meetings will be hosted throughout the planning process to invite everyone from the community to attend and provide input. The first meeting will introduce the project and review the site analysis, requesting feedback on needs and priorities for the master plan. The second community meeting will present draft alternatives. The third meeting will introduce the preferred alternative master plan.
- **Pop-up Events:** The team will provide "meeting-in-a-box," materials to support outreach at community events. Plan ambassadors will act as facilitators as opportunities arise to share the content and inform the community about the planning effort.
- **Online Survey:** Design Workshop will administer an online survey to conduct outreach to users and will run concurrent to in-person feedback opportunities to increase participation and understanding more widely throughout the community.



EVALUATION CRITERION #5

COST PROPOSAL & VALUE

South Platte River Vision and Implementation Plan, Adams County, CO

Cost Proposal

	Design Workshop	K/O Architects
Phase 1. Discovery and Assessment		
Task 1. Project Management	\$6,900	\$1,500
Task 2. Site Assessment <i>Data Collection, Site and Facility Assessment</i> <i>Site Visit</i> <i>Market Investigation/Use Analysis</i> <i>Benchmark Comparison Study</i>	\$13,750	\$21,000
Task 3. Public Engagement (Phase 1) <i>Focus Group Discussions</i> <i>Community Meeting #1</i> <i>Website Content</i>	\$14,300	\$7,000
Phase 1. Total Labor Fee	\$34,950	\$29,500
Phase 2: Track A Optimization Plan and Phase 3: Track B Visionary Concept Plan		
Task 4. Concept Design Development	\$17,600	\$22,000
Task 5. Preferred Plan Alternatives	\$9,300	\$15,500
Task 6. Draft Plan Document	\$15,800	\$8,500
Task 7. Public Engagement (Phase 2 and 3) <i>Community Meeting (#2)</i> <i>Online Survey</i>	\$22,200	\$9,050
Phase 2 and 3. Total Labor Fee	\$64,900	\$55,050
Phase 4: Implementation Strategy		
Task 8. Implementation Plan <i>Cost Analysis and Prioritization Matrix</i> <i>Phasing Plan</i> <i>Governance Structure</i>	\$12,700	\$15,500
Task 9. Final Master Plan	\$10,950	\$2,500
Task 10. Public Engagement <i>Community Meeting (#3)</i>	\$10,550	\$4,050
Task 11. Adoption	\$2,000	\$500
Phase 4. Total Labor Fee	\$37,200	\$22,550

Crossroads Consulting		Sherwood Design Engineers	Total Fees Per Task
	\$8,160	\$4,600	\$21,160
	\$40,000	\$15,400	\$90,150
	\$8,200		\$29,500
	\$56,360	\$20,000	\$140,810
		\$8,000	\$47,600
	\$3,280	\$8,000	\$36,080
			\$24,300
			\$31,250
	\$3,280	\$16,000	\$139,230
	\$14,240	\$9,800	\$52,240
		\$1,900	\$15,350
			\$14,600
			\$2,500
	\$14,240	\$11,700	\$85,690
Estimated Reimbursables			\$17,350
Total Fees			\$383,080

HOURLY RATE SCHEDULE

TEAM MEMBER	HOURLY RATE
Chris Geddes	\$250
Ashley Hejtmanek	\$200
Chip Overton	\$295
Susan Sieger	\$250
Travis Crank	\$160
Craig Clarkson	\$250
Stephanie Fleckenstein	\$240

DEMONSTRATED VALUE

The Design Workshop, K/O, and Crossroads team bring a long history of collaboration on facility plans of this scale and complexity. Together, we efficiently identify both facility and community needs through our coordinated, parallel approaches during the project discovery phase. This includes activating deep listening sessions with staff to tap into their wealth of on-the-ground knowledge, engaging meaningfully with stakeholders and the broader community, and conducting a comprehensive market analysis. This early phase ensures that we understand the precise facility programs and site amenities to plan for—before putting pen to paper or relying on preconceived notions.

CASE STUDY: DOUGLAS COUNTY

In Douglas County, this approach has proven highly effective. The Facilities Director successfully built support and momentum for implementing visionary plan ideas even before the plan's final adoption. Coordination with County Parks staff and County Commissioners aligned all parties around the relocation and replacement of ballfields to make way for facility expansion, ensuring that no user group was displaced as needs evolved. Likewise, on-site partners embraced the long-term vision, from the Extension Office's first move to the inclusion of a new non-profit partner seeking a home within the site.

The County Commissioners also joined in this visionary outlook, recognizing the Fairgrounds' proximity to Downtown Castle Rock as an opportunity to share infrastructure and strengthen connections between the two. This collaboration enhanced pedestrian mobility, expanded multi-modal connectivity, and established shared parking solutions that both support downtown businesses and alleviate event-related traffic and circulation challenges.

Collectively, the master plan has generated momentum for change and evolution, through a publicly transparent process.



APPENDIX

EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers 1 through 1 .

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP.



Original Signature by Authorized Officer/Agent

Chris Geddes

Type or printed name of person signing

Design Workshop, Inc.

Company Name

Principal

Title

720.907.9339

Phone Number

1390 Lawrence, Suite 100

Vendor Mailing Address

www.designworkshop.com

Website Address

Denver, CO 80204

City, State, Zip

Proposal is Valid for 90 days

Proposal Valid Until (at least for 90 days)

cgeddes@designworkshop.com

E-Mail Address

Project Manager:

Ashley, Hejtmanek

Name (Printed)

970.399.1409

Phone Number

22860 Two Rivers Rd, Suite 102

Vendor Mailing Address

ahejtmanek@designworkshop.com

Email Address

Basalt, CO 81621

City, State, Zip



DESIGN WORKSHOP

Chris Geddes AICP, PLA

PRINCIPAL-IN-CHARGE

Chris, a planner and urban designer, is driven by the desire to provide clients and community members a meaningful voice in the planning and design of public spaces. With over 20 years' experience, he believes that it is the responsibility of designers to draw out the desires of those who use public space, illustrate those desires in ways that all can comprehend, and engage stakeholders in a way that builds trust. Chris works on projects of all scales, from community planning to the detailed design of public spaces, and is particularly fond of projects that tackle social and physical challenges.

Chris has the ability to listen to and understand client needs, and to clearly and effectively communicate those expectations through a rigorous design process tailored to each individual project. His design and management experience includes long-range master planning, development planning, land entitlement, site and landscape design, and creation of design guidelines and standards.

Education

Master of Urban and Regional Planning, University of Colorado, Denver

Bachelor of Science in Civil Engineering, University of Colorado, Boulder

Licensure and Certifications

American Institute of Certified Planners (AICP)

Professional Landscape Architect: CO

Professional Affiliations

Downtown Denver Partnership (DDP)

- Leadership Program, Trustee
- Civic Leadership and Engagement Committee

American Planning Association (APA), Member

Urban Land Institute (ULI), Member

Awards and Honors

ALSA Colorado Honor Award, Denver's Outdoor Downtown: A Plan for Downtown's Parks and Public Spaces

Select Project Experience

National Western Center Equestrian Center and Hotel, Denver, CO

The Ranch, Larimer County, CO

Denver Parks and Recreation Strategic Acquisition Plan, Denver, CO

Denver Outdoor Downtown Plan, Denver, CO

Centennial Trails and Recreation Plan, Centennial, CO

Centennial Center Park Master Plan, Centennial, CO

Festival Park, Castle Rock, CO

Eastfield Regional Park, Mecklenburg County, NC

I-70 Cover Park, Denver, CO

Arapahoe County Open Spaces Master Plan, Arapahoe County, CO

Aravada Park, Trails and Open Space Master Plan, Aravada, CO



Education

Master of Urban and Environmental Planning with Historic Preservation Planning Concentration, University of Virginia

Bachelor of Arts in Landscape Architecture, Pennsylvania State University

Licensure and Certifications

Professional Landscape Architect: CO

American Institute of Certified Planners (AICP)

LEED® Green Associate™

Certified Construction Documents Technologist (CDT)

Professional Affiliations

American Planning Association (APA), Member

National Recreation and Park Association (NRPA), Member

Carbondale Parks and Recreation Commission, Member

Awards and Honors

ASLA Montana Idaho President's Award of Excellence for Analysis and Planning, Story Mill Community Park

DESIGN WORKSHOP

Ashley Hejtmanek PLA, AICP, LEED® GA™ PROJECT MANAGER

Ashley is a project manager and senior associate with Design Workshop. Her experiences in n fairground master planning, facility master plans, park design, and site design and implementation. Her professional interests include interactions between culture and the land and creating lasting impressions that benefit the good of the public and environment. With extensive project management experience in fairgrounds master plans, Ashley has led projects that prioritize comprehensive, community-driven strategies. Her expertise spans all phases of the planning process, from stakeholder engagement and data collection to strategic recommendation development and implementation roadmaps. She has successfully coordinated multidisciplinary teams, ensuring timelines, budgets, and quality standards are met for efficient project completion.

Select Project Experience

Fairgrounds Master Plan, Boulder County, CO

Fairgrounds Master Plan, Douglas County, CO

The Ranch, Larimer County, CO

Riverdale Regional Park and Fairgrounds, Adams County, CO.

Island Grove Regional Park (Greeley Stampede/Weld County Fair), Greeley, CO

Cheyenne Parks and Recreation Master Plan, Cheyenne, WY

Story Mill Community Park, Bozeman, MT

Fairgrounds Master Plan, Gallatin County, MT

West Gunnison Parks and Affordable Housing Master Plan, Gunnison, CO

Greeley Parks, Trails and Open Lands Master Plan, Greeley, CO

Advancing Adams: Parks, Open Space and Trails Master Plan, Adams County, CO

Matchett Park Master Plan, Grand Junction, CO

Stanley Park Schematic Design, Estes Park, CO



K/O ARCHITECTS

Chip Overton AIA, LEED® AP

ARCHITECT, FAIRGROUNDS DESIGNER

Chip is Principal and President of K/O. He will serve as Fairground Master Planner and Designer and K/O's point of contact on this project. He will be present in person or virtually at all pertinent meetings. He has had a wide variety of experience developing facility concepts on hundreds of award-winning entertainment and event destination projects for clients around the U.S. Authoring many articles and blogs, Chip is an accomplished speaker on a wide range of Fairground related topics recently conducting webinars at Regional and National conferences. A partial resume of clients is listed below. Currently he is involved in projects on both coasts of the U.S. and in States touching Canada and Mexico.

Education

Bachelor of Architecture, Iowa State University

Licensure and Certifications

Professional Architect: CO, IA, ID, ND, NM, SC, SD, WA

Professional Affiliations

International Association of Fairs and Expositions (IAFE), Member
US Equestrian Federation (USEF), Member

Select Project Experience

South Carolina State Fair Master Planning, Columbia, SC
State Fair of West Virginia Master Planning, Lewisburg, WV
South Dakota State Fair DEX Building Planning, Huron, SD
New York State Fair Expo Programming, Syracuse, NY
Kansas State Fairgrounds Master Planning, Hutchinson, KS
Colorado State Fair Master Planning, Pueblo, CO
Iowa State Fair Master Plan, Des Moines, IA
North Idaho State Fair Master Plan, Coeur d'Alene, ID
Wyoming State Fair Arena Planning and Design, Douglas, WY
Evergreen State Fair Master Planning, Monroe, WA
The Ranch Larimer County Fair Master Plan, Loveland, CO
Adams County Fair Master Planning, Brighton, CO
Eddy County Fair Master Plan, Artesia, NM
Steele County Free Fair Master Planning, Owatonna, MN
Clay County Fairgrounds Planning, Spencer, IA
Canyon County Fairgrounds Master Plan, Caldwell, ID
Benton County Fairgrounds Master Planning, Corvallis, OR
Clay County Fair Master Planning, Green Cove Springs, FL
Winston Salem Fairgrounds Master Plan, Winston-Salem, NC
Montgomery County Fairgrounds Master Planning, Dayton, OH



CROSSROADS CONSULTING

Susan Sieger

FINANCIAL CONSULTANT

Susan has 35+ years of experience in the convention, sport, entertainment, hospitality and tourism industries. She focuses on providing development planning, transaction, operational and business planning assistance to public and private sector clients. Susan has conducted more than 800 studies in the U.S. and abroad related to fairgrounds, arenas, events centers, convention/conference centers, destination marketing agencies, stadiums, amphitheaters, performing arts centers, sports complexes, and other real estate assets. She specializes in assisting clients evaluate a project's overall viability from a market and economic perspective; develop implementation strategies that move a project from concept to reality; and manage their asset in a more efficient manner that meets their desired operating objectives.

Education

Master of Sports Administration,
Ohio University

Bachelor of Arts, University of
Virginia

Professional Affiliations

International Association of Fairs
and Expositions (IAFE), Member

American Horse Council (ACH),
Member

International Association of
Venue Managers (IAVM), Member

International Association of
Exhibitions and Events (IAEE),
Member

Sports Events and Tourism
Association (SETA), Member

Select Project Experience

Market Study, Economic and Fiscal Impact Analysis and Master
Plans for:

- Adams County Fairgrounds, Brighton, CO
- Boulder County Fairgrounds, Longmont, CO
- Colorado State Fair and Fairgrounds, Pueblo, CO
- Clark County Fairgrounds, Ridgefield, WA
- Delta County Fairgrounds, Hotchkiss, CO
- Douglas County Fairgrounds, Castle Rock, CO
- Eagle County Fairgrounds, Eagle, CO
- Evergreen State Fairgrounds, Monroe, WA
- Kansas State Fair, Hutchinson, KS
- Latah County Fair and Events Center in Moscow, ID*
- Mesa County Fairgrounds, Grand Junction, CO
- Nez Perce County Fairgrounds, Lewiston, ID
- North Idaho State Fair, Coeur d'Alene, ID
- The Ranch Events Complex, Loveland, CO

Grady County Fairgrounds Economic Impact Analysis, Chickasha, OK

State Fair Park Strategic Plan and Economic Impact Analysis,
Yakima, WA



CROSSROADS CONSULTING

Travis Crank

FINANCIAL CONSULTANT

Travis focuses on market demand studies, statistical analysis, financial modeling, economic and fiscal impact analyses and performance improvement studies for various public assembly facilities around the country including fairgrounds, convention centers, conference centers, sports complexes, arenas, civic centers, amphitheaters and stadiums. Prior to joining Crossroads, Travis was a Business Intelligence Specialist at Holland & Knight LLP. This role required in-depth data research and analysis to assist the firm in acquiring additional clients and revenue generating opportunities. He also worked as an Analyst for a real estate firm, where he was responsible for client support and market research.

Education

Bachelor of Science, University of Central Florida

Professional Affiliations

International Association of Fairs and Expositions (IAFE), Member

American Horse Council (ACH), Member

American Society of Association Executives, Member

Sports Events and Tourism Association (SETA), Member

Select Project Experience

Clark County Fairgrounds Market Study and Master Plan, Clark County, WA

State Fair Park Strategic Plan and Economic Impact Analysis, Yakima, WA

Grady County Fairgrounds Economic Impact Analysis, Chickasha, OK

Boulder County Market Study and Master Plan, Boulder County, CO

Delta County Market Study and Master Plan, Hotchkiss, CO

Douglas County Fairgrounds Market Study and Master Plan, Castle Rock, CO

North Idaho State Fair Market Study and Master Plan, Coeur d'Alene, ID

Nez Perce County Fairgrounds Market Study and Master Plan, Lewiston, ID

Colorado State Fair and Fairgrounds Market Study, Master Plan and Economic and Fiscal Impact Analysis, Pueblo, CO

Latah County Fair and Events Center Market Study and Master Plan, Moscow, ID

Eagle County Fairgrounds Market Study and Master Plan, Eagle, CO

Ak-Chin's Fairgrounds Market Study and Master Plan Update, Maricopa, AZ

Wyoming State Fair and Fairgrounds Master Plan, Douglas, WY

Clay County Fairgrounds Master Plan, Green Cove Springs, FL



SHERWOOD DESIGN ENGINEERS

Craig Clarkson ^{PE} ENGINEERING PROJECT MANAGER

With over 15 years of experience as a Water Resources Engineer, Craig has extensive experience in both large scale master planning and site scale design. Craig has served as both project manager and technical lead for numerous forward thinking water resources studies and plans throughout the nation. He has served as a water resources practice lead, managing a team of engineers and scientists, working on a variety of both water and ecological driven projects. Craig's takes a holistic based approach that prioritizes resiliency and equity.

At Sherwood, Craig serves as a technical lead and project manager for a variety of water resources driven projects. His primary focus areas are as follows:

- Hydrology and Hydraulics: Modeling and Design
- Coastal Resiliency Planning and Mitigation
- Upland Flood Mitigation and Floodplain Management
- Urban Water Quality: Planning and Design

Education

Bachelor of Civil and Environmental Engineering, University of Missouri

Licensure and Certifications

Registered Professional Engineer: IA

Professional Affiliations

American Society of Civil Engineers (ASCE), Member

Water Environment Federation (WEF), Member

Associate of State Floodplain Managers (ASFM), Member

Select Project Experience

Citywide Stormwater Master Plan, Brookings, SD*

Closes Creek Stormwater Study, Des Moines, IA*

Indian Creek Master Plan, Marion, IA*

Market District, Des Moines, IA

Confidential Open Space Design, Nashville, TN

** Project experience prior to working at Sherwood*



SHERWOOD DESIGN ENGINEERS

Stephanie Fleckenstein PE

ENGINEERING PROJECT MANAGER

Stephanie serves as a Project Manager for Sherwood Design managing diverse teams of scientists, engineers, and technical experts. She brings a wealth of expertise in analyzing the behavior of rivers and water systems. Her proficiency in hydrological modeling and hydraulic analysis allows her team to develop innovative strategies for integrated water management, conservation and preservation, recreational tourism, watercraft access, multimodal trail development, and honoring inherent richness of the land and culture's history. Stakeholder engagement and active collaboration with the community is imperative to her project approach. Her projects present sustainable solutions for water management, ensuring the preservation of natural ecosystems while meeting the needs of intentional development.

Beyond her technical capabilities, she is deeply passionate about ecotourism and outdoor recreation, particularly cycling and kayaking. Her appreciation for rich experiences drives her to integrate environmental considerations into every aspect of design, viewing each project as an opportunity to not only mitigate environmental degradation but also to actively restore and enhance natural ecosystems. With a keen understanding of the ecological and economic importance of healthy river systems, Stephanie is committed to promoting sustainable tourism practices that minimize environmental impact and enhance the visitor experience. This requires ensuring safe and environmentally sensitive infrastructure that fosters outdoor recreation while preserving the integrity and behavior of river ecosystems.

Education

Master of Water Resources Management, Colorado State University

Bachelor of Environmental Engineering, University of Iowa

Licensure and Certifications

Registered Professional Engineer: IA

Professional Affiliations

Great Outdoors Foundation, Board Member

Select Project Experience

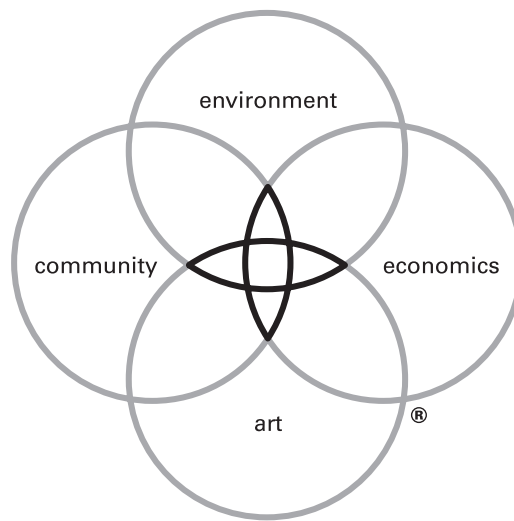
Cedar Rapids Stormwater Master Plan, Cedar Rapids, IA*

Clive Water Resources Master Plan, Clive, IA*

Citywide Stormwater Master Plan, Brookings, SD*

Market District, Des Moines, IA

** Project experience prior to working at Sherwood*



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Legacy Design is the defining element of our practice. It is our commitment to an elevated level of design inquiry to arrive at the optimal solutions for clients. The process ensures that our projects reflect the critical issues facing the built environment and that they deliver measurable benefit to clients and communities. It is the foundation of the firm's workshop culture and guides all projects.

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Council Agenda Summary

January 6, 2026

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

Title:

Resolution authorizing a Professional Services Agreement with S&P Global Ratings for Rating Evaluation Services

Summary:

City Council approval is requested to authorize a professional services agreement with S&P Global Ratings to perform a Rating Evaluation Services (RES) engagement. The RES will evaluate the potential impact of a proposed debt issuance on the City's credit profile in connection with the City's contemplated moral obligation pledge to Provident, the 501(c)(3) conduit borrower for the Catalyst Project.

The engagement will provide City staff and Council with independent, third-party analysis of rating implications under multiple issuance scenarios and guidance on appropriately sizing any required reserves. The agreement also reflects Provident's request that the City retain responsibility for the cost of the rating evaluation if the debt is ultimately not issued.

Background

The City is considering providing a moral obligation pledge in support of a debt issuance by Provident, a qualified 501(c)(3) nonprofit entity, acting as a conduit borrower for the Catalyst Project. While the debt would be issued in the name of the conduit borrower and would not constitute a general obligation or direct debt of the City, the moral obligation pledge represents a contingent credit consideration that may be reviewed by credit rating agencies.

To ensure informed decision-making and transparency, staff recommends engaging S&P Global Ratings to conduct a Rating Evaluation Services engagement prior to issuance. The RES will:

1. Evaluate the potential rating on the 501c3 bonds, and
2. Evaluate the potential impact on the City's ratings

Rating Evaluation Services (RES) Overview

Rating Evaluation Services (RES) is a formal, non-public analytical service provided by S&P Global Ratings. An RES does not constitute a public credit rating or a rating action. Instead, it provides an indicative analysis of how a proposed financing or structural change could affect an issuer's credit profile.

Through this engagement, S&P Global will:

- Analyze the proposed financing structure and the City’s moral obligation pledge
- Evaluate potential impacts on the City’s bond rating
- Provide scenario-based outcomes and qualitative feedback
- Offer guidance on reserve sizing and structural considerations to mitigate rating pressure

This information will support Council’s evaluation of risk, affordability, and long-term financial impacts prior to authorizing any future debt-related actions.

Following completion of the Rating Evaluation Services (RES) engagement, a formal bond rating will be pursued if the financing proceeds. The RES is a preliminary, non-public analysis and does not constitute a credit rating; however, it informs the structure of the transaction prior to submission for an official rating. If the City or the conduit borrower elects to move forward with the debt issuance, S&P Global Ratings would conduct a full rating review and issue a public credit rating in connection with the bonds. The cost of the RES is \$230,000, and pursuant to S&P Global’s fee structure, 40 percent of that cost will be credited toward the cost of the subsequent bond rating. The rating fee itself is estimated at 8.9 basis points of the par amount of the bonds, resulting in a partial offset to the total rating-related costs if the transaction advances beyond the RES stage.

Fiscal Impact:

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

Currently, staff does not believe there is a fiscal impact to the City’s General Fund or other City funds. The cost of the Rating Evaluation Services (RES) engagement is \$230,000, to be funded by Provident, the 501(c)(3) conduit borrower for the Catalyst Project, at debt issuance. Provident has requested that the City retain responsibility for the cost of the RES engagement in the event the debt issuance does not proceed. Staff believes this approach is reasonable given that the analysis informs the City’s credit position and policy decision regarding the moral obligation pledge. If bonds are not issued, staff will recommend using currently unallocated interest earnings from the catalyst project’s predevelopment funds, 2025 Certificates of Participation, to pay the costs that are incurred.

Approval of this agreement does not obligate the City to issue debt, provide a moral obligation pledge, or proceed with the financing.

Legal Issues:

N/A

Other issues and Considerations:

Strategic Focus Area:

Business Growth
Community Vitality
High-Performance Government
Quality of Life

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 6, 2026 with Exhibit A

CITY OF GREELEY, COLORADO

RESOLUTION NO. 6, 2026

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GREELEY AND STANDARDS & POOR GLOBAL RATINGS
FOR RATING EVALUATION SERVICES IN CONNECTION WITH THE CATALYST
PROJECT**

WHEREAS, the City Council of the City of Greeley (“City”) is considering whether to provide a moral obligation pledge in connection with a proposed debt issuance by Provident Resources Group Inc. (“Provident”), a qualified 501(c)(3) nonprofit organization acting as a conduit borrower; and

WHEREAS, the proposed debt issuance would not constitute a general obligation or direct indebtedness of the City, but the City’s moral obligation pledge represents a contingent financial consideration that may be evaluated by credit rating agencies; and

WHEREAS, the City Council desires to fully understand the potential impacts of the proposed financing on the City’s credit profile, bond rating, and related reserve requirements prior to taking any future action on the moral obligation or debt issuance; and

WHEREAS, S&P Global Ratings offers Rating Evaluation Services (“RES”), which provide a non-public, scenario-based analysis of how a proposed financing structure may affect an issuer’s credit quality and bond rating; and

WHEREAS, the proposed RES engagement will evaluate three financing scenarios, assess the potential impact on the City’s bond rating, and provide guidance on the appropriate sizing of reserves associated with the City’s contemplated moral obligation pledge; and

WHEREAS, the cost of the RES engagement is \$230,000, and forty percent (40%) of this cost will be credited toward the cost of a subsequent bond rating should the debt issuance proceed; and

WHEREAS, the costs of the RES engagement and any subsequent bond rating are intended to be paid from the proceeds of the debt issuance; and

WHEREAS, Provident as the 501(c)(3) conduit borrower requests that the City pay for the RES engagement in the event the debt issuance does not proceed, and the City Council finds this arrangement reasonable given that the analysis primarily informs the City’s credit and policy decision-making; and

WHEREAS, approval of the Professional Services Agreement for RES does not obligate the City to issue debt, provide a moral obligation pledge, or proceed with the proposed financing.

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

Section 1. The Acting City Manager is hereby authorized to execute a Professional Services Agreement with S&P Global Ratings to provide Rating Evaluation Services related to the proposed 501(c)(3) conduit debt issuance supported by a City moral obligation pledge, in substantially the form presented to City Council, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

Section 2. The Rating Evaluation Services engagement is authorized for the purpose of evaluating potential impacts to the City's bond rating, analyzing multiple financing scenarios, and informing the City Council's future consideration of any related financing or moral obligation actions.

Section 3. If the debt issuance does not proceed, the City Council authorizes expenditure of up to \$230,000 for the Rating Evaluation Services engagement, subject to appropriation.

Section 3. Nothing in this Resolution shall be construed as authorizing the issuance of debt or creating a legal or financial obligation of the City beyond the contingent terms described herein.

Section 4. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2026.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Our Ref: 006QQ00000hGL1JYAW

December 23, 2025

City of Greeley, Colorado
City Manager's Office
1000 10th Street
Greeley, CO 80631
Attention: Allena Portis, Deputy City Manager/Chief Financial Officer
allena.portis@greeleygov.com
(970) 350-9785

Re: S&P Global Ratings - Rating Evaluation Service ("RES") for City of Greeley, Colorado (Arena & Hotel P3 Project)

Dear Allena:

Thank you for your request for a rating evaluation service ("Evaluation") from S&P Global Ratings. This agreement ("Agreement"), including the attached *Terms and Conditions* and Exhibits A and B which are expressly incorporated herein and made a part of this Agreement, sets forth the terms and conditions under which S&P Global Ratings will perform the Evaluation for **City of Greeley, Colorado** ("you" or the "Client").

Exhibit A sets out what each party has agreed to provide to the other. Exhibit B sets out information relating to the fees for the Evaluation.

Please electronically sign below and return this letter via AdobeSign to indicate that the Client accepts the statements contained in this Agreement, agrees to comply in all respects with the terms and conditions in this Agreement, and acknowledges its full understanding of the scope and limitations of the Evaluation.

S&P Global Ratings is pleased to be of service to you. For more information, please visit our website at www.spglobal.com/ratings. Please do not hesitate to contact us if we can be of further assistance.

Yours sincerely,
S&P Global Ratings,
acting through
Standard & Poor's Financial Services LLC

CONFIRMED, AGREED AND ACCEPTED
BY CLIENT AS OF THE DATE FIRST ABOVE
WRITTEN
City of Greeley, Colorado

By: *Luiz Tavares*

By:

Name: Luiz Tavares
Title: Director

Name:
Title:
Date:

Enclosures: S&P Global Ratings Terms and Conditions applicable to Ratings Evaluations (Americas)

Exhibit A
S&P Global Ratings Rating Evaluation Service
Other information

Client will provide to S&P Global Ratings:

- Signed engagement letter.
- Client's pro-forma income, balance sheet and cash flow statements, if applicable.
- A detailed explanation of three hypothetical scenarios to be evaluated (including any relevant tax information) by two Rating Evaluation Committees.

S&P Global Ratings will provide to the Client in verbal and written format:

- A detailed report indicating either: (a) the result of the Evaluation based on the hypothetical scenario(s) provided to S&P Global Ratings by the Client which will be expressed in the form of an initial indicative rating outcome; or (b) if the Client has a current rating(s), the probable impact of the hypothetical scenario(s) on the Client's current rating(s) expressed in the form of an indicative rating(s) outcome, together with the supporting rationale in each case.
- An explanation of any applicable adjustments and assumptions based on the information provided to us, including if applicable, cash flows, stresses and credit support.

S&P Global Ratings may decide in its sole judgment to discontinue work on the Evaluation if information from credible sources (e.g. a filing registration or public statement by the client) indicates to S&P Global Ratings that a hypothetical scenario provided by the Client is no longer hypothetical. Further, the Client must not refer to the Evaluation (including for the avoidance of doubt, any indicative rating outcome) in the context of any debt offering (whether verbally or in any bond or bank loan documentation or marketing material or otherwise).

Services that S&P Global Ratings will not provide:

- Tax analysis of any hypothetical scenario submitted.
- Assistance in formatting or formulating a hypothetical scenario.
- Assistance in designing or structuring any securities.
- Recommendation as to the type of debt and/or equity the Client should sell or any other advice.

Exhibit B
S&P Global Ratings
Rating Evaluation Service Fees

The Client and S&P Global Ratings have agreed that the Evaluation will consist of an analysis of the hypothetical scenario(s) as noted in Exhibit A.

The fee for the Evaluation will be US\$230,000 plus all applicable value-added, sale, use and similar taxes.

An additional fee of US\$50,000 plus all applicable value-added, sale, use and similar taxes will be charged for any subsequent hypothetical scenario presented for evaluation after the second Rating Evaluation Committee.

The Client will also reimburse S&P Global Ratings for its reasonable legal fees and travel expenses, if any, incurred in connection with the services described in this Agreement.

S&P Global Ratings reserves the right to charge additional fees if details of the hypothetical scenario(s) or any data or information provided to S&P Global Ratings by the Client in connection with the Evaluation changes materially during the term of this Agreement.

S&P Global Ratings will notify the Client if the fee is expected to be higher than the amount stated above.

In the event that this Agreement is terminated by the Client after S&P Global Ratings begins its analysis or if S&P Global Ratings cannot complete the Evaluation because of lack of information and/or cooperation from the Client or a hypothetical scenario is deemed by S&P Global Ratings to no longer be hypothetical, the Client shall pay S&P Global Ratings a fee calculated on the basis of S&P Global Ratings time and effort, plus any costs and charges incurred by S&P Global Ratings to date plus all applicable value-added, sale, use and similar taxes and in any event the Client shall pay S&P Global Ratings a minimum fee of US\$172,500 plus all applicable value-added, sale, use and similar taxes. The Client agrees to pay any fees upon receipt of an invoice from S&P Global Ratings.

S&P Global Ratings will invoice the Client after the results from the first Rating Evaluation Committee have been communicated to the Client or on any earlier termination of this Agreement.

Payment of any fees is not conditioned on any particular Evaluation outcome.

**S&P Global Ratings Terms and Conditions Applicable To
Rating Evaluation Service – the Americas**

You understand and agree that:

General. The credit ratings and other views of S&P Global Ratings, including without limitation, a rating evaluation service (“Evaluation”), are statements of opinion and not statements of fact. An Evaluation and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its Evaluations and other views on information provided by you and your agents and advisors, and other information from sources it believes to be reliable, S&P Global Ratings does not perform an audit and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings’ opinions should not be relied upon in making any investment or financial decision. S&P Global Ratings does not act as a “fiduciary”, an investment advisor or risk management advisor. S&P Global Ratings neither recommends nor will recommend how you can or should achieve a particular Evaluation or credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice. To the extent permitted by applicable law, you will be liable to S&P Global Ratings and its affiliates for all Losses actually incurred and directly resulting from (x) a claim relating to S&P Global Ratings’ provision of the Evaluation, or (y) a claim that the provision by you or your authorized agents and advisors of information to S&P Global Ratings hereunder infringes or violates the intellectual property rights of a third party. For the purposes of this paragraph, “Losses” means losses, damages, liabilities, judgments, costs, charges, expenses and reasonable attorneys’ fees, including any such losses arising from claims asserted by a third party against S&P Global Ratings, in each case as finally determined by a court of competent jurisdiction in a proceeding in which you are a party. Losses do not include amounts resulting from S&P Global Ratings’ gross negligence, intentional wrongdoing or willful misconduct as finally determined by a court of competent jurisdiction in a proceeding in which you are a party.

Not a Credit Rating. An Evaluation is not a credit rating and should not be represented as a credit rating. An Evaluation is a confidential analytical service provided by S&P Global Ratings based on one or more hypothetical scenarios provided to S&P Global Ratings by a rated or unrated issuer or potential issuer that is considering strategic or financial initiatives that could impact its creditworthiness. An Evaluation does not involve surveillance.

All Credit Rating Actions and Evaluations in S&P Global Ratings’ Sole Discretion. S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook on a credit rating, or provide an Evaluation, at any time, in S&P Global Ratings’ sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or an Evaluation or a withdrawal of a credit rating, or termination of this Agreement.

Dissemination. The Evaluation, including any related letter or report, will be provided by S&P Global Ratings to you on a confidential basis. You may not disclose the Evaluation, including any related letter or report, to third parties except (i) as required by law or regulation, or for regulatory purposes, or (ii) to third parties that are bound by appropriate confidentiality obligations; and in each case, only in accordance with law and in its entirety without any changes. A breach of your obligations under this paragraph shall constitute a material breach of this Agreement. If an Evaluation is disclosed other than in accordance with this Agreement, S&P Global Ratings reserves the right to publicly comment on the Evaluation and/or publish the Evaluation or any related letter or report. S&P Global Ratings may publish explanations of S&P Global Ratings’ credit ratings criteria or rating evaluation service methodology from time to time and nothing in this Agreement shall be construed as limiting S&P Global Ratings’ ability to modify or refine its credit ratings criteria or rating evaluation service methodology at any time as S&P Global Ratings deems appropriate. The provisions of this paragraph are subject to the restrictions on disclosure of Confidential Information set forth in this Agreement.

Information to be Provided by You. For so long as this Agreement is in effect, in connection with the Evaluation provided hereunder, you will provide, or cause to be provided, as promptly as practicable, to S&P Global Ratings all information requested by S&P Global Ratings in accordance with its applicable published credit ratings criteria or rating evaluation service methodology, including the relevant hypothetical scenarios to which the Evaluation relates in writing. The Evaluation may be affected by S&P Global Ratings' opinion of the information received from you or your authorized agents and advisors. All information provided to S&P Global Ratings by you or your authorized agents and advisors regarding the Evaluation, will, as of the date such information is provided, contain no untrue statement of material fact nor omit a material fact necessary in order to make such information, in light of the circumstances in which it was provided, not misleading. A material breach of the agreements in this paragraph shall constitute a material breach of this Agreement.

Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean verbal or written information that you or your authorized agents and advisors have provided to S&P Global Ratings and, in connection with providing such information, have indicated in writing that the information is "Confidential." Notwithstanding the foregoing, information disclosed by you or your authorized agents and advisors to S&P Global Ratings shall not be deemed to be Confidential Information, and S&P Global Ratings shall have no obligation to treat such information as Confidential Information, if such information (i) was known by S&P Global Ratings at the time of such disclosure and was not known by S&P Global Ratings to be subject to a prohibition on disclosure, (ii) was known to the public at the time of such disclosure, (iii) becomes known to the public (other than by an act of S&P Global Ratings or its affiliates) subsequent to such disclosure, (iv) is disclosed to S&P Global Ratings by a third party subsequent to such disclosure and S&P Global Ratings reasonably believes that such third party's disclosure to S&P Global Ratings was not prohibited, (v) is developed independently by S&P Global Ratings or its affiliates without reference to the Confidential Information, or (vi) is approved in writing by you or your authorized agents and advisors for public disclosure. S&P Global Ratings is aware that U.S. and state securities laws may impose restrictions on trading in securities when in possession of material, non-public information and has adopted securities trading and communication policies to that effect.

S&P Global Ratings' Use of Information. Except as required by applicable law or regulation or otherwise provided herein, S&P Global Ratings shall not disclose Confidential Information to third parties.

S&P Global Ratings may use Confidential Information to (i) provide an Evaluation, as well as to make internal determinations about commercial arrangements for its Evaluation activities, (ii) assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook on a credit rating, as well as to make internal determinations about commercial arrangements for its credit rating activities, and (iii) share Confidential Information with its affiliates or agents engaged in the credit ratings business who are bound by appropriate confidentiality obligations ("Ratings Affiliates and Agents").

Subject to the other provisions herein, S&P Global Ratings may also use, and share Confidential Information with any of its affiliates or agents engaged in other financial services businesses who are bound by appropriate confidentiality obligations ("Other Affiliates and Agents", and together with Ratings Affiliates and Agents, "Affiliates and Agents"), for modelling, benchmarking and research purposes.

Subject to the other provisions herein, S&P Global Ratings may publish and/or share with its Affiliates and Agents, who also may publish, data aggregated or derived from Confidential Information, excluding data that is specific to and identifies individual debtors, customers or clients.

S&P Global Ratings acknowledges for itself and on behalf of its affiliates that you may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for S&P Global Ratings' or its affiliates' disclosure of Confidential Information in violation of this Agreement. S&P Global Ratings and its Affiliates and Agents reserve the right to use, publish, disseminate, or license others to use, publish or disseminate any non-Confidential Information provided by you, or your authorized agents and advisors.

S&P Global Ratings Not an Expert, Underwriter or Seller under Securities Laws. S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other

regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings is not an "underwriter" or "seller" as those terms are defined under applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation Sections 11 and 12(a)(2) of the U.S. Securities Act of 1933. S&P Global Ratings has not performed the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with this engagement.

Office of Foreign Assets Control. As of the date of this Agreement, (a) neither you nor any of your subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC Sanctions"), (b) you are not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of OFAC Sanctions, and (c) to the best of your knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of you is the subject of OFAC Sanctions. For the purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of you. For so long as this Agreement is in effect, you will promptly notify S&P Global Ratings if any of these circumstances change.

Entire Agreement. Nothing in this Agreement shall prevent you or S&P Global Ratings from acting in accordance with applicable laws and regulations. Subject to the prior sentence, this Agreement, including any amendment made in accordance with the provisions hereof, constitutes the complete and entire agreement between the parties on all matters regarding the Evaluation provided hereunder. The terms of this Agreement supersede any other terms and conditions relating to information provided to S&P Global Ratings by you or your authorized agents and advisors hereunder, including without limitation, terms and conditions found on, or applicable to, websites or other means through which you or your authorized agents and advisors make such information available to S&P Global Ratings, regardless if such terms and conditions are entered into before or after the date of this Agreement. Such terms and conditions shall be null and void as to S&P Global Ratings.

Limitation on Damages. S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with an Evaluation or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any person asserting claims on your behalf, directly or indirectly, for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the Evaluation provided hereunder or the related analytic services even if advised of the possibility of such damages or other amounts except to the extent such damages or other amounts are finally determined by a court of competent jurisdiction in a proceeding in which you and S&P Global Ratings are parties to result from gross negligence, intentional wrongdoing or willful misconduct of S&P Global Ratings. In furtherance and not in limitation of the foregoing, S&P Global Ratings will not be liable to you, your affiliates or any person asserting claims on your behalf in respect of any decisions alleged to be made by any person based on anything that may be perceived as advice or recommendations. In the event that S&P Global Ratings is nevertheless held liable to you, your affiliates, or any person asserting claims on your behalf for monetary damages under this Agreement, in no event shall S&P Global Ratings be liable in an aggregate amount in excess of the aggregate fees paid to S&P Global Ratings for the Evaluation giving rise to the cause of action except to the extent such monetary damages directly result from S&P Global Ratings' intentional wrongdoing or willful misconduct. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party waives any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Termination of Agreement. This Agreement may be terminated by either party at any time upon written notice to the other party. Except where expressly limited to the term of this Agreement, these Terms and Conditions shall survive the termination of this Agreement.

No Third-Party Beneficiaries. Nothing in this Agreement, or the Evaluation when provided, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the Evaluation. No person is intended as a third-party beneficiary of this Agreement or of the Evaluation when provided.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns. Subject to the limitations contained in this Agreement, S&P Global Ratings shall be liable for the conduct of its affiliates that would otherwise constitute a breach of the terms of this Agreement if S&P Global Ratings had engaged in such conduct itself.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Amendments. This Agreement may not be amended or superseded except by a writing that specifically refers to this Agreement and is executed manually or electronically by authorized representatives of both parties.

Governing Law. This Agreement and any related letter or report shall be governed by the internal laws of the State of New York. The parties irrevocably agree that the state and federal courts of New York located in the County of New York shall be the exclusive forums for any dispute arising out of or relating to this Agreement or any related letter or report and the parties hereby consent to the personal jurisdiction of such courts.

S&P Global Ratings
Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix (“Appendix”) is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the “Agreement”) between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing", "process", "special categories of personal data," "joint controller" and analogous or equivalent terms shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"Applicable Data Protection Law" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) ("**GDPR**") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice of other countries;

"Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"Controller-to-Controller Standard Contractual Clauses" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj), as completed in the form available at: https://www.spglobal.com/assets/documents/ratings/ratings_scc_controller_to_controller_final.pdf, and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the **"Data Exporter"** and S&P Global Ratings is the **"Data Importer"**;

"Data" means Analytical Data and Client Data;

"Destination Jurisdiction" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction;

"Origin Jurisdiction" means any jurisdiction that requires additional safeguards in order to lawfully transfer personal data to a Destination Jurisdiction, including but not limited to the following jurisdictions: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;

"Permitted Purpose" means processing in accordance with Applicable Data Protection Law:

- (A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the **"Services"**) to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;
- (B) of personal data by you to access and use the Services;

"Restricted Transfer" means a transfer of personal data (including making personal data available by remote access or otherwise) in respect of which additional safeguards are required under Applicable Data Protection Law in order to lawfully transfer that personal data, such as a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;

"Standard Contractual Clauses" means the relevant standard contractual clauses as set forth at https://www.spglobal.com/assets/documents/ratings/sccl/landing_page.pdf; and

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner's Office under S119A(1) Data Protection Act 2018, effective March 21, 2022, completed in the form available at https://www.spglobal.com/assets/documents/ratings/uk_addendum_for_client_agreements.pdf.

3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose. You confirm that you are entitled to provide Data to S&P Global Ratings for the Permitted Purpose, including obtaining data subject consent where required by Applicable Data Protection Law.
4. **Relationship of the parties:** Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.
5. **Notifications:** Where required by applicable law, each party (**"Notifier"**) will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred by the other party to the Notifier under this Appendix which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.
6. **Use and Restrictions on Use:** Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.
7. **Security:** The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.
8. **International Transfers of Data:**
 - 8.1 This Clause 8 and the relevant Standard Contractual Clauses, as modified by the UK Addendum where required by Applicable Data Protection Law, shall apply only with respect to Data transferred from or relating to residents of an Origin Jurisdiction to S&P Global Ratings and its affiliates in a Destination Jurisdiction.

- 8.2 S&P Global Ratings may process (or permit to be processed) any Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Data provided that it does so in accordance with Applicable Data Protection Law.
- 8.3 To the extent required under Applicable Data Protection Law, the relevant Standard Contractual Clauses (as set forth at https://www.spglobal.com/assets/documents/ratings/scc_landing_page.pdf) shall: (i) apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers by you (as Data Exporter) to S&P Global Ratings (as Data Importer); (ii) be deemed to be populated with your details as set out in the Agreement; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by you executing the Agreement.
- 8.4 To the extent that the Controller-to-Controller Standard Contractual Clauses apply between S&P Global Ratings and you:
- (a) Where the Origin Jurisdiction is not within the European Economic Area, the Controller-to-Controller Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law requires, and in particular references within the Controller-to-Controller Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires and (iv) shall be interpreted as modified by the UK Addendum where required by Applicable Data Protection Law;
 - (b) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and
 - (c) If the Controller-to-Controller Standard Contractual Clauses are amended or replaced, the parties agree to take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.
- 8.5 To the extent permissible by law, the terms of the Agreement and this Appendix, including without limitation in relation to the parties' liability to each other, shall also apply in relation to the Standard Contractual Clauses.
9. **Survival:** This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.



Council Agenda Summary

January 6, 2026

Key Staff Contact: Michael Franke, Planner II

Title:

Resolution adopting the 2026 Three-Mile Plan for the City of Greeley, Colorado

Summary:

The City of Greeley (the “City”) is exploring possible annexation of property currently located outside the City’s current municipal boundary, the City’s Long Range Expected Growth Area (LREGA), and the 2025 City of Greeley Three-Mile Plan to advance the health, safety, and welfare of the City of Greeley. This property is referred to as the “GWIP/BROE” site (see attachments for exact property location). A Three-Mile Plan provides the legal ability to annex lands outside a city’s current municipal boundary, but no more than three miles from such boundary in any one year pursuant to Colorado State Statute, C.R.S § 31-12-105(e) This legislation requires municipalities to adopt an annexation master plan, commonly known as the Three-Mile Plan, prior to the completion of any annexation. If the municipality’s master or comprehensive plan covers the elements required by this legislation, it will suffice as the Three-Mile Plan.

The statute provides that the Three-Mile Plan shall “generally describe the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area” (C.R.S § 31-12-105). These elements are applied to a municipality as applicable. Since legislation requires these services to be “generally described”, the proposed services and land uses stated in the Three-Mile Plan may be overridden by any other formally adopted plan prescribing services and land uses within the Three-Mile Plan. A Three-Mile Plan is not a plan in and of itself but rather a document that identifies all the plans the city has conducted regarding the services and proposed land uses identified in C.R.S. § 31-12-105 for the land area. This also includes plans other jurisdictions and entities have implemented as applicable to the geography of the Three-Mile Plan.

When adopted, the 2018 Imagine Greeley Comprehensive Plan (the “Comprehensive Plan”) satisfied the City’s Three-Mile Plan obligations in 2018, since it included the proposed Three-Mile Plan services required per C.R.S. § 31-12-105. The Comprehensive Plan has not undergone amendment since adoption, and the current 2025 City of Greeley Three-Mile Plan (Res. No. 23, 2025) does not include the GWIP/BROE property. Given the City’s initiatives to create sub-area plans to capture the expected growth and needs of specific areas of the City, staff will not be pursuing an entire Comprehensive Plan update at this time. The updated 2026 City of Greeley Three-Mile Plan will replace the 2025 City of Greeley Three-Mile Plan and provide the opportunity for the City to annex land outside the current municipal boundaries, including the GWIP/BROE site, but no more than three miles from the current municipal boundary in any one year, to advance the vitality of the community.

According to the Department of Local Affairs (DOLA), “The failure to have a plan prior to the

completion of an annexation could open a municipality up to litigation. Colorado law limits those who have a right to challenge annexations to property owners within the annexed area, the county(ies) in which the land is located and neighboring municipalities within one mile. The City wants to ensure any effort to annex land complies with local, state, and federal legislation regarding annexation of property.

The 2026 City of Greeley Three-Mile Plan will ensure annexation efforts are aligned with state law, and the City will continue to update its Three-Mile Plan on an annual basis. Please refer to the attached documents referencing the 2026 City of Greeley Three-Mile Plan.

The City of Greeley Three-Mile Plan references and illustrates plans, policies, maps, and other documents adopted by the City of Greeley which generally describe the locations, character, and extent of transportation facilities, parks, infrastructure and proposed land uses required, and is organized into the following categories:

Proposed Land Uses;
Parks, Natural Areas, and Open Lands;
Transportation; and
Utilities and Infrastructure

The City of Greeley Three-Mile Plan may also refer to other plans and policies adopted by neighboring jurisdictions or organizations that provide contextual guidance as they overlap with the City of Greeley Three Mile Plan study area.

This Plan was presented to the Planning Commission on December 9, 2025, and the meeting details and attachments can be found here: [December 9, 2025, Planning Commission Meeting](#).

Fiscal Impact:

No Fiscal Impact

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality
Community Development
Long Range Planning

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 7, 2026 with Exhibit A
2. Staff Report
3. Town of Windsor - City of Greeley Three Mile Plan Referral 2025
4. Town of Windsor - Great Western Industrial Park Serial Annexations
5. 12.9.2025 Draft Planning Commission Minutes

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 7, 2026**

**RESOLUTION ADOPTING THE 2026 THREE-MILE PLAN FOR THE
CITY OF GREELEY, COLORADO**

WHEREAS, the City of Greeley, Colorado (the “City”) is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the City’s Home Rule Charter; and

WHEREAS, Imagine Greeley: The City of Greeley Comprehensive Plan (2018) (the “Comprehensive Plan”) was last updated, approved and adopted by City Council on February 6, 2018, pursuant to Ordinance No. 4, 2018; and

WHEREAS, the City’s Long Range Expected Growth Area (“LREGA”) as set forth in the Comprehensive Plan had previously served as the City’s Three-Mile Plan, until the adoption of a Three-Mile Plan on June 17, 2025, pursuant to Resolution No. 23, 2025 (the “2025 City of Greeley Three-Mile Plan”); and

WHEREAS, Section 31-12-105(1)(e), C.R.S., provides that, for purpose of annexation, each municipality shall annually prepare a plan for the geographic area within three miles in any direction from the municipality’s borders generally describing the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area (“Three-Mile Plan”); and

WHEREAS, the City is updating its Three-Mile Plan to satisfy statutory requirements for the annexation of new lands beyond the City’s current municipal limits and 2025 City of Greeley Three-Mile Plan, but no further than three miles beyond the current municipal limits, generally describing the infrastructure, parks, transportation and land uses for such lands; and

WHEREAS, the 2026 City of Greeley Three-Mile Plan includes without limitation a focus on one additional property area: GWIP/BROE Site. The GWIP/BROE site is located generally east of State Highway 257, south of Eastman Park Drive, and west of Great Western Drive, the area is more particularly described in the attached **Exhibit A**; and

WHEREAS, to comply with the statutory directive, City Council desires to adopt the 2026 City of Greeley Three-Mile Plan.

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

The 2026 City of Greeley Three-Mile Plan, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved and adopted.

This Resolution shall become effective immediately upon its passage.

PASSED, AND ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2026.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Three Mile n

Community Development

City of Greeley

202

Table of Contents

- I. Purpose of the Three Mile Plan
- II. Description of Three Mile Plan Areas
- III. Elements of the Three Mile Plan
 - a. Proposed Land Use
 - b. Parks, Natural Areas, and Open Lands
 - c. Transportation
 - d. Utilities

ATTACHMENT A: Three Mile Plan Boundary Map

ATTACHMENT B: Proposed Land Use and Parks, Natural Areas, Open
Lands Maps

ATTACHMENT C: Transportation Maps

ATTACHMENT D: Utilities Maps

Introduction

Purpose of the Three Mile Plan:

The City of Greeley Three Mile Plan is a reference document of approved plans and policies describing the infrastructure, land use, and provision of services for areas of potential annexation. Pursuant to state law, the City must have in place a Three Mile Plan that generally describes infrastructure development expectations for the land including the proposed land uses (see, C.R.S. § 31-12-105(1)(e)(I)).

The Three Mile Plan must generally describe the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities and terminals for water, light, sanitation, transportation and power to be provided by the municipality, as applicable, and the proposed land uses for the area.

The Three Mile Plan takes a much broader approach to the annexation and development of land than a specific annexation impact report and ensures proposed annexations are consistent with the City's comprehensive plan and other annexation and land development policies. Upon adoption, updates to the Three-Mile Plan are routine and occur on an annual basis.

Description of the Three Mile Plan Areas:

The City of Greeley Three Mile Plan references and illustrates adopted plans, policies, maps, and other documents adopted by the City of Greeley which generally describe the locations, character, and extent of land uses, transportation facilities, and infrastructure required by State Statute Section 31-12-105. The City of Greeley Three Mile Plan is organized into the following categories:

Proposed Land Uses:

Parks, Natural Areas, and Open Lands:

Transportation:

Utilities and Infrastructure:

The Three Mile Plan may also refer to other plans and policies adopted by neighboring jurisdictions or organizations that provide contextual guidance as they overlap with the City of Greeley Three-Mile Plan study area.

Elements of the Three Mile Plan

Proposed Land Uses:

- I. Land Uses Defined within the Long Range Expected Growth Area (LREGA):
 - City of Greeley Development Code
 - Existing Urban Land Uses
 - Existing Zoning of Land Available for Future Growth
 - Developed Land
 - Gravel Resources and Mining
 - Greeley Opportunity Areas
 - Greeley – Windsor Intergovernmental Agreement
 - Imagine Greeley Comprehensive Plan
 - Intergovernmental Agreements (IGA):
 - Greeley – Evans - Kersey IGA
 - Greeley – North Weld Water District IGA
 - Greeley - Weld IGA
 - Greeley – Windsor IGA
 - Greeley – Windsor - Severance IGA
 - Land Available for Future Growth
 - Land Use Guidance Map
 - Subarea & Neighborhood Plans:
 - 10th Street Corridor Neighborhood Study
 - 2017 10th Street Study Report Card
 - Arlington Neighborhood Study
 - Bella Romero Maps and Photos
 - Cranford Neighborhood Profile
 - East Greeley-Weld Subarea Study Summary
 - East Maplewood Neighborhood Study
 - East UNC Neighborhood Study
 - Entryway Master Plan
 - Greeley North Subarea Plan (FUTURE)
 - Greeley West Subarea Plan (FUTURE)
 - Greeley Weld County Area Study and Plan Toolkit
 - Jackson Field Neighborhood Study
 - John Evans Neighborhood Plan
 - John Evans Neighborhood 2017 Report Card
 - Mercado District Design Standards
 - North Downtown Neighborhood Study Area
 - Parkview Neighborhood Study
 - Sunrise Neighborhood Study
 - Sunrise Neighborhood Study 2017 Report Card
 - UNC Area Study
 - UNC Neighborhood 2017 Report Card

II. Land Uses Outside the LREGA:

- City of Evans Comprehensive Plan
- City of Evans Zoning Code
- City of Loveland Three Mile Plan
- City of Loveland Comprehensive Master Plan
- Greeley – Windsor Intergovernmental Agreement
- Northern Colorado Community Separator Study
- Town of Eaton Comprehensive Plan
- Town of Eaton Zoning Code
- Town of Johnstown Comprehensive Plan
- Town of Johnstown Zoning Code
- Town of Kersey Comprehensive Plan
- Town of Kersey Land Use Code
- Town of Severance Comprehensive Plan
- Town of Severance Zoning Code
- Town of Windsor Comprehensive Plan
- Town of Windsor Zoning Code
- Weld County Comprehensive Plan
- Weld County Zoning Code

Parks, Natural Areas, and Open Lands:

- 2018 Imagine Greeley Comprehensive Plan
- City of Evans Open Space and Trails Master Plan
- City of Evans Parks & Recreation Master Plan
- Explore Greeley Webmap
- Get Outdoors Greeley Strategic Plan
- Greeley Conceptual Trails Plan
- Greeley-Evans District 6 Facilities Master Plan
- Greeley-Evans District 6 Innovation 2030 Strategic Plan
- Greeley Parks and Trails Master Plan
- Greeley Poudre River Restoration initiative
- Greeley Share the Shade Forestry Program
- Greeley Urban Forest Strategic Plan
- Greeley Water Conservation Programs
- Greeley Water Efficiency Plan
- Poudre Ponds Project
- Subarea & Neighborhood Plans:
 - 10th Street Corridor Neighborhood Study
 - 2017 10th Street Study Report Card
 - Arlington Neighborhood Study
 - Bella Romero Maps and Photos
 - Cranford Neighborhood Profile

- East Greeley-Weld Subarea Study Summary
- East Maplewood Neighborhood Study
- East UNC Neighborhood Study
- Entryway Master Plan
- Greeley North Subarea Plan (FUTURE)
- Greeley West Subarea Plan (FUTURE)
- Greeley Weld County Area Study and Plan Toolkit
- Jackson Field Neighborhood Study
- John Evans Neighborhood Plan
- John Evans Neighborhood 2017 Report Card
- Mercado District Design Standards
- North Downtown Neighborhood Study Area
- Parkview Neighborhood Study
- Sunrise Neighborhood Study
- Sunrise Neighborhood Study 2017 Report Card
- UNC Area Study
- UNC Neighborhood 2017 Report Card
- Stormwater Drainage Design Criteria Manual
- Town of Eaton Parks Master Plan
- Town of Johnstown Parks, Trails, Recreation, and Open Space Plan
- Town of Windsor Open Space and Trails Strategic Plan
- Town of Windsor Parks, Recreation & Culture Strategic Plan
- Weld County Comprehensive Plan

Transportation:

- 1041 Regulations
- 2016 Transit Strategic Plan
- 2018 Greeley Bike Map
- 2023 Traffic Counts
- 2035 Comprehensive Transportation Plan
- 2045 Transportation Plan (Weld County)
- 2045 Upper Front Range Regional Transportation Plan
- 2050 Regional Transportation Plan (North Front Range MPO)
- Bicycle Master Plan
- CDOT Bikeability Checklist
- CDOT US 392 Environmental Overview Study
- CDOT Walkability Checklist
- City of Evans Multi-Modal Transportation Plan
- City of Evans Transportation Master Plan
- COG Corridor Standards
 - Roadways
 - Signs
 - Right-of-Way Features

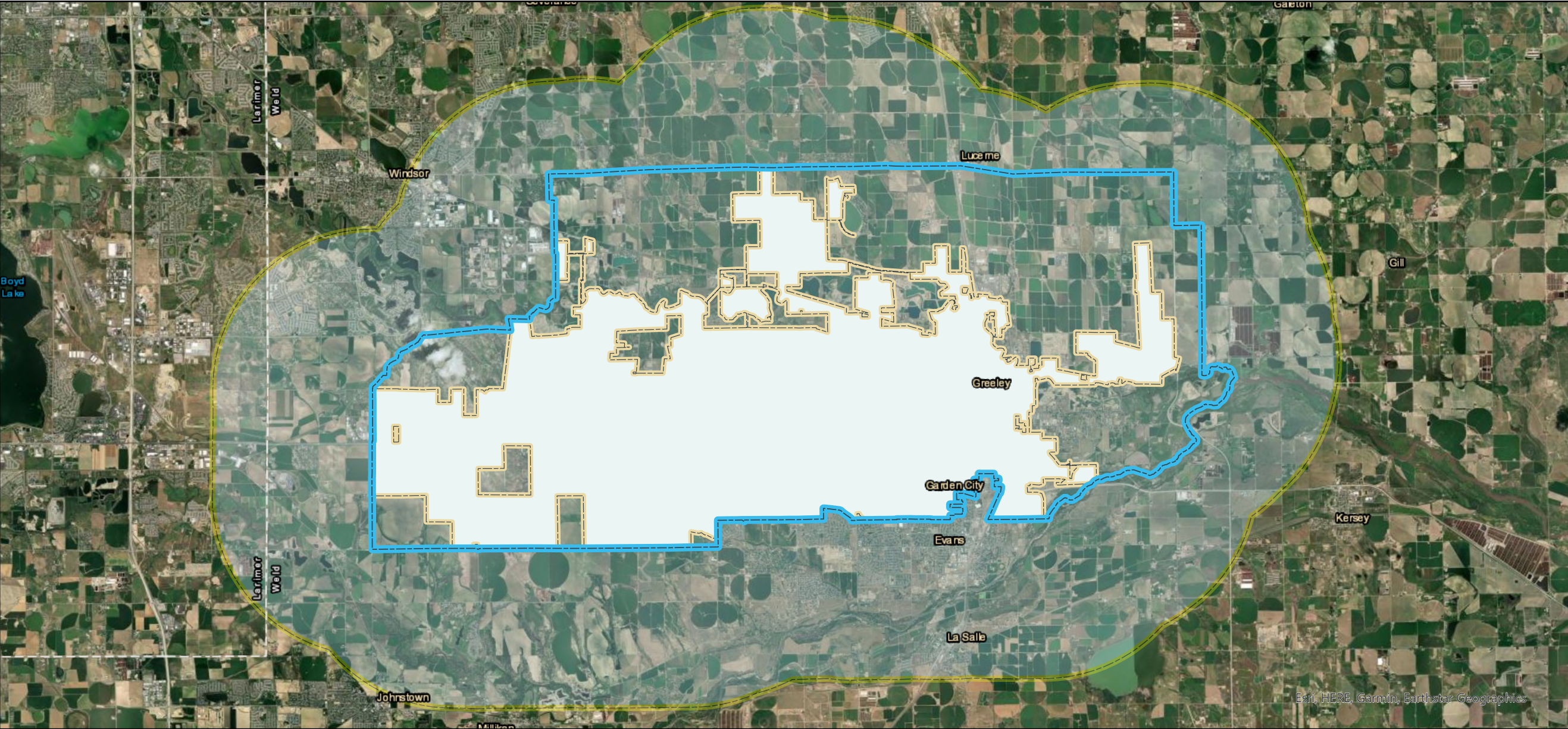
- Utilities
- Downtown Development Authority Downtown Public Parking Map
- Freedom Parkway Access Control Plan
- Greeley 2021 Transportation Safety Report
- Greeley On The Go Master Transportation Plan
- Greeley Regional Interchange Project (GRIP)
- Greeley – Weld Airport Master Plan
- Imagine Greeley Comprehensive Plan
- Keep Greeley Moving Program
- MERGE – Mobility Expansion for Regional Growth and Equity Project
- State Highway 392 Access Control Plan
- Street Manual
- Street Standard Details
- Town of Windsor Transportation Master Plan
- Transportation Impact Studies Criteria 2019
- US 34 Business Access Control Plan
- University of Northern Colorado Transportation/Parking and Circulation Master Plan
- Vision Zero Safety Action Plan
- Weld County Functional Classification Map
- Weld County Parkway Access Control Plan

Utilities and Infrastructure:

- 1041 Regulations
- 2018 Imagine Greeley Comprehensive Plan
- 2023 Water and Sewer Design Criteria and Specifications
- 2024 Drinking Water Quality Report
- Bellvue Pipeline Project
- Chimney Hollow Reservoir Project
- City of Evans Community Master Plan
- City of Evans Municipal Water Efficiency Plan
- City of Evans Stormwater Utility Master Plan
- Drainage Basin Master Plans
 - 28th Avenue
 - East Greeley East Memorial
 - Grapevine
 - Greeley No. 3 Ditch
 - Oklahoma Reach 100-600
 - Oklahoma Reach 700-800
 - Sheep Draw Basin Report
 - Sharktooth Bluffs
- Greeley Energy Action Plan
- Greeley Municipal Code - Floodplains
- Greeley Non-Pot Water Master Plan

- Greeley Sanitary Sewer Master Plan
- Greeley Water Conservation Programs
- Greeley Water Efficiency Plan
- Greeley Water Master Plan
- Greeley Wastewater Master Plan
- Greeley Water Treatment and Nutrient Master Plan
- North Weld County Water District Water Conservation Plan
- Poudre Ponds Project
- Stormwater Drainage Design Criteria Manual
- Terry Ranch Project
- Town of Windsor Master Drainage Plan
- Town of Windsor Municipal Water Efficiency Plan
- Town of Windsor Non-Potable Design Standards
- Town of Windsor Non-Potable Water System Map
- Town of Windsor Potable Water Master Plan
- Weld County Comprehensive Plan
- Xcel Energy Clean Energy Plan
- Xcel Energy Northern Colorado Area Plan – Ault to Cloverly Transmission Project

City of Greeley Three Mile Plan Boundary



- Three Mile Plan Buffer
- Long-Range Expected Growth Area (LREGA)
- Greeley City Limits



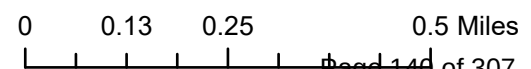
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 Carestream Site Location

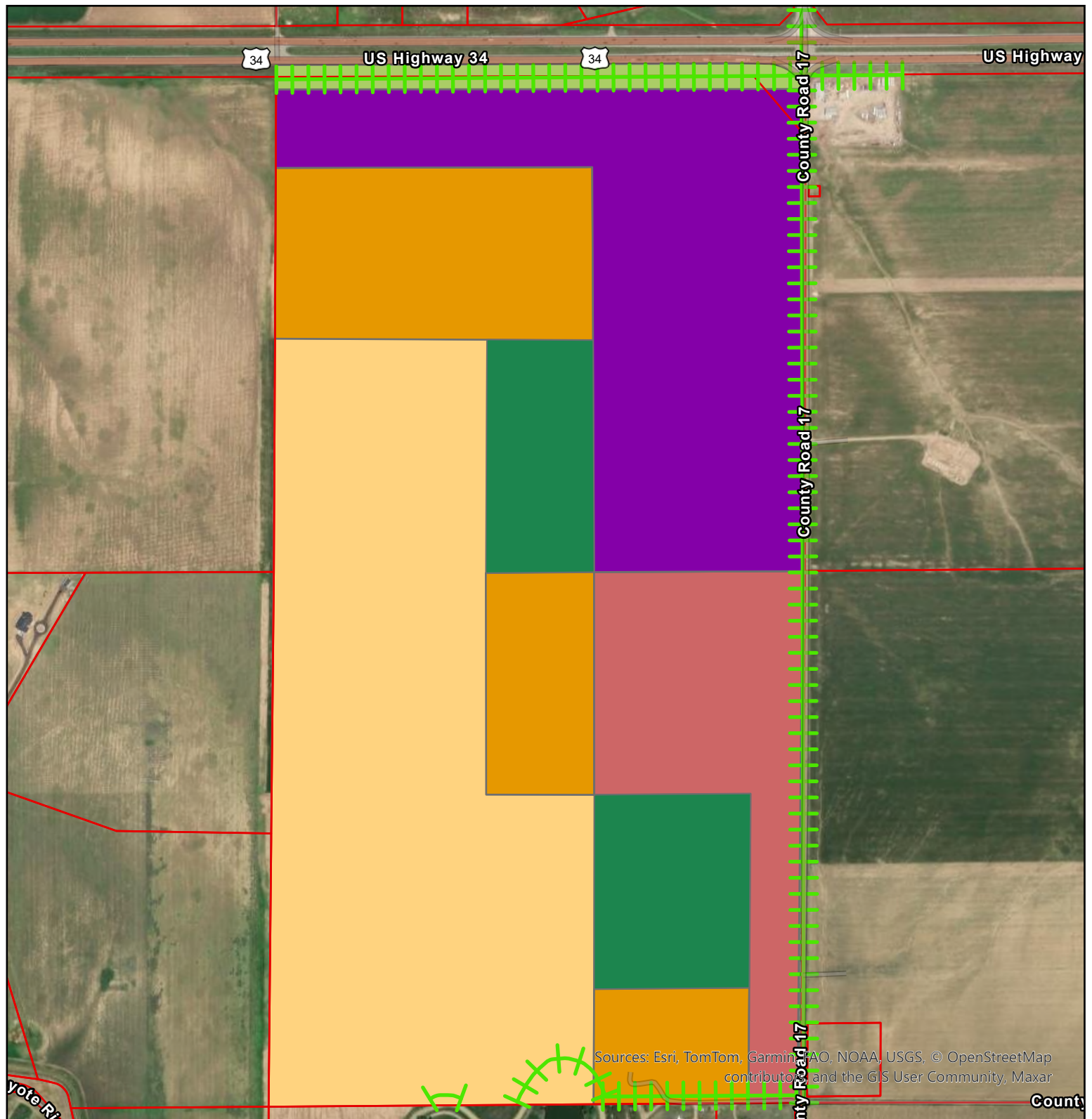
 Greeley City Limits

 Long Range Expected Growth Area (LREGA)

-

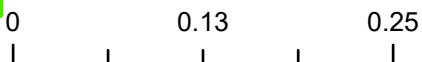


Conceptual Land Use Map - Hankins Farm Site

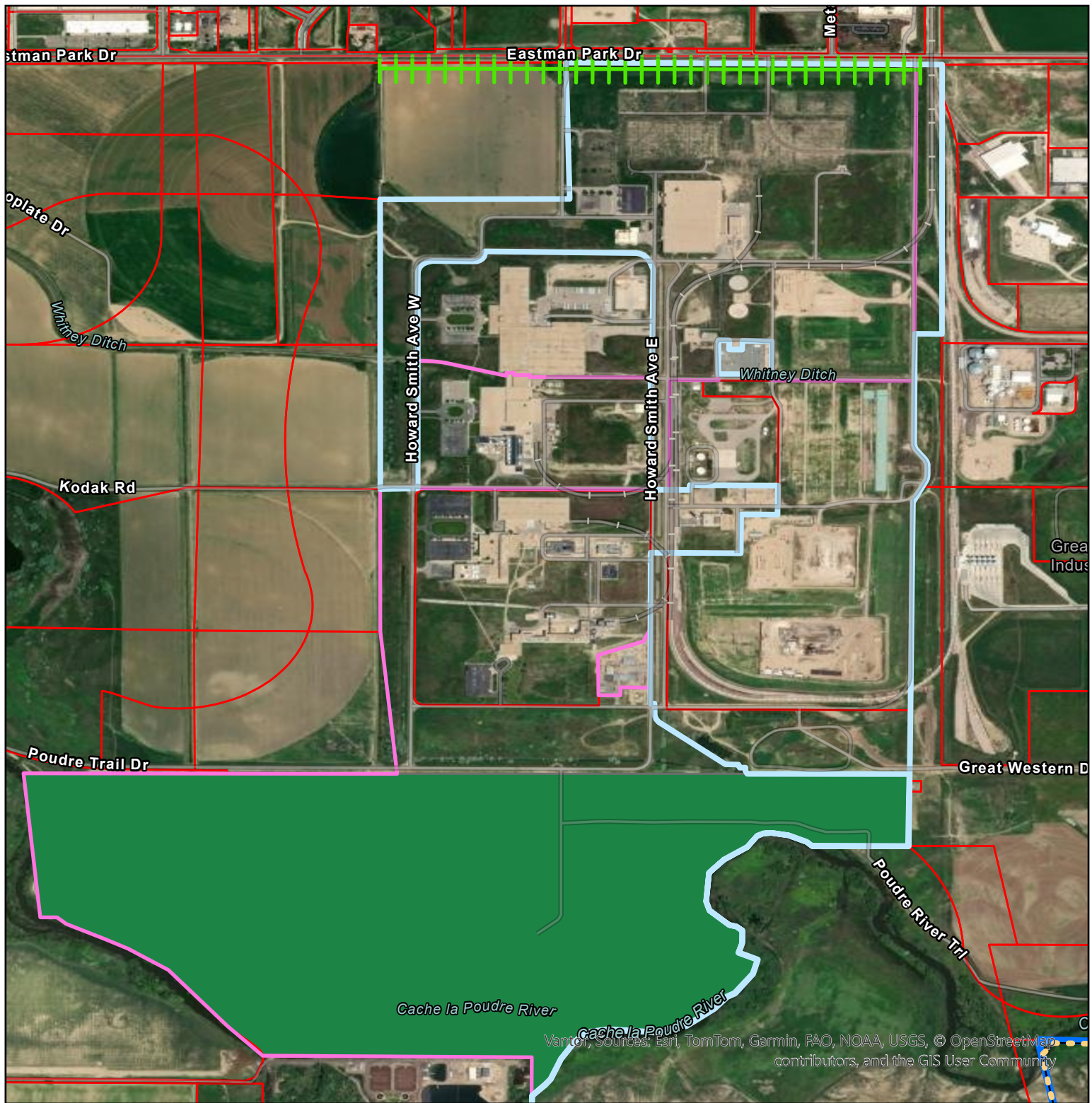


Legend

-  Parcels
  Entryway Character Corridor
  Parks, Open Spaces, and Natural Areas
  Commercial, Employment, and Industrial Area
  Mixed Use High Intensity
  Mixed Use Low Intensity
  Suburban
  Trail Corridors



City of Greeley Three-Mile Plan: Conceptual Parks/Natural Areas Map - Carestream & GWIP Sites

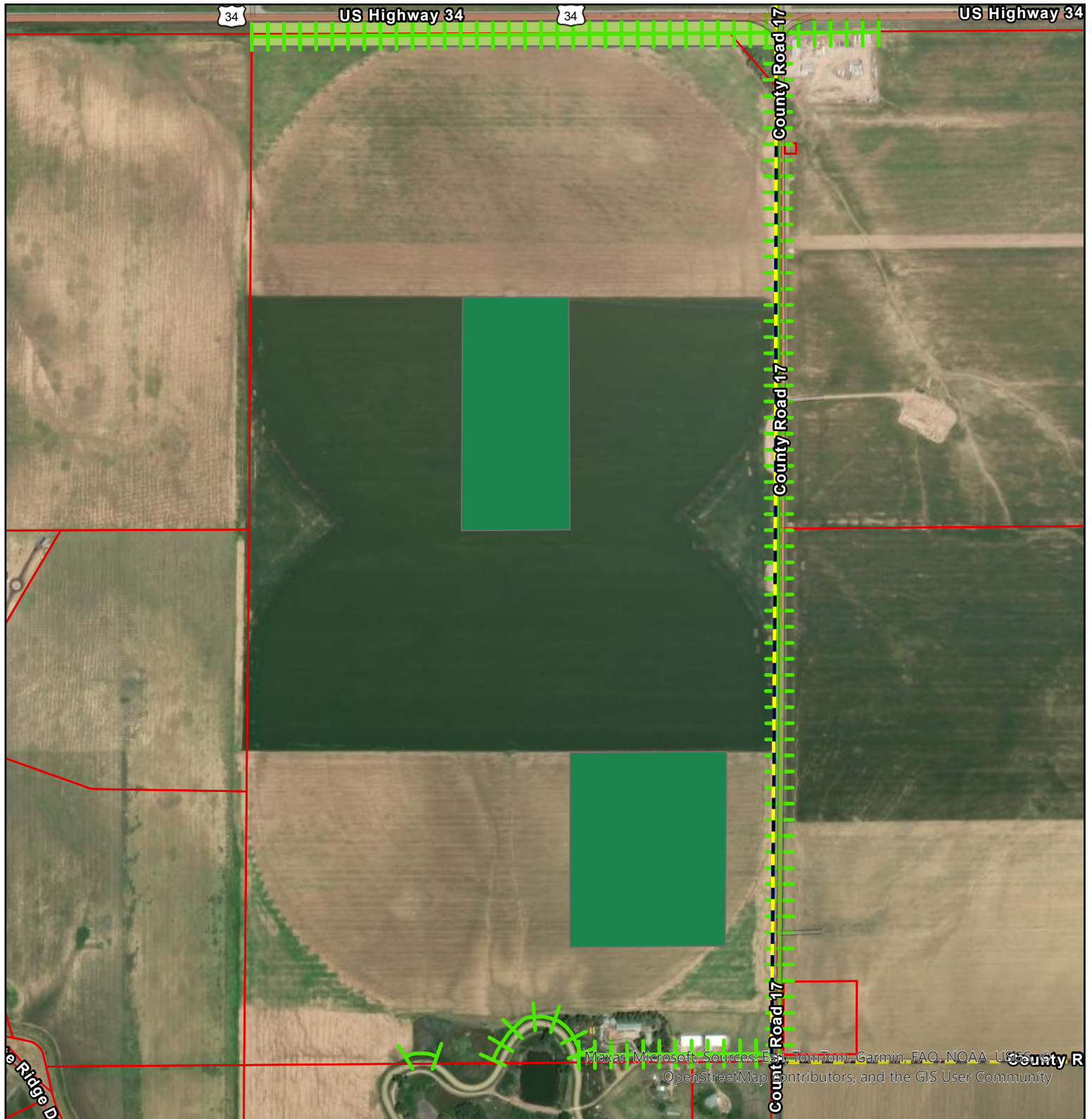


Legend

- Carestream Site Location
- GWIP Site Location
- Greeley City Limits
- Long Range Expected Growth Area (LREGA)
- Parcels
- Parks, Open Spaces, and Natural Areas
- Trail Corridors

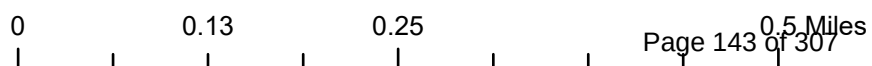


City of Greeley Three-Mile Plan:
Conceptual Parks, Open Spaces, Natural Areas Map - Hankins Farm Site

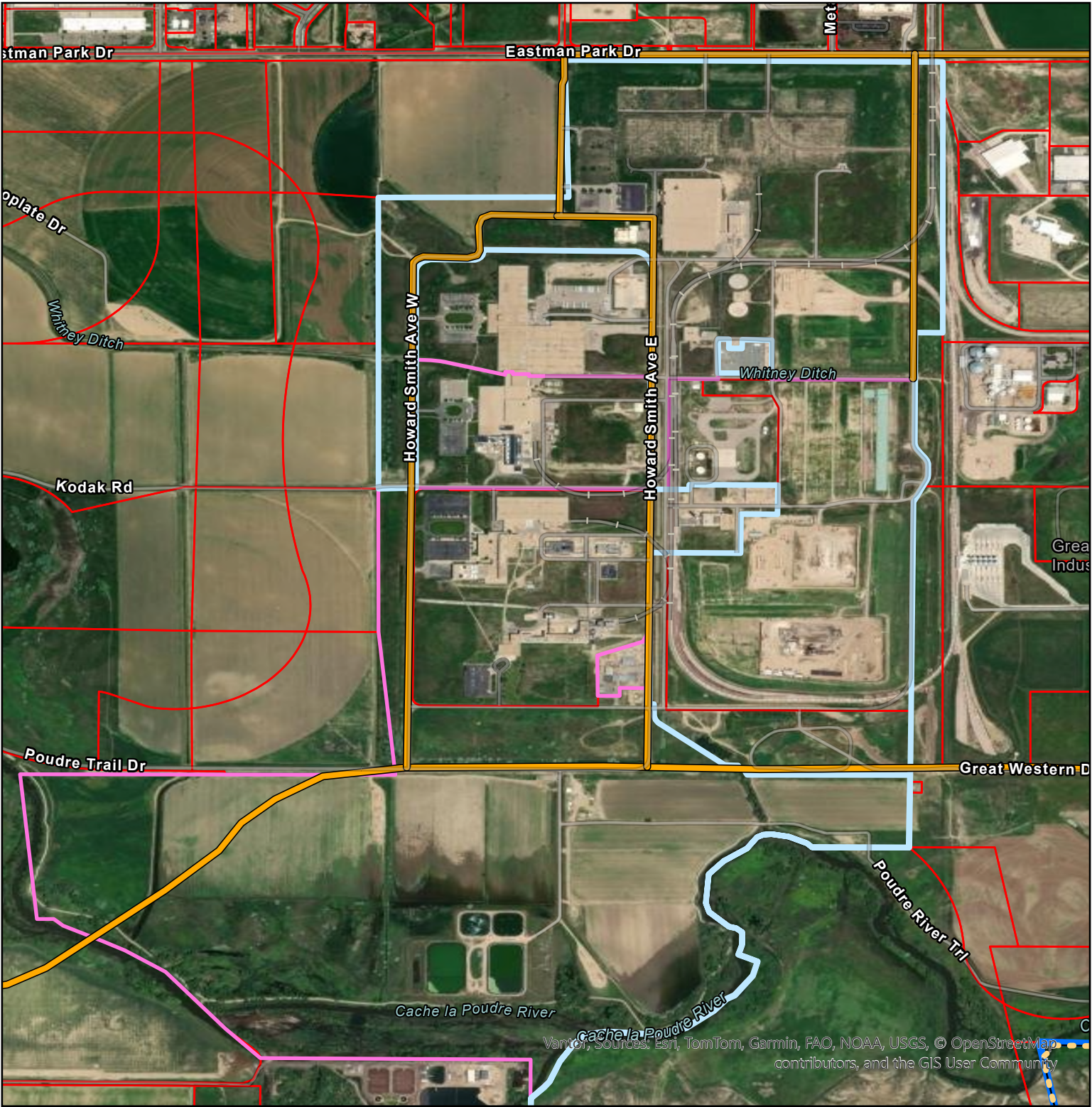


Legend

-  Parcels
  Trail Corridors
-  Entryway Character Corridor
  Long Range Expected Growth Area
-  Parks, Open Spaces, and Natural Areas
  Greeley City Limits



City of Greeley Three-Mile Plan: Conceptual Transportation Map - Carestream & GWIP Sites

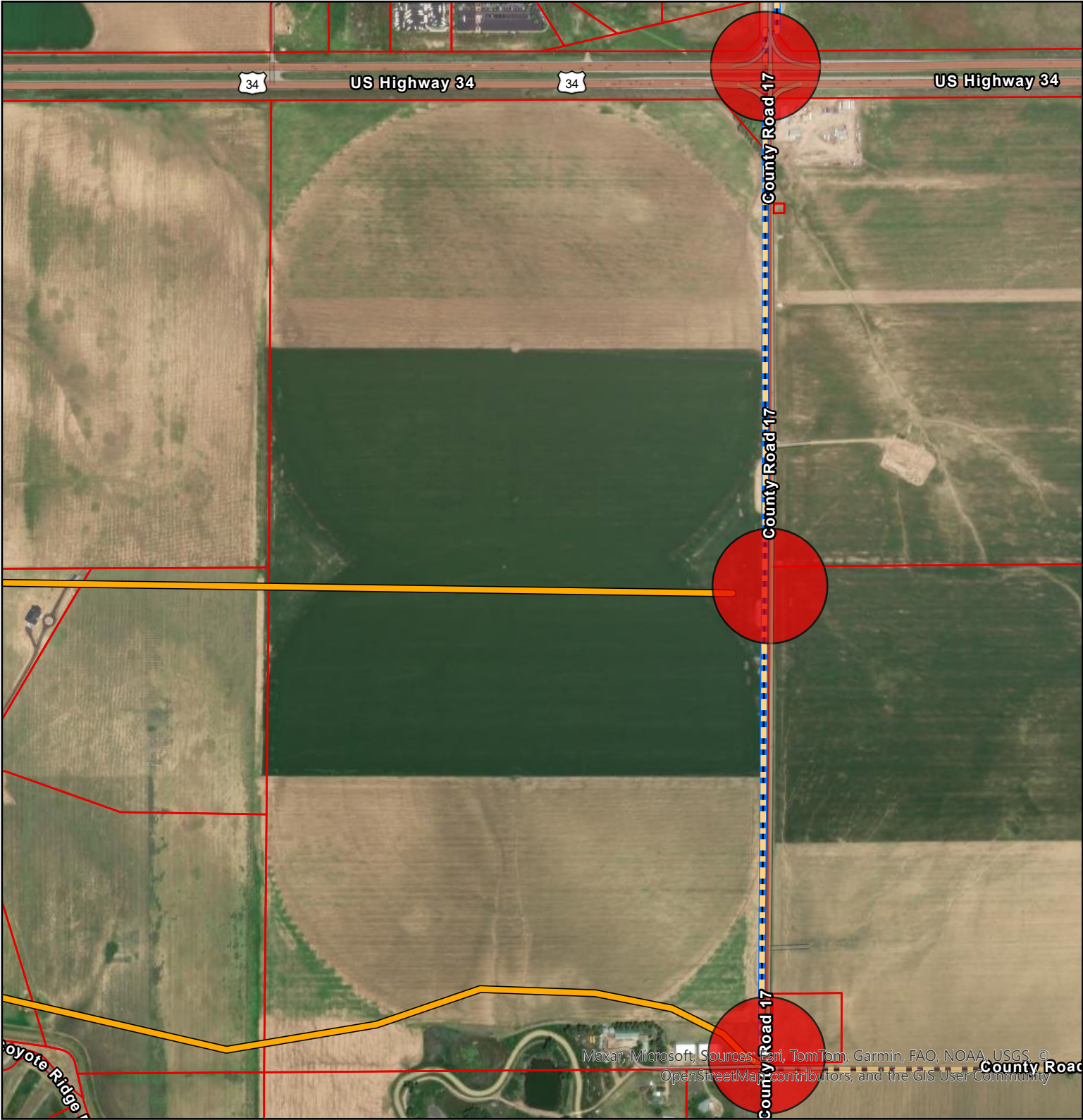


Legend

- Carestream Site Location
- GWIP Site Location
- Greeley City Limits
- Long Range Expected Growth Area (LREGA)
- Parcels
- Proposed Arterial or Collector Street Network



City of Greeley Three-Mile Plan: Conceptual Transportation Map - Hankins Farm Site

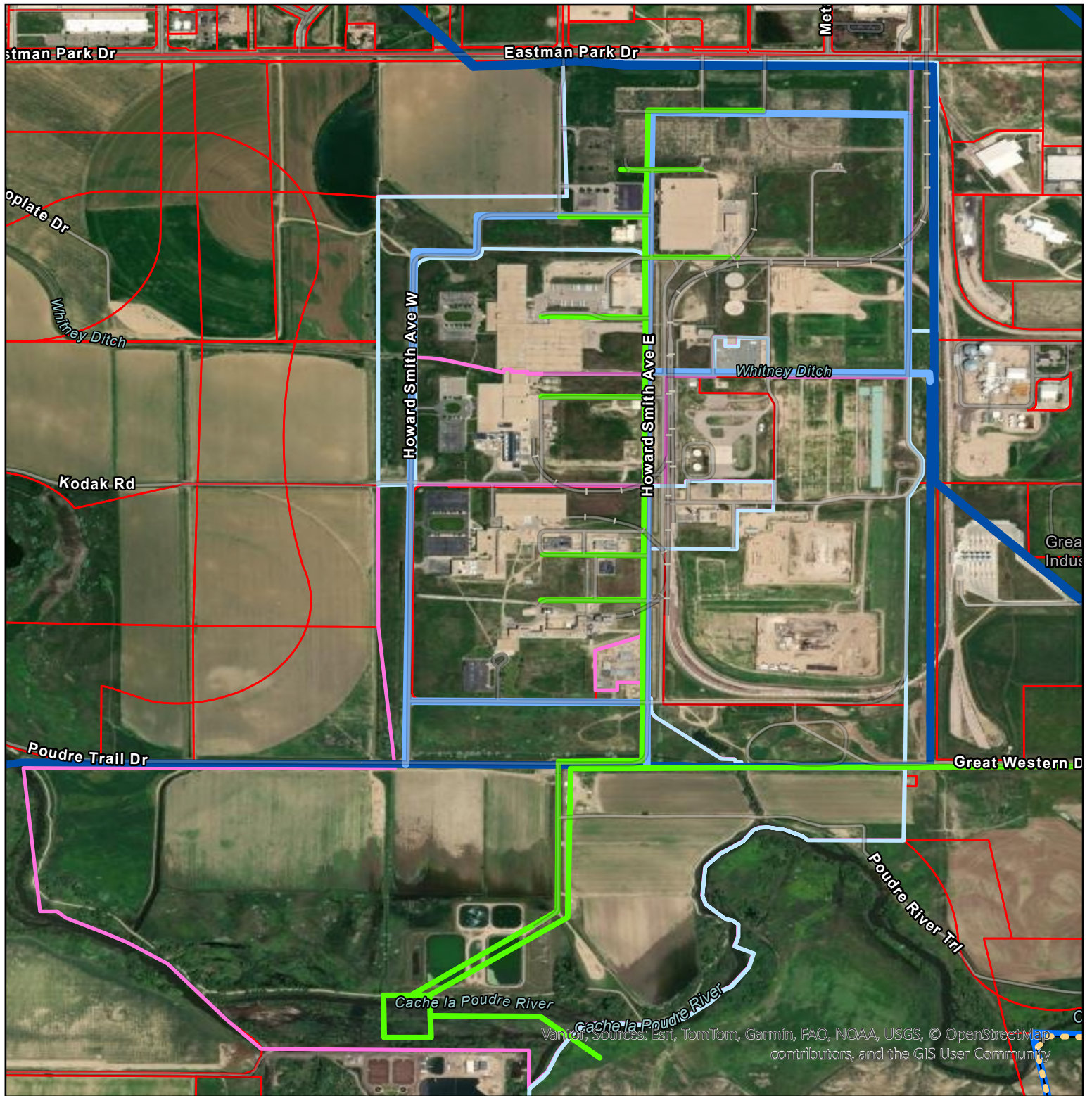


Legend

- Greeley City Limits
- Long Range Expected Growth Area (LREGA)
- Parcels
- Proposed Arterial or Collector Street Network
- Proposed Intersection Improvements



City of Greeley Three-Mile Plan: Conceptual Water & Sewer Map - Carestream and GWIP Sites



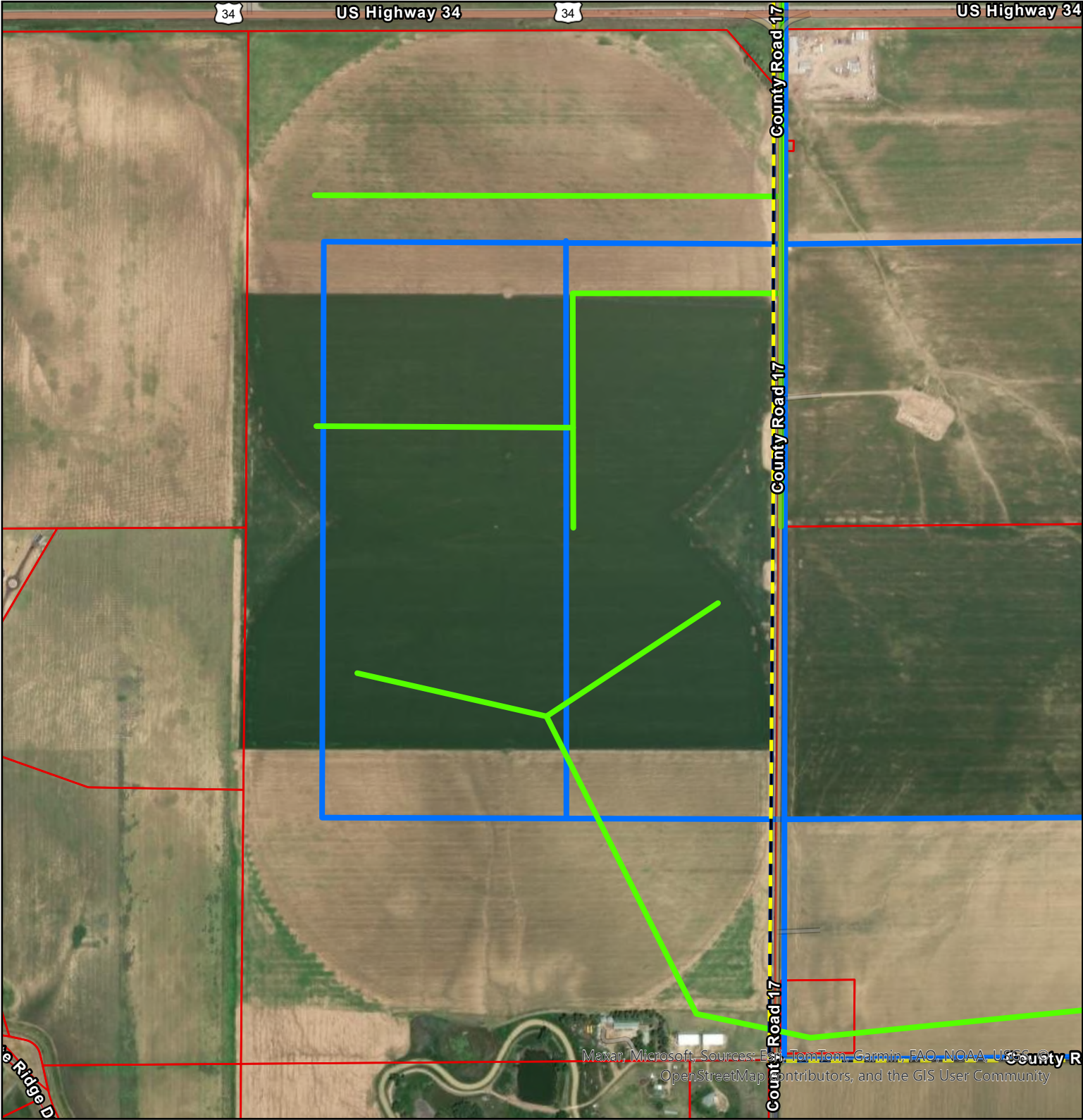
Legend

- | | |
|---|----------------------|
| Carestream Site Location | Parcels |
| GWIP Site Location | Existing Water Lines |
| Greeley City Limits | Proposed Water Lines |
| Long Range Expected Growth Area (LREGA) | Proposed Sewer Lines |



0 0.13 0.25 0.5 Miles
Page 146 of 307

City of Greeley Three-Mile Plan:
Conceptual Water & Sewer Map - Hankins Farm Site



Legend

- Parcels
- Proposed Water Lines
- Proposed Sewer Lines
- Long Range Expected Growth Area
- Greeley City Limits



CITY COUNCIL SUMMARY

ITEM: City of Greeley Three Mile Plan

FILE NUMBER: Three Mile Plan (File Number Not Applicable)

PROJECT: Three Mile Plan

APPLICANT: City of Greeley, Community Development Department

CASE PLANNER: Michael Franke, AICP | Planner III

CITY COUNCIL HEARING DATE: January 6, 2026

CITY COUNCIL FUNCTION:

Review the proposed 2026 Three-Mile Plan Resolution and make a decision to approve or deny the proposal.

EXECUTIVE SUMMARY

The City of Greeley Three-Mile Plan is a reference document of approved plans and policies describing the infrastructure, land use, and provision of services for areas of potential annexation. Pursuant to state law, the city must have in place a Three Mile Plan that generally describes infrastructure development expectations for the land including the proposed land uses (C.R.S. § 31-12-105(1)(e)(I)).

A Three Mile Plan takes a much broader approach to the annexation and development of land than a specific annexation impact report and ensures proposed annexations are consistent with the City's Comprehensive Plan and other annexation and land development policies. Upon adoption, updates to a Three Mile Plan are routine and occur on an annual Basis. This iteration of the City of Greeley Three Mile Plan is an amendment to the previously adopted 2025 City of Greeley Three-Mile Plan adopted on June 17, 2025, per Resolution 23, 2025.

A. REQUEST

The Community Development Department requests approval from the City Council for a resolution for the City of Greeley Three-Mile Plan.

B. STAFF RECOMMENDATION

Approval

C. BACKGROUND

The City of Greeley (the "City") is exploring possible annexation of property currently located outside of the City's current municipal boundary, the City's Long Range Expected Growth Area (LREGA), and 2025 City of Greeley Three-Mile Plan to advance the health, safety, and welfare of the City of Greeley. This property is referred to as the "GWIP/BROE"

site (see attachments for exact property location). A Three-Mile Plan provides the legal ability to annex lands outside of a City's current municipal boundary, but no more than three miles from such boundary in any one year pursuant to Colorado State Statute, C.R.S. § 31-12-105(e). This legislation requires municipalities to adopt an annexation master plan, commonly known as the Three-Mile Plan, prior to the completion of any annexation. If the municipality's master or comprehensive plan covers the elements required by this legislation, it will suffice as the Three-Mile Plan.

The statute provides that the Three Mile Plan shall “*generally describe* the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area” (C.R.S. § 31-12-105). These elements are applied to a municipality as applicable. Since legislation requires these services to be “generally described”, the proposed services and land uses stated in the Three-Mile Plan may be overridden by any other formally adopted plan prescribing services and land uses within the Three-Mile Plan. A Three-Mile Plan is not a plan in and of itself but rather a document that identifies all the plans the city has conducted regarding the services and proposed land uses identified in C.R.S. § 31-12-105 for the land area. This also includes plans other jurisdictions and entities have implemented as applicable to the geography of the Three-Mile Plan.

When adopted, the 2018 Imagine Greeley Comprehensive Plan (the “Comprehensive Plan”) satisfied the City's Three-Mile Plan obligations in 2018, since it included the proposed Three-Mile Plan services required per C.R.S. § 31-12-105. The Comprehensive Plan has not undergone amendment since adoption, and the current 2025 City of Greeley Three-Mile Plan (Res. No. 23, 2025) does not include the GWIP/BROE property. Given the City's initiatives to create sub-area plans to capture the expected growth and needs of specific areas of the City, staff will not be pursuing an entire Comprehensive Plan update at this time. The updated 2026 City of Greeley Three-Mile Plan will replace the 2025 City of Greeley Three-Mile Plan and provide the opportunity for the City to annex land outside of the current municipal boundaries, including the GWIP/BROE site, but no more than three miles from the current municipal boundary in any one year, to advance the vitality of the community.

According to the Department of Local Affairs (DOLA), “The failure to have a plan prior to the completion of an annexation could open a municipality up to litigation. Colorado law limits those who have a right to challenge annexations to property owners within the annexed area, the county(ies) in which the land is located and neighboring municipalities within one mile. The City wants to ensure any effort to annex land complies with local, state, and federal legislation regarding annexation of property.

The 2026 City of Greeley Three-Mile Plan will ensure annexation efforts are aligned with state law, and the City will continue to update its Three-Mile Plan on an annual basis. Please refer to the attached documents referencing the 2026 City of Greeley Three-Mile Plan.

The City of Greeley Three-Mile Plan references and illustrates plans, policies,

maps, and other documents adopted by the City of Greeley which generally describe the locations, character, and extent of transportation facilities, parks, infrastructure and proposed land uses required, and is organized into the following categories:

Proposed Land Uses;
Parks, Natural Areas, and Open Lands;
Transportation; and
Utilities and Infrastructure.

The City of Greeley Three-Mile Plan may also refer to other plans and policies adopted by neighboring jurisdictions or organizations that provide contextual guidance as they overlap with the City of Greeley Three Mile Plan study area.

D. REVIEW CRITERIA

The Commission shall consider comments from reviewing agencies and offices, staff recommendation, public comments, and the following criteria in making a recommendation to City Council.

- 1. Per State Statute C.R.S § 31-12-105, a Three Mile Plan requires generally describes the proposed location, character and extent of future public utilities and infrastructure (e.g., streets, bridges, parks, playgrounds, aviation fields, waterways, open spaces and other public grounds) as well as proposed land uses for the area.**

Staff Comment: The City of Greeley Three-Mile Plan directly addresses the requirements of a three-mile plan according to state statute. For the GWIP/BROE area, the City of Greeley Planning Division, Water & Sewer Department, Public Works Department, Parks Department, and Natural Areas & Trails Department have provided generally described services and land uses. The proposed land use, transportation/mobility services, water services, sewer services, green spaces, parks, and natural areas for the three-mile boundary include the desired annexation site as required by statute. Beyond creating generally described infrastructure, services, and land use for each site, the City of Greeley Three-Mile Plan also includes various adopted plans and studies from other municipalities, agencies, and jurisdictions that touch upon the 2026 City of Greeley Three-Mile Plan. These efforts by City staff uphold the requirements for three-mile plans set forth in C.R.S. § 31-12-105.

This request complies with this criterion.

- 2. A Three Mile Plan is a reference document of approved plans and policies describing the infrastructure, land use, and provision of services for areas of potential annexation.**

Staff Comments: The City of Greeley Three-Mile Plan utilizes approved plans and policies describing the infrastructure, land use, and provision of

services for area of potential annexation. These reference documents contain areas within the City of Greeley LREGA and outside of the LREGA but within three miles of the existing municipal boundary. A few of the reference agencies and jurisdictions include Bellevue Pipeline Project, Chimney Hollow Reservoir, City of Evans, City of Loveland, City of Greeley, Colorado Department of Transportation, Downtown Development Authority, State of Colorado, Town of Eaton, Town of Johnstown, Town of Kersey, Town of Johnstown, Town of Windsor, Stormwater Drainage Basin Criteria, Weld County, Xcel Energy, etc. Each of these referenced documents within the plan directly describes infrastructure, land use, and provisions of potential annexation areas.

This request complies with this criterion.

OTHER GENERAL CONSIDERATIONS

3. The Three Mile Plan promotes the public safety, health and general welfare of the citizens of Greeley.

Staff Comments: The City of Greeley Three-Mile Plan provides opportunity for the City of Greeley to expand to meet goals of economic development, infrastructure, and natural amenities that directly work to advance the health, safety, and welfare of the citizens of Greeley. The economic opportunity for these sites strengthens the tax base of Greeley, allowing the city to expand services and continue to provide services for citizens held to specific standard. This plan promotes the ability to offer additional green space for residents and capture land adjacent to the Cache La Poudre River Corridor. Access to green space amenities provides a direct benefit for citizens to advance community health and welfare. The flexibility of the infrastructure, prescribed services and land uses for the plan provide an opportunity for the City to address growth pressures in a focused manner that tailors the scale and type of development to the needs of the citizens. The GWIP/BROE site area offers opportunity for the City to advance growth initiatives to maintain and foster a community where people desire to live, work, and recreate.

The request complies with this criterion.

E. PUBLIC NOTICE AND COMMENT

Notice was published on the City of Greeley's website on November 18, 2025, pursuant to the City's notification requirements for resolutions. No objection or support has been received by staff from the citizens of Greeley.

On December 9, 2025, the City of Greeley Planning Commission held a Public Hearing in which the City of Greeley Three Mile Plan was presented. The Planning Commission ultimately vote 7-0 recommending approval to City Council for the City of Greeley Three Mile Plan resolution as submitted.

F. CITY COUNCIL MOTIONS

Recommended (Approval)

Based on the preceding analysis, the City Council finds that the proposed City of Greeley Three-Mile Plan Resolution is consistent with C.R.S. § 31-12-105(e), meeting statutory requirements related to infrastructure, parks, transportation, and land uses that will allow the City to annex future properties within its three mile boundary, and therefore approves the City of Greeley Three Mile Plan Resolution as submitted.

Alternative (Denial)

Based on the preceding analysis, the City Council finds that the proposed City of Greeley Three-Mile Plan Resolution is not consistent with C.R.S. § 31-12-105(e), not meeting statutory requirements related to infrastructure, parks, transportation, and land uses that will allow the City to annex future properties within its three mile boundary, and therefore denies the City of Greeley Three Mile Plan Resolution as submitted.



April 18, 2025

Michael Franke, AICP, Planner III
City of Greeley Community Development
1100 10th Street
Greeley, CO 80631

Subject: City of Greeley Three Mile Plan referral 2025

Dear Mr. Franke,

Thank you for the opportunity to provide comments regarding the City of Greeley's proposed Three Mile Plan. As you may be aware, the proposed Plan includes areas of overlap with Windsor's Growth Management Area and several other adopted plans and agreements outlined as follows:

Growth Management Area

The area labeled as "Carestream Site" in the proposed Plan has been within the Town of Windsor's Growth Management Area (GMA) for more than 25 years, and the Town has worked cooperatively with the surrounding property owners to plan and develop the Great Western Industrial Park and future mixed-use development in the area. The land within the GMA is anticipated to be served with municipal services and infrastructure to support future development. Areas in the GMA are anticipated to be annexed into the Town in the future. The subject area is adjacent to Windsor utilities and transportation network (please see attached).

NFRWQPA Section 208 Boundary

The Areawide Water Quality Management Plan (Regional Plan) adopted by the North Front Range Water Quality Planning Association (NFRWQPA) details the regional considerations for the protection of water quality. In so doing, it projects growth and development trends in the area and establishes a rational plan for accommodating growth. A plan objective is to avoid unacceptable adverse environmental impacts, which might be caused by allowing wastewater services to be provided through numerous entities for facilities in an uncoordinated fashion. (https://www.nfrwqpa.org/208-plan-amendment-process?utm_source=chatgpt.com)

NFRWQPA identifies the "Carestream Site" as part of the Town of Windsor's 208 Plan Boundary and excludes the site from Greeley's 208 Plan Boundary (please see attached).

Windsor-Greeley Intergovernmental Agreement

The Town of Windsor and City of Greeley have a long history of cooperation regarding land use planning, having entered into multiple intergovernmental agreements over the past 25 years. However, the area labeled as "Carestream Area" was not even identified as part of the Cooperative Planning Area as defined in the Windsor-Greeley intergovernmental agreement as

the property is for all intents and purposes an enclave surrounded by Windsor's incorporated boundary.

Colorado Statutes Regarding Annexation

The legislative intent of a three mile planning area is to promote orderly growth and logical land use patterns and to discourage practices such as "flagpole" annexations. The area labeled as "Carestream Site" in the proposed plan is surrounded on all sides by the Town of Windsor's incorporated limits having over 99% contiguity with Windsor and less than 1% contiguity with Greeley. The proposed plan would essentially create an extreme example of a flagpole annexation that is inconsistent with annexation statutes (please see attached).

The proposed Three Mile Plan specifically contradicts the following legislative declarations:

31-12-102. Legislative declaration.

(1) The general assembly hereby declares that the policies and procedures in this part 1 are necessary and desirable for the orderly growth of urban communities in the state of Colorado, and to these ends this part 1 shall be liberally construed. The general assembly further declares that it is the purpose of this part 1:

(a) To encourage natural and well-ordered development of municipalities of the state; (emphasis added)

(b) To distribute fairly and equitably the costs of municipal services among those persons who benefit therefrom; (emphasis added)

(c) To extend municipal government, services, and facilities to eligible areas which form a part of the whole community; (emphasis added)

(d) To simplify governmental structure in urban areas; (emphasis added)

(e) To provide an orderly system for extending municipal regulations to newly annexed areas; (emphasis added)

(f) To reduce friction among contiguous or neighboring municipalities; (emphasis added)

(g) To increase the ability of municipalities in urban areas to provide their citizens with the services they require; (emphasis added)

Furthermore, the proposed "Carestream Area" described in the Three Mile Plan is currently eligible for annexation to Windsor with as the property boundary is more than 99% contiguous with Windsor's incorporated boundary. The "Carestream Area" is not contiguous with Greeley.

31-12-104. Eligibility for annexation.

(1) No unincorporated area may be annexed to a municipality unless one of the conditions set forth in section 30 (1) of article II of the state constitution first has been met. An area is eligible for annexation if the provisions of section 30 of article II of the state constitution have been complied with and the governing body, at a hearing as provided in section 31-12-109, finds and determines:

(a) That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the annexing municipality. Contiguity shall not be affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way or area, public lands, whether owned by the state, the United States, or an agency thereof, except county-owned open space, or a lake, reservoir, stream, or other natural or artificial waterway between the annexing municipality and the land proposed to be annexed. Subject to the requirements imposed by section 31-12-105 (1)(e), contiguity may be established by the annexation of one or more parcels in a series, which annexations may be completed simultaneously and considered together for the purposes of the public hearing required by

sections 31-12-108 and 31-12-109 and the annexation impact report required by section 31-12-108.5.

(b) *That a community of interest exists between the area proposed to be annexed and the annexing municipality; that said area is urban or will be urbanized in the near future; and that said area is integrated with or is capable of being integrated with the annexing municipality.* (emphasis added)

(2)(a) The contiguity required by paragraph (a) of subsection (1) of this section may not be established by use of any boundary of an area which was previously annexed to the annexing municipality if the area, at the time of its annexation, was not contiguous at any point with the boundary of the annexing municipality, was not otherwise in compliance with paragraph (a) of subsection (1) of this section, and was located more than three miles from the nearest boundary of the annexing municipality, nor may such contiguity be established by use of any boundary of territory which is subsequently annexed directly to, or which is indirectly connected through subsequent annexations to, such an area.

(b) *Because the creation or expansion of disconnected municipal satellites, which are sought to be prohibited by this subsection* (emphasis added) (2), violates both the purposes of this article as expressed in section 31-12-102 and the limitations of this article, any annexation which uses any boundary in violation of this subsection (2) may be declared by a court of competent jurisdiction to be void ab initio in addition to other remedies which may be provided. The provisions of section 31-12-116 (2) and (4) and section 31-12-117 shall not apply to such an annexation. Judicial review of such an annexation may be sought by any municipality having a plan in place pursuant to section 31-12-105 (1)(e) directly affected by such annexation, in addition to those described in section 31-12-116 (1). Such review may be, but need not be, instituted prior to the effective date of the annexing ordinance and may include injunctive relief. Such review shall be brought no later than sixty days after the effective date of the annexing ordinance or shall forever be barred.

(c) Contiguity is hereby declared to be a fundamental element in any annexation, and this subsection (2) shall not in any way be construed as having the effect of legitimizing in any way any noncontiguous annexation.

Windsor-Weld County Coordinated Planning Agreement

The proposed Three Mile Plan is inconsistent with the Coordinated Planning Agreement (CPA) between Windsor and Weld County and the Three (3) Mile Area as described therein. The CPA is intended to be a Comprehensive Development Plan adopted and implemented pursuant to applicable Colorado Revised Statutes (please see attached).

Summary

The City of Greeley's proposed Three Mile Plan is inconsistent with numerous planning documents and statutes and conflicts with numerous adopted plans; therefore, Windsor recommends that Greeley remove the "Carestream Area" from the proposed plan.

Attachments

Windsor Comprehensive Plan excerpts

NFRWQA 208 maps

Weld County Coordinated Planning Agreement – Weld County Code Ordinance 2015-15

Colorado Revised Statutes 31-12-102 & 31-12-104 Regarding Annexation

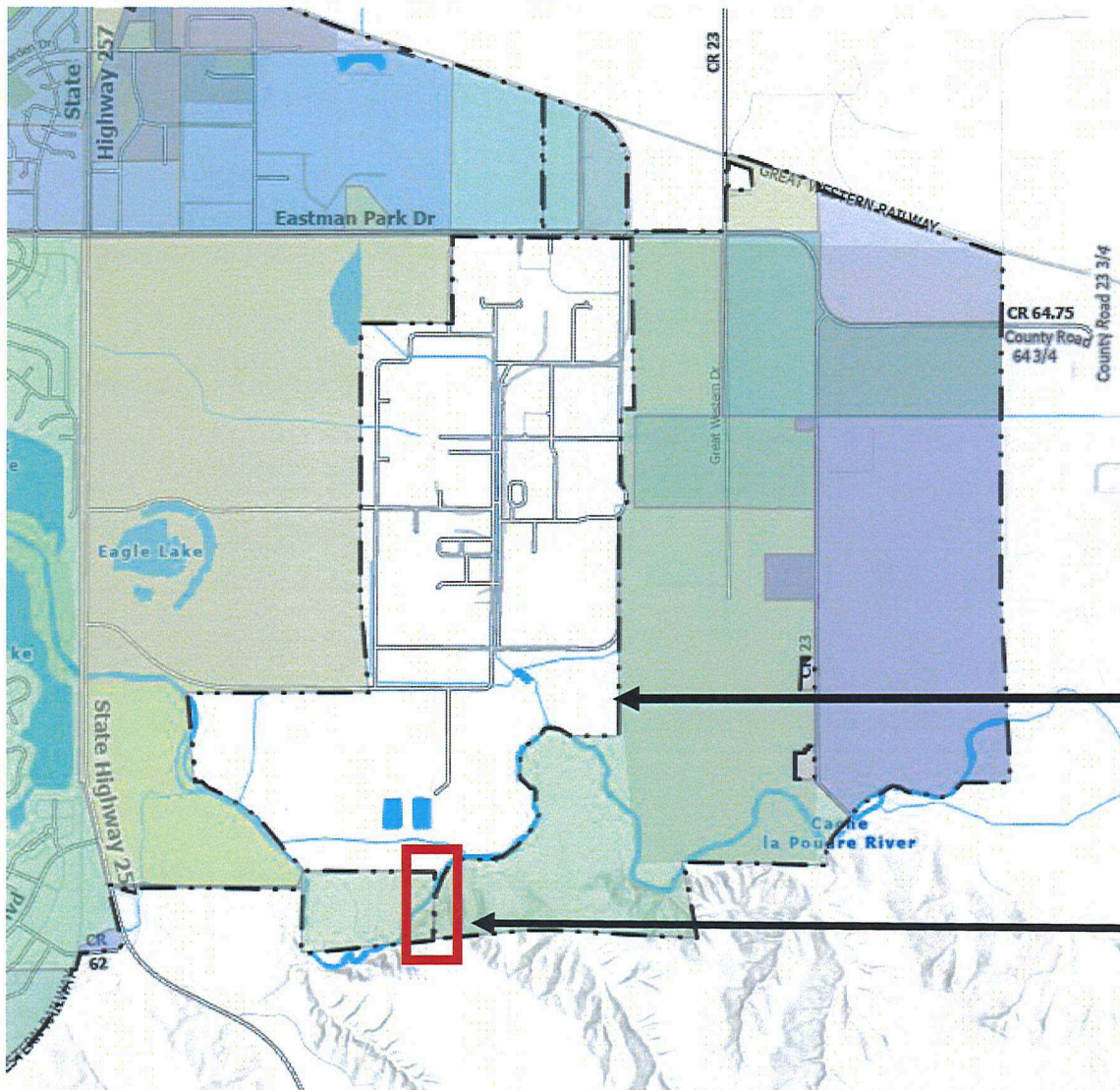
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Shane Hale, Town Manager

Eric Lucas, Deputy Town Manager

John Thornhill, Community Development Director

Dan Money, Town Attorney



Town of Windsor Annexations

Contiguous boundary with
Town of Windsor Municipal
Limits:

~6.08 miles / 32,135 feet

~99.94% contiguity

See next slide for enlarged area

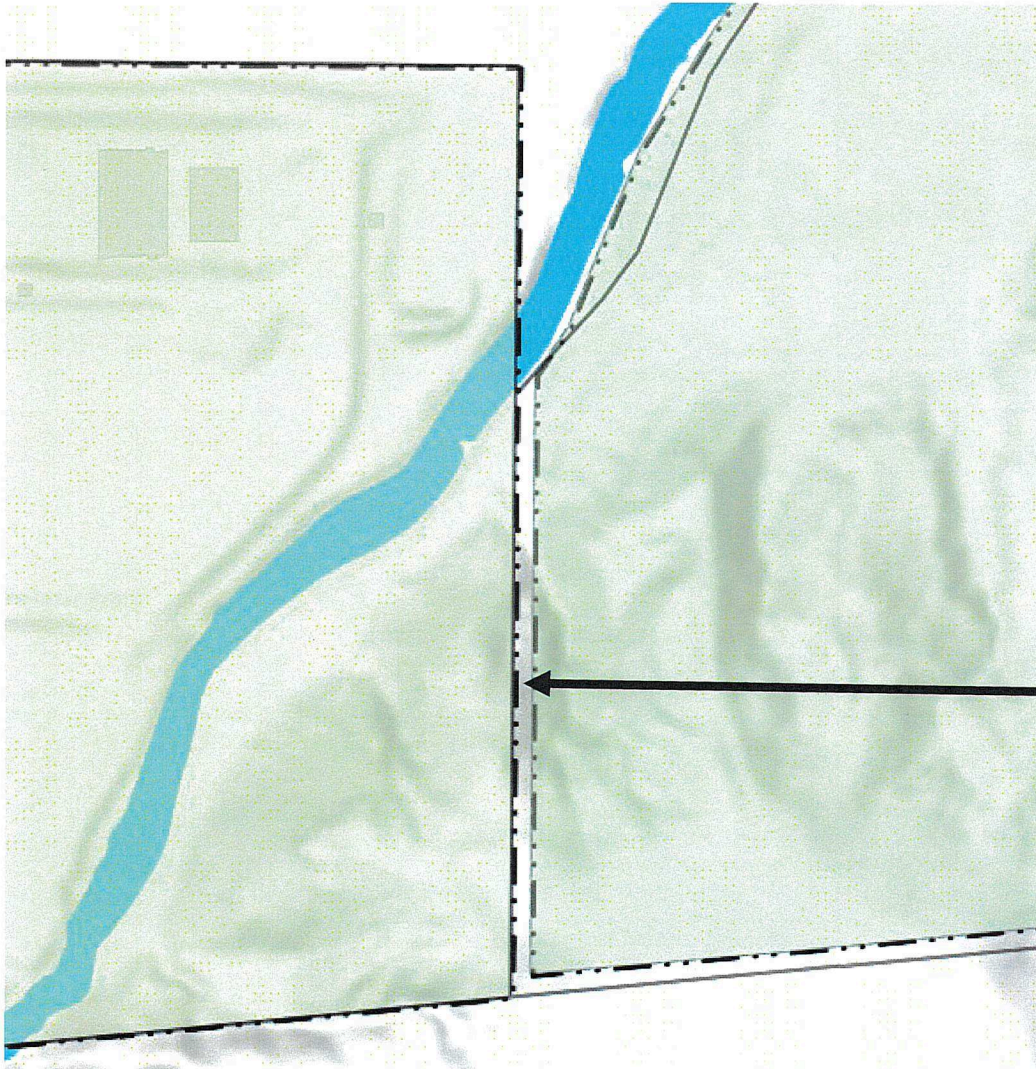
Town of Windsor Annexations

Contiguous boundary with
Town of Windsor Municipal
Limits:

~6.08 miles / 32,135 feet

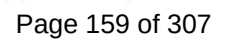
~99.94% contiguity

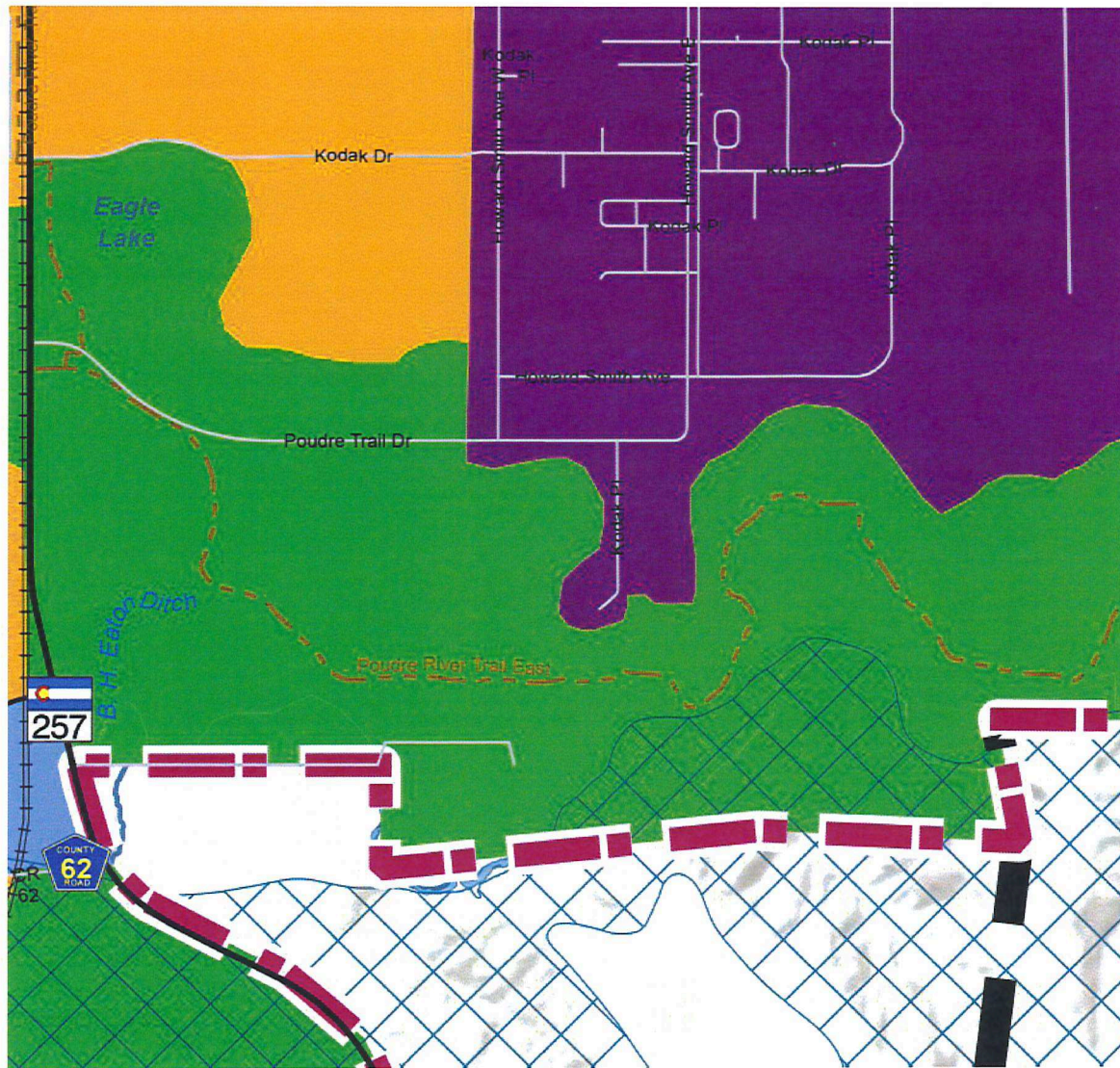
20-foot gap



~6.08 miles / 32,135
feet
~99.94% contiguity

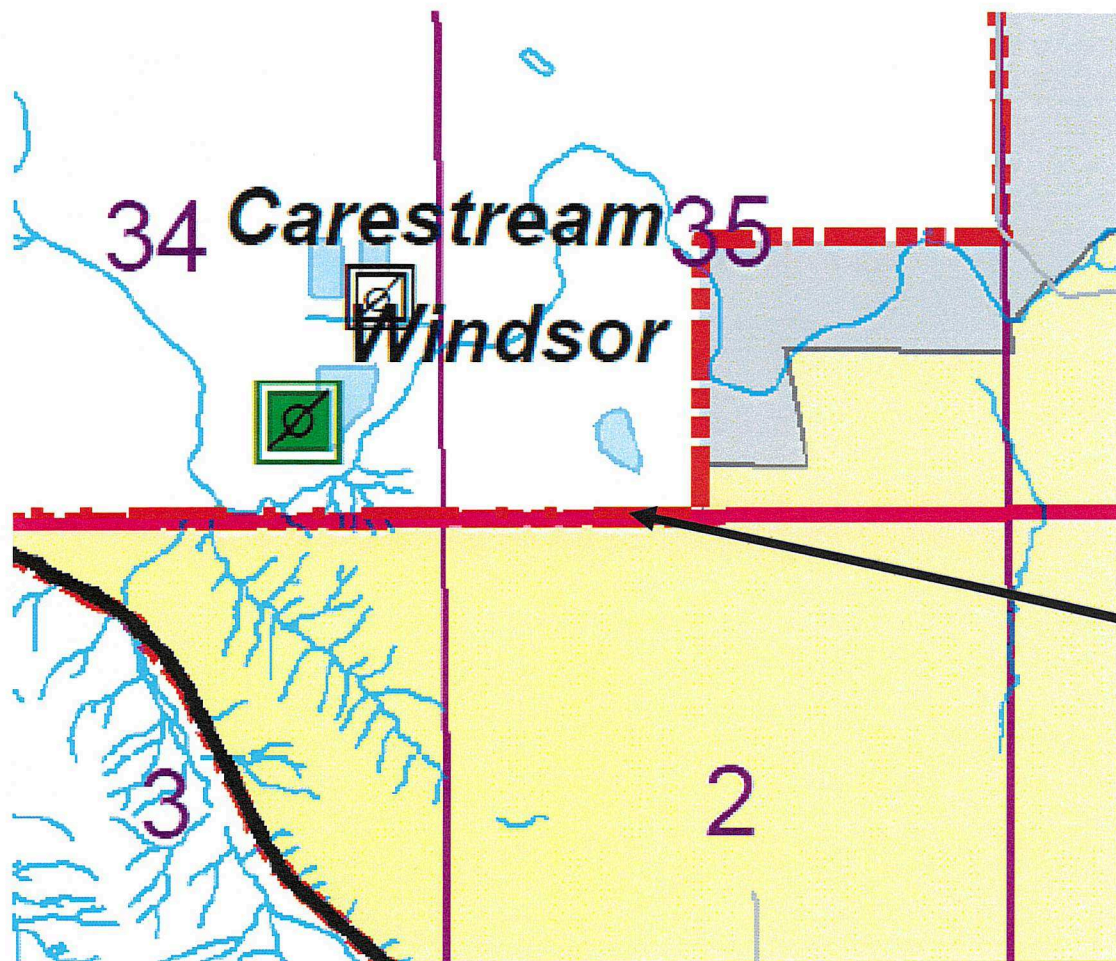
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Windsor Growth Management Area (GMA) Boundary

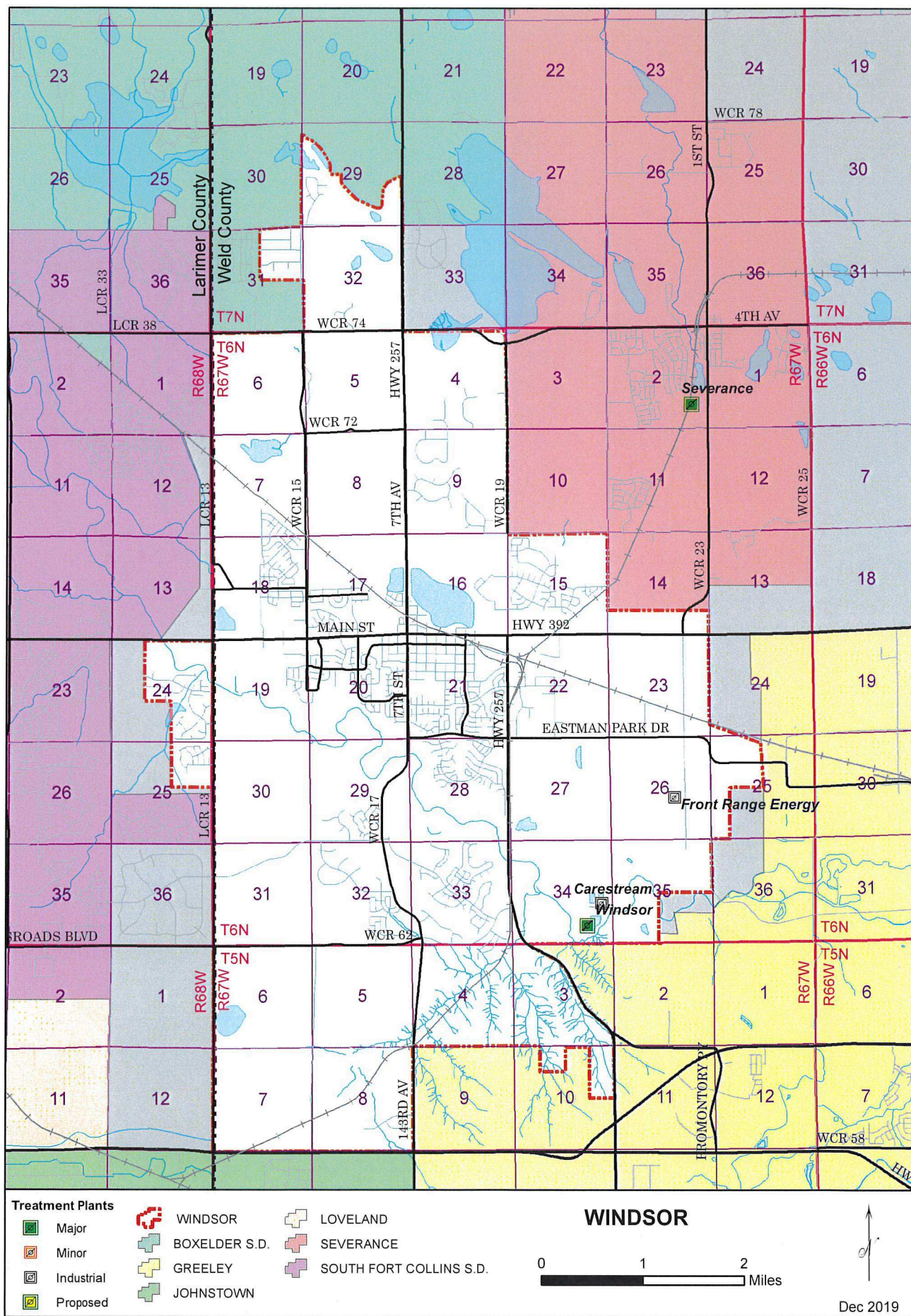




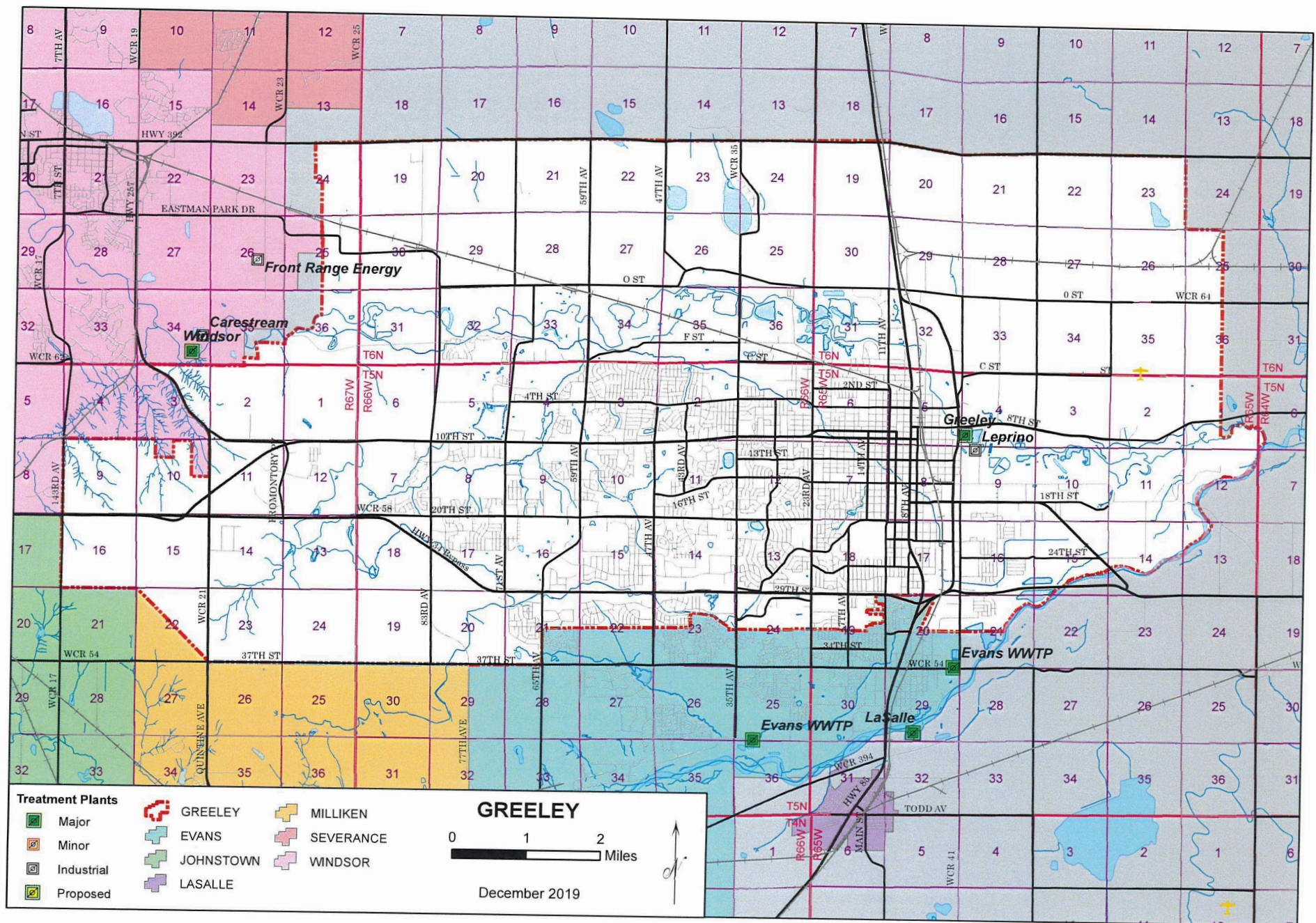
Windsor Wastewater Treatment Plant – NFRWQPA 208 Boundary



NFRWQA 208 Boundaries



NFRWQA 208 Boundaries



Colorado Statutes Regarding Annexation

31-12-102. Legislative declaration.

(1) The general assembly hereby declares that the policies and procedures in this part 1 are necessary and desirable for the orderly growth of urban communities in the state of Colorado, and to these ends this part 1 shall be liberally construed. The general assembly further declares that it is the purpose of this part 1:

- (a) To encourage natural and well-ordered development of municipalities of the state;
- (b) To distribute fairly and equitably the costs of municipal services among those persons who benefit therefrom;
- (c) To extend municipal government, services, and facilities to eligible areas which form a part of the whole community;
- (d) To simplify governmental structure in urban areas;
- (e) To provide an orderly system for extending municipal regulations to newly annexed areas;
- (f) To reduce friction among contiguous or neighboring municipalities;
- (g) To increase the ability of municipalities in urban areas to provide their citizens with the services they require; and
- (h) To respect the sovereignty of federally recognized Indian tribes with lands within the exterior boundaries of a federally recognized Indian reservation and within the exterior boundaries of the state, to reduce the jurisdictional complexities that arise when municipalities annex Indian reservation land, and to ensure cooperation and collaboration by municipalities with tribal governments.

(2) The general assembly further declares that:

- (a) Section 30 of article II of the state constitution was added to the state constitution as a voter-approved ballot measure in 1980;
- (b) Since its adoption, section 30 of article II of the state constitution has been in lawful force and effect. As part of the state constitution, all annexations since its enactment have been or should have been undertaken subject to its terms.
- (c) By enacting House Bill 10-1259, enacted in 2010, which amends various provisions of this part 1, the general assembly does not intend to change the law governing annexations in the state but rather to better harmonize the provisions of this part 1 with those of section 30 of article II of the state constitution.

31-12-104. Eligibility for annexation.

(1) No unincorporated area may be annexed to a municipality unless one of the conditions set forth in section 30 (1) of article II of the state constitution first has been met. An area is eligible for annexation if the provisions of section 30 of article II of the state constitution have been complied with and the governing body, at a hearing as provided in section 31-12-109, finds and determines:

- (a) That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the annexing municipality. Contiguity shall not be affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way or area, public lands, whether owned by the state, the United States, or an agency thereof, except county-owned open space, or a lake, reservoir, stream, or other natural or artificial waterway between the annexing municipality and the land proposed to be annexed. Subject to the requirements imposed by section 31-12-105 (1)(e), contiguity may be established by the annexation of one or more parcels in a series, which annexations may be completed simultaneously and considered together for the purposes of the public hearing required by

sections 31-12-108 and 31-12-109 and the annexation impact report required by section 31-12-108.5.

(b) That a community of interest exists between the area proposed to be annexed and the annexing municipality; that said area is urban or will be urbanized in the near future; and that said area is integrated with or is capable of being integrated with the annexing municipality. The fact that the area proposed to be annexed has the contiguity with the annexing municipality required by paragraph (a) of this subsection (1) shall be a basis for a finding of compliance with these requirements unless the governing body, upon the basis of competent evidence presented at the hearing provided for in section 31-12-109, finds that at least two of the following are shown to exist:

(I) Less than fifty percent of the adult residents of the area proposed to be annexed make use of part or all of the following types of facilities of the annexing municipality: Recreational, civic, social, religious, industrial, or commercial; and less than twenty-five percent of said area's adult residents are employed in the annexing municipality. If there are no adult residents at the time of the hearing, this standard shall not apply.

(II) One-half or more of the land in the area proposed to be annexed (including streets) is agricultural, and the landowners of such agricultural land, under oath, express an intention to devote the land to such agricultural use for a period of not less than five years.

(III) It is not physically practicable to extend to the area proposed to be annexed those urban services which the annexing municipality provides in common to all of its citizens on the same terms and conditions as such services are made available to such citizens. This standard shall not apply to the extent that any portion of an area proposed to be annexed is provided or will within the reasonably near future be provided with any service by or through a quasi-municipal corporation.

(2)

(a) The contiguity required by paragraph (a) of subsection (1) of this section may not be established by use of any boundary of an area which was previously annexed to the annexing municipality if the area, at the time of its annexation, was not contiguous at any point with the boundary of the annexing municipality, was not otherwise in compliance with paragraph (a) of subsection (1) of this section, and was located more than three miles from the nearest boundary of the annexing municipality, nor may such contiguity be established by use of any boundary of territory which is subsequently annexed directly to, or which is indirectly connected through subsequent annexations to, such an area.

(b) Because the creation or expansion of disconnected municipal satellites, which are sought to be prohibited by this subsection (2), violates both the purposes of this article as expressed in section 31-12-102 and the limitations of this article, any annexation which uses any boundary in violation of this subsection (2) may be declared by a court of competent jurisdiction to be void ab initio in addition to other remedies which may be provided. The provisions of section 31-12-116 (2) and (4) and section 31-12-117 shall not apply to such an annexation. Judicial review of such an annexation may be sought by any municipality having a plan in place pursuant to section 31-12-105 (1)(e) directly affected by such annexation, in addition to those described in section 31-12-116 (1). Such review may be, but need not be, instituted prior to the effective date of the annexing ordinance and may include injunctive relief. Such review shall be brought no later than sixty days after the effective date of the annexing ordinance or shall forever be barred.

(c) Contiguity is hereby declared to be a fundamental element in any annexation, and this subsection (2) shall not in any way be construed as having the effect of legitimizing in any way any noncontiguous annexation.

**WELD COUNTY
CODE ORDINANCE 2015-15**

**IN THE MATTER OF REPEALING AND REENACTING, WITH AMENDMENTS, CHAPTER 19
COORDINATED PLANNING AGREEMENTS, OF THE WELD COUNTY CODE**

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
WELD, STATE OF COLORADO:**

WHEREAS, the Board of County Commissioners of the County of Weld, State of Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

WHEREAS, the Board of County Commissioners, on December 28, 2000, adopted Weld County Code Ordinance 2000-1, enacting a comprehensive Code for the County of Weld, including the codification of all previously adopted ordinances of a general and permanent nature enacted on or before said date of adoption, and

WHEREAS, the Weld County Code is in need of revision and clarification with regard to procedures, terms, and requirements therein.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of the County of Weld, State of Colorado, that certain existing Chapters of the Weld County Code be, and hereby are, repealed and re-enacted, with amendments, and the various Chapters are revised to read as follows.

**CHAPTER 19
COORDINATED PLANNING AGREEMENTS**

**ARTICLE VI
Windsor Plan**

Sec. 19-6-10. Introduction.

This Coordinated Planning Agreement ("CPA") is made and entered into effective as of the 2nd day of November, 2015, A.D., between the Board of County Commissioners of the County of Weld, State of Colorado, whose address is 1150 O Street, Greeley, CO 80631, hereinafter called the "COUNTY," and the Town of Windsor, a Colorado municipal corporation, whose address is 301 Walnut Street, Windsor, CO 80550, hereinafter called the "MUNICIPALITY." The COUNTY and MUNICIPALITY are hereinafter sometimes referred to individually as "party" and collectively as "the parties."

Sec. 19-6-20. Recitals.

A. The COUNTY exercises governmental authority regulating land use, growth and development within the unincorporated areas of Weld County, Colorado, which areas include lands surrounding the MUNICIPALITY; and

B. The MUNICIPALITY exercises governmental authority with respect to land use, growth, and development within its municipal boundaries and regarding its annexations, and has demonstrated the capability of providing municipal services and facilities (including water and sewer services based on the municipality's code and/or other municipal service policies) within the THREE (3) MILE AREA, as defined herein; and

C. Title 29, Article 20 of the Colorado Revised Statutes, grants broad authority to local governments to plan for and regulate development and the use of land within their respective jurisdictions, accomplishing such activities through public processes that respect, protect, and promote private property rights; and

D. Title 29, Article 20 of the Colorado Revised Statutes, authorizes and encourages local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by the joint and coordinated exercise of planning, zoning, subdivisions, building, and related regulatory powers; and

E. Pressures for growth and development in the MUNICIPALITY and COUNTY indicate that the joint and coordinated exercise by the COUNTY and MUNICIPALITY of their respective planning, zoning, subdivision, building and related regulatory powers in such areas will best promote the objectives stated in this CPA; and

F. This CPA adheres to the objectives and Policies of the Weld County Comprehensive Plan, set forth in Section 22-2-40 of the Weld County Code and, in particular, UD.Goal 2., which encourages the establishment of intergovernmental agreements concerning growth areas with each municipality in Weld County.

Sec. 19-6-30. Purposes and Objectives.

The purpose of this CPA is to establish procedures and standards pursuant to which the parties will move toward greater coordination in the exercise of their land use and related regulatory powers within unincorporated areas surrounding the MUNICIPALITY. The objectives of such efforts are to accomplish the type of development in such areas which best protects the health, safety, prosperity, and general welfare of the inhabitants of the parties and to achieve maximum efficiency and economy in the process of development. However, any action taken pursuant to this CPA that pertains to any land within the MUNICIPALITY, for incorporated areas, and within the COUNTY, for unincorporated areas, is subject to exclusive final approval by the governing body of the MUNICIPALITY or COUNTY, respectively.

Sec. 19-6-40. Definitions.

For the purposes of this CPA the following terms shall be defined as set forth herein:

Development. Any land use requiring regulatory approval by the elected governing body of the applicable party in the THREE (3) MILE AREA, except for an amendment to a plat or a down-zoning, neither of which creates any additional lots, and except for a Recorded Exemption or Subdivision Exemption. Existing agricultural uses, which are lawful uses, either as Uses-by-Right under the Weld County Code, or as legally existing non-conforming uses, are also exempt from the definition of *Development*.



Three (3) Mile Area. The area as defined by Colorado Revised Statutes, C.R.S. 31-12-105.1.E.

Sec. 19-6-50. Planning Coordination.

This CPA is intended to be a Comprehensive Development Plan adopted and implemented pursuant to Section 29-20-105(2) C.R.S. Following the execution of this CPA by both parties, applications to the COUNTY for DEVELOPMENT within the THREE (3) MILE AREA shall be processed and determined in accordance with the following:

A. Referral. The COUNTY shall refer all proposals for DEVELOPMENT within the THREE (3) MILE AREA to the MUNICIPALITY for its review and recommendation. Such referral shall include at least a copy of the written DEVELOPMENT proposal and preliminary COUNTY staff summary of the case. The COUNTY shall allow not less than twenty-one (21) days for the MUNICIPALITY to review the referral and furnish its recommendations to the COUNTY staff prior to formulation of the COUNTY staff recommendation. If the MUNICIPALITY does not respond within such time, the COUNTY staff may proceed with its recommendation, but any comment or recommendation from the MUNICIPALITY received on or before the Thursday immediately preceding the meeting of the Board of County Commissioners or Planning Commission when the matter shall be considered shall be transmitted to the Board or Commission. If the MUNICIPALITY submits no comment or recommendation, the COUNTY may assume it has no objection to the proposal. If the MUNICIPALITY submits recommendations, the COUNTY shall either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to the MUNICIPALITY by a separate writing. The MUNICIPALITY shall be given notice of, and may appear and be heard at any hearing or other proceeding at which the COUNTY shall consider a DEVELOPMENT subject to the foregoing referral process.

B. Development within THREE (3) MILE AREA. Upon receipt of any proposal for DEVELOPMENT within the THREE (3) MILE AREA then currently eligible for voluntary annexation to the MUNICIPALITY, the COUNTY shall, in writing, at time of a pre-application with the Department of Planning Services, notify the proponent of the opportunity for annexation. The Director of Planning Services shall, in writing, notify the MUNICIPALITY's Mayor and Town Manager. The MUNICIPALITY shall have twenty-one (21) days following contact by the proponent, which shall be documented, in writing, (with a copy of the COUNTY), to notify the COUNTY, in writing, that the MUNICIPALITY and the applicant have agreed to the terms of a pre-annexation agreement. The COUNTY shall not process any application until the completion of said twenty-one (21) days, or until the COUNTY receives notification from the MUNICIPALITY that a pre-annexation agreement between the MUNICIPALITY and the applicant will not be pursued, whichever occurs sooner. If no such notification is received by the COUNTY during said twenty-one (21) days, processing of the application shall continue by the COUNTY to completion.

C. Mutuality of Impact Consideration. The parties recognize that decisions by one party regarding development may impact property outside of its jurisdiction. The parties agree that jurisdictional boundaries shall not be the basis for giving any greater or lesser weight to those impacts during the course of deliberations.

D. Referrals to the County. The MUNICIPALITY shall refer proposals for DEVELOPMENT which lie within five hundred (500) feet of any property in unincorporated Weld County to the COUNTY for its review and recommendation. Such referral shall include at least a copy of the written DEVELOPMENT proposal. The MUNICIPALITY shall allow not less than twenty-one (21) days for the COUNTY to review same and furnish its recommendations to the MUNICIPALITY. If the COUNTY submits no comment or recommendation, the MUNICIPALITY may assume it has no objection to the proposal. If the COUNTY submits recommendations, the MUNICIPALITY shall either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to the COUNTY by a separate writing. Where the DEVELOPMENT is proposed as part of an annexation of more than ten (10) acres, the provisions of this section shall be deemed satisfied by compliance by the MUNICIPALITY with the notice and impact report provisions of the most current version of the Municipal Annexation Act then in effect. The COUNTY shall be given notice of, and may appear and be heard at, any hearing or other proceeding at which the MUNICIPALITY shall consider a DEVELOPMENT subject to the foregoing referral process.

Sec. 19-6-60. Implementation of CPA.

Following the mutual execution of this CPA, each party shall promptly enact and implement such amendments to its existing regulations as may be necessary to give effect to the provisions of Section 19-6-50. Each party shall have sole and exclusive discretion to determine such measures and any new ones enabling it to perform this CPA. Each party's land use regulations as referred to herein are ordinances whose amendment requires certain formalities, including notice and public hearings. The mutual covenants in this section and elsewhere to implement this CPA promptly are given and received with mutual recognition and understanding of the legislative processes involved, and such covenants shall be liberally construed in light thereof.

Sec. 19-6-70. Establishment of Common Development Standards.

The MUNICIPALITY and COUNTY shall, within one (1) year of the effective date of this CPA, attempt to agree to establish common development standards within designated areas, which may include areas within the MUNICIPALITY's boundaries and/or within the THREE (3) MILE AREA. Common development standards should include, but not be limited to, roadways (types, widths, horizontal design, access and spacing) and drainage (on-site, off-site, discharge, easements, and regional facilities).

Sec. 19-6-80. Miscellaneous Provisions.

A. Severability. Should any one or more sections or paragraphs of this CPA be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this CPA, the intention being that the various sections and paragraphs are severable; provided, however, that the parties shall then review the remaining provisions to determine if the CPA should continue, as modified, or if the CPA should be terminated.

B. Termination. This CPA shall continue in effect for a period of one year from the date first written above, and shall be renewed automatically thereafter for successive one (1) year periods. Notwithstanding the foregoing, however, either party may terminate this CPA by giving at least twelve (12) months' written notice thereof to the other party.

C. Amendment. This CPA may be amended only by a writing executed by the parties and adopted according to the same procedures as the original adoption (requiring the written consent of the amendment by both parties and compliance with the procedures detailed in Sections D and E, below).

D. Adoption by the MUNICIPALITY. The MUNICIPALITY shall at public hearing(s) consider this CPA for adoption upon published notification. The MUNICIPALITY shall provide a complete record of such public hearing(s) to the COUNTY for review prior to the start of the COUNTY's adoption process detailed in Section E, below.

E. Adoption by the COUNTY. The COUNTY shall, upon published notification consider this CPA for adoption and amendment to Chapter 19 of the Weld County Code. In the course of such adoption process, the COUNTY shall review the complete record of the public hearing(s) held by the MUNICIPALITY wherein it considered this CPA for adoption. The effective date of this CPA shall be its effective date of amendment to the Weld County Code.

F. Reserved Rights. Nothing herein shall be construed to limit any procedural or substantive rights afforded a party under law respecting the matters that are the subject of this CPA, including without limitation any rights of referral, participation or judicial review related to any land use or development procedure or approval of the other party, which rights are hereby reserved to each party.

G. Enforcement. Either party may enforce this CPA by an action for specific performance, declaratory and/or injunctive relief, or other equitable relief. The parties agree the remedies for enforcement hereof are limited to non-monetary relief, and each party hereby waives any right to seek damages for any violation of this CPA. No other person or entity shall have any right to enforce the provisions of this CPA.

BE IT FURTHER ORDAINED by the Board that the Clerk to the Board be, and hereby is, directed to arrange for Colorado Code Publishing to supplement the Weld County Code with the amendments contained herein, to coincide with chapters, articles, divisions, sections, and subsections as they currently exist within said Code; and to resolve any inconsistencies regarding capitalization, grammar, and numbering or placement of chapters, articles, divisions, sections, and subsections in said Code.

BE IT FURTHER ORDAINED by the Board, if any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is for any reason held or decided to be unconstitutional, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have enacted this Ordinance in each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

The above and foregoing Ordinance Number 2015-15 was, on motion duly made and seconded, adopted by the following vote on the 19th day of October, A.D., 2015.

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

ATTEST: Jason G. Meick

Weld County Clerk to the Board

Barbara Kirkmeyer
Barbara Kirkmeyer, Chair

BY: Rayela A. Hartie
Deputy Clerk to the Board

Mike Freeman
Mike Freeman, Pro-Tem

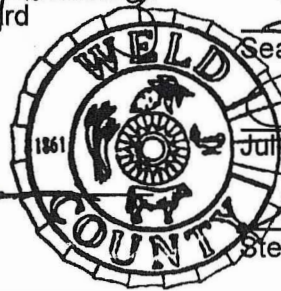
S.P.S.
Sean P. Conway

APPROVED AS TO FORM:

Brian T. [Signature]
County Attorney

Julie A. Cozad
Julie A. Cozad

Steve Moreno
Steve Moreno



Publication: September 2, 2015

First Reading: September 9, 2015
Publication: September 16, 2015, in the Greeley Tribune

Second Reading: September 28, 2015
Publication: October 7, 2015, in the Greeley Tribune

Final Reading: October 19, 2015
Publication: October 28, 2015, in the Greeley Tribune

Effective: November 2, 2015

Windsor Plan

This Coordinated Planning Agreement ("CPA") is made and entered into effective as of the 10th day of August, 2015, between the Board of County Commissioners of the County of Weld, State of Colorado, whose address is 1150 O Street, Greeley, CO 80631, hereinafter called the "COUNTY," and the Town of Windsor, a Colorado home rule municipal corporation, whose address is 301 Walnut Street, Windsor, Colorado 80550, hereinafter called the "MUNICIPALITY." The COUNTY and MUNICIPALITY are hereinafter sometimes referred to individually as "party" and collectively as "the parties."

RECITALS

A. COUNTY exercises governmental authority regulating land use, growth and development within the unincorporated areas of Weld County, Colorado, which areas include lands surrounding MUNICIPALITY; and

B. MUNICIPALITY exercises governmental authority with respect to land use, growth, and development within its municipal boundaries and regarding its annexations, and has demonstrated the capability of providing municipal services and facilities (including water and sewer services based on the municipality's code and/or other municipal service policies) within the THREE (3) MILE AREA, as defined herein; and

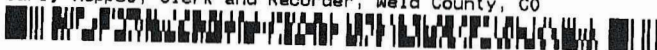
C. Title 29, Article 20 of the Colorado Revised Statutes, grants broad authority to local governments to plan for and regulate development and the use of land within their respective jurisdictions, accomplishing such activities through public processes that respect, protect, and promote private property rights; and

D. Title 29, Article 20 of the Colorado Revised Statutes, authorizes and encourages local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by the joint and coordinated exercise of planning, zoning, subdivisions, building, and related regulatory powers; and

E. Pressures for growth and development in MUNICIPALITY and COUNTY indicate that the joint and coordinated exercise by COUNTY and MUNICIPALITY of their respective planning, zoning, subdivision, building and related regulatory powers in such areas will best promote the objectives stated in this CPA; and

F. This CPA adheres to the objectives and Policies of the Weld County Comprehensive Plan, set forth in Section 22-2-40 of the Weld County Code and, in particular, UD.Goal 2., which encourages the establishment of intergovernmental agreements concerning growth areas with each municipality in Weld County.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein set forth, the parties agree as follows:



1. PURPOSES AND OBJECTIVES. The purpose of this CPA is to establish procedures and standards pursuant to which the parties will move toward greater coordination in the exercise of their land use and related regulatory powers within unincorporated areas surrounding MUNICIPALITY. The objectives of such efforts are to accomplish the type of development in such areas which best protects the health, safety, prosperity, and general welfare of the inhabitants of the parties and to achieve maximum efficiency and economy in the process of development. However, any action taken pursuant to this CPA that pertains to any land within MUNICIPALITY, for incorporated areas, and within COUNTY, for unincorporated areas, is subject to exclusive final approval by the governing body of MUNICIPALITY or COUNTY, respectively.

2. DEFINITIONS. For the purposes of this CPA the following terms shall be defined as set forth herein:

2.1 DEVELOPMENT. Any land use requiring regulatory approval by the elected governing body of the applicable party in the THREE (3) MILE AREA, except for an amendment to a plat or a down-zoning, neither of which creates any additional lots, and except for a Recorded Exemption or Subdivision Exemption. Existing agricultural uses, which are lawful uses, either as uses-by-right under the Weld County Code, or as legally existing non-conforming uses, are also exempt from the definition of "DEVELOPMENT."

2.2. THREE (3) MILE AREA. The area as defined by Colorado Revised Statutes, C.R.S. 31-12-105.1.E.

3. PLANNING COORDINATION. This CPA is intended to be a Comprehensive Development Plan adopted and implemented pursuant to C.R.S. § 29-20-105(2). Following the execution of this CPA by both parties, applications to COUNTY for DEVELOPMENT within the THREE (3) MILE AREA shall be processed and determined in accordance with the following:

3.1 REFERRAL. COUNTY shall refer all proposals for DEVELOPMENT within the THREE (3) MILE AREA to MUNICIPALITY for its review and recommendation. Such referral shall include at least a copy of the written DEVELOPMENT proposal and preliminary COUNTY staff summary of the case. COUNTY shall allow not less than twenty-one (21) days for MUNICIPALITY to review the referral and furnish its recommendations to COUNTY staff prior to formulation of the COUNTY staff recommendation. If the MUNICIPALITY does not respond within such time, COUNTY staff may proceed with its recommendation, but any comment or recommendation from MUNICIPALITY received on or before the Thursday immediately preceding the meeting of the Board of County Commissioners or Planning Commission when the matter shall be considered shall be transmitted to the Board or Commission. If the MUNICIPALITY submits no comment or recommendation, COUNTY may assume it has no objection to the proposal. If MUNICIPALITY submits recommendations, COUNTY shall either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to MUNICIPALITY by a separate writing. MUNICIPALITY shall be given notice of, and may appear and be heard at any hearing or other



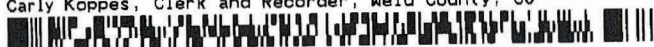
proceeding at which COUNTY shall consider a DEVELOPMENT subject to the foregoing referral process.

3.2 DEVELOPMENT WITHIN THREE (3) MILE AREA. Upon receipt of any proposal for DEVELOPMENT within the THREE (3) MILE AREA then currently eligible for voluntary annexation to MUNICIPALITY, COUNTY shall, in writing, at time of a pre-application with the Department of Planning Services, notify the proponent of the opportunity for annexation. The Director of Planning Services shall, in writing, notify MUNICIPALITY's mayor and Town Manager. MUNICIPALITY shall have twenty-one (21) days following contact by the proponent, which shall be documented in writing (with a copy of COUNTY), to notify COUNTY in writing that MUNICIPALITY and the applicant have agreed to the terms of a pre-annexation agreement. COUNTY shall not process any application until the completion of said twenty-one (21) days, or until COUNTY receives notification from the MUNICIPALITY that a pre-annexation agreement between MUNICIPALITY and the applicant will not be pursued, whichever occurs sooner. If no such notification is received by COUNTY during said twenty-one (21) days, processing of the application shall continue by COUNTY to completion.

3.3 MUTUALITY OF IMPACT CONSIDERATION. The parties recognize that decisions by one party regarding development may impact property outside of its jurisdiction. The parties agree that jurisdictional boundaries shall not be the basis for giving any greater or lesser weight to those impacts during the course of deliberations.

3.4 REFERRALS TO COUNTY. MUNICIPALITY shall refer proposals for DEVELOPMENT which lie within 500 feet of any property in unincorporated Weld County to COUNTY for its review and recommendation. Such referral shall include at least a copy of the written DEVELOPMENT proposal. MUNICIPALITY shall allow not less than twenty-one (21) days for COUNTY to review same and furnish its recommendations to MUNICIPALITY. If COUNTY submits no comment or recommendation MUNICIPALITY may assume it has no objection to the proposal. If COUNTY submits recommendations, MUNICIPALITY shall either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to COUNTY by a separate writing. Where the DEVELOPMENT is proposed as part of an annexation of more than 10 acres, the provisions of this section shall be deemed satisfied by compliance by MUNICIPALITY with the notice and impact report provisions of the most current version of the Municipal Annexation Act then in effect. COUNTY shall be given notice of, and may appear and be heard at any hearing or other proceeding at which MUNICIPALITY shall consider a DEVELOPMENT subject to the foregoing referral process.

4. IMPLEMENTATION OF CPA. Following the mutual execution of this CPA, each party shall promptly enact and implement such amendments to its existing regulations as may be necessary to give effect to the provisions of Section 3. Each party shall have sole and exclusive discretion to determine such measures and any new ones enabling it to perform this CPA. Each party's land use regulations as referred to herein are ordinances whose amendment requires certain formalities, including notice and public hearings. The mutual covenants in this section and elsewhere to implement this CPA promptly are given and received with mutual recognition



and understanding of the legislative processes involved, and such covenants shall be liberally construed in light thereof.

5. ESTABLISHMENT OF COMMON DEVELOPMENT STANDARDS.

MUNICIPALITY and COUNTY shall, within one (1) year of the effective date of this CPA, attempt to agree to establish common development standards within designated areas, which may include areas within MUNICIPALITY's boundaries and/or within the THREE (3) MILE AREA. Common development standards should include, but not be limited to, roadways (types, widths, horizontal design, access and spacing) and drainage (on-site, off-site, discharge, easements, and regional facilities).

6. MISCELLANEOUS PROVISIONS.

6.1 Severability. Should any one or more sections or paragraphs of this CPA be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this CPA, the intention being that the various sections and paragraphs are severable; provided, however, that the parties shall then review the remaining provisions to determine if the CPA should continue, as modified, or if the CPA should be terminated.

6.2 Termination. This CPA shall continue in effect for a period of one year from the date first written above, and shall be renewed automatically thereafter for successive one (1) year periods. Notwithstanding the foregoing, however, either party may terminate this CPA by giving at least twelve (12) months' written notice thereof to the other party.

6.3 Amendment. This CPA may be amended only by a writing executed by the parties and adopted according to the same procedures as the original adoption (requiring the written consent of the amendment by both parties and compliance with the procedures detailed in Sections 6.4 and 6.5 of this CPA).

6.4 Adoption by MUNICIPALITY. MUNICIPALITY shall at public hearing(s) consider this CPA for adoption upon published notification. MUNICIPALITY shall provide a complete record of such public hearing(s) to COUNTY for review prior to the start of COUNTY's adoption process detailed in Section 6.5, below.

6.5 Adoption by COUNTY. COUNTY shall, upon published notification consider this CPA for adoption and amendment to Chapter 19 of the Weld County Code. In the course of such adoption process, COUNTY shall review the complete record of the public hearing(s) held by MUNICIPALITY wherein it considered this CPA for adoption. The effective date of this CPA shall be its effective date of amendment to the Weld County Code.

6.6 Reserved Rights. Nothing herein shall be construed to limit any procedural or substantive rights afforded a party under law respecting the matters that are the subject of this CPA, including without limitation any rights of referral, participation or judicial review related to any land use or development procedure or approval of the other party, which rights are hereby reserved to each party.



6.7 Enforcement. Either party may enforce this CPA by an action for specific performance, declaratory and/or injunctive relief, or other equitable relief. The parties agree the remedies for enforcement hereof are limited to non-monetary relief, and each party hereby waives any right to seek damages for any violation of this CPA. No other person or entity shall have any right to enforce the provisions of this CPA.

IN WITNESS WHEREOF, the parties have executed this CPA effective as of the date first above written.

ATTEST: Esther E. Meade
CLERK OF THE BOARD

BOARD OF COUNTY
COMMISSIONERS OF
WELD COUNTY, COLORADO

Cheryl A. Hoffman
Deputy Clerk to the Board



Barbara Kirkmeyer
Barbara Kirkmeyer, Chairman

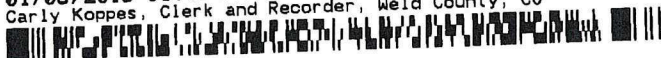
ATTEST:

MUNICIPALITY
TOWN OF WINDSOR

Patti Garcia
Patti Garcia, Town Clerk



John S. Vazquez
John S. Vazquez, Mayor





October 14, 2025

Michael Franke, AICP, Planner III
City of Greeley Community Development
1100 10th Street
Greeley, CO 80631

Subject: Great Western Industrial Park Serial Annexations

Dear Mr. Franke,

Thank you for the opportunity to provide comments regarding the Great Western Industrial Park Serial Annexations proposing to annex approximately 325 acres with nine meandering annexations. As you may be aware, the proposed annexations include areas of overlap with Windsor's corporate limits, Growth Management Area, Windsor-owned property and also conflict with several other adopted plans, agreements and statutes as outlined herein.

Contiguity

As stated in the application materials: "The subject parcels are currently outside of the City of Greeley growth boundaries and thus do not have a Future Land Use designation in the Imagine Greeley Comprehensive Plan". Conversely, the vast majority of the proposed acreage has been within Windsor's Growth Management Area (GMA) for decades and has a land use depiction of Heavy Industrial, Employment/Flex Industrial and Parks and Open Space.

It appears that the subject annexations rely on contiguity that includes annexation of property owned by the Town of Windsor (see attached Deed of Dedication for Right-of-Way recorded with the Weld County Clerk and Recorder at 4565823 on 2/11/2020). As property owner, **the Town of Windsor does not consent to Greeley's annexation of this property.** Additionally, other aspects of proposed contiguity along the Cache la Poudre River appear to overlap Town of Windsor existing municipal boundaries and Windsor does not consent to annexation of any property that overlaps its corporate boundaries.

It is not clear why the annexation does not include the entire 20-foot width of the proposed "flagpole". Windsor respectfully requests clarification regarding why only a 10-foot wide tract of land is proposed to be annexed, leaving a strip of unincorporated property out of the annexation. Similarly, the annexation appears to exclude an enclave labeled as "Subdivision Exemption SE-1099", leaving an enclave of unincorporated property in Weld County. Please also clarify the reason and intent behind the creation of this enclave.

Basic land use planning principles discourage leapfrog development and flagpole annexation for obvious reasons of inefficient provision of services, emergency response and overlapping jurisdictions and regulations. The proposed creation of a disconnected Greeley enclave to be surrounded by Windsor is contrary to logical land use planning.

Growth Management Area

The Great Western properties proposed for annexation have been within the Town of Windsor's Growth Management Area (GMA) for more than 25 years, and the Town has worked cooperatively with the surrounding property owners to plan and develop the Great Western Industrial Park and future mixed-use development in the area. Decades of land use and infrastructure planning and investment have been based on the land within the GMA annexing to Windsor and utilizing Windsor municipal services and infrastructure. The subject area is adjacent to Windsor utilities and transportation network.

NFRWQPA Section 208 Boundary

The Areawide Water Quality Management Plan (Regional Plan) adopted by the North Front Range Water Quality Planning Association (NFRWQPA) details the regional considerations for the protection of water quality. In so doing, it projects growth and development trends in the area and establishes a rational plan for accommodating growth. A plan objective is to avoid unacceptable adverse environmental impacts, which might be caused by allowing wastewater services to be provided through numerous entities for facilities in an uncoordinated fashion. NFRWQPA identifies the Great Western properties as part of the Town of Windsor's 208 Plan Boundary and excludes the site from Greeley's 208 Plan Boundary (please see attached).

Windsor-Greeley Intergovernmental Agreement

The Town of Windsor and City of Greeley have a long history of cooperation regarding land use planning, having entered into multiple intergovernmental agreements over the past 25 years. However, the Great Western properties were not even identified as part of the Cooperative Planning Area as defined in the Windsor-Greeley intergovernmental agreement due to the fact that the properties are for all intents and purposes an enclave surrounded by Windsor's incorporated boundary. The subject properties have been within Windsor's GMA for decades.

Colorado Statutes Regarding Annexation

The legislative intent of a three mile planning area is to promote orderly growth and logical land use patterns and to discourage practices such as "flagpole" annexations. The Great Western properties are surrounded on all sides by the Town of Windsor's incorporated limits having over 99% contiguity with Windsor and minimal contiguity with Greeley.

The proposed annexations would essentially use the Cache la Poudre River corridor to create an extreme example of a flagpole annexation that is inconsistent with annexation statutes. The proposed annexations specifically contradict the following legislative declarations:

31-12-102. Legislative declaration.

(1) The general assembly hereby declares that the policies and procedures in this part 1 are necessary and desirable for the orderly growth of urban communities in the state of Colorado, and to these ends this part 1 shall be liberally construed. The general assembly further declares that it is the purpose of this part 1:

(a) To encourage natural and well-ordered development of municipalities of the state; (emphasis added)

(b) To distribute fairly and equitably the costs of municipal services among those persons who benefit therefrom; (emphasis added)

(c) To extend municipal government, services, and facilities to eligible areas which form a part of the whole community; (emphasis added)

(d) To simplify governmental structure in urban areas; (emphasis added)

(e) To provide an orderly system for extending municipal regulations to newly annexed areas; (emphasis added)

- (f) To reduce friction among contiguous or neighboring municipalities; (emphasis added)**
(g) To increase the ability of municipalities in urban areas to provide their citizens with the services they require; (emphasis added)

Furthermore, the area proposed for annexation is currently eligible for annexation to Windsor as the property boundary has ample contiguity with Windsor's incorporated boundary and is not contiguous with Greeley.

31-12-104. Eligibility for annexation.

(1) No unincorporated area may be annexed to a municipality unless one of the conditions set forth in section 30 (1) of article II of the state constitution first has been met. An area is eligible for annexation if the provisions of section 30 of article II of the state constitution have been complied with and the governing body, at a hearing as provided in section 31-12-109, finds and determines:

(a) That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the annexing municipality. Contiguity shall not be affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way or area, public lands, whether owned by the state, the United States, or an agency thereof, except county-owned open space, or a lake, reservoir, stream, or other natural or artificial waterway between the annexing municipality and the land proposed to be annexed. Subject to the requirements imposed by section 31-12-105 (1)(e), contiguity may be established by the annexation of one or more parcels in a series, which annexations may be completed simultaneously and considered together for the purposes of the public hearing required by sections 31-12-108 and 31-12-109 and the annexation impact report required by section 31-12-108.5.

(b) That a community of interest exists between the area proposed to be annexed and the annexing municipality; that said area is urban or will be urbanized in the near future; and that said area is integrated with or is capable of being integrated with the annexing municipality. (emphasis added)

(2)(a) The contiguity required by paragraph (a) of subsection (1) of this section may not be established by use of any boundary of an area which was previously annexed to the annexing municipality if the area, at the time of its annexation, was not contiguous at any point with the boundary of the annexing municipality, was not otherwise in compliance with paragraph (a) of subsection (1) of this section, and was located more than three miles from the nearest boundary of the annexing municipality, nor may such contiguity be established by use of any boundary of territory which is subsequently annexed directly to, or which is indirectly connected through subsequent annexations to, such an area.

(b) Because the creation or expansion of disconnected municipal satellites, which are sought to be prohibited by this subsection (emphasis added) (2), violates both the purposes of this article as expressed in section 31-12-102 and the limitations of this article, any annexation which uses any boundary in violation of this subsection (2) may be declared by a court of competent jurisdiction to be void ab initio in addition to other remedies which may be provided. The provisions of section 31-12-116 (2) and (4) and section 31-12-117 shall not apply to such an annexation. Judicial review of such an annexation may be sought by any municipality having a plan in place pursuant to section 31-12-105 (1)(e) directly affected by such annexation, in addition to those described in section 31-12-116 (1). Such review may be, but need not be, instituted prior to the effective date of the annexing ordinance and may include injunctive relief. Such review shall be brought no later than sixty days after the effective date of the annexing ordinance or shall forever be barred.

(c) Contiguity is hereby declared to be a fundamental element in any annexation, and this subsection (2) shall not in any way be construed as having the effect of legitimizing in any way any noncontiguous annexation.

Windsor-Severance Fire Rescue (WSFR)

The annexation materials also include a petition to withdraw the subject territory from WSFR boundaries. WSFR is a Colorado Special Tax District that will submit their concerns regarding this proposal directly to the City of Greeley.

Windsor-Weld County Coordinated Planning Agreement

The proposed annexations are inconsistent with the Coordinated Planning Agreement (CPA) between Windsor and Weld County as described therein. The CPA is intended to be a Comprehensive Development Plan adopted and implemented pursuant to applicable Colorado Revised Statutes (please see attached).

Summary / Recommendation

The proposed annexations are inconsistent with numerous long range land use planning documents and agreements upon which many years and resources have been invested. Furthermore, the proposed annexations are in direct conflict with the Municipal Annexation Act of 1965; specifically:

1. The proposed annexations are neither natural nor well-ordered development of the City of Greeley attempting to use the Cache la Poudre River corridor to gain required contiguity.
2. The proposed annexations will require municipal services and facilities which are disconnected from the whole community of the City of Greeley.
3. The annexations propose to complicate the structure of the urban area by annexing an area already surrounded by the Town of Windsor and served by Windsor-Severance Fire Rescue.
4. The annexations propose a disorderly system for extending municipal regulations to overlapping areas, which will create a patchwork regulatory environment and confusion regarding overlapping utilities, services and emergency response for the area.
5. The annexations would increase friction between contiguous neighboring municipalities that have previously cooperated regarding land use planning.
6. The annexations will fragment services in the area between multiple municipalities that will result in inefficiencies and confusion.
7. There is no community of interest between the area proposed to be annexed and the City of Greeley, while the area is surrounded by the Town of Windsor's corporate limits.
8. The creation of disconnected municipal satellites is sought to be prohibited by Colorado Revised Statutes.
9. As owner of the property described in the attached Deed of Dedication for Right-of-Way recorded with the Weld County Clerk and Recorder at 4565823 on 2/11/2020, the Town of Windsor does not consent to Greeley's annexation of this property.

Therefore, based upon the aforementioned myriad conflicts and lack of consistency with basic land use planning principles, the Town of Windsor recommends denial of the proposed annexations.

Attachments

Deed of Dedication for Right-of-Way

Windsor Comprehensive Plan excerpts

NFRWQA 208 maps

Weld County Coordinated Planning Agreement – Weld County Code Ordinance 2015-15

Colorado Revised Statutes 31-12-102 & 31-12-104 Regarding Annexation

Copy

Shane Hale, Town Manager

Eric Lucas, Deputy Town Manager

Dan Money, Town Attorney

John Thornhill, Community Development Director

Chris Angermuller, Fire Chief, Windsor Severance Fire Rescue

Sandra Friedrichsen, Fire Marshal, Windsor Severance Fire Rescue

David Eisenbraun, Planning Director, Weld County

Maxwell Nader, Planning Manager, Weld County

Brian McBroom, Community Development Director, City of Greeley

Donald Threewitt, Deputy Director of Community Development, City of Greeley

DEED OF DEDICATION FOR RIGHT OF WAY
(Portions of Crossroads Boulevard and Great Western Drive)

The undersigned, GWIP, LLC, a Colorado limited liability company and WINDSOR RENEWAL I, LLC, a Colorado limited liability company (collectively, "Grantor"), as a condition of approval of Great Western Subdivision 7th Filing and Central Oceans USA Conditional Use Grant and Site Plan Development Agreement and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, grant, transfer and convey to the TOWN OF WINDSOR, COLORADO, a municipal corporation ("Town"), for public use as a perpetual right-of-way for roadway, utility and storm drainage purposes on, over, across, under, along and within the real property located in Sections 34 and 35 T36N, R67W of the Sixth Principal Meridian, County of Weld, State of Colorado, as more particularly depicted on the Dedication Map attached hereto as Exhibit A, and described in the legal descriptions and depictions attached hereto as Exhibit B (Great Western Drive Dedication Parcel) and Exhibit C (Crossroads Boulevard Dedication Parcels RW-3, RW-4 and RW-5) (collectively, the "Property"), incorporated herein by this reference as if set forth fully, with all appurtenances, and warrants title to the same against all and every person claiming any part thereof by, through, or under Grantor, free and clear of all liens and encumbrances, subject to all matters, reservations and exceptions of record.

Acceptance of this conveyance by the Town shall not impose upon the Town any obligation for opening, widening, installation, improvement or maintenance of improvements to the Property, which obligation shall arise, if at all, by separate action of the Windsor Town Board.

DATED this 11 day of February, 2020.

[Signatures on following pages]

GWIP, LLC, a Colorado limited liability company

By: [Signature]
Name: Kevin J. Shuba
Title: Manager

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 7 day of February, 2020, by Kevin J. Shuba, as Manager of GWIP, LLC, a Colorado limited liability company.

Witness my official hand and seal. My commission expires 11/01/2020.



[Signature]
Notary Public

WINDSOR RENEWAL I, LLC, a Colorado limited liability company

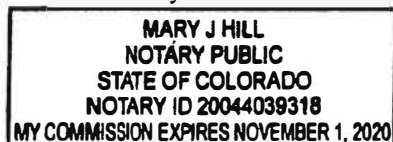
By: [Signature]
Name: Kevin J. Shuba
Title: Manager

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 7 day of February, 2020, by Kevin J. Shuba, as Manager of WINDSOR RENEWAL I, LLC, a Colorado limited liability company.

Witness my official hand and seal. My commission expires 11/01/2020.



[Signature]
Notary Public

Deed of Dedication for Right-of-Way

ACCEPTANCE

The Town of Windsor hereby accepts the above Deed of Dedication for Right-of-Way for municipal purposes as defined herein.

Dated this 10th day of February, 2020.

TOWN OF WINDSOR, COLORADO
a Colorado municipality

Ken Bennett
~~Kristie Melendez, Mayor~~
Ken Bennett, Mayor Pro Tem

ATTEST:

Krystal Eucker
Krystal Eucker, Town Clerk

APPROVED AS TO FORM:

Ian D. McCargar
Ian D. McCargar, Town Attorney



Deed of Dedication for Right-of-Way

EXHIBIT A
(DEDICATION MAP)

[Portions of Crossroads Boulevard and Great Western Drive]

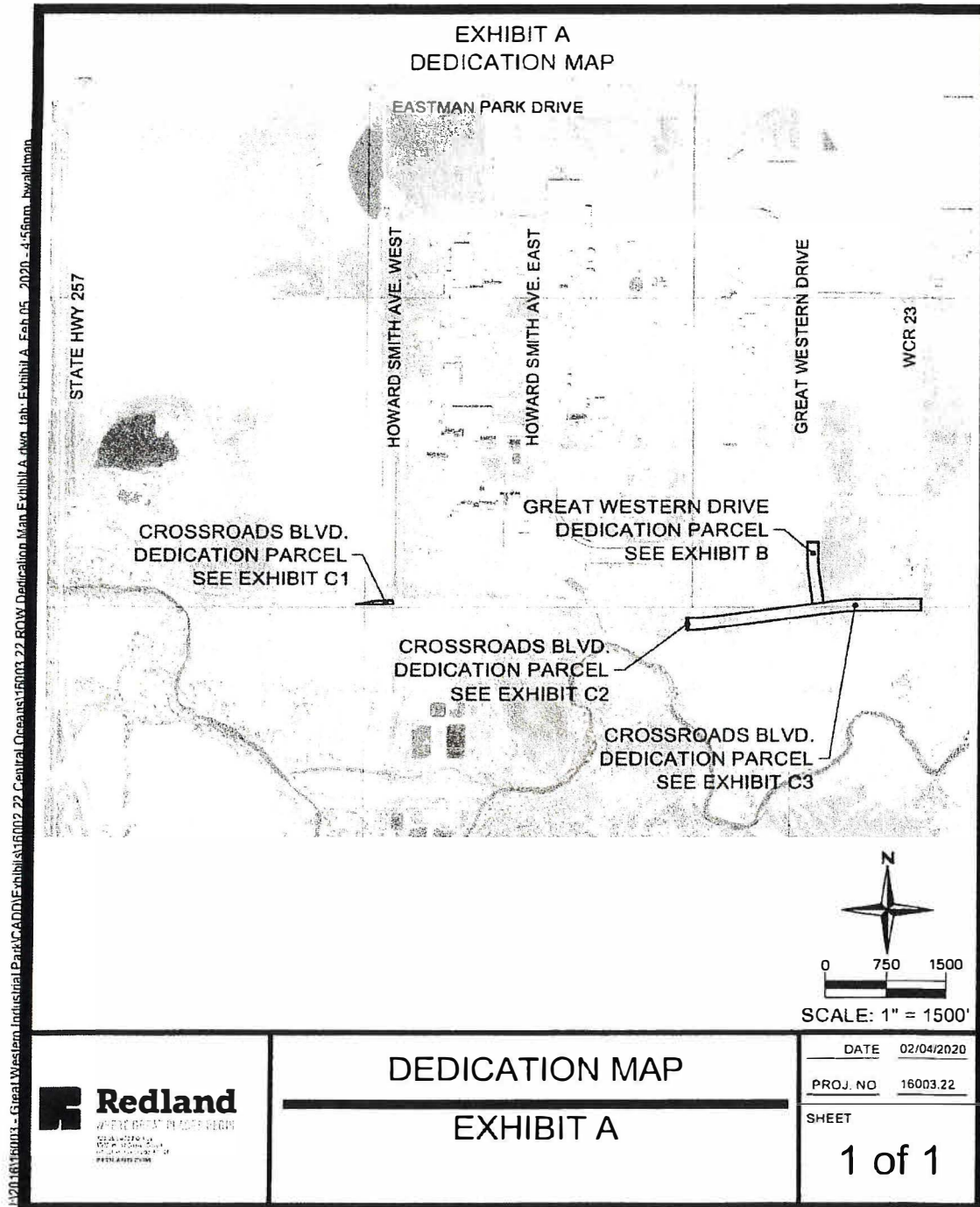


EXHIBIT B
(GREAT WESTERN DRIVE DEDICATION PARCEL)

EXHIBIT B

GREAT WESTERN DRIVE DEDICATION PARCEL

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 5, GREAT WESTERN INDUSTRIAL PARK SUBDIVISION SEVENTH FILING, RECORDED UNDER RECEPTION NO. 3849231 IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT A, OF SAID GREAT WESTERN INDUSTRIAL PARK SUBDIVISION SEVENTH FILING, WHENCE THE EASTERLY BOUNDARY OF SAID TRACT A BEARS NORTH 00°22'40" WEST, A DISTANCE OF 1876.25 FEET, WITH ALL BEARINGS HEREIN REFERENCED THERETO;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 00°22'40" EAST, A DISTANCE OF 232.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1435.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°14'29". AN ARC LENGTH OF 181.36 FEET;

THENCE SOUTH 07°37'09" EAST, A DISTANCE OF 369.74 FEET TO THE NORTHERLY LINE OF PARCEL RW-5;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 82°22'51" WEST, A DISTANCE OF 130.00 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, NORTH 07°37'09" WEST, A DISTANCE OF 369.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1565.00 FEET;

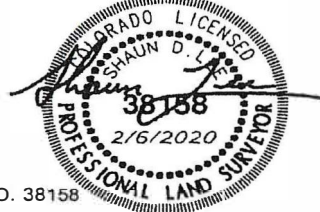
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°14'29". AN ARC LENGTH OF 197.79 FEET;

THENCE NORTH 00°22'40" WEST, A DISTANCE OF 232.62 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A;

THENCE ALONG THE SOUTHERLY BOUNDARY, NORTH 89°41'30" EAST, A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING**.

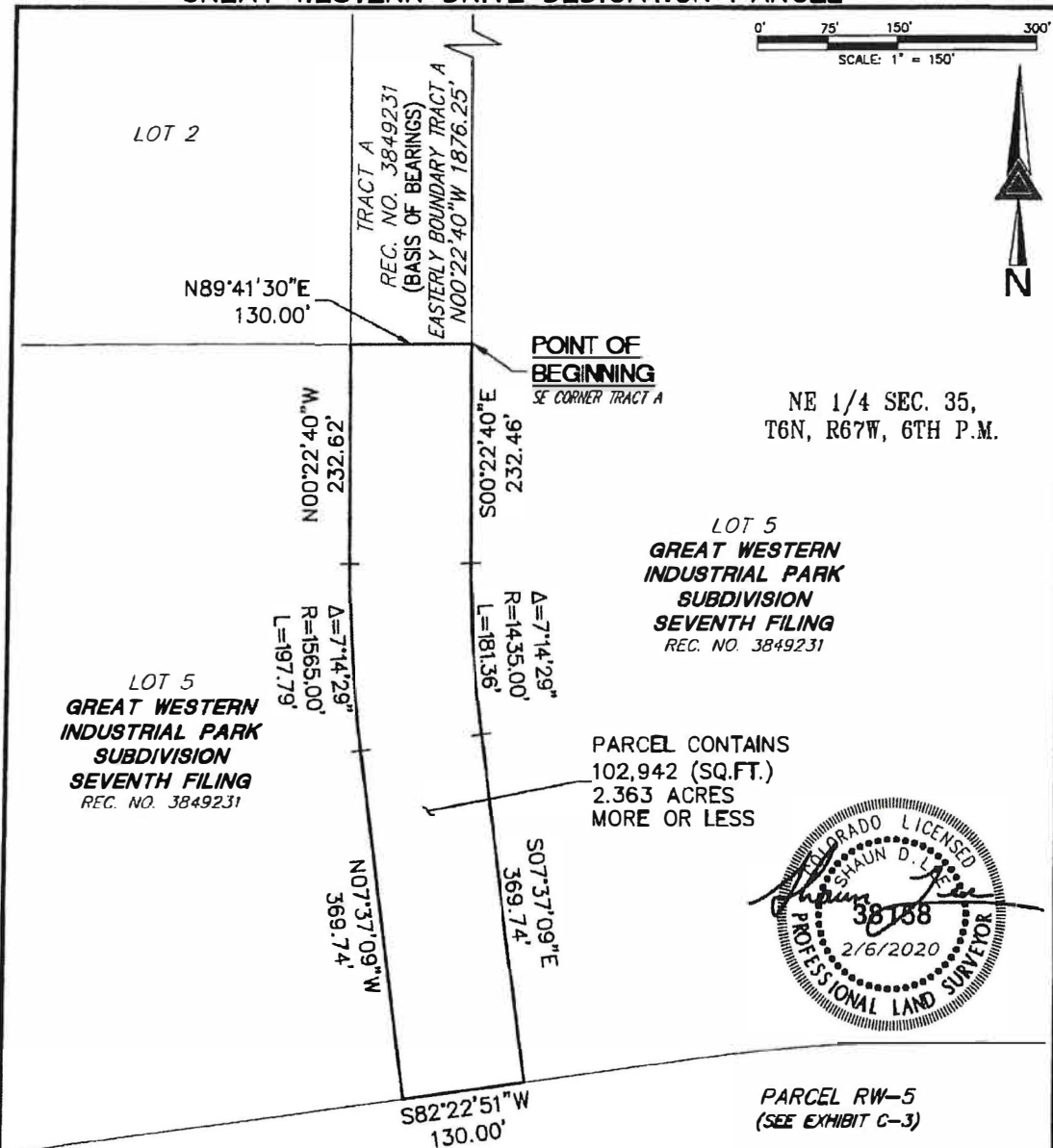
CONTAINING AN AREA OF 2.363 ACRES, (102,942 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



SHAUN D. LEE
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38158
 FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
 300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
 303-713-1898

ILLUSTRATION TO EXHIBIT B
GREAT WESTERN DRIVE DEDICATION PARCEL



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: _____
DWG NAME: _____
DWG: CWP CHK: SDJ
DATE: 01/27/2020
SCALE: 1" = 150'

GREAT WESTERN ROW EXTENSION 2020-01-27.DWG

AZTEC
CONSULTANTS, INC.

Q:\54819-04-06 - Great Western_Control Oceans\Draw\EXHIBITS

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

ILLUSTRATION TO EXHIBIT B
NE 1/4 SEC. 35, T6N, R67W, 6TH P.M.
WELD COUNTY, COLORADO

JOB NUMBER 54819-04-06

2 OF 2 SHEETS

EXHIBIT C

(CROSSROADS BOULEVARD DEDICATION PARCELS RW-3, RW-4, RW-5)

EXHIBIT C-1

CROSSROADS BOULEVARD DEDICATION PARCELS

PARCEL RW-3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED UNDER RECEPTION NO. 3340221, IN THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST 1/16TH CORNER OF SAID SECTION 34, WHENCE THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34 BEARS SOUTH 89°42'23" WEST, A DISTANCE OF 1191.09 FEET, ALL BEARINGS HEREON ARE REFERENCED THERETO;

THENCE ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34, SOUTH 89°42'23" WEST, A DISTANCE OF 449.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1575.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 14°33'12" EAST;

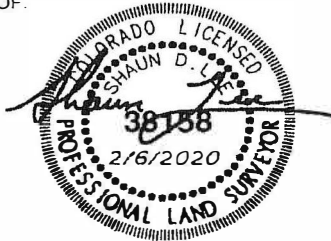
THENCE DEPARTING SAID SOUTH LINE, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°15'36", AN ARC LENGTH OF 391.99 FEET;

THENCE NORTH 89°42'23" EAST, A DISTANCE OF 56.83 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34;

THENCE ALONG SAID EAST LINE, SOUTH 05°33'37" EAST, A DISTANCE OF 48.73 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.355 ACRES, (15,456 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



SHAUN D. LEE, PLS 38158
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT C-1
PARCEL RW-3

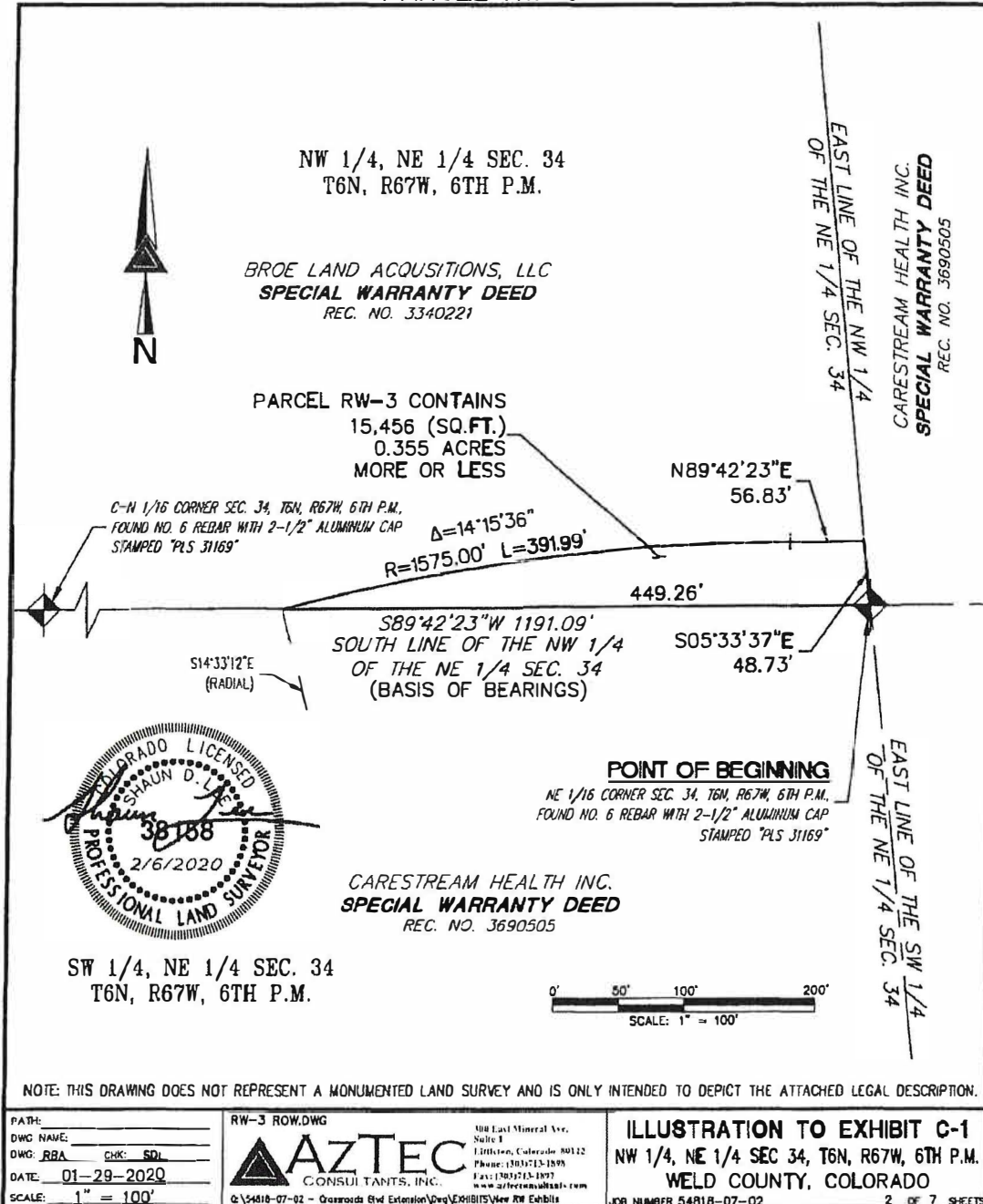


EXHIBIT C-2

CROSSROADS BOULEVARD DEDICATION PARCELS

PARCEL RW-4

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED UNDER RECEPTION NO. 3813465, IN THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 35, WHENCE THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 BEARS SOUTH 89°32'22" WEST, A DISTANCE OF 3115.62 FEET, ALL BEARINGS HEREON ARE REFERENCED THERETO;

THENCE NORTH 37°02'31" WEST, A DISTANCE OF 1,205.36 FEET TO THE WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED, AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 00°04'30" WEST, A DISTANCE OF 150.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2925.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°32'08" WEST;

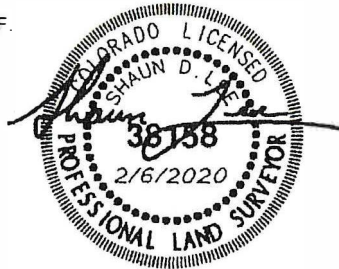
THENCE DEPARTING SAID WESTERLY BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'45", AN ARC LENGTH OF 10.00 FEET TO THE EASTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°04'30" EAST, A DISTANCE OF 150.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3075.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°41'58" WEST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'11", AN ARC LENGTH OF 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 0.034 ACRES, (1,500 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



SHAUN D. LEE, PLS 38158
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT C-2
PARCEL RW-4

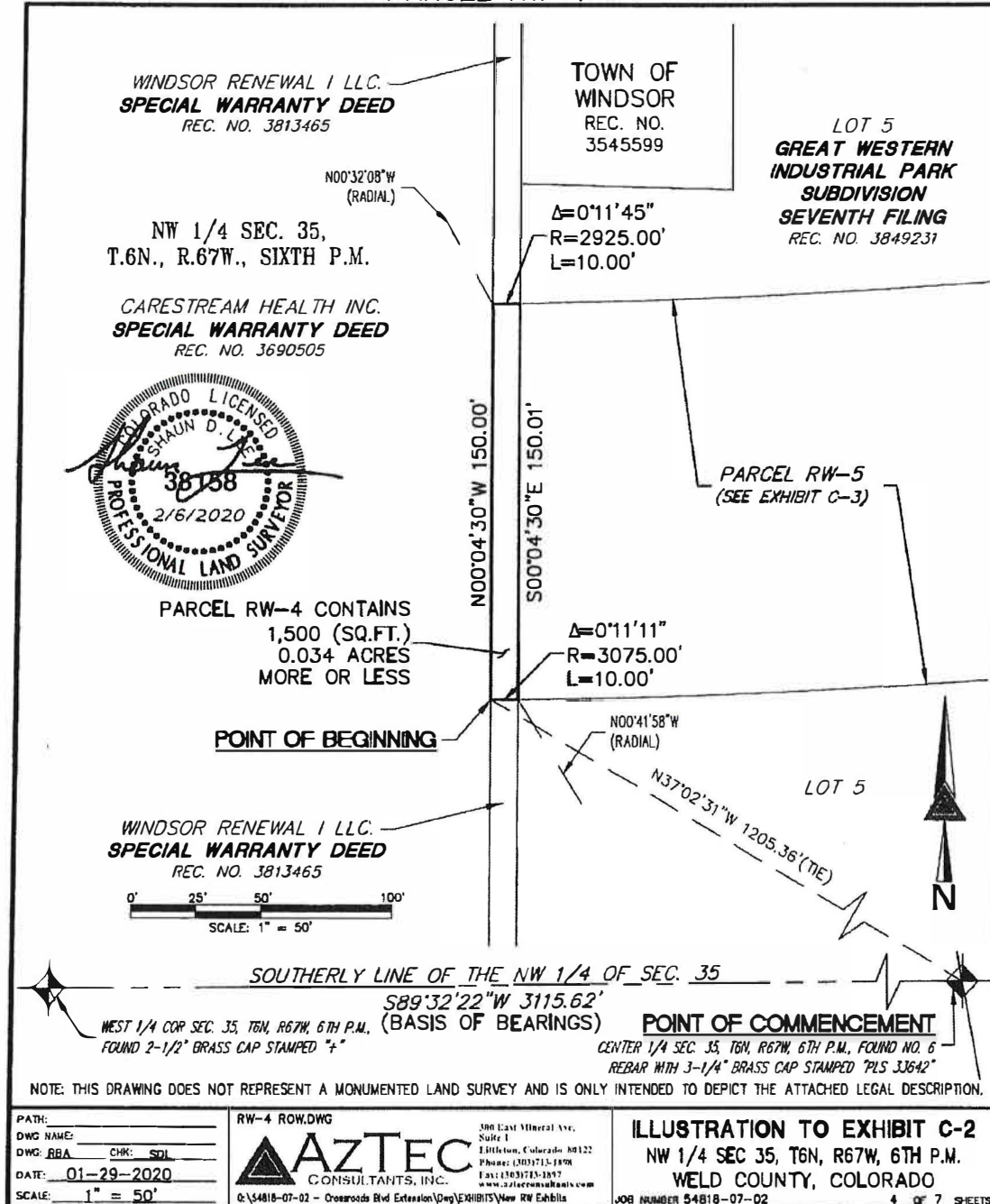


EXHIBIT C-3
CROSSROADS BOULEVARD DEDICATION PARCELS
PARCEL RW-5
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 5, GREAT WESTERN INDUSTRIAL PARK SUBDIVISION SEVENTH FILING, RECORDED UNDER RECEPTION NO. 3849231, IN THE RECORDS OF THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTH HALF OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 35, WHENCE THE WEST LINE OF THE NORTHEAST QUARTER BEARS NORTH 10°47'21" WEST, A DISTANCE OF 2688.26 FEET, WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE NORTH 32°46'58" WEST, A DISTANCE OF 1,322.93 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 5, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2925.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°43'53" WEST AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID WESTERLY BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°53'15", AN ARC LENGTH OF 351.62 FEET;

THENCE NORTH 82°22'51" EAST, A DISTANCE OF 1531.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1500.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°15'57", AN ARC LENGTH OF 190.22 FEET;

THENCE NORTH 89°38'48" EAST, A DISTANCE OF 798.14 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35;

THENCE ALONG SAID EAST LINE, SOUTH 00°33'48" EAST, A DISTANCE OF 150.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89°38'48" WEST, A DISTANCE OF 798.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1350.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°15'57", AN ARC LENGTH OF 171.20 FEET;

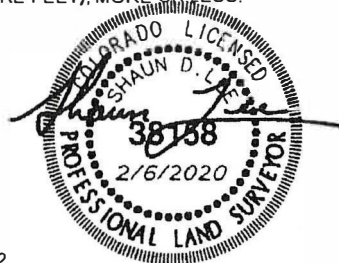
THENCE SOUTH 82°22'51" WEST, A DISTANCE OF 1531.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3075.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°55'11", AN ARC LENGTH OF 371.37 FEET TO SAID WESTERLY BOUNDARY;

THENCE ALONG SAID WESTERLY BOUNDARY, NON-TANGENT TO SAID CURVE, NORTH 00°04'30" WEST, A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.889 ACRES, (430,756 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



SHAUN D. LEE, PLS 38158
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT C-3
PARCEL RW-5

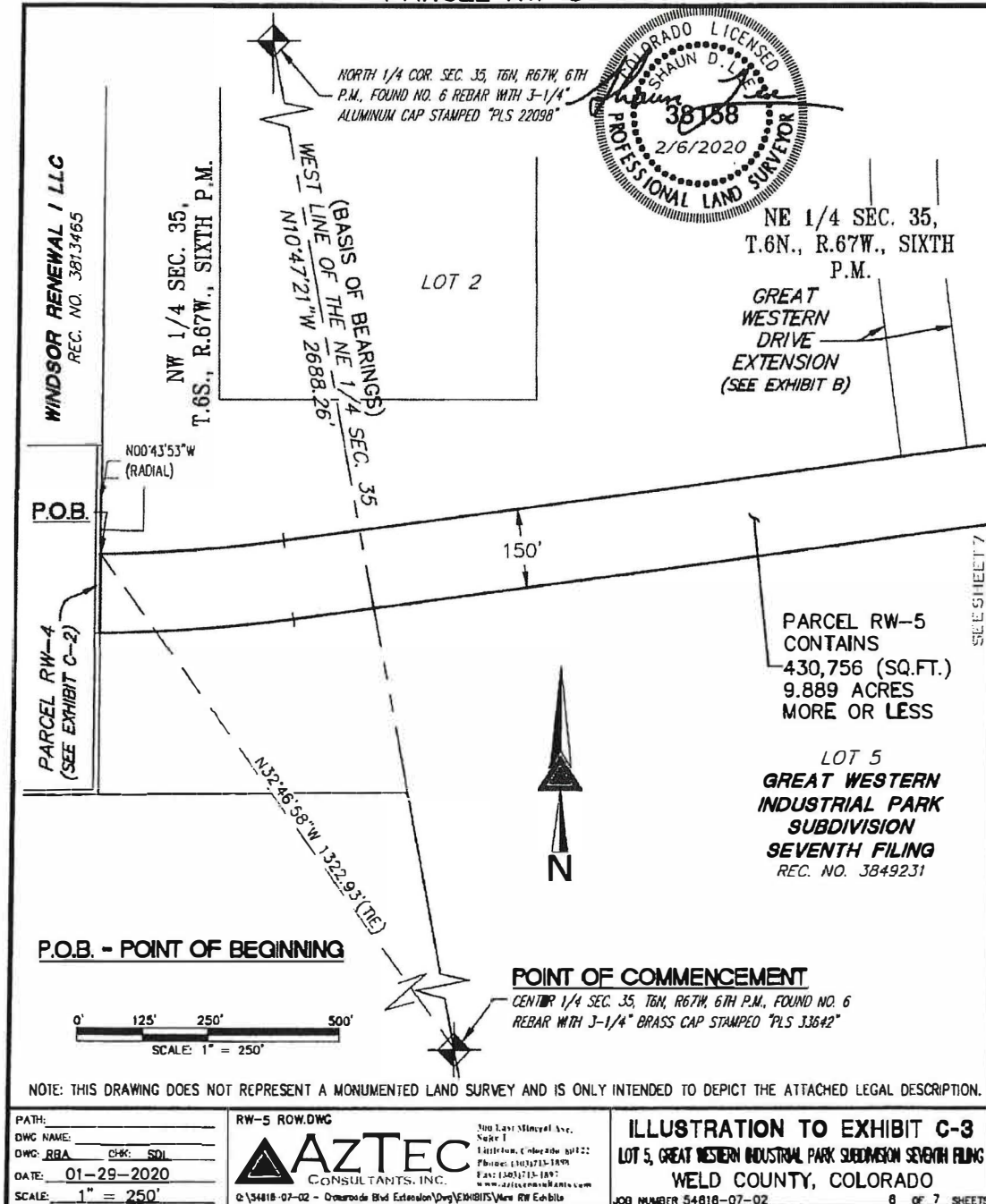
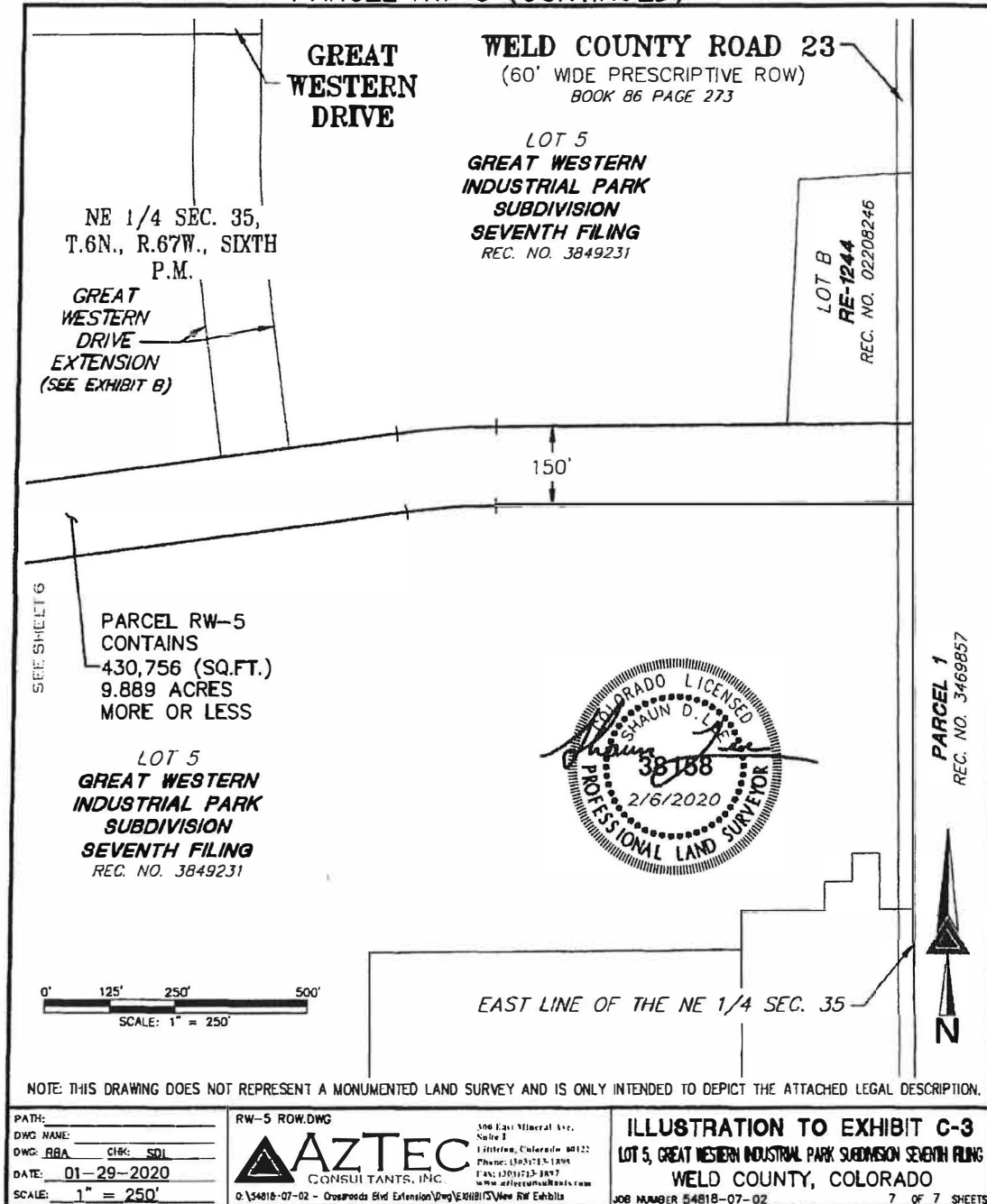
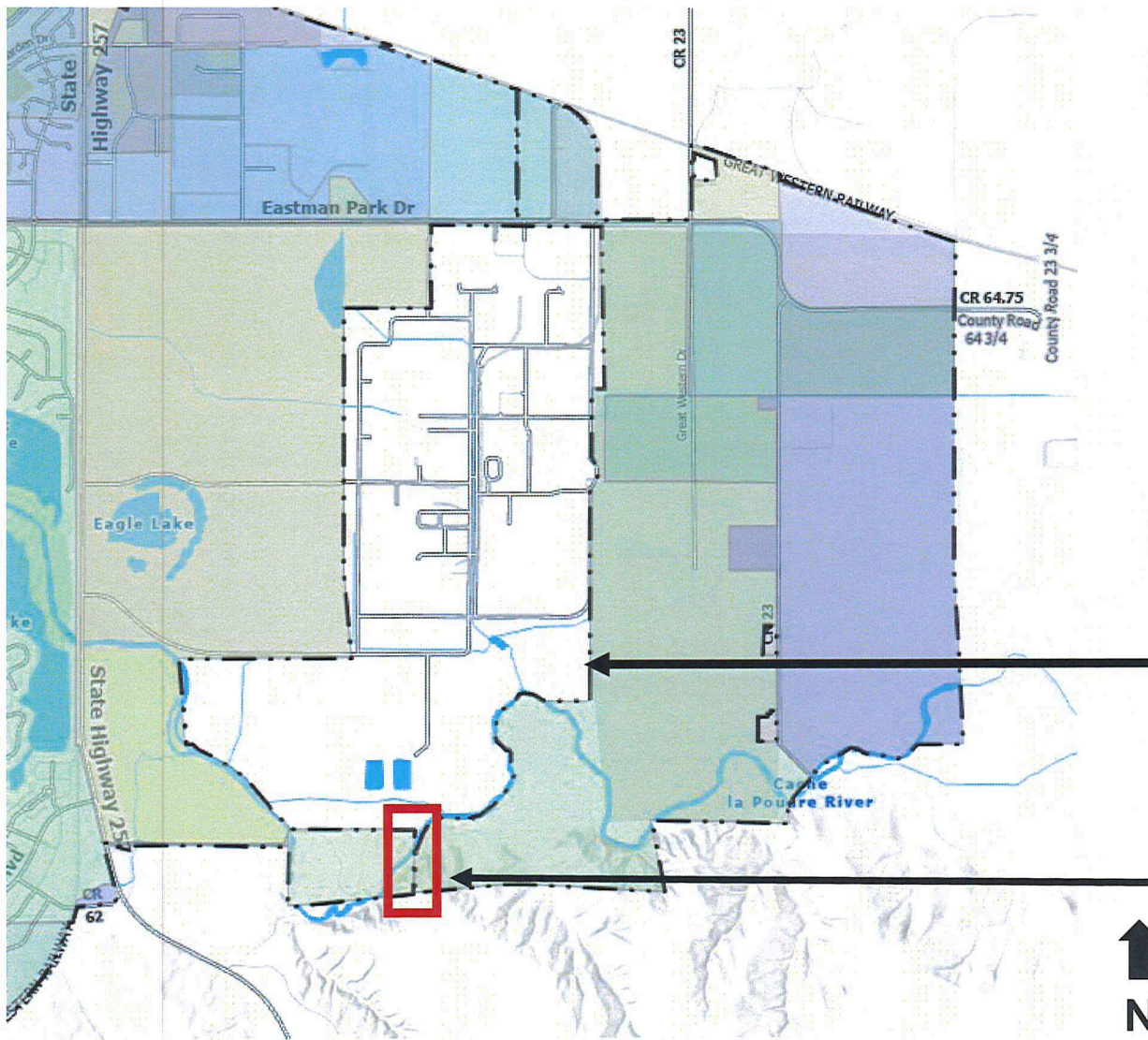


ILLUSTRATION TO EXHIBIT C-3
PARCEL RW-5 (CONTINUED)





Town of Windsor Annexations

Contiguous boundary with
Town of Windsor Municipal
Limits:

~6.08 miles / 32,135 feet
~99.94% contiguity

See next slide for enlarged area

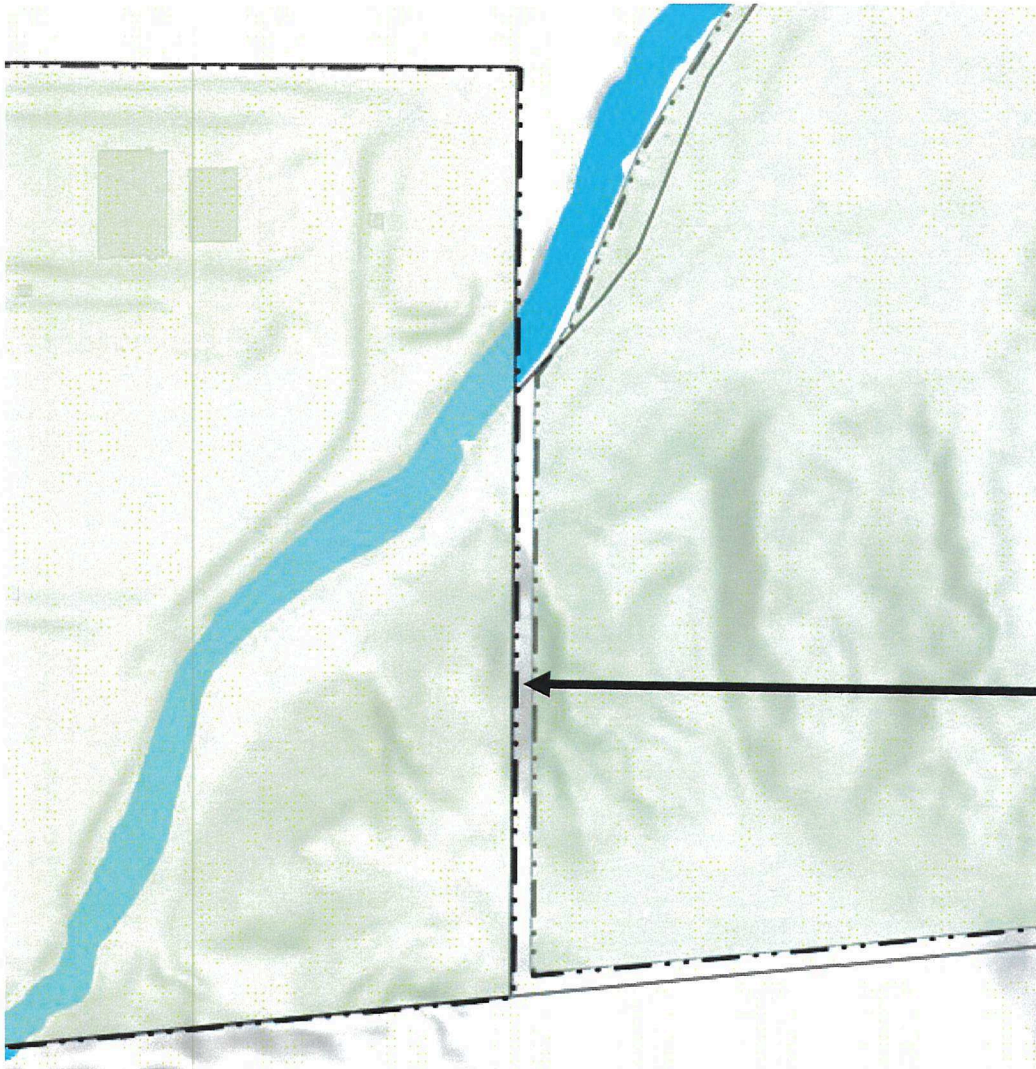
Town of Windsor Annexations

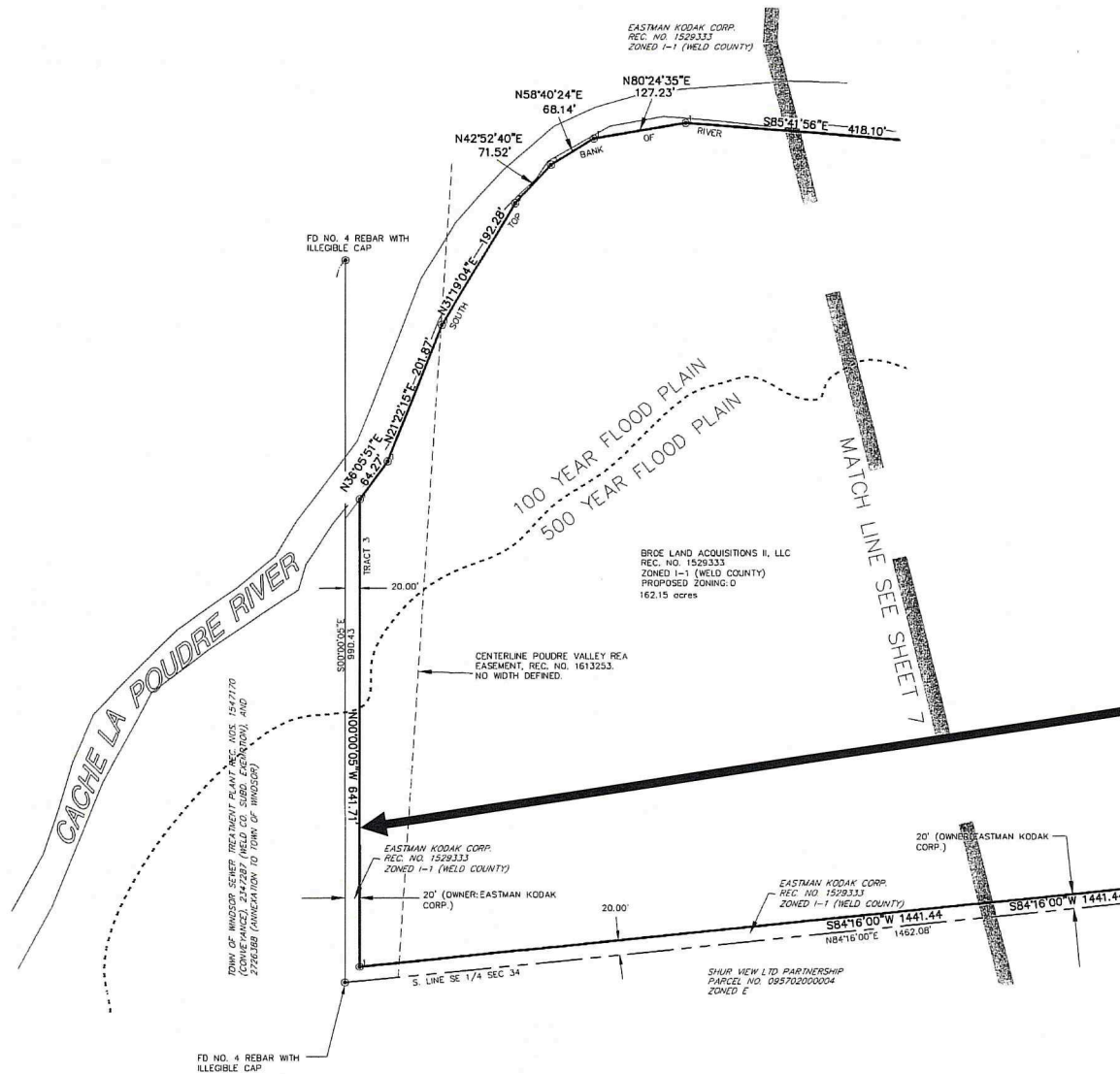
Contiguous boundary with
Town of Windsor Municipal
Limits:

~6.08 miles / 32,135 feet

~99.94% contiguity

20-foot gap



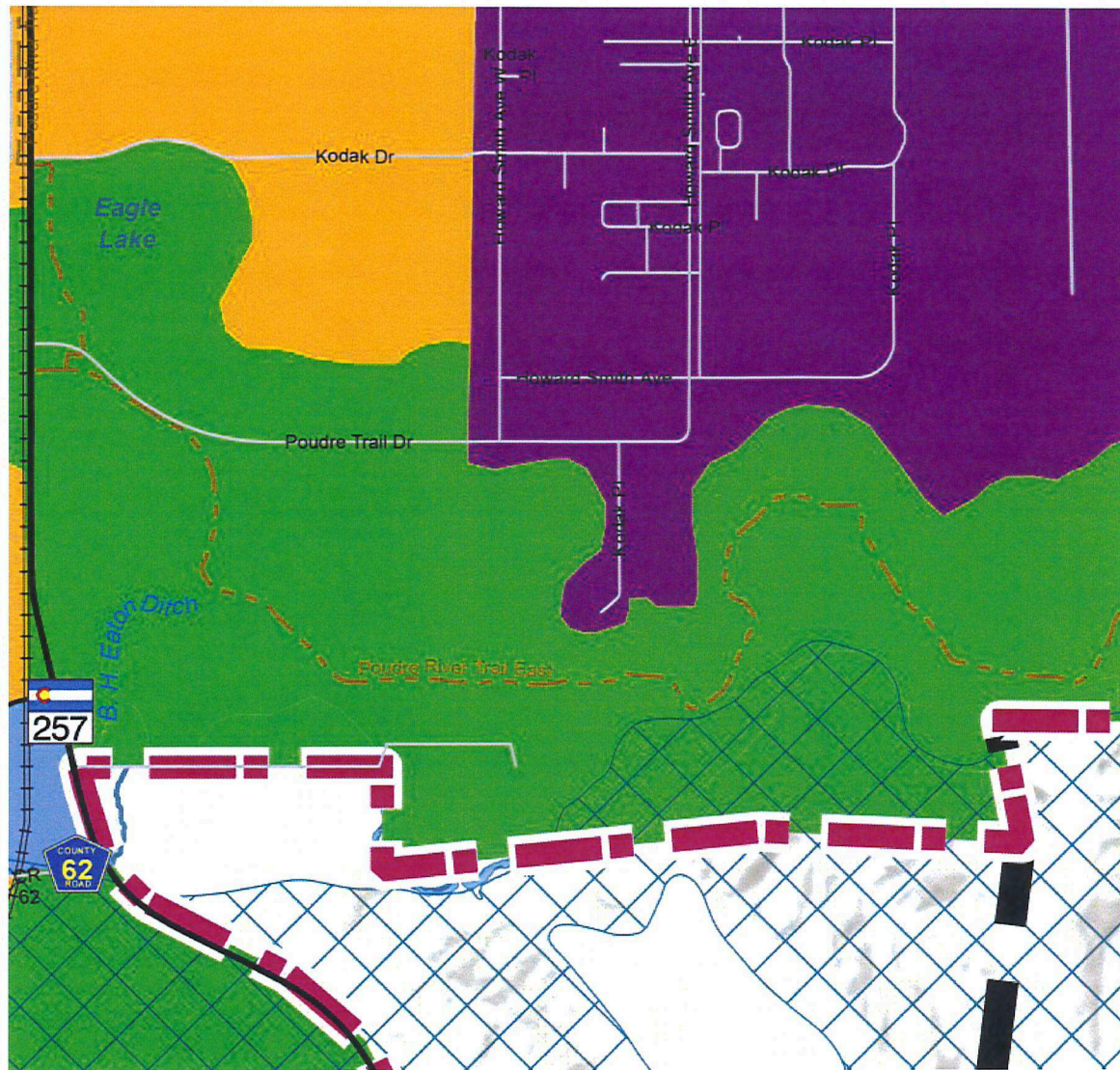


Great Western 3rd Annexation

~6.08 miles / 32,135 feet
~99.94% contiguity

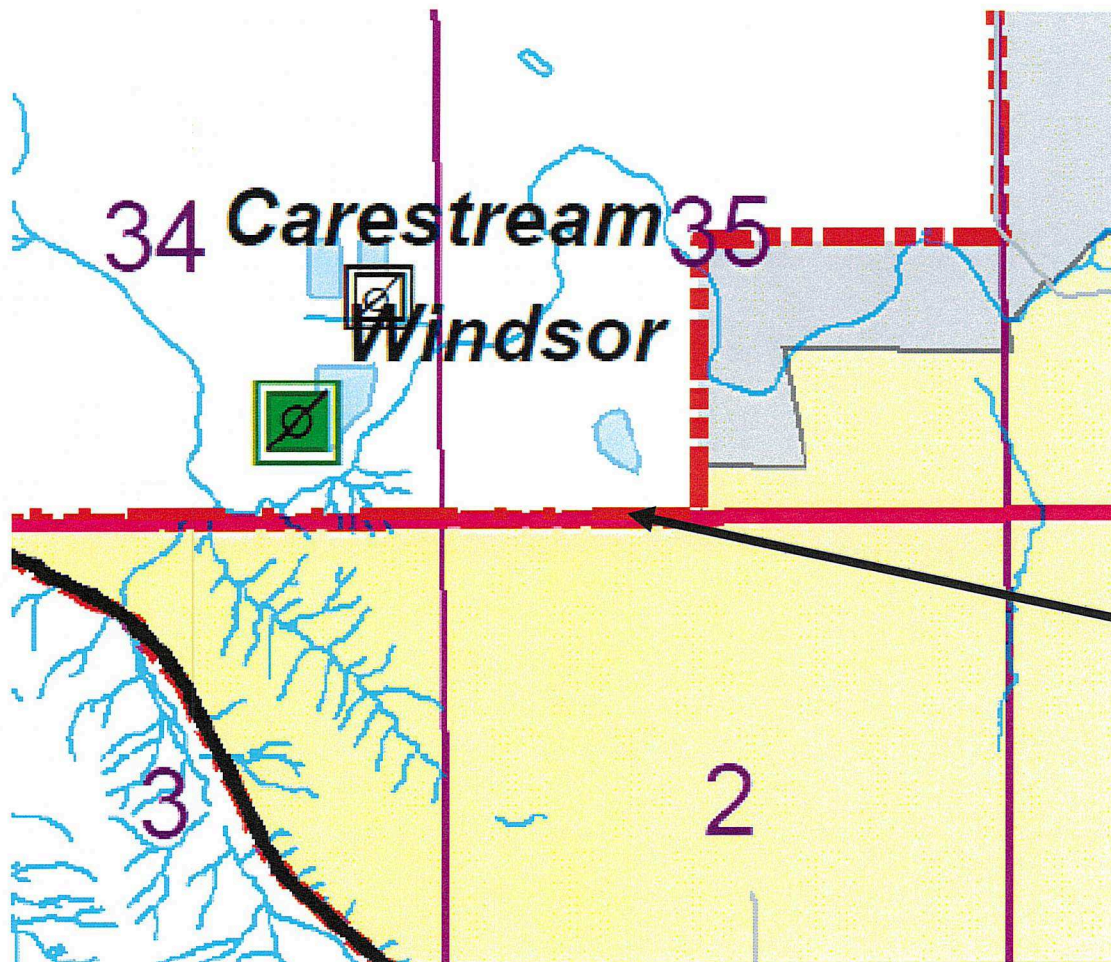
20-foot gap





Windsor Growth Management Area (GMA) Boundary



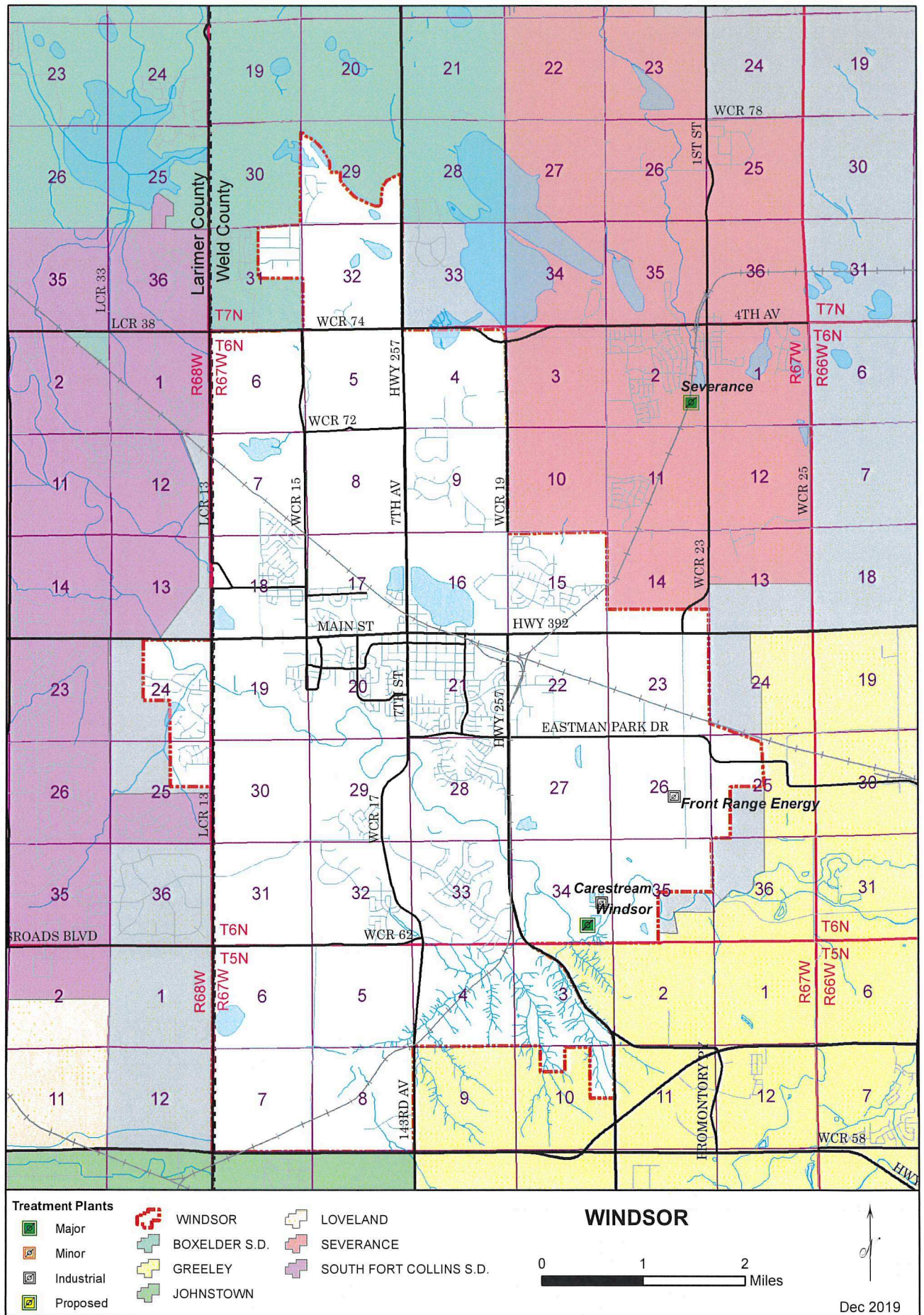


Windsor Wastewater Treatment Plant – NFRWQPA 208 Boundary

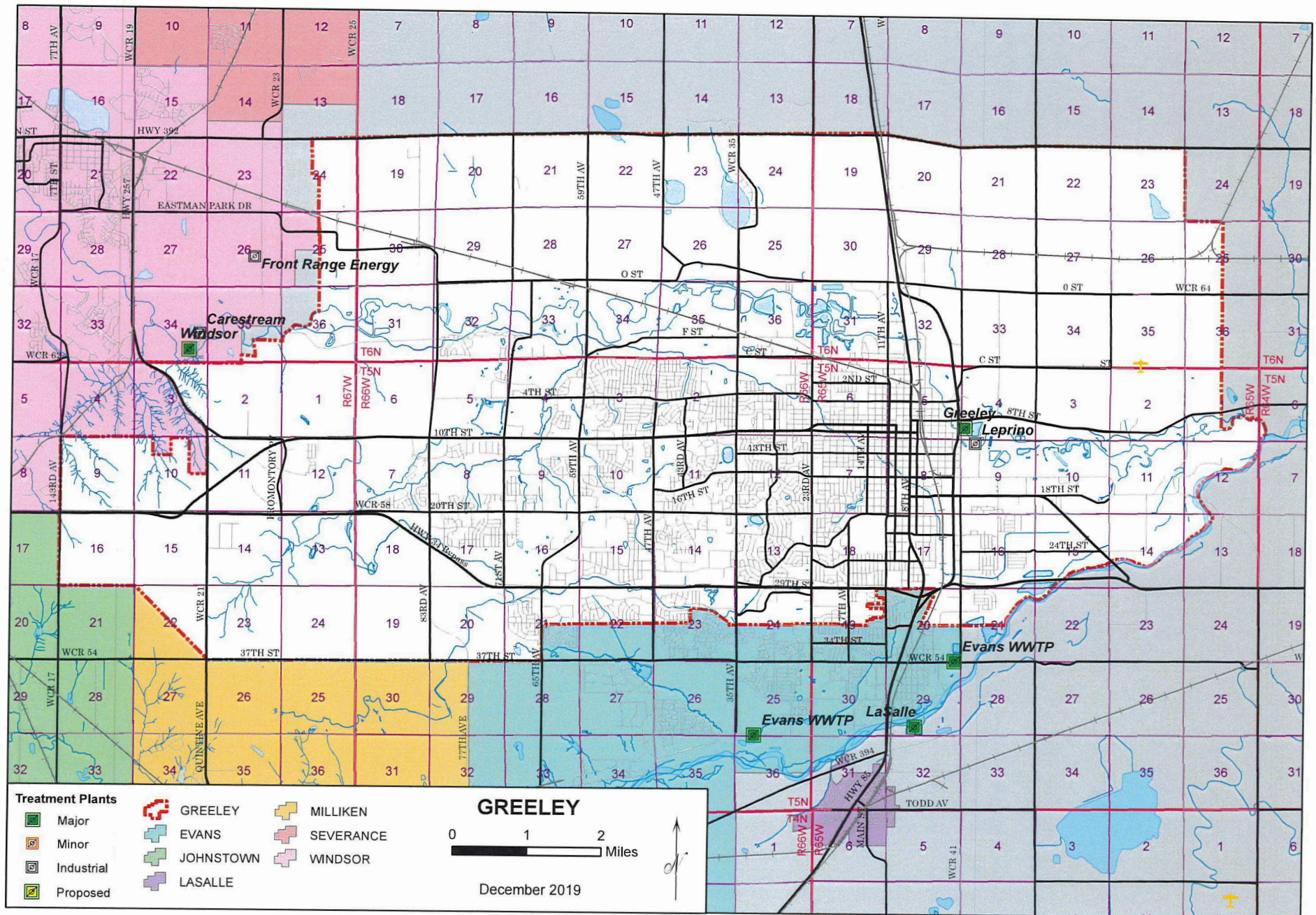
Treatment Plants		
	Major	WINDSOR
	Minor	BOXELDER S.D.
	Industrial	GREELEY
	Proposed	JOHNSTOWN
		LOVELAND
		SEVERANCE
		SOUTH FORT COLLINS S.D.



NFRWQA 208 Boundaries



NFRWQA 208 Boundaries



Colorado Statutes Regarding Annexation

31-12-102. Legislative declaration.

(1) The general assembly hereby declares that the policies and procedures in this part 1 are necessary and desirable for the orderly growth of urban communities in the state of Colorado, and to these ends this part 1 shall be liberally construed. The general assembly further declares that it is the purpose of this part 1:

- (a) To encourage natural and well-ordered development of municipalities of the state;
- (b) To distribute fairly and equitably the costs of municipal services among those persons who benefit therefrom;
- (c) To extend municipal government, services, and facilities to eligible areas which form a part of the whole community;
- (d) To simplify governmental structure in urban areas;
- (e) To provide an orderly system for extending municipal regulations to newly annexed areas;
- (f) To reduce friction among contiguous or neighboring municipalities;
- (g) To increase the ability of municipalities in urban areas to provide their citizens with the services they require; and
- (h) To respect the sovereignty of federally recognized Indian tribes with lands within the exterior boundaries of a federally recognized Indian reservation and within the exterior boundaries of the state, to reduce the jurisdictional complexities that arise when municipalities annex Indian reservation land, and to ensure cooperation and collaboration by municipalities with tribal governments.

(2) The general assembly further declares that:

- (a) Section 30 of article II of the state constitution was added to the state constitution as a voter-approved ballot measure in 1980;
- (b) Since its adoption, section 30 of article II of the state constitution has been in lawful force and effect. As part of the state constitution, all annexations since its enactment have been or should have been undertaken subject to its terms.
- (c) By enacting House Bill 10-1259, enacted in 2010, which amends various provisions of this part 1, the general assembly does not intend to change the law governing annexations in the state but rather to better harmonize the provisions of this part 1 with those of section 30 of article II of the state constitution.

31-12-104. Eligibility for annexation.

(1) No unincorporated area may be annexed to a municipality unless one of the conditions set forth in section 30 (1) of article II of the state constitution first has been met. An area is eligible for annexation if the provisions of section 30 of article II of the state constitution have been complied with and the governing body, at a hearing as provided in section 31-12-109, finds and determines:

- (a) That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the annexing municipality. Contiguity shall not be affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way or area, public lands, whether owned by the state, the United States, or an agency thereof, except county-owned open space, or a lake, reservoir, stream, or other natural or artificial waterway between the annexing municipality and the land proposed to be annexed. Subject to the requirements imposed by section 31-12-105 (1)(e), contiguity may be established by the annexation of one or more parcels in a series, which annexations may be completed simultaneously and considered together for the purposes of the public hearing required by

sections 31-12-108 and 31-12-109 and the annexation impact report required by section 31-12-108.5.

(b) That a community of interest exists between the area proposed to be annexed and the annexing municipality; that said area is urban or will be urbanized in the near future; and that said area is integrated with or is capable of being integrated with the annexing municipality. The fact that the area proposed to be annexed has the contiguity with the annexing municipality required by paragraph (a) of this subsection (1) shall be a basis for a finding of compliance with these requirements unless the governing body, upon the basis of competent evidence presented at the hearing provided for in section 31-12-109, finds that at least two of the following are shown to exist:

(I) Less than fifty percent of the adult residents of the area proposed to be annexed make use of part or all of the following types of facilities of the annexing municipality: Recreational, civic, social, religious, industrial, or commercial; and less than twenty-five percent of said area's adult residents are employed in the annexing municipality. If there are no adult residents at the time of the hearing, this standard shall not apply.

(II) One-half or more of the land in the area proposed to be annexed (including streets) is agricultural, and the landowners of such agricultural land, under oath, express an intention to devote the land to such agricultural use for a period of not less than five years.

(III) It is not physically practicable to extend to the area proposed to be annexed those urban services which the annexing municipality provides in common to all of its citizens on the same terms and conditions as such services are made available to such citizens. This standard shall not apply to the extent that any portion of an area proposed to be annexed is provided or will within the reasonably near future be provided with any service by or through a quasi-municipal corporation.

(2)

(a) The contiguity required by paragraph (a) of subsection (1) of this section may not be established by use of any boundary of an area which was previously annexed to the annexing municipality if the area, at the time of its annexation, was not contiguous at any point with the boundary of the annexing municipality, was not otherwise in compliance with paragraph (a) of subsection (1) of this section, and was located more than three miles from the nearest boundary of the annexing municipality, nor may such contiguity be established by use of any boundary of territory which is subsequently annexed directly to, or which is indirectly connected through subsequent annexations to, such an area.

(b) Because the creation or expansion of disconnected municipal satellites, which are sought to be prohibited by this subsection (2), violates both the purposes of this article as expressed in section 31-12-102 and the limitations of this article, any annexation which uses any boundary in violation of this subsection (2) may be declared by a court of competent jurisdiction to be void ab initio in addition to other remedies which may be provided. The provisions of section 31-12-116 (2) and (4) and section 31-12-117 shall not apply to such an annexation. Judicial review of such an annexation may be sought by any municipality having a plan in place pursuant to section 31-12-105 (1)(e) directly affected by such annexation, in addition to those described in section 31-12-116 (1). Such review may be, but need not be, instituted prior to the effective date of the annexing ordinance and may include injunctive relief. Such review shall be brought no later than sixty days after the effective date of the annexing ordinance or shall forever be barred.

(c) Contiguity is hereby declared to be a fundamental element in any annexation, and this subsection (2) shall not in any way be construed as having the effect of legitimizing in any way any noncontiguous annexation.

**WELD COUNTY
CODE ORDINANCE 2015-15**

**IN THE MATTER OF REPEALING AND REENACTING, WITH AMENDMENTS, CHAPTER 19
COORDINATED PLANNING AGREEMENTS, OF THE WELD COUNTY CODE**

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
WELD, STATE OF COLORADO:**

WHEREAS, the Board of County Commissioners of the County of Weld, State of Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

WHEREAS, the Board of County Commissioners, on December 28, 2000, adopted Weld County Code Ordinance 2000-1, enacting a comprehensive Code for the County of Weld, including the codification of all previously adopted ordinances of a general and permanent nature enacted on or before said date of adoption, and

WHEREAS, the Weld County Code is in need of revision and clarification with regard to procedures, terms, and requirements therein.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of the County of Weld, State of Colorado, that certain existing Chapters of the Weld County Code be, and hereby are, repealed and re-enacted, with amendments, and the various Chapters are revised to read as follows.

**CHAPTER 19
COORDINATED PLANNING AGREEMENTS**

**ARTICLE VI
Windsor Plan**

Sec. 19-6-10. Introduction.

This Coordinated Planning Agreement ("CPA") is made and entered into effective as of the 2nd day of November, 2015, A.D., between the Board of County Commissioners of the County of Weld, State of Colorado, whose address is 1150 O Street, Greeley, CO 80631, hereinafter called the "COUNTY," and the Town of Windsor, a Colorado municipal corporation, whose address is 301 Walnut Street, Windsor, CO 80550, hereinafter called the "MUNICIPALITY." The COUNTY and MUNICIPALITY are hereinafter sometimes referred to individually as "party" and collectively as "the parties."

Sec. 19-6-20. Recitals.

A. The COUNTY exercises governmental authority regulating land use, growth and development within the unincorporated areas of Weld County, Colorado, which areas include lands surrounding the MUNICIPALITY; and

B. The MUNICIPALITY exercises governmental authority with respect to land use, growth, and development within its municipal boundaries and regarding its annexations, and has demonstrated the capability of providing municipal services and facilities (including water and sewer services based on the municipality's code and/or other municipal service policies) within the THREE (3) MILE AREA, as defined herein; and

C. Title 29, Article 20 of the Colorado Revised Statutes, grants broad authority to local governments to plan for and regulate development and the use of land within their respective jurisdictions, accomplishing such activities through public processes that respect, protect, and promote private property rights; and

D. Title 29, Article 20 of the Colorado Revised Statutes, authorizes and encourages local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by the joint and coordinated exercise of planning, zoning, subdivisions, building, and related regulatory powers; and

E. Pressures for growth and development in the MUNICIPALITY and COUNTY indicate that the joint and coordinated exercise by the COUNTY and MUNICIPALITY of their respective planning, zoning, subdivision, building and related regulatory powers in such areas will best promote the objectives stated in this CPA; and

F. This CPA adheres to the objectives and Policies of the Weld County Comprehensive Plan, set forth in Section 22-2-40 of the Weld County Code and, in particular, UD.Goal 2., which encourages the establishment of intergovernmental agreements concerning growth areas with each municipality in Weld County.

Sec. 19-6-30. Purposes and Objectives.

The purpose of this CPA is to establish procedures and standards pursuant to which the parties will move toward greater coordination in the exercise of their land use and related regulatory powers within unincorporated areas surrounding the MUNICIPALITY. The objectives of such efforts are to accomplish the type of development in such areas which best protects the health, safety, prosperity, and general welfare of the inhabitants of the parties and to achieve maximum efficiency and economy in the process of development. However, any action taken pursuant to this CPA that pertains to any land within the MUNICIPALITY, for incorporated areas, and within the COUNTY, for unincorporated areas, is subject to exclusive final approval by the governing body of the MUNICIPALITY or COUNTY, respectively.

Sec. 19-6-40. Definitions.

For the purposes of this CPA the following terms shall be defined as set forth herein:

Development. Any land use requiring regulatory approval by the elected governing body of the applicable party in the THREE (3) MILE AREA, except for an amendment to a plat or a down-zoning, neither of which creates any additional lots, and except for a Recorded Exemption or Subdivision Exemption. Existing agricultural uses, which are lawful uses, either as Uses-by-Right under the Weld County Code, or as legally existing non-conforming uses, are also exempt from the definition of *Development*.



Three (3) Mile Area. The area as defined by Colorado Revised Statutes, C.R.S. 31-12-105.1.E.

Sec. 19-6-50. Planning Coordination.

This CPA is intended to be a Comprehensive Development Plan adopted and implemented pursuant to Section 29-20-105(2) C.R.S. Following the execution of this CPA by both parties, applications to the COUNTY for DEVELOPMENT within the THREE (3) MILE AREA shall be processed and determined in accordance with the following:

A. Referral. The COUNTY shall refer all proposals for DEVELOPMENT within the THREE (3) MILE AREA to the MUNICIPALITY for its review and recommendation. Such referral shall include at least a copy of the written DEVELOPMENT proposal and preliminary COUNTY staff summary of the case. The COUNTY shall allow not less than twenty-one (21) days for the MUNICIPALITY to review the referral and furnish its recommendations to the COUNTY staff prior to formulation of the COUNTY staff recommendation. If the MUNICIPALITY does not respond within such time, the COUNTY staff may proceed with its recommendation, but any comment or recommendation from the MUNICIPALITY received on or before the Thursday immediately preceding the meeting of the Board of County Commissioners or Planning Commission when the matter shall be considered shall be transmitted to the Board or Commission. If the MUNICIPALITY submits no comment or recommendation, the COUNTY may assume it has no objection to the proposal. If the MUNICIPALITY submits recommendations, the COUNTY shall either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to the MUNICIPALITY by a separate writing. The MUNICIPALITY shall be given notice of, and may appear and be heard at any hearing or other proceeding at which the COUNTY shall consider a DEVELOPMENT subject to the foregoing referral process.

B. Development within THREE (3) MILE AREA. Upon receipt of any proposal for DEVELOPMENT within the THREE (3) MILE AREA then currently eligible for voluntary annexation to the MUNICIPALITY, the COUNTY shall, in writing, at time of a pre-application with the Department of Planning Services, notify the proponent of the opportunity for annexation. The Director of Planning Services shall, in writing, notify the MUNICIPALITY's Mayor and Town Manager. The MUNICIPALITY shall have twenty-one (21) days following contact by the proponent, which shall be documented, in writing, (with a copy of the COUNTY), to notify the COUNTY, in writing, that the MUNICIPALITY and the applicant have agreed to the terms of a pre-annexation agreement. The COUNTY shall not process any application until the completion of said twenty-one (21) days, or until the COUNTY receives notification from the MUNICIPALITY that a pre-annexation agreement between the MUNICIPALITY and the applicant will not be pursued, whichever occurs sooner. If no such notification is received by the COUNTY during said twenty-one (21) days, processing of the application shall continue by the COUNTY to completion.

C. Mutuality of Impact Consideration. The parties recognize that decisions by one party regarding development may impact property outside of its jurisdiction. The parties agree that jurisdictional boundaries shall not be the basis for giving any greater or lesser weight to those impacts during the course of deliberations.

D. Referrals to the County. The MUNICIPALITY shall refer proposals for DEVELOPMENT which lie within five hundred (500) feet of any property in unincorporated Weld County to the COUNTY for its review and recommendation. Such referral shall include at least a copy of the written DEVELOPMENT proposal. The MUNICIPALITY shall allow not less than twenty-one (21) days for the COUNTY to review same and furnish its recommendations to the MUNICIPALITY. If the COUNTY submits no comment or recommendation, the MUNICIPALITY may assume it has no objection to the proposal. If the COUNTY submits recommendations, the MUNICIPALITY shall either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to the COUNTY by a separate writing. Where the DEVELOPMENT is proposed as part of an annexation of more than ten (10) acres, the provisions of this section shall be deemed satisfied by compliance by the MUNICIPALITY with the notice and impact report provisions of the most current version of the Municipal Annexation Act then in effect. The COUNTY shall be given notice of, and may appear and be heard at, any hearing or other proceeding at which the MUNICIPALITY shall consider a DEVELOPMENT subject to the foregoing referral process.

Sec. 19-6-60. Implementation of CPA.

Following the mutual execution of this CPA, each party shall promptly enact and implement such amendments to its existing regulations as may be necessary to give effect to the provisions of Section 19-6-50. Each party shall have sole and exclusive discretion to determine such measures and any new ones enabling it to perform this CPA. Each party's land use regulations as referred to herein are ordinances whose amendment requires certain formalities, including notice and public hearings. The mutual covenants in this section and elsewhere to implement this CPA promptly are given and received with mutual recognition and understanding of the legislative processes involved, and such covenants shall be liberally construed in light thereof.

Sec. 19-6-70. Establishment of Common Development Standards.

The MUNICIPALITY and COUNTY shall, within one (1) year of the effective date of this CPA, attempt to agree to establish common development standards within designated areas, which may include areas within the MUNICIPALITY's boundaries and/or within the THREE (3) MILE AREA. Common development standards should include, but not be limited to, roadways (types, widths, horizontal design, access and spacing) and drainage (on-site, off-site, discharge, easements, and regional facilities).

Sec. 19-6-80. Miscellaneous Provisions.

A. Severability. Should any one or more sections or paragraphs of this CPA be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this CPA, the intention being that the various sections and paragraphs are severable; provided, however, that the parties shall then review the remaining provisions to determine if the CPA should continue, as modified, or if the CPA should be terminated.

B. Termination. This CPA shall continue in effect for a period of one year from the date first written above, and shall be renewed automatically thereafter for successive one (1) year periods. Notwithstanding the foregoing, however, either party may terminate this CPA by giving at least twelve (12) months' written notice thereof to the other party.

C. Amendment. This CPA may be amended only by a writing executed by the parties and adopted according to the same procedures as the original adoption (requiring the written consent of the amendment by both parties and compliance with the procedures detailed in Sections D and E, below).

D. Adoption by the MUNICIPALITY. The MUNICIPALITY shall at public hearing(s) consider this CPA for adoption upon published notification. The MUNICIPALITY shall provide a complete record of such public hearing(s) to the COUNTY for review prior to the start of the COUNTY's adoption process detailed in Section E, below.

E. Adoption by the COUNTY. The COUNTY shall, upon published notification consider this CPA for adoption and amendment to Chapter 19 of the Weld County Code. In the course of such adoption process, the COUNTY shall review the complete record of the public hearing(s) held by the MUNICIPALITY wherein it considered this CPA for adoption. The effective date of this CPA shall be its effective date of amendment to the Weld County Code.

F. Reserved Rights. Nothing herein shall be construed to limit any procedural or substantive rights afforded a party under law respecting the matters that are the subject of this CPA, including without limitation any rights of referral, participation or judicial review related to any land use or development procedure or approval of the other party, which rights are hereby reserved to each party.

G. Enforcement. Either party may enforce this CPA by an action for specific performance, declaratory and/or injunctive relief, or other equitable relief. The parties agree the remedies for enforcement hereof are limited to non-monetary relief, and each party hereby waives any right to seek damages for any violation of this CPA. No other person or entity shall have any right to enforce the provisions of this CPA.

BE IT FURTHER ORDAINED by the Board that the Clerk to the Board be, and hereby is, directed to arrange for Colorado Code Publishing to supplement the Weld County Code with the amendments contained herein, to coincide with chapters, articles, divisions, sections, and subsections as they currently exist within said Code; and to resolve any inconsistencies regarding capitalization, grammar, and numbering or placement of chapters, articles, divisions, sections, and subsections in said Code.

BE IT FURTHER ORDAINED by the Board, if any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is for any reason held or decided to be unconstitutional, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have enacted this Ordinance in each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

The above and foregoing Ordinance Number 2015-15 was, on motion duly made and seconded, adopted by the following vote on the 19th day of October, A.D., 2015.

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

ATTEST: Jason E. Smith

Weld County Clerk to the Board

Barbara Kirkmeyer
Barbara Kirkmeyer, Chair

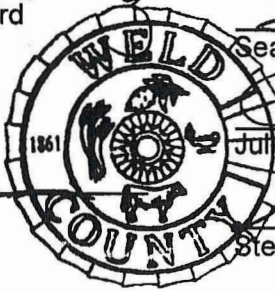
BY: Rapela A. Hartie
Deputy Clerk to the Board

Mike Freeman
Mike Freeman, Pro-Tem

S.P. Conway
Sean P. Conway

APPROVED AS TO FORM:

Brant T. Smith
County Attorney



Julie A. Cozad
Julie A. Cozad

Steve Moreno
Steve Moreno

Publication: September 2, 2015

First Reading: September 9, 2015
Publication: September 16, 2015, in the Greeley Tribune

Second Reading: September 28, 2015
Publication: October 7, 2015, in the Greeley Tribune

Final Reading: October 19, 2015
Publication: October 28, 2015, in the Greeley Tribune

Effective: November 2, 2015



Windsor Plan

This Coordinated Planning Agreement ("CPA") is made and entered into effective as of the 10th day of August, 2015, between the Board of County Commissioners of the County of Weld, State of Colorado, whose address is 1150 O Street, Greeley, CO 80631, hereinafter called the "COUNTY," and the Town of Windsor, a Colorado home rule municipal corporation, whose address is 301 Walnut Street, Windsor, Colorado 80550, hereinafter called the "MUNICIPALITY." The COUNTY and MUNICIPALITY are hereinafter sometimes referred to individually as "party" and collectively as "the parties."

RECITALS

A. COUNTY exercises governmental authority regulating land use, growth and development within the unincorporated areas of Weld County, Colorado, which areas include lands surrounding MUNICIPALITY; and

B. MUNICIPALITY exercises governmental authority with respect to land use, growth, and development within its municipal boundaries and regarding its annexations, and has demonstrated the capability of providing municipal services and facilities (including water and sewer services based on the municipality's code and/or other municipal service policies) within the THREE (3) MILE AREA, as defined herein; and

C. Title 29, Article 20 of the Colorado Revised Statutes, grants broad authority to local governments to plan for and regulate development and the use of land within their respective jurisdictions, accomplishing such activities through public processes that respect, protect, and promote private property rights; and

D. Title 29, Article 20 of the Colorado Revised Statutes, authorizes and encourages local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by the joint and coordinated exercise of planning, zoning, subdivisions, building, and related regulatory powers; and

E. Pressures for growth and development in MUNICIPALITY and COUNTY indicate that the joint and coordinated exercise by COUNTY and MUNICIPALITY of their respective planning, zoning, subdivision, building and related regulatory powers in such areas will best promote the objectives stated in this CPA; and

F. This CPA adheres to the objectives and Policies of the Weld County Comprehensive Plan, set forth in Section 22-2-40 of the Weld County Code and, in particular, UD.Goal 2., which encourages the establishment of intergovernmental agreements concerning growth areas with each municipality in Weld County.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein set forth, the parties agree as follows:



1. PURPOSES AND OBJECTIVES. The purpose of this CPA is to establish procedures and standards pursuant to which the parties will move toward greater coordination in the exercise of their land use and related regulatory powers within unincorporated areas surrounding MUNICIPALITY. The objectives of such efforts are to accomplish the type of development in such areas which best protects the health, safety, prosperity, and general welfare of the inhabitants of the parties and to achieve maximum efficiency and economy in the process of development. However, any action taken pursuant to this CPA that pertains to any land within MUNICIPALITY, for incorporated areas, and within COUNTY, for unincorporated areas, is subject to exclusive final approval by the governing body of MUNICIPALITY or COUNTY, respectively.

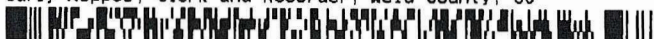
2. DEFINITIONS. For the purposes of this CPA the following terms shall be defined as set forth herein:

2.1 DEVELOPMENT. Any land use requiring regulatory approval by the elected governing body of the applicable party in the THREE (3) MILE AREA, except for an amendment to a plat or a down-zoning, neither of which creates any additional lots, and except for a Recorded Exemption or Subdivision Exemption. Existing agricultural uses, which are lawful uses, either as uses-by-right under the Weld County Code, or as legally existing non-conforming uses, are also exempt from the definition of "DEVELOPMENT."

2.2. THREE (3) MILE AREA. The area as defined by Colorado Revised Statutes, C.R.S. 31-12-105.1.E.

3. PLANNING COORDINATION. This CPA is intended to be a Comprehensive Development Plan adopted and implemented pursuant to C.R.S. § 29-20-105(2). Following the execution of this CPA by both parties, applications to COUNTY for DEVELOPMENT within the THREE (3) MILE AREA shall be processed and determined in accordance with the following:

3.1 REFERRAL. COUNTY shall refer all proposals for DEVELOPMENT within the THREE (3) MILE AREA to MUNICIPALITY for its review and recommendation. Such referral shall include at least a copy of the written DEVELOPMENT proposal and preliminary COUNTY staff summary of the case. COUNTY shall allow not less than twenty-one (21) days for MUNICIPALITY to review the referral and furnish its recommendations to COUNTY staff prior to formulation of the COUNTY staff recommendation. If the MUNICIPALITY does not respond within such time, COUNTY staff may proceed with its recommendation, but any comment or recommendation from MUNICIPALITY received on or before the Thursday immediately preceding the meeting of the Board of County Commissioners or Planning Commission when the matter shall be considered shall be transmitted to the Board or Commission. If the MUNICIPALITY submits no comment or recommendation, COUNTY may assume it has no objection to the proposal. If MUNICIPALITY submits recommendations, COUNTY shall either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to MUNICIPALITY by a separate writing. MUNICIPALITY shall be given notice of, and may appear and be heard at any hearing or other



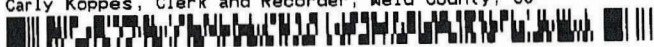
proceeding at which COUNTY shall consider a DEVELOPMENT subject to the foregoing referral process.

3.2 DEVELOPMENT WITHIN THREE (3) MILE AREA. Upon receipt of any proposal for DEVELOPMENT within the THREE (3) MILE AREA then currently eligible for voluntary annexation to MUNICIPALITY, COUNTY shall, in writing, at time of a pre-application with the Department of Planning Services, notify the proponent of the opportunity for annexation. The Director of Planning Services shall, in writing, notify MUNICIPALITY's mayor and Town Manager. MUNICIPALITY shall have twenty-one (21) days following contact by the proponent, which shall be documented in writing (with a copy of COUNTY), to notify COUNTY in writing that MUNICIPALITY and the applicant have agreed to the terms of a pre-annexation agreement. COUNTY shall not process any application until the completion of said twenty-one (21) days, or until COUNTY receives notification from the MUNICIPALITY that a pre-annexation agreement between MUNICIPALITY and the applicant will not be pursued, whichever occurs sooner. If no such notification is received by COUNTY during said twenty-one (21) days, processing of the application shall continue by COUNTY to completion.

3.3 MUTUALITY OF IMPACT CONSIDERATION. The parties recognize that decisions by one party regarding development may impact property outside of its jurisdiction. The parties agree that jurisdictional boundaries shall not be the basis for giving any greater or lesser weight to those impacts during the course of deliberations.

3.4 REFERRALS TO COUNTY. MUNICIPALITY shall refer proposals for DEVELOPMENT which lie within 500 feet of any property in unincorporated Weld County to COUNTY for its review and recommendation. Such referral shall include at least a copy of the written DEVELOPMENT proposal. MUNICIPALITY shall allow not less than twenty-one (21) days for COUNTY to review same and furnish its recommendations to MUNICIPALITY. If COUNTY submits no comment or recommendation MUNICIPALITY may assume it has no objection to the proposal. If COUNTY submits recommendations, MUNICIPALITY shall either include within its written decision the reasons for any action taken contrary to the same or furnish such reasons to COUNTY by a separate writing. Where the DEVELOPMENT is proposed as part of an annexation of more than 10 acres, the provisions of this section shall be deemed satisfied by compliance by MUNICIPALITY with the notice and impact report provisions of the most current version of the Municipal Annexation Act then in effect. COUNTY shall be given notice of, and may appear and be heard at any hearing or other proceeding at which MUNICIPALITY shall consider a DEVELOPMENT subject to the foregoing referral process.

4. IMPLEMENTATION OF CPA. Following the mutual execution of this CPA, each party shall promptly enact and implement such amendments to its existing regulations as may be necessary to give effect to the provisions of Section 3. Each party shall have sole and exclusive discretion to determine such measures and any new ones enabling it to perform this CPA. Each party's land use regulations as referred to herein are ordinances whose amendment requires certain formalities, including notice and public hearings. The mutual covenants in this section and elsewhere to implement this CPA promptly are given and received with mutual recognition



and understanding of the legislative processes involved, and such covenants shall be liberally construed in light thereof.

5. ESTABLISHMENT OF COMMON DEVELOPMENT STANDARDS.

MUNICIPALITY and COUNTY shall, within one (1) year of the effective date of this CPA, attempt to agree to establish common development standards within designated areas, which may include areas within MUNICIPALITY's boundaries and/or within the THREE (3) MILE AREA. Common development standards should include, but not be limited to, roadways (types, widths, horizontal design, access and spacing) and drainage (on-site, off-site, discharge, easements, and regional facilities).

6. MISCELLANEOUS PROVISIONS.

6.1 Severability. Should any one or more sections or paragraphs of this CPA be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this CPA, the intention being that the various sections and paragraphs are severable; provided, however, that the parties shall then review the remaining provisions to determine if the CPA should continue, as modified, or if the CPA should be terminated.

6.2 Termination. This CPA shall continue in effect for a period of one year from the date first written above, and shall be renewed automatically thereafter for successive one (1) year periods. Notwithstanding the foregoing, however, either party may terminate this CPA by giving at least twelve (12) months' written notice thereof to the other party.

6.3 Amendment. This CPA may be amended only by a writing executed by the parties and adopted according to the same procedures as the original adoption (requiring the written consent of the amendment by both parties and compliance with the procedures detailed in Sections 6.4 and 6.5 of this CPA).

6.4 Adoption by MUNICIPALITY. MUNICIPALITY shall at public hearing(s) consider this CPA for adoption upon published notification. MUNICIPALITY shall provide a complete record of such public hearing(s) to COUNTY for review prior to the start of COUNTY's adoption process detailed in Section 6.5, below.

6.5 Adoption by COUNTY. COUNTY shall, upon published notification consider this CPA for adoption and amendment to Chapter 19 of the Weld County Code. In the course of such adoption process, COUNTY shall review the complete record of the public hearing(s) held by MUNICIPALITY wherein it considered this CPA for adoption. The effective date of this CPA shall be its effective date of amendment to the Weld County Code.

6.6 Reserved Rights. Nothing herein shall be construed to limit any procedural or substantive rights afforded a party under law respecting the matters that are the subject of this CPA, including without limitation any rights of referral, participation or judicial review related to any land use or development procedure or approval of the other party, which rights are hereby reserved to each party.

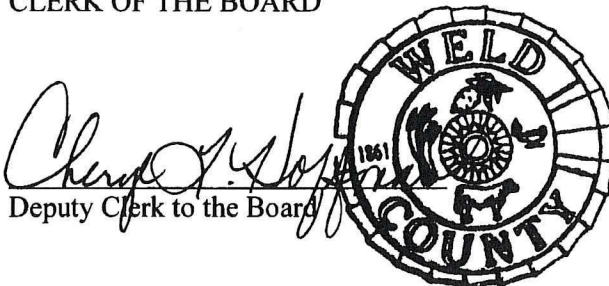


6.7 Enforcement. Either party may enforce this CPA by an action for specific performance, declaratory and/or injunctive relief, or other equitable relief. The parties agree the remedies for enforcement hereof are limited to non-monetary relief, and each party hereby waives any right to seek damages for any violation of this CPA. No other person or entity shall have any right to enforce the provisions of this CPA.

IN WITNESS WHEREOF, the parties have executed this CPA effective as of the date first above written.

ATTEST: *Esther E. Mevick*
CLERK OF THE BOARD

BOARD OF COUNTY
COMMISSIONERS OF
WELD COUNTY, COLORADO



Cheryl J. Hoffman
Deputy Clerk to the Board

Barbara Kirkmeyer
Barbara Kirkmeyer, Chairman

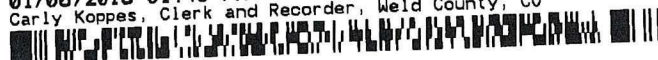
ATTEST:

MUNICIPALITY
TOWN OF WINDSOR

Patti Garcia
Patti Garcia, Town Clerk



John S. Vazquez
John S. Vazquez, Mayor





Planning Commission Meeting Minutes

Meeting Date at 1:15pm

1. Call to Order

Chair Yeater called the meeting to order at 1:15pm.

2. Roll Call - Present

Chair Justin Yeater
Vice Chair Louisa Andersen
Commissioner Erik Briscoe
Commissioner Jeff Carlson
Commissioner Brian Franzen
Commissioner Larry Modlin
Commissioner Christian Schulte
Absent

3. Approval of the agenda

There were no changes to the agenda and Chair Yeater proceeded with the agenda as published.

4. Approval of Minutes

Motion by Commissioner Franzen:

He moved to approve the minutes as presented.

Second: Commissioner Briscoe

Vote: Motions approved 7-0

Absent:

5. A public hearing to review the proposed 2026 Three-Mile Plan Resolution and make a recommendation to City Council.

Michael Franke (Planner III) began his presentation by introducing himself and the item as published.

Vice Chair Andersen inquired about the sewer, asking whether a lift station would be required and if that had been accounted for in the plans. Mr. Franke stated Water and Sewer has not indicated whether a lift station will be required, as the project is still conceptual. This determination would be made during a formal development proposal review.

Vice Chair Andersen noted that the area sits downhill and asked how the system would function and where they would ultimately lead. Caleb Jackson (Interim Planning Manager) explained that several conceptual options exist for handling the site's sewage, including the possibility of a lift station, but no specific approach has been selected yet.

Vice Chair Andersen asked how Windsor will coordinate or interact with Greeley on this plan. Mr. Jackson shared that a representative from the Town of Windsor is here, so we may be able to hear their position directly from them.

Chair Yeater mentioned the packet references the intergovernmental agreement (IGA) with Windsor and asked for clarification on whether this agreement is still under consideration or has been finalized. The specific focus was on the sewer and water provisions. Mr. Jackson shared the intergovernmental agreement (IGA) with Windsor applies only to the U.S. 34 corridor, generally extending one mile north and one mile south of the roadway. As a result, the subject property is not governed by that IGA, including the provisions related to how sewage from that area would be treated.

Commissioner Briscoe was seeking clarification regarding the three-mile plan discussed earlier this year. Specifically, given that the approval is still within the one-year timeframe, the referenced "annual update" pertains solely to the two properties discussed in the packet. Mr. Franke confirmed that it was correct. The update is intended specifically to incorporate the addition of the GWIP Broe site. The previous plan included Care Stream, which is directly adjacent to the GWIP site; this update expands the scope to include the GWIP site as well. The matter is scheduled to be presented to Council in 2026.

Commissioner Schulte asked if there were any new intergovernmental agreements currently being developed, or if that was under consideration. Mr. Jackson was not aware of any formal intergovernmental agreement discussions currently underway. However, if landowners in the area were to pursue annexation into Greeley, coordination with Windsor would be necessary due to the shared boundaries.

With no other questions for staff Chair Yeater opened the public portion of the meeting at 1:24pm. He asked if anyone in attendance was wishing to speak to the item.

Scott Ballstadt (Director of Planning for the Town of Windsor) sought to resubmit comments previously provided on the previous Three-Mile Plan to reiterate concerns regarding annexation issues and the reliance of both the Care Stream and BROE GWIP properties on Windsor's infrastructure. Additional comments were offered regarding the proposed GWIP/BROE annexation, which was described as inconsistent with prudent planning principles outlined in annexation statutes. Mr. Ballstadt continued by stating those statutes encourage well-planned development and discourage "leapfrog and flagpole annexations", particularly within another jurisdiction's growth management area, areas in which both properties have been located for the past 26 years. Mr. Ballstadt requested that these comments, related to both the annexation and the Three-Mile Plan, be entered into the record and included in City Council packets going forward.

Chair Yeater asked Mr. Ballstadt to identify the packets he presented to the Commission for the record. Mr. Ballstadt explained that the letter dated April 18 was submitted during consideration of the previous Three-Mile Plan, prior to its approval at the June meeting. A second set of comments, dated October 14, addressed the proposed Great Western Industrial Park BROE annexation. Although the annexation may still be under staff review, Mr. Ballstadt provided these comments because the Three-Mile Plan was intended to set the stage for that annexation. He emphasized that while the proposal may meet the Three-Mile Plan requirements, it appears to conflict with state statutes concerning the logical extension of a community.

Commissioner Franzen asked if the applicant had approached the Town of Windsor for a potential annexation. Mr. Ballstadt said no, the subject property, the former Kodak campus, has

never been proposed for annexation. Mr. Ballstadt added that the proposed flagpole and annexation involve a 20–30 foot strip along the eastern boundary of Windsor’s wastewater treatment plant. This strip was intentionally left unannexed to avoid creating an enclave, and the parties have nonetheless worked collaboratively for the past 20 years on surrounding development while Kodak remained in operation.

Commissioner Carlson asked whether the claim that the proposal conflicts with several state statutes means that the annexation would be illegal. Mr. Ballstadt stated that the proposed annexation would undermine the intent of state annexation statutes by creating a fragmented mix of Windsor and Greeley jurisdictions, resulting in a patchwork of municipal regulation, road access, and emergency services. He noted that the property has been within Windsor’s growth management area for over 20 years, making the proposal inconsistent with orderly and well-planned development.

Commissioner Carlson then asked whether the contention was not that the annexation would be illegal, but rather that it would be inconvenient and create confusion. Mr. Ballstadt responded that he would characterize it as poor planning.

Chair Yeater asked whether staff wished to comment on the documents provided to the Commission. Mr. Jackson stated that comments on the prior three-mile plan were fully vetted and addressed before receiving Council approval and therefore did not require further response. He added that it would be inappropriate to discuss annexation-related comments at this time to avoid ex parte communication without the applicant present.

Chair Yeater requested clarification on the vote occurring today. Stating that the goal was to evaluate the three-mile plan based on the applicable criteria and, in summary, to determine whether the City of Greeley could effectively serve and facilitate development within the three-mile area. Mr. Jackson stated that it was correct.

Commissioner Modlin asked if the property owner ultimately makes the final decision, and this simply provides an additional option for them to consider. Mr. Jackson confirmed that approval would allow landowners in the overlapping area to petition either municipality for annexation. Chair Yeater sought to confirm his understanding, asking whether a property owner or applicant would still have the opportunity to petition either Windsor or Greeley, regardless of the plan. Mr. Jackson explained that the area would need to be included in the City of Greeley’s three-mile plan to give the landowner the option to petition for annexation into Greeley.

Commissioner Franzen asked whether there is an existing overlapping three-mile plan, specifically if Windsor already has a three-mile plan in this area. Mr. Jackson noted that Windsor’s growth management area likely serves as their equivalent of a three-mile plan, covering this geographic area.

Vice Chair Andersen asked that the three-mile plan is a state-mandated process the city is following and asked whether that would imply that Windsor is not in compliance with the statute. Mr. Franke noted that Windsor complies by maintaining a growth management area that encompasses this site.

With no other questions for staff Chair Yeater asked if anyone else in attendance or online was wishing to speak to the item. Seeing none, Chair Yeater closed the public portion of the meeting at 1:36pm and turned it over to the commission for action.

Motion made by Commissioner Briscoe:

He moved that based on the preceding analysis, the Planning Commission finds that the proposed 2026 City of Greeley 3-mile Plan resolution is consistent with Colorado Revised Statute 3112-105E, meeting statutory requirements related to infrastructure, parks, transportation, and land uses that will allow the City to annex future properties within its three-mile boundary, and therefore recommends that the City Council approve the 2026 City of Greeley Three-mile Plan resolution as submitted.

Second: Commissioner Franzen

Commissioner Franzen expressed concern that similar issues may continue to arise with neighboring properties in the future. While he did not view this as a determination on annexation itself and acknowledged the situation as somewhat unclear, he noted that the process follows state statute and stated his support for the plan.

Commissioner Schulte stated that the plan preserves options for the property owner, providing more choices than otherwise available, and concluded that, despite Windsor's concerns, it makes sense to recommend approval to the City Council.

Chair Yeater echoed that sentiment and added that he hopes staff provides detailed information on annexation impacts and any cooperation with Windsor to ensure the city would not be overburdened before proceeding.

Vice Chair Andersen expressed concern that discussions from the commission have not consistently been conveyed to City Council and emphasized the need for this hearing's discussion to be properly documented and shared. While she supports the motion, she wanted to formally record her concerns about the commission's participation in the process.

Vote: Motion passed 7-0

6. Staff Report:

Caleb Jackson provided an update on the Westside Area Plan, noting that consultants will return in the last week of January to meet with stakeholders. A public open house is scheduled for January 26, 2026, at 6:00 p.m. at the Family Funplex, and Planning Commissioners are invited. Additionally, a tour of Bradburn, a walkable neighborhood designed by the same consultants, will take place January 26, 2026, at 2:30 p.m. in Westminster, with follow-up details to be emailed. Work sessions on both the Westside and Eastside Area Plans are planned for January 27, 2026. The Consultants will be present for those work sessions.

7. Adjournment:

Chair Yeater adjourned the meeting and at 1:41pm.

Justin Yeater – Chair

Don Threewitt – Interim Comm. Dev. Director



Council Agenda Summary

January 6, 2026

Key Staff Contact: Stacey Aurzada, City Attorney

Title:

Resolution to adopt findings of City Council Denying the Historical Designation of 1000 10th Street

Summary:

Historic Greeley, Inc. submitted a non-owner application to designate the property located at 1000 10th Street as historic. 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. The Historic Preservation Commission considered the application on December 1, 2025 and five votes were cast in favor of recommendation of historic designation.

City Council held a public hearing and considered all relevant evidence on December 16, 2025. City Council relied on materials included in the Agenda packet, presentations by staff, Historic Greeley, Inc. and the property owner, and input from members of the community during the public hearing.

After the hearing and discussion, City Council voted 5-2 to deny the historic designation of the property, located at 1000 10th Street, and found the property did not meet or exceed the criteria for designation of individual, non-owner nominated property pursuant to Greeley Municipal Code section 24-1003.

This resolution is for City Council to adopt its findings denying the historical designation of 1000 10th Street.

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:

Community Vitality

Decision Options:

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

3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 8, 2026

CITY OF GREELEY, COLORADO
RESOLUTION NO. 8, 2026

**A RESOLUTION TO ADOPT FINDINGS OF CITY COUNCIL DENYING THE
HISTORICAL DESIGNATION OF 1000 10th STREET**

WHEREAS, Historic Greeley, Inc. submitted a non-owner application to designate the property located at 1000 10th Street as historic; 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 is required to 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 Greeley Municipal Code; and

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

WHEREAS, City Council relied on materials included in the agenda packet, presentations by staff, Historic Greeley, Inc. and the property owner, and input from members of the community during the public hearing; and

WHEREAS, councilmembers made specific findings during the discussion of the vote in support of or against the historic designation; and

WHEREAS, the discussion included some of the following findings to support the denial of the historic designation: the demolition of the building would not diminish the sense of place in the community; the building may be novel, but it is more of a trend and doesn't possess historical significance; the building is not that uncommon or unusual; the building is not a superior example of architecture; the building does not have historical significance; and the building does not have a unique relationship with the surrounding area; and

WHEREAS, after the hearing and discussion, City Council voted 5-2 to deny the historic designation of the property, located at 1000 10th Street, and found the property did not meet or exceed the criteria for designation of individual, non-owner nominated property pursuant to Greeley Municipal Code section 24-1003.

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

Section 1. That 1000 10th Street in Greeley, Colorado does not possess qualities that meet or exceed the criteria for designation of individual, non-owner nominated properties pursuant to subsections 24-1003.d.1. and 24-1003.d.2 of the Greeley Municipal Code. Specifically, City Council finds that the property does not demonstrate that it possesses the characteristics of compelling historic importance and does not have an unusual or uncommon significance that the structure's potential demolition would diminish the character and sense of place in the community and is not a superior or outstanding example of architectural, historical or geographical significance criteria.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2026.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

January 6, 2026

Key Staff Contact: Deb Callies, Housing Director

Title:

Resolution for the Private Activity Bond Affordable Housing Program

Summary:

In August 2025, the City Council unanimously adopted the Housing for All Strategic Plan for the City of Greeley. This plan outlines the City's commitment to fostering mixed-income development as Greeley continues to grow. The strategy includes creating housing options across the spectrum—affordable, attainable (middle-income), market-rate, upper market-rate, and executive housing.

Affordable housing remains the most challenging component to deliver in any community due to the significant funding gap between construction costs and rental income. Private Activity Bonds (PABs) play a critical role in financing 4% Low-Income Housing Tax Credit projects through the Colorado Housing Finance Authority (CHFA). Each year, the City receives an allocation of PABs, which can either be directed to local projects or relinquished to the State for statewide distribution.

In both 2024 and 2025, the City Council voted to retain these PABs, ensuring local control over their use. These bonds operate outside the City's annual budget and are managed independently.

PAB Allocations:

2024 Greeley Allocation: \$6.9 M

2024 Windsor Allocation: +\$2.4 M

2024 Retained PABs Total: \$9.3 M

2025 Greeley Allocation: +\$7.3 M

2025 Retained PABs Total: \$16.7 M

2026 Estimated Allocation: ~\$7.3 M

Combined 2024–2026 Total: ~\$24 M

The Housing Solutions Department and the Housing for All Advisory Board anticipate several projects applying for PABs in Q1 2026. The Advisory Board will objectively score each application and establish a project timeline to maximize the impact of these resources.

The application cycle timeline for the PAB program will be as follows:

	Activity	Date
1	Advertise Request for Application	January 2026
2	Application Submission Deadline	February 2026
3	City staff review of PAB applications and summary report preparation	February 2026
4	City staff presents preliminary rankings to Housing for All Advisory Board; HAAB evaluation of options and recommendation for approval of requests for PAB to City Council; City provides resolution of endorsement to Inducement Entity.	March & April 2026
5	PAB Allocation Announcements	May 2026
6	Inducement Entity adopts resolution or ordinance authorizing carryforward or issuance of bonds.	September 2026

Fiscal Impact:

No Impact: Private Activity Bonds are not included in the City budget.

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. 9, 2026
2. Private Activity Bond Policies and Guidelines - DRAFT
3. City of Greeley Private Activity Bond Evaluations Scorecard
4. 2025 Private Activity Bonds Application Package - DRAFT

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 9, 2026**

**A RESOLUTION ESTABLISHING A COMPETITIVE PROCESS FOR THE
CITY OF GREELEY, COLORADO TO ISSUE PRIVATE ACTIVITY BONDS TO
QUALIFYING RESIDENTIAL PROJECTS IN CONNECTION WITH LOW-AND
MODERATE-INCOME FAMILIES OR PERSONS**

WHEREAS, the City of Greeley, a home rule city and Colorado municipal corporation (the “City”) has been awarded \$6,932,476 (the “Greeley Allocation”) of 2024 private activity bond volume cap allocation and \$7,341,179 (the “Greeley Allocation”) of 2025 private activity bond volume cap allocation for the State of Colorado (the “State”) and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, the Town of Windsor, Colorado (the “Town”) received a direct allocation of the State Ceiling for the year 2024 in the amount of \$2,408,618 (the “Windsor Allocation”) and the Town Board authorized the assignment of the allocation to the City; and

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

WHEREAS, the City elected to carryforward the City’s 2024 and 2025 Allocation, and as such, the City declared its intention to issue single family or multifamily revenue bonds, in one or more series, in connection with financing residential facilities for low- and moderate-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities will be located within the boundaries of the City and other participating jurisdictions; and

WHEREAS, currently, the City intends to issue multifamily revenue bonds, in one or more series, in an amount not to exceed \$16,682,273 (plus any additional amounts that the City may be awarded from the statewide balance pursuant to the Allocation Act); and

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

WHEREAS, the City is electing to establish a competitive process to issue the bonds to qualifying residential projects in connection with low- and moderate-income families or persons.

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

Section 1. In order to benefit the residents of the City, the City hereby establishes a competitive process and declares its intent to issue its revenue bonds to finance single family or multifamily projects in one or more series (the “Bonds”), which shall be used in connection with financing residential facilities for low- and moderate-income families or persons intended for use as the sole place of residence of the owners or intended occupants thereof, which residential facilities shall be located within the boundaries of the City and other participating jurisdictions.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS DAY OF _____, 2026.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



CITY OF GREELEY

PRIVATE ACTIVITY BONDS

PROCEDURES AND GUIDELINES

Private Activity Bond Program Description.

Private Activity Bonds are tax-exempt bonds that can be issued for specific purposes. The federal government grants annual allocations of this bonding authority to states under the Internal Revenue Code of 1986, as amended. The State of Colorado established its Private Activity Bond (PAB) allocation program by statute (24-32-1701 et seq, C.R.S.) to provide for the allocation of Colorado's PAB authority. The program consists of two major elements:

Direct PAB Allocations.

Fifty percent (50%) of the state ceiling is allocated directly to statewide authorities, typically the Colorado Housing and Finance Authority (CHFA) and the Colorado Agricultural Development Authority (CADA). Statewide authorities may utilize this allocation from January 1 through September 15 of each year.

The remaining 50% of the PAB ceiling is allocated directly to local governments. Governments whose populations warrant allocations of \$1 million or more receive a direct allocation. These allocations are available to designated local governments from January 1 through September 15 of each year. The remainder is retained in the Statewide Balance.

If any portion of a direct allocation is not used by a statewide authority or local government (1) to issue bonds, (2) for a carryforward purpose, or (3) for a mortgage credit certificate election, the remaining allocation reverts to the Statewide Balance on September 15.

Program Purposes.

The primary purpose of the PAB program is to meet federal requirements in the Tax Reform Act of 1986. The program is designed to accomplish the following:

1. Establish an orderly and equitable process of allocating tax-exempt PAB's.
 2. Encourage private investment in creating and sustaining affordable housing, higher education, jobs, solid and hazardous waste treatment, and water and sewer facilities.
 3. Encourage development in areas of the state where housing, higher education, jobs, and certain infrastructure improvements are most needed.
 4. Encourage the increase or maintenance of the local tax base.
 5. Maximize the use of the state's tax exempt PAB ceiling allocation.
- PAB Statewide Balance Eligible Project Types

Selected Eligible Uses of the PAB Program within the City Allocation.

Eligible uses of the PAB program are wide ranging and include:

Qualified residential rental projects: Bond proceeds are used to finance new construction or acquisition/rehabilitation of housing for persons with low and moderate incomes.

Single-family mortgage revenue bonds (SFMRB): Bonds sold by local and state agencies, to be used for mortgages for persons with low and moderate incomes.

Mortgage Credit Certificates (MCC): Local issuers can elect to use a bond allocation as mortgage credit certificates for qualified homebuyers.

Manufacturing "small issue" industrial development bonds (not to exceed \$10,000,000): Bonds sold for construction of manufacturing facilities that cause a change in the condition of goods or products.

Qualified redevelopment bonds: Bonds sold to acquire property in blighted areas; prepare land for redevelopment; and relocate occupants of structures on the acquired property.

Exempt facility bonds: Hazardous waste facilities, solid waste disposal facilities, water and sewer facilities, mass commuting facilities, local district heating and cooling facilities, local electric energy or gas facilities, and multifamily housing bonds.

PAB Balance Program Purposes.

The primary purpose of Colorado's PAB program is to meet federal requirements in the Tax Reform Act of 1986. The program is designed to accomplish the following:

- Establish an orderly and equitable process of allocating tax-exempt PAB issuance authority.
- Encourage private investment in creating and sustaining housing, higher education, jobs, solid and hazardous waste treatment, and water and sewer facilities.
- Encourage development in areas of the state where housing, higher education, jobs, and certain infrastructure improvements are most needed.
- Encourage the increase or maintenance of the local tax base.
- Maximize the use of the State's tax-exempt PAB allocation.

Application Schedule.

The City of Greeley will accept applications for allocations from its PAB balance and will follow this schedule:

	Activity	Date
1	Advertise Request for Application	January 2026
2	Application Submission Deadline	February 2026
3	City staff review of PAB applications and summary report preparation	February 2026
4	City staff presents preliminary rankings to Housing for All Advisory Board; HAAB evaluation of options and recommendation for approval of requests for PAB to City Council; City provides resolution of endorsement to Inducement Entity.	March & April 2026
5	PAB Allocation Announcements	May 2026
6	Inducement Entity adopts resolution or ordinance authorizing carryforward or issuance of bonds.	September 2026

City of Greeley Application Review Criteria.

Each PAB application will be reviewed for completeness, eligibility, and financial feasibility. Preference will be given to applications that demonstrate the following:

- Project readiness. The ability to close in the current calendar year (or the following year, for year- end awards). COG will give preference to projects that are ready to underwrite over pipeline requests. Efficient use of PAB allocation, such as LIHTC projects that only require PAB to cover 55% or less of their aggregate basis.
- Leverage of equity sources such as the 4% Low Income Housing Tax Credits and State Housing Tax Credits.
- Community support through financial commitment of local PAB allocation, other local financial subsidies or reduced fees.
- The impact of the PAB-financed project or program on a demographic or economic need. Indicators of need may include low housing vacancy rates, increasing gap between housing costs and local wages, high unemployment, or economically distressed areas.
- Consistence with local development plans.
- Experience with PAB financing.
- Priority for services that benefit the community.

Fees.

The application fee is \$1000 and the inducement resolution fee is \$5000. Both fees are non-refundable.

The issuance fee is equal to one and two tenths' percent (1.2%) of the par amount of the PABs issued by the City. The application and inducement fees will be credited toward the issuance fee. The balance of the issuance fee is due at closing on the tax-credit financing for the project.

Under the “program investment” rule of the Treasury Regulations, if a party “related” to the borrower (such as an investor in the tax credit partnership with an interest greater than 50%) also

owns the bonds, the City issuer fee is not permitted to exceed 0.125% of the outstanding bonds on an annual basis beginning at the end of year 1. The City would not be able to collect the full amount of the issuer fee until there is no longer a party “related” to the borrower, which typically occurs, but is not guaranteed to occur, 2 to 3 years after the closing of the bonds when the bonds convert to a permanent loan. As a result of the delay (the time value of money) and lack of certainty (the project fails to convert to a permanent loan) in receiving the issuer fee, for projects that do not meet the “program investment” rule, it is proposed that the City will charge an issuance fee equal to 1.12% of the par amount of the PABs issued by the City. The City will require that the issuer fee be put in escrow at the closing of the bonds and that a project meet the “program investment” rule no later than the conversion of the bonds to a permanent loan.

The annual compliance fee is equal to one tenth of a percent (0.10%) of the outstanding bonds. The annual compliance fee will be due on April 1 of year 2, and subsequently on April 1 of every year thereafter.

Application Submission Assistance.

Completed applications and supporting materials should be submitted electronically via an electronic application process published on the City’s website.

If you have any questions regarding this information, please contact: Rosine Bouobda at rosine.bouobda@greeleygov.com.

Project Name

Year

CRITERIA			POINTS	SCORE
Project Readiness			(pick one)	
Zoning In Place			30	
Site Plan Approved			40	
Building Permit Approved			50	
Overall Financial Feasibility and Viability				
Total Cost Per Unit	> \$354,334	(1)	20	
Total Cost Per Unit	< = \$354,334	(1)	40	
In DDA or QCT			20	
Site Suitability			(up to three)	
Conformance with Neighborhood Character / Land Use Plans			10	
Environmental – Clean Phase I, II or Remediation Plan			10	
Not in 100yr Floodplain			10	
Water Rights Available			10	
Water Rights Contributed with Site			20	
Utilities Available			10	
Utilities Onsite			20	
Proximity to Services / Amenities (<=1/2 mi)			(up to three)	
Transit - Bus Stops, Biking/Walking Trails			15	
Employment			15	
Parks & Recreation			15	
Healthcare			15	
Childcare / Schools			15	
Social Services			15	
Library			15	
Serving Special Populations			(up to two)	
Permanent Supportive Housing			15	
Individuals Developmental Disabilities			15	
Seniors			15	
Veterans			15	
More than 5% ADA Accessible			15	
More than 10% ADA Accessible			30	
Onsite Services / Amenities				
Community Room / Fitness			5	
Laundry Onsite (In Unit W/D or Facility)			5	
Exterior Amenity Space (BBQ, Playground, Activity Area/Courts, Community Garden, or Pool)			5	
Resident Services / Classroom			5	
Early Childhood Education			5	
Bicycle (Rack, Storage, or Maintenance)			5	
Onsite Management			5	
Security (Access, or Cameras)			5	
Developer Experience				
Prior Experience in Affordable Housing			10	
Prior Experience in Weld County			10	
Prior Experience in Colorado			5	
No History of Non-Compliance (past 10 years)			10	
Currently Own Assets in Weld County			10	
Currently Own Assets in Colorado			5	

1) CHFA State Average 2024 - Larimer/Weld

<https://public.tableau.com/app/profile/colorado.housing.and.finance.authority/viz/AffordableHousingDevelopmentCosts/housingcreditcosts>



Private Activity Bonds

Request for Applications

SUMMARY

The City of Greeley is pleased to announce its Request for Applications for its 2024 and 2025 Private Activity Bond (PAB) Allocation. The City annually receives a PAB allocation from the Colorado Department of Local Affairs that allows tax-exempt bond financing for a variety of economic development and/or affordable housing projects. The City's PAB balance is \$16,682,273.

PABs offer low-cost financing to encourage private sector investment in communities throughout the country. PABs support investment in projects that increase the tax base of a local community, including: (1) affordable housing, (2) economic development/manufacturing, (3) infrastructure, and (4) environmental projects.

The City PAB Procedures and Guidelines are available online and includes detailed information on the PAB program purposes, eligible uses of PABs, and the structure of PAB issues.

The City strongly suggests that any project developer considering using PABs seek advice of bond counsel prior to submitting an application to determine project eligibility under federal definitions of PABs.

SCHEDULE OF ACTIVITIES

	Activity	Date
1	Advertise Request for Application	January and February 2026
2	Application Submission Deadline <i>Submit one (1) hard copy of the application form and all supporting documentation OR one (1) electronic version to:</i> Housing Solutions Department, Attn: Rosine Bouobda City of Greeley 1100 10 th Street Greeley, CO 80513 rosine.bouobda@greeleygov.com	February 2026
3	City staff review of PAB applications and summary report preparation	February 2026
4	City staff presents preliminary rankings to City Council; Council evaluation of options and recommendation for approval of requests for PAB; City provides resolution of endorsement to Inducement Entity.	March & April 2026
5	PAB Allocation Announcements	May 2026
6	Inducement Entity adopts resolution or ordinance authorizing carryforward or issuance of bonds.	By 9/15/2026

Please contact Rosine Bouobda at rosine.bouobda@greeleygov.com for any questions.

APPLICATION PRIVATE ACTIVITY BOND PROPOSAL

General Information		
Name of Applicant:		
Contact Person:		
Title:	Phone:	E-mail:
Address:		
PAB Amount Requested:		
Project Description		
Project Name:		
Brief Description of Proposed Project or Financing Program:		
Address of Project Site:		
Type of Bonds/Eligible Activity: ☐ Single Family Mortgage ☐ Multifamily Affordable Housing ☐ IDB/Manufacturing Activity ☐ Mortgage Credit Certificate ☐ Qualified 501(c)(3) (e.g. non-profit hospitals, private universities) ☐ Exempt Facility (e.g. hazardous waste facilities, solid waste disposal facilities, water and sewer facilities, mass commuting facilities, local electric, energy or gas facilities) ☐ Qualified Redevelopment ☐ Other (specify: _____)		
Financial Summary		
Total Estimated Project Cost:		
Amount to be Financed by PAB's:		
\$	Land Acquisition	
\$	Site Development including Infrastructure	
\$	Facility Construction	
\$	Facility Remodel or Reconstruction	
\$	Other (explain)	
\$	TOTAL	
Percent of aggregate basis covered by the PABs: _____		
What will happen to the financial feasibility of the project if it were not successful in receiving an allocation of PABs, or if it were to receive only a partial allocation?		
Commercial/Industrial projects fill out page 2 + pages 3-4; Residential projects fill out page 2 + pages 5-7		

Complete for Industrial and Commercial Project Only			
Describe nature of products/services produced or sold:			
For qualified redevelopment projects, please provide a narrative description of the redevelopment that will be undertaken, including the amount/type of development to be constructed:			
Is proposed facility a main or branch facility?			
Project is.... ☐ Expansion of Existing Facility ☐ Expansion of company, new satellite facility ☐ Relocation of major facility ☐ Relocation of satellite facility ☐ Replacement of existing facility ☐ Other (please explain):			
Explain the present use of Site and/or Existing Structures (if applicable).			
The full time employment at this facility currently is:			
	Management	Administrative	Professional/Technical
Existing			
The projected full time employment at this facility upon project completion will be:			
New Positions			
Transfers			
Projected average annual wage of new jobs:			
Projected annual payroll for this facility upon completion will be:			
Estimated assessed valuation of proposed facility:			
Estimated annual sales and use tax generated:			
Estimated annual property tax generated:			
Are there any special infrastructure improvements necessary for successful operation of this facility? If yes, please explain:		o Yes	o No
Describe the project's timeline, including target dates for: a. Zoning, Site Plan and/or Subdivision Approval b. Primary Lender Approval c. PAB Allocation d. Commence Construction e. Project Opening			

Complete for Industrial and Commercial Project Only	
Are there any energy conservation features that exceed the Greeley Municipal Code requirements? If so, please explain:	
<i>The applicant agrees that this development, project or facility will be in conformance with all applicable development, zoning, building, fire and life safety codes, regulations and procedures of the City of Greeley.</i>	
Signature of Applicant:	Date:

The City of Greeley reserves the right to request additional information as may be necessary to further the selection process.

The following documents must be included with the application (incomplete applications may not be processed):

1. Sources and Uses of Funds summary for project
2. 10-year project operating proforma
3. Development budget
4. General location map and site plan, if available

Complete for Residential Projects Only*					
For Sale Project? ☐ Condos ☐ Townhomes ☐ Single Family detached			For Rent project? ☐ Yes ☐ No		
Type of Units	Total Number of Units	Affordable Housing Units			# Accessible Units
		# Units	% of AMI** For Sale	% of AMI** For Rent	
1 bedroom			80%	60%	
			70%	50%	
			60%	40%	
			50%	30%	
2 bedrooms			80%	60%	
			70%	50%	
			60%	40%	
			50%	30%	
3 bedrooms			80%	60%	
			70%	50%	
			60%	40%	
			50%	30%	
4+ bedrooms			80%	60%	
			70%	50%	
			60%	40%	
			50%	30%	
Number of units that will be visitable: _____					
Restricted to Elderly? ☐ Yes ☐ No If Yes, what is minimum age restriction? _____					
Estimated Rent Levels or Sales Price by type of unit					
	Market Units		Affordable Units		
1 bedroom, 1 bath					
1 bedroom, 1.5 bath					
Other 1 BR configuration					
2 bedrooms, 1 bath					
2 bedrooms, 2 bath					
Other 2 BR configuration					
3 bedrooms, 1.5 bath					
3 bedrooms, 2 bath					
Other 3 BR configuration					
4+ bedrooms					
TOTAL UNITS IN DEVELOPMENT					

* All new residential construction must comply with the Inclusionary Housing code, 15.05.220, which requires a minimum of 12% of dwelling units be permanently deed restricted as affordable. More information on the IH code is on the City's website, <https://www.Greeleycolorado.gov/departments/departments-e-m/housing-and-community-investment/housing-program-assistance/assistance-for-builders-developers/inclusionary-housing>

** Current AMI and rent ranges for affordable units are available at <https://www.Greeleycolorado.gov/departments/departments-e-m/housing-and-community-investment/housing-programs>

Complete for Residential Projects Only		
Number of Years that the Affordable Units will be kept affordable: <i>All new residential construction must comply with the Inclusionary Housing code, which requires a minimum of 12% of dwelling units be permanently affordable. More information on the IH ordinance is on the City's website, https://www.Greeleycolorado.gov/departments/departments-e-m/housing-and-community-investment/housing-program-assistance/assistance-for-builders-developers/inclusionary-housing</i>		
Describe the project: Location, general description, elements to be included, unique aspects to the project, including any amenities or services for residents, present use of Site and/or Existing Structures (if applicable), etc.		
Describe the developer's capacity to complete the proposed project within the given timetable and budget. Include previous experience with similar projects.		
Energy Conservation Features, if any that exceed what is required by the Greeley Municipal Code		
Describe the project's timeline, including target dates for: a. Site control b. Zoning, Site Plan and/or Subdivision Approval c. Primary Lender Approval d. LIHTC Allocation e. Close of financing f. Commence Construction/Acquisition/Rehab g. Project completion		
Are there any special infrastructure improvements necessary for successful operation of this facility? If yes, please explain:	☐ Yes	☐ No

Complete for Residential Projects Only	
<i>The applicant agrees that this development or project will be in conformance with all applicable development, zoning, building, fire, and life safety codes, regulations, and procedures of the City of Greeley.</i>	
Signature of Applicant:	Date:

The City of Greeley reserves the right to request additional information as may be necessary to further the selection process.

The following documents must be included with the application (incomplete applications may not be processed):

1. 15-year project operating proforma
2. Sources and Uses of Funds Summary for Project
3. Development Budget
4. Market Study for New Construction Projects
5. General location map and Site Plan

SCHEDULE OF PAB ACTIVITIES

1. Advertise Request for Application: January – February 2026
2. **Application Submission Deadline: February __, 2026, 4:00pm MDT**

Submit one (1) copy of the application form and all supporting documentation via mail or email to:

Housing Solutions Department, Attn: Rosine Bouobda
City of Greeley
1100 10th Street
Greeley, CO 80513
rosine.bouobda@greeleygov.com

3. City staff to review PAB applications, summary report preparation: March and April, 2026
4. City staff to present preliminary rankings to City Council; City Council evaluates options and provides a recommendation for approval of requests for PAB; City provides resolution of endorsement to Inducement Entity: May 2026
5. Inducement Entity adopts resolution or ordinance authorizing carryforward or issuance of bonds: by September 15, 2026

Please contact Rosine Bouobda at rosine.bouobda@greeleygov.com with any questions.

The City of Greeley is pleased to announce this [Request for Applications for the City's 2024 and 2025 Private Activity Bond \(PAB\) Allocation](#). The City annually receives a PAB allocation from the Colorado Department of Local Affairs that allows tax-exempt bond financing for a variety of economic development and/or affordable housing projects. The City's 2024 and 2025 PAB allocation is \$16,682,273.



Council Agenda Summary

January 6, 2026

Key Staff Contact: Brian Hathaway, Water Quality & Regulatory Compliance Manager I

Title:

Introduction and first reading of an ordinance repealing a portion of Title 24, Chapter 10 of the Greeley Municipal Code relating to the Floodplain Overlay District and amending Title 12 of the Greeley Municipal Code by adding a new Chapter 12 relating to floodplain management

Summary:

In 2019, the Colorado Water Conservation Board (CWCB) and the Federal Emergency Management Agency (FEMA) conducted a Community Assistance Visit (CAV) to audit Greeley's floodplain program and identified required code updates, but the CAV was never formally closed due to turnover at both agencies. In early 2025, CWCB's new Floodplain Management Assistance Coordinator reengaged the City's Floodplain Administrator to resume close-out and confirm the needed revisions: add several missing definitions; clarify enforcement authority; establish formal variance procedures; designate the Floodplain Administrator and define powers and duties; include a severability clause; require applicants to establish a Base Flood Elevation (BFE) in Approximate Zone A; and restrict BFE increases of 0.5 feet or more in areas without an established regulatory floodway.

To improve implementation and accountability, staff also proposes relocating performance standards and variance procedures out of the Floodplain Overlay District and into stand-alone sections of the development code, providing Public Works clearer day-to-day administrative authority while maintaining appropriate oversight.

Fiscal Impact:

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

No Impact: This update will only impact language in the code pertaining to floodplain administration in order to ensure compliance with floodplain regulations and does not have a fiscal impact.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality
High-Performance Government
Infrastructure and Mobility
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 January 20, 2026.

Attachments:

1. Ordinance No. 1, 2026 with Appendix A

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 1, 2026**

**AN ORDINANCE REPEALING A PORTION OF TITLE 24, CHAPTER 10 OF THE
GREELEY MUNICIPAL CODE RELATING TO THE FLOODPLAIN OVERLAY
DISTRICT AND AMENDING TITLE 12 OF THE GREELEY MUNICIPAL CODE BY
ADDING A NEW CHAPTER 12 RELATING TO FLOODPLAIN MANAGEMENT**

WHEREAS, the City of Greeley, Colorado is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the City's Home Rule Charter; and

WHEREAS, the National Flood Insurance Act (42 U.S.C. § 4001, et. seq) requires the Federal Emergency Management Agency to prohibit sale or renewal of flood insurance within the jurisdiction of a local government unless that local government implements certain floodplain management regulations. The Federal Emergency Management Agency determines the adequacy of local government's floodplain management regulations pursuant to the criteria in 44 C.F.R. § 60.3.

WHEREAS, the Colorado Water Conservation Board passed regulations that require local governments in Colorado to implement certain regulations that provide standards for floodplain preservation and potential flood risk reduction to life, safety, health, and property. 2 C.C.R. § 408-1.

WHEREAS, the City Council finds it necessary to update the Greeley Municipal Code regarding zoning and regulation of construction and development within floodplains to ensure the City of Greeley's floodplain management regulations are consistent with federal and state criteria and to ensure the Greeley Municipal Code is consistent with modern terminology.

WHEREAS, the City Council finds it prudent and advantageous to relocate the floodplain management standards from the Greeley Development Code to a new chapter contained in Title 12, Public Health & Environmental Control, to be overseen and enforced by the Public Works Department.

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

Section 1. That Section 24-1001 contained in Chapter 10 of Title 24 of the Greeley Municipal Code be repealed and replaced by a new Section 24-1001 to read as follows:

Sec. 24-1001. Floodplain overlay district.

- a. *Intent.* This section creates a floodplain overlay district: a zoning overlay of special standards and regulations for land located within a special flood hazard area (SFHA) as identified by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program (NFIP). It is the intent of this section and the related floodplain management regulations within title 12, chapter 12 of this Code to promote public health,

safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to critical facilities, infrastructure and other public facilities located in floodplains;
6. Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and
7. Ensure that potential buyers are notified that property is located in a flood hazard area.

This section is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this ordinance and another statute, regulation, ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

- b. *Applicability.* The floodplain overlay district shall apply to all special flood hazard areas and areas removed from the floodplain by the issuance of a FEMA letter of map revision based on fill (LOMR-F) within the jurisdiction of the city.

1. The special flood hazard areas identified by FEMA and any revisions thereto are hereby adopted by reference and declared to be a part of this section. These special flood hazard areas identified are the minimum area of applicability of this section and may be supplemented by studies designated and approved by the community.
2. No structure or land shall hereafter be located, altered or have its use changed within the SFHA without full compliance with the standards and requirements in title 12, chapter 12 of this code. These regulations meet the minimum requirements as set forth by the Colorado Water Conservation Board (CWCB) Rules and Regulations for Regulatory

Floodplains in Colorado (2 C.C.R. § 408-1) and the National Flood Insurance Program (44 C.F.R. §§ 50 to 80).

- c. *Floodplain development permit.* A floodplain development permit shall be required before construction or development (as those terms are defined in section 12-1204 of this code) within the floodplain overlay district. Refer to section 12-1206 of this code for floodplain development permit requirements.
- d. *Variances.* The zoning board of appeals shall hear and render judgment on requests for variances from the requirements of title 12, chapter 12 of this code. When considering whether to grant a variance, the zoning board of appeals shall not apply the development code variance standards and procedures in section 24-209 and shall instead apply the following standards and procedures:
 - 1. Prerequisites for granting variances:
 - (a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (b) Variances shall only be issued upon:
 - (1) Showing a good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant, and
 - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (c) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

- (d) The floodplain administrator shall be notified of and must have the opportunity to submit written comments or offer testimony to the zoning board of appeals prior to a decision on any proposed variance.
- 2. Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - (a) All other criteria for issuing a variance under this subsection are met, and
 - (b) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
- 3. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this section.
- 4. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- 5. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in this section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- 6. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- 7. Upon considerations of the factors noted above and the intent of this section, the zoning board of appeals may attach such conditions to the granting of variances as they deem necessary to further the purpose and objectives stated in section 24-1001.a.

Section 2. That the Greeley Municipal Code be amended by adding thereto a new Chapter 12, entitled "Floodplain Management" to Title 12.

Section 3. That the Greeley Municipal Code be amended by adding sections 12-1201 to 12-1217 to Chapter 12, Floodplain Management, contained in Title 12 and to read as follows:

Title 12 – Public Health and Environmental Control

Chapter 12 – Floodplain management

Sec. 12-1201. - Purpose.

- a. *Intent.* It is the intent of this chapter to implement the Colorado Water Conservation Board (CWCB) and the Federal Emergency Management Agency (FEMA) floodplain management regulations that provide for the city's administration and enforcement of flood protection standards.
- b. *Applicability.* The standards, requirements, and administration of this section shall apply to land located within the city's floodplain overlay district, as instituted in section 24-1001 of this Code.

Sec. 12-1202. - Severability.

The sections, subsections, sentences, clauses and phrases within this chapter are each severable and if any phrase, clause, sentence, subsection or section of this chapter is declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, subsections and sections of this chapter.

No provision of this chapter shall enable any circumstance that is unlawful under superseding federal or state law. If any section, subsection, sentence, clause, phrase, or portion of this code is now or in the future superseded or preempted by state or federal law or found by a court of competent jurisdiction to be unauthorized, such provision shall be interpreted and applied as required by law.

Sec. 12-1203. - Liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods than contemplated in this chapter or section 24-1001 of this code (governing the creation and maintenance of the city's floodplain overlay district) can and will occur and flood heights

may be increased by man-made or natural causes. This chapter does not imply that land outside the special flood hazard area or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

Sec. 12-1204. - Definitions.

The following terms used in this chapter and in section 24-1001 of this code shall have the meaning given below. All other terms shall have their usual customary meaning, or the meaning given elsewhere in this code or other applicable uniform or international code adopted by the city, except where the context clearly indicates a different meaning.

100-year flood means a flood having a recurrence interval that has a one percent chance of being equaled or exceeded during any given year (one-percent chance flood). The terms "one-percent chance flood" and "base flood" are synonymous with the term "100-year flood." The term "100-year flood" does not imply that the flood will necessarily happen once every one hundred years.

100-year floodplain means the area of land susceptible to being inundated as a result of the occurrence of a 100-year flood.

500-year flood means a flood having a recurrence interval that has a 0.2 percent chance of being equaled or exceeded during any given year (0.2-percent-chance annual flood). The term "500-year flood" does not imply that the flood will necessarily happen once every five hundred years.

500-year floodplain means the area of land susceptible to being inundated as a result of the occurrence of a 500-year flood.

Addition means any activity that expands the enclosed footprint or increases the square footage of an existing structure.

Alluvial fan flooding means a fan-shaped sediment deposit formed by a stream that flows from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the main stream. Alluvial fans contain active stream channels and boulder bars, and recently abandoned channels. Alluvial fans are predominantly formed by alluvial deposits and are modified by infrequent sheet flood, channel avulsions and other stream processes.

Area of shallow flooding means a designated Zone AO or AH on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable. Such flooding is characterized by ponding or sheet flow.

Base flood means a 100-year-flood and is a flood having a one percent chance of being equaled or exceeded in any given year. This term is used in the NFIP to indicate the minimum level of flooding to be used by a community in its floodplain management regulations.

Base flood elevation (BFE) means the elevation shown on a FEMA flood insurance rate map that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

Basement means any area of a building having its floor sub-grade (below ground level) on all sides.

Channel means the physical confine of stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.

Channelization means the artificial creation, enlargement or realignment of a stream channel.

Code of Federal Regulations (CFR) means the codification of the general and permanent Rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation.

Community means the City of Greeley, Colorado.

Comprehensive plan means the city comprehensive plan as defined in section 24-1301 of this Code.

Conditional letter of map revision (CLOMR) means FEMA's comment on a proposed project which does not revise an effective floodplain map, which would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

Critical facility means a structure or related infrastructure, but not the land on which it is situated, as specified in section 12-1216 that, if flooded, may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

CWCB means the Colorado Water Conservation Board. The Colorado General Assembly has appointed CWCB the responsibility for the designation of regulatory floodplains and to promote protection of public health, safety, welfare, and property by protecting development in the regulatory floodplains. C.R.S. §§ 24-65.1-101, 24-65.1-202(2)(a)(I)(A), 24-65.1-302(1)(b), (2)(a), 24-65.1-403(3), 24-65.1-404.

Development means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

DFIRM database means a database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA Mapping Specifications and Guidelines outline requirements for the development and maintenance of DFIRM databases.

Digital flood insurance rate map (DFIRM) means a FEMA digital floodplain map. These digital maps serve as regulatory floodplain maps for insurance and floodplain management purposes.

Elevated building means a nonbasement building built to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers) or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. The term "elevated building" also includes a building elevated by means of fill or solid-foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.

Federal Register means the official daily publication for rules, proposed rules and notices of federal agencies and organizations, as well as executive orders and other presidential documents.

FEMA means the Federal Emergency Management Agency.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation or runoff of surface waters from any source.

Flood boundary and floodway map (FBFM) means an official map, as amended from time to time, issued by the Federal Emergency Management Agency, where the boundaries of the base flood, floodway and 500-year flood have been delineated.

Flood control structure means a physical structure designed and built expressly or partially for the purpose of reducing, redirecting or guiding flood flows along a particular waterway. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Flood insurance rate map (FIRM) means an official map issued by the Federal Emergency Management Agency, as amended from time to time, where the boundaries of the base flood, 500-year flood, water surface elevations of the base flood and special flood hazard areas and the risk premium zones have been delineated.

Flood insurance study (FIS) means an official study by the Federal Emergency Management Agency, as amended from time to time, examining, evaluating and determining flood hazards, corresponding water surface elevations and flood profiles of the base flood.

Floodplain means an area which is adjacent to a stream or watercourse and which is subject to flooding as a result of the occurrence of an intermediate regional flood and which is so adverse to past, current or foreseeable construction or land use as to constitute a significant hazard to public health and safety or to property. This term includes, but is not limited to, mainstream floodplains, debris fan floodplains and dry wash channels and floodplains.

Floodplain administrator means the community official designated by title to administer and enforce the floodplain management regulations.

Floodplain development permit means a permit required before construction or development begins within any special flood hazard area (SFHA). Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this chapter.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such federal, state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and/or nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (regulatory floodway) means the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

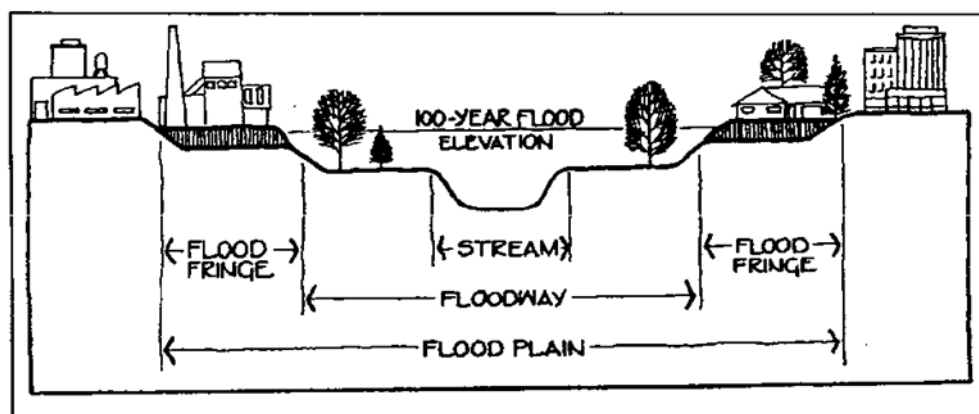


Figure 12-1204-1: Illustration of floodway, floodplain and flood fringe.

Freeboard means the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to

flood heights greater than the height calculated for a selected size flood, such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (a) By an approved state program as determined by the Secretary of the Interior; or
 - (b) Directly by the Secretary of the Interior in states without approved programs.

Letter of map revision (LOMR) means FEMA's official revision of an effective flood insurance rate map (FIRM), flood boundary and floodway map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or

hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations (BFEs), or the special flood hazard area.

Letter of map revision based on fill (LOMR-F) means FEMA's modification of the special flood hazard area shown on the flood insurance rate map based on the placement of fill outside the existing regulatory floodway.

Levee means a manufactured structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee or levees and associated structures such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, shall not be considered a building's lowest floor; provided that such enclosure shall not be built so as to render the structure in violation of the applicable design requirements of this chapter.

Manufactured home means a detached, single-family housing unit that does not meet the definition of single-family dwelling or residence set forth in section 24-1301 of this code and which has all of the following characteristics:

5. Designed for a long-term occupancy and containing sleeping accommodations, a flush toilet, a tub or shower bath and kitchen facilities and which has plumbing and electrical connections provided for attachment to outside systems;
6. Designed to be transported after fabrication, on its own wheels, or on a flatbed or other trailer or on detachable wheels;

7. Arrives at the site where it is to be occupied as a complete unit and is ready for occupancy except for minor and incidental unpacking and assembly operations, location on foundation supports or jacks, underpinned, connections to utilities and the like;
8. Exceeding eight feet in width and 32 feet in length, excluding towing gear and bumpers;
9. Is without motive power; and
10. Is not a recreational vehicle.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Manufactured home park or subdivision, existing means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) are completed before the effective date of the ordinance codified in this code.

Manufactured home park or subdivision, expansion means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).

Manufactured home park or subdivision, new means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Mean sea level means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

National Flood Insurance Program (NFIP) means FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable federal regulations promulgated in C.F.R. title 44. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

New construction means structures for which the start of construction commenced on or after the original effective date of the ordinance codified in this chapter.

No-rise certification means a record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A no-rise certification must be supported by technical data and signed by a registered Colorado professional engineer.

OSHA means the federal Occupational Safety and Health Administration.

Physical map revision (PMR) means FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations and/or planimetric features.

Recreational vehicle means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projections;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Safety data sheet (SDS) means a form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that

substance in a safe manner and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment and spill-handling procedures.

Special flood hazard area (SFHA) means an area having special flood, mudflow or flood-related erosion hazards and shown on the FIRM as Zone A, AE, or AO. The SFHA is the area where NFIP's floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

Start of construction includes substantial improvement and shall mean the date the building permit was issued, provided that the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation such as clearing, grading and filling; the installation of streets and/or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms; or the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Structure means a walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure just prior to when the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This term

includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a historic structure, provided that the structure's designation as a historic structure remains.

Threshold planning quantity (TPQ) means a quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the state that such facilities are subject to emergency planning requirements.

Variance means a grant of relief to a person from the requirements of this chapter when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations, or structure or other development without the elevation certificate, other certifications or other evidence of compliance required in this chapter.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 12-1205. - Floodplain administrator.

- a. *Designation of the floodplain administrator.* The Director of Public Works shall designate an employee within the Department of Public Works to serve as the floodplain administrator. The floodplain administrator shall administer, implement, and enforce the provisions of this chapter and other appropriate sections of the federal and state regulations pertaining to floodplain management for the city.

b. *Duties and responsibilities of the floodplain administrator.* Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this chapter including the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures and any floodproofing certificate required by section 12-1211.
2. Keep a copy of the flood insurance studies (FIS), digital flood insurance rate maps (DFIRMs), flood insurance rate maps (FIRMs), and/or flood boundary and floodway maps (FBFMs) on file and available for public inspection.
3. Review, approve, or deny all floodplain development permit applications.
4. Review floodplain development permit applications to determine whether a proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
5. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Clean Water Act, 33 U.S.C. § 1344) from which prior approval is required.
6. Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this ordinance, including proper elevation of the structure.
7. Where interpretation is needed as to the exact location of the boundaries of the SFHA (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.
8. When base flood elevation or floodway data has not been provided in accordance with section 24-1001.b of this code, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state, or other source, in order to administer the provisions of sections 12-1210 through 12-1217. The other sources of data may include, but are not limited to: FEMA publications such as guidance documents, policy documents, technical bulletins and

regulations; state publications and regulations; and other published or unpublished flood studies.

9. Notify, in riverine situations, adjacent communities and the CWCB prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
10. Ensure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
11. Maintain a record of all actions involving an appeal and report variances to FEMA upon request.

Section 12-1206. - Floodplain development permits.

- a. A floodplain development permit shall be required before construction or development in a SFHA to ensure conformance with the provisions of this chapter.
- b. Application for a floodplain development permit shall be presented to the floodplain administrator on required forms and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to the SFHA. Additionally, the following information is required:
 1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 3. A certificate from a registered Colorado professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 12-1215.b; and
 4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

- c. Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this chapter and the following relevant factors:
1. The danger to life and property due to flooding or erosion damage;
 2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 3. The danger that materials may be swept onto other lands to the injury of others;
 4. The compatibility of the proposed use with existing and anticipated development;
 5. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 6. The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges and public utilities and facilities, such as sewer, gas, electrical and water systems;
 7. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters expected at the site;
 8. The necessity to the facility of a waterfront location, where applicable; and
 9. The availability of alternative locations not subject to flooding or erosion damage for the proposed use.
 10. A comparison of the proposed use to the zoning and allowable uses for that area under the community's comprehensive plan.

Sec. 12-1207. - Variances.

Refer to section 24-1001 of this code for the standards and procedures for requesting a variance to the requirements of this chapter.

Sec. 12-1208. - Appeals.

- a. Appeal of any administrative decision made by the floodplain administrator shall be submitted to and heard by the Public Works Director or the director's designee (so long as that designee is not also the floodplain administrator). The Public Works Director or the director's designee shall hear and render judgment on an appeal only when it is alleged there

is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.

- b. Any person or persons aggrieved by the decision of the Public Works Director or the director's designee under subsection 12-208.a, above, may appeal such decision to a court of competent jurisdiction.

Sec. 12-1209. - Violations.

Violation of any provision in this chapter shall be an administrative code violation and subject to the penalties and other enforcement actions under title 1, chapter 10 of this code.

Sec. 12-1210. – General standards for flood hazard reduction.

In all SFHAs, the following provisions are required for all new construction and substantial improvements:

- a. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- b. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- c. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- d. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

- e. All manufactured homes shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces;
- f. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- g. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and
- h. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 12-1211. - Specific standards for flood hazard reduction.

In all SFHAs where base flood elevation data has been provided as set forth in this chapter, the following provisions are required:

- a. *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork) elevated to one foot above the base flood elevation. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer, architect or land surveyor. Such certification shall be submitted to the floodplain administrator.
- b. *Nonresidential construction.* With the exception of critical facilities, outlined in section 12-1216, new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) electrical,

heating, ventilation, plumbing, and air conditional equipment and other service facilities (including ductwork), elevated to one foot above the base flood elevation or, together with attendant utility and sanitary facilities, be designed so that, at one foot above the base flood elevation, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered Colorado professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this chapter. Such certification shall be maintained by the floodplain administrator.

- c. *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered Colorado professional engineer or architect, or meet or exceed the following minimum criteria:
 - 1. A minimum of two openings, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding, shall be provided.
 - 2. The bottom of all openings shall be no higher than one foot above grade.
 - 3. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.
- d. *Manufactured homes.* All manufactured homes that are placed or substantially improved within Zones A1-30, AH and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision in which a manufactured home has incurred substantial damage as a result of a flood, shall be elevated on a permanent foundation such

that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), are elevated to one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. All manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of the above paragraph shall be elevated so that either:

1. The lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), are one foot above the base flood elevation; or
 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and it is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. *Recreational vehicles.* All recreational vehicles placed on sites within Zones A1-30, AH and AE on the community's FIRM shall either:
1. Be on the site for fewer than 180 consecutive days;
 2. Be fully licensed and ready for highway use; or
 3. Meet the permit requirements of section 12-1206 and the same elevation and anchoring requirements as manufactured homes in section 12-1209.e.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect-type utilities and security devices and has no permanently attached additions.

- f. *Prior approved activities.* Any activity for which a floodplain development permit was issued by the city, or a CLOMR was issued by FEMA prior to the effective date of this chapter, may

be completed according to the standards in place at the time of the permit or CLOMR issuance and will not be considered in violation of this chapter if it meets such standards.

Sec. 12-1212. - Standards for areas of shallow flooding (AO/AH zones).

Located within SFHAs are areas designated as shallow flooding. Within Zones AH or AO, adequate drainage paths around structures on slopes are required to guide floodwaters around and away from proposed structures. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable. Such flooding is characterized by ponding or sheet flow; therefore, the following additional provisions apply:

- a. *Residential construction.* All new construction and substantial improvements of residential structures must have the lowest floor (including basement) electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer, architect or land surveyor. Such certification shall be submitted to the floodplain administrator.
- b. *Nonresidential construction.* With the exception of critical facilities, outlined in section 12-1216, all new construction and substantial improvements of nonresidential structures, must have the lowest floor (including basement) electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork) elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified) or, together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least one foot above the base flood level with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered Colorado professional engineer or

architect shall submit a certification to the floodplain administrator that the standards of this chapter are satisfied.

Within Zones AH or AO, adequate drainage paths around structures on slopes are required to guide flood waters around and away from proposed structures.

Sec. 12-1213. – Standards for floodways.

Floodways (regulatory floodways) are administrative limits and tools used to regulate existing and future floodplain development. The state has adopted floodway standards that are more stringent than the FEMA minimum standards (see definition of floodway in section 12-1204). Located within SFHAs are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- a. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed Colorado professional engineer and in accordance with standard engineering practice that the proposed encroachment would not result in any increase (requires a no-rise certification) in flood levels within the community during the occurrence of the base flood discharge.
- b. If subsection 12-1213.a, above, is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter.
- c. For waterways with base flood elevations for which a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.

- d. Under the provisions of section 65.12 of the NFIP regulations (44 C.F.R. § 65.12), a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the community first applies for a CLMOR, fulfills the requirements for such revisions as established under the provisions of section 65.12, and receives FEMA approval.

Sec. 12-1214. – Standards for developments that alter a watercourse.

For all proposed developments that alter a watercourse within a SFHA, the following standards apply:

- a. Channelization and flow-diversion projects shall appropriately consider issues of sediment transport, erosion, deposition and channel migration and properly mitigate potential problems through the project, as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.
- b. Channelization and flow-diversion projects shall evaluate the residual 100-year floodplain.
- c. Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable federal, state and local floodplain rules, regulations and ordinances.
- d. Any stream alteration activity shall be designed and sealed by a registered Colorado professional engineer or certified professional hydrologist.
- e. All activities within the regulatory floodplain shall meet all applicable federal, state and local floodplain requirements and regulations.

- f. Within the regulatory floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a floodway analysis and report, sealed by a registered Colorado professional engineer, that there is not a rise in the proposed conditions compared to existing conditions, otherwise known as a no-rise certification, unless the community first applies for a CLOMR and floodway revision in accordance with section 12-1213.d.
- g. Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.

Sec. 12-1215. – Standards for properties removed from floodplain by fill.

A floodplain development permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA letter of map revision based on fill (LOMR-F), unless such new structure or addition complies with the following:

- a. *Residential construction.* The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the base flood elevation that existed prior to the placement of fill.
- b. *Non-residential construction.* The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the base flood elevation that existed prior to the placement of fill, or together with attendant utility and sanitary facilities be designed so that the structure or addition is watertight to at least one foot above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or effects of buoyancy.

Sec. 12-1216. - Standards for subdivision proposals.

- a. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be reasonably safe from flooding. If a subdivision or other development proposal is in a floodprone area, the proposal shall minimize flood damage.
- b. All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet floodplain development permit requirements of section 12-1206 and all applicable standards of this chapter.
- c. Base flood elevation data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions which are greater than 50 lots or five acres, whichever is lesser, if not already provided.
- d. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
- e. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize or eliminate flood damage.

Sec. 12-1217. - Standards for critical facilities.

A critical facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado (2 C.C.R. § 408-1:6), that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

- a. *Classification of critical facilities.* Critical facilities are classified under the following categories: 1) essential services; 2) hazardous materials; 3) at-risk populations; and 4) vital to restoring normal services.

1. *Essential services facilities.* Essential services facilities consist of:
 - (a) Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage and emergency operation centers);
 - (b) Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions and nonambulatory surgical structures);
 - (c) Designated emergency shelters;
 - (d) Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio and other emergency warning systems, but excluding towers, poles, lines, cables and conduits);
 - (e) Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but excluding towers, poles, power lines, buried pipelines, transmission lines, distribution lines and service lines); and
 - (f) Air transportation lifelines (airports [municipal and larger], helicopter pads and structures serving emergency functions and associated infrastructure [aviation control towers, air traffic control centers and emergency equipment aircraft hangars]).

Specific exemptions to this category include wastewater treatment plants (WWTP), non-potable water treatment and distribution systems and hydroelectric power generating plants and related appurtenances. Public utility plant facilities may be exempted if it can be demonstrated, to the satisfaction of the city, that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this chapter, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the city upon request.

2. *Hazardous materials facilities.* Hazardous materials facilities may include:
 - (a) Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);

- (b) Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;
- (c) Refineries;
- (d) Hazardous waste storage and disposal sites; and
- (e) Above-ground gasoline or propane storage or sales centers.

(f) If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a safety data sheet (SDS) on file for any chemicals stored or used in the workplace, and the chemicals are stored in quantities equal to or greater than the threshold planning quantity (TPQ) for that chemical, then that facility shall be considered to be a critical facility. The TPQ for these chemicals is: either 500 pounds or the TPQ listed (whichever is lower) for the chemicals listed at 40 C.F.R. § 355, Appendices A and B, also known as extremely hazardous substances (EHS); or 10,000 pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for SDS can be found in 29 C.F.R. § 1910.1200. Specific exemptions to this category include:

- i. Finished consumer products within retail centers and households containing hazardous materials intended for household use and agricultural products intended for agricultural use.
- ii. Buildings and other structures containing hazardous materials for which it can be demonstrated by hazard assessment and certification by a qualified professional, to the satisfaction of the city, that a release of the subject hazardous material does not pose a major threat to the public.
- iii. Pharmaceutical sales, use, storage and distribution centers that do not manufacture pharmaceutical products.

These exemptions shall not apply to buildings or other structures that also function as critical facilities under another category outlined in this chapter.

3. *At-risk population facilities.* At-risk population facilities consist of:

- (a) Elder care (nursing homes);
- (b) Congregate care serving 12 or more individuals (day care and assisted living); and

(c) Public and private schools (pre-schools, K-12 schools), before-school and after-school care serving 12 or more children).

4. *Facilities vital to restoring normal services.* Facilities vital to restoring normal services, including government operations, consist of:

(a) Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers); and

(b) Essential structures for public colleges and universities (dormitories, offices and classrooms only).

These facilities may be exempted if it is demonstrated, to the satisfaction of the city, that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this chapter, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the city upon request.

b. *Protection for critical facilities.* All new and substantially improved critical facilities and new additions to critical facilities located within the SFHA shall be regulated to a higher standard than structures not determined to be critical facilities. Protection shall include one of the following:

1. Location outside the SFHA; or
2. Elevation or floodproofing of the structure to at least two feet above the base flood elevation.

c. *Ingress and egress for new critical facilities.* New critical facilities shall, when practicable as determined by the city, have continuous noninundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.

Section 3. This ordinance shall become effective five (5) days following its final publication, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 2026.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A

Sec. 24-1001. - Floodplain overlay district.

- a. *Intent.* The floodplain overlay district is a zoning overlay for land within special flood hazard areas and, along with the floodplain development permit, creates an overlay of special standards and regulations to those zoning districts found to be within special flood hazard areas. It is the intent of this section to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:
1. Protect human life and health;
 2. Minimize expenditure of public money for costly flood control projects;
 3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 4. Minimize prolonged business interruptions;
 5. Minimize damage to critical facilities, infrastructure and other public facilities located in floodplains;
 6. Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and
 7. Ensure that potential buyers are notified that property is located in a flood hazard area.
- b. *Applicability.* This section shall apply to all special flood hazard areas and areas removed from the floodplain by the issuance of a FEMA letter of map revision based on fill (LOMR-F) within the jurisdiction of the city.
1. The special flood hazard areas identified by FEMA and any revisions thereto are hereby adopted by reference and declared to be a part of this section. These special flood hazard areas identified are the minimum area of applicability of this section and may be supplemented by studies designated and approved by the city.
The floodplain administrator shall keep a copy of the flood insurance studies (FIS), digital

flood insurance rate maps (DFIRMs), flood insurance rate maps (FIRMs), and/or flood boundary and floodway maps (FBFMs) on file and available for public inspection.

2. No structure or land shall hereafter be located, altered or have its use changed within the special flood hazard area without full compliance with the terms of this section. These regulations meet the minimum requirements as set forth by the Colorado Water Conservation Board and the National Flood Insurance Program.
3. The degree of flood protection required by this section is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the special flood hazard area or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not imply or create, and the city expressly disclaims, any liability on the part of the city or any official or employee thereof for any flood damages that result from reliance on this section or any administrative decision lawfully made thereunder.

c. *Floodplain development permits.*

1. A floodplain development permit shall be required before construction or development in a special flood hazard area to ensure conformance with the provisions of this section.
2. Application for a floodplain development permit shall be presented to the floodplain administrator on required forms and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to the special flood hazard area. Additionally, the following information is required:
 - (a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

- (c) A certificate from a registered Colorado professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 24-1001.e.2; and
 - (d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
3. Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this section and the following relevant factors:
- (a) The danger to life and property due to flooding or erosion damage;
 - (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (c) The danger that materials may be swept onto other lands to the injury of others;
 - (d) The compatibility of the proposed use with existing and anticipated development;
 - (e) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (f) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges and public utilities and facilities, such as sewer, gas, electrical and water systems;
 - (g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters expected at the site;
 - (h) The necessity to the facility of a waterfront location, where applicable; and
 - (i) The availability of alternative locations not subject to flooding or erosion damage for the proposed use.
- d. *General standards for flood hazard reduction.* In all special flood hazard areas, the following provisions are required for all new construction and substantial improvements:
- 1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - 2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
 4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 5. All manufactured homes shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces;
 6. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
 7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and
 8. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- e. *Specific standards for flood hazard reduction.* In all special flood hazard areas where base flood elevation data has been provided as set forth in this section, the following provisions are required:
1. *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to one foot above the base flood elevation. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer, architect or land surveyor. Such certification shall be submitted to the floodplain administrator.

2. *Nonresidential construction.* With the exception of critical facilities, outlined in section 24-1001.k, new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to one foot above the base flood elevation or, together with attendant utility and sanitary facilities, be designed so that, at one foot above the base flood elevation, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered Colorado professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this section. Such certification shall be maintained by the floodplain administrator.
3. *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered Colorado professional engineer or architect, or meet or exceed the following minimum criteria:
 - (a) A minimum of two openings, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding, shall be provided.
 - (b) The bottom of all openings shall be no higher than one foot above grade.
 - (c) Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.
4. *Manufactured homes.* All manufactured homes that are placed or substantially improved within Zones A1-30, AH and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision in which a manufactured home has incurred substantial damage as a result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to one foot

above the base flood elevation and be securely anchored to an adequately *anchored* foundation system to resist flotation, collapse and lateral movement. All manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of the above paragraph shall be elevated so that either:

- (a) The lowest floor of the manufactured home is one foot above the base flood elevation;
or
- (b) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and it is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

5. *Recreational vehicles.* All recreational vehicles placed on sites within Zones A1-30, AH and AE on the community's FIRM shall either:

- (a) Be on the site for fewer than 180 consecutive days;
- (b) Be fully licensed and ready for highway use; or
- (c) Meet the permit requirements of section 24-1001.c and the elevation and anchoring requirements for manufactured homes in section 24-1001.e.
- (d) A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect-type utilities and security devices and has no permanently attached additions.

6. *Prior approved activities.* Any activity for which a floodplain development permit was issued by the city, or a CLOMR was issued by FEMA prior to the effective date of this section, may be completed according to the standards in place at the time of the permit or CLOMR issuance and will not be considered in violation of this chapter if it meets such standards.

f. *Standards for areas of shallow flooding (AO/AH zones).* Located within special flood hazard areas are areas designated as shallow flooding. Within Zones AH or AO, adequate drainage paths around structures on slopes are required to guide floodwaters around and away from proposed structures. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of

flooding is unpredictable. Such flooding is characterized by ponding or sheet flow; therefore, the following additional provisions apply:

1. *Residential construction.* All new construction and substantial improvements of residential structures must have the lowest floor, including basement, elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado professional engineer, architect or land surveyor. Such certification shall be submitted to the floodplain administrator.
2. *Nonresidential construction.* With the exception of critical facilities, outlined in section 24-1001.k, all new construction and substantial improvements of nonresidential structures, must have the lowest floor, including basement, elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified) or, together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least one foot above the base flood level with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered Colorado professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section are satisfied.

g. *Floodways.* Floodways are administrative limits and tools used to regulate existing and future floodplain development. The state has adopted floodway standards that are more stringent than the FEMA minimum standard (see definition of floodway in section 24-1001.1). Located within special flood hazard areas are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed

Colorado professional engineer and in accordance with standard engineering practice that the proposed encroachment would not result in any increase (requires a no-rise certification) in flood levels within the community during the occurrence of the base flood discharge.

2. If subsection g.1 above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.
3. Under the provisions of section 65.12 of the National Flood Insurance Regulations (44 C.F.R. 65.12), a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a CLOMR and floodway revision through FEMA.

h. *Alteration of watercourse.* For all proposed developments that alter a watercourse within a special flood hazard area, the following standards apply:

1. Channelization and flow-diversion projects shall appropriately consider issues of sediment transport, erosion, deposition and channel migration and properly mitigate potential problems through the project, as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.
2. Channelization and flow-diversion projects shall evaluate the residual 100-year floodplain.
3. Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable federal, state and local floodplain rules, regulations and ordinances.
4. Any stream alteration activity shall be designed and sealed by a registered Colorado professional engineer or certified professional hydrologist.
5. All activities within the regulatory floodplain shall meet all applicable federal, state and local floodplain requirements and regulations.
6. Within the regulatory floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a floodway analysis and report, sealed by a registered Colorado professional engineer, that there is not a rise in the proposed conditions compared to existing conditions, otherwise known as a no-rise certification,

unless the community first applies for a CLOMR and floodway revision in accordance with section 24-1001.g.

7. Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.
- i. *Properties removed from floodplain by fill.* A floodplain development permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA letter of map revision based on fill (LOMR-F), with a lowest floor elevation placed below the base flood elevation with one foot of freeboard that existed prior to the placement of fill.
- j. *Standards for subdivision proposals.*
 1. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be reasonably safe from flooding. If a subdivision or other development proposal is in a floodprone area, the proposal shall minimize flood damage.
 2. All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet floodplain development permit requirements of section 24-1001.c and all applicable standards of this section.
 3. Base flood elevation data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions which are greater than 50 lots or five acres, whichever is lesser, if not already provided.
 4. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
 5. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize or eliminate flood damage.
- k. *Standards for critical facilities.* A critical facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that if flooded may result in significant hazards to public

health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

1. *Classification of critical facilities.* Critical facilities are classified under the following categories: 1) essential services; 2) hazardous materials; 3) at-risk populations; and 4) vital to restoring normal services.

(a) *Essential services facilities.* Essential services facilities consist of:

- (1) Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage and emergency operation centers);
- (2) Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions and nonambulatory surgical structures);
- (3) Designated emergency shelters;
- (4) Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio and other emergency warning systems, but excluding towers, poles, lines, cables and conduits);
- (5) Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but excluding towers, poles, power lines, buried pipelines, transmission lines, distribution lines and service lines); and
- (6) Air transportation lifelines (airports [municipal and larger], helicopter pads and structures serving emergency functions and associated infrastructure [aviation control towers, air traffic control centers and emergency equipment aircraft hangars]).

Specific exemptions to this category include wastewater treatment plants(WWTP),non-potable water treatment and distribution systems and hydroelectric power generating plants and related appurtenances. Public utility plant facilities may be exempted if it can be demonstrated, to the satisfaction of the city, that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an

intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this section, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood.

Evidence of ongoing redundancy shall be provided to the city upon request.

(b) *Hazardous materials facilities.* Hazardous materials facilities may include:

- (1) Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);
- (2) Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;
- (3) Refineries;
- (4) Hazardous waste storage and disposal sites; and
- (5) Above-ground gasoline or propane storage or sales centers.

Facilities shall be determined to be critical facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a material safety data sheet (MSDS) on file for any chemicals stored or used in the workplace, and the chemicals are stored in quantities equal to or greater than the threshold planning quantity (TPQ) for that chemical, then that facility shall be considered to be a critical facility. The TPQ for these chemicals is: either 500 pounds or the TPQ listed (whichever is lower) for the 356 chemicals listed under 40 C.F.R. 302 (2010), also known as extremely hazardous substances (EHS); or 10,000 pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for MSDS can be found in 29 C.F.R. 1910 (2010). Specific exemptions to this category include:

- i. Finished consumer products within retail centers and households containing hazardous materials intended for household use and agricultural products intended for agricultural use.
- ii. Buildings and other structures containing hazardous materials for which it can be demonstrated by hazard assessment and certification by a qualified

professional, to the satisfaction of the city, that a release of the subject hazardous material does not pose a major threat to the public.

- iii. Pharmaceutical sales, use, storage and distribution centers that do not manufacture pharmaceutical products.

These exemptions shall not apply to buildings or other structures that also function as critical facilities under another category outlined in this section.

(c) *At-risk population facilities.* At-risk population facilities consist of:

- (1) Elder care (nursing homes);
- (2) Congregate care serving 12 or more individuals (day care and assisted living); and
- (3) Public and private schools (pre-schools, K-12 schools), before-school and after-school care serving 12 or more children).

(d) *Facilities vital to restoring normal services.* Facilities vital to restoring normal services, including government operations, consist of:

- (1) Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers); and
- (2) Essential structures for public colleges and universities (dormitories, offices and classrooms only).

These facilities may be exempted if it is demonstrated, to the satisfaction of the city, that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this section, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the city upon request.

- 2. *Protection for critical facilities.* All new and substantially improved critical facilities and new additions to critical facilities located within the special flood hazard area shall be regulated to a higher standard than structures not determined to be critical facilities.

Protection shall include one of the following:

- (a) Location outside the special flood hazard area; or
 - (b) Elevation or floodproofing of the structure to at least two feet above the base flood elevation.
3. *Ingress and egress for new critical facilities.* New critical facilities shall, when practicable as determined by the city, have continuous noninundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.
1. *Defined terms.* The following terms used in this section shall have the meaning given below. All other terms shall have their usual customary meaning, or the meaning given elsewhere in this code or other applicable uniform or international code adopted by the city, except where the context clearly indicates a different meaning.

100-year flood means a flood having a recurrence interval that has a one percent chance of being equaled or exceeded during any given year (one-percent-annual-chance flood). The terms "100-year flood" and "one-percent chance flood" are synonymous with the term "100-year flood."

100-year floodplain means the area of land susceptible to being inundated as a result of the occurrence of a 100-year flood.

500-year flood means a flood having a recurrence interval that has a 0.2 percent chance of being equaled or exceeded during any given year (0.2-percent-chance annual flood).

Area of shallow flooding means a designated Zone AO or AH on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable. Such flooding is characterized by ponding or sheet flow.

Base flood elevation (BFE) means the elevation shown on a FEMA flood insurance rate map that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

Channelization means the artificial creation, enlargement or realignment of a stream channel.

Community means any political subdivision in the state that has authority to adopt and enforce floodplain management regulations through zoning, including, but not limited to, cities, towns, unincorporated areas in the counties, Indian tribes and drainage and flood control districts.

Conditional letter of map revision (CLOMR) means FEMA's comment on a proposed project which does not revise an effective floodplain map, which would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

Critical facility means a structure or related infrastructure, but not the land on which it is situated, as specified in section 24-1001.k that, if flooded, may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DFIRM database means a database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA Mapping Specifications and Guidelines outline requirements for the development and maintenance of DFIRM databases.

Digital flood insurance rate map (DFIRM) means a FEMA digital floodplain map. These digital maps serve as regulatory floodplain maps for insurance and floodplain management purposes.

Elevated building means a nonbasement building built to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers) or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. The term "elevated building" also includes a building elevated by means of fill or solid-foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.

Federal Register means the official daily publication for rules, proposed rules and notices of federal agencies and organizations, as well as executive orders and other presidential documents.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation or runoff of surface waters from any source.

Flood boundary and floodway map (FBFM) means an official map, as amended from time to time, issued by the Federal Emergency Management Agency, where the boundaries of the base flood, floodway and 500-year flood have been delineated.

Flood control structure means a physical structure designed and built expressly or partially for the purpose of reducing, redirecting or guiding flood flows along a particular waterway. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Flood insurance rate map (FIRM) means an official map issued by the Federal Emergency Management Agency, as amended from time to time, where the boundaries of the base flood, 500-year flood, water surface elevations of the base flood and special flood hazard areas and the risk premium zones have been delineated.

Flood insurance study (FIS) means an official study by the Federal Emergency Management Agency, as amended from time to time, examining, evaluating and determining flood hazards, corresponding water surface elevations and flood profiles of the base flood.

Floodplain means an area which is adjacent to a stream or watercourse and which is subject to flooding as a result of the occurrence of an intermediate regional flood and which is so adverse to past, current or foreseeable construction or land use as to constitute a significant hazard to public health and safety or to property. This term includes, but is not limited to, mainstream floodplains, debris fan floodplains and dry wash channels and floodplains.

Floodplain administrator means the community official designated by title to administer and enforce the floodplain management regulations.

Floodplain development permit means a permit required before construction or development begins within any special flood hazard area (SFHA). Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this chapter.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such federal, state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and/or nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (regulatory floodway) means the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

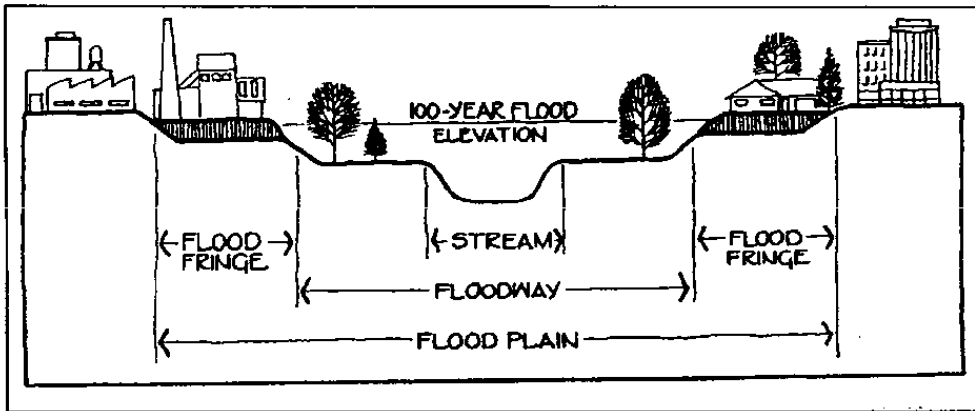


Figure 24-10-1: Illustration of floodway, floodplain and flood fringe.

Freeboard means the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood, such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (a) By an approved state program as determined by the Secretary of the Interior; or

- (b) Directly by the Secretary of the Interior in states without approved programs.

Letter of map revision (LOMR) means FEMA's official revision of an effective flood insurance rate map (FIRM), flood boundary and floodway map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations (BFEs), or the special flood hazard area (SFHA).

Letter of map revision based on fill (LOMR-F) means FEMA's modification of the special flood hazard area (SFHA) shown on the flood insurance rate map (FIRM) based on the placement of fill outside the existing regulatory floodway.

Levee means a manufactured structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee or levees and associated structures such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, shall not be considered a building's lowest floor; provided that such enclosure shall not be built so as to render the structure in violation of the applicable design requirements of this section.

Material safety data sheet (MSDS) means a form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner and includes information such as physical data (melting point, boiling

point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment and spill-handling procedures.

Mean sea level means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

Mobile home means a detached, single-family housing unit that does not meet the definition of single-family dwelling or residence set forth in chapter 13 of this title and which has all of the following characteristics:

1. Designed for a long-term occupancy and containing sleeping accommodations, a flush toilet, a tub or shower bath and kitchen facilities and which has plumbing and electrical connections provided for attachment to outside systems;
2. Designed to be transported after fabrication, on its own wheels, or on a flatbed or other trailer or on detachable wheels;
3. Arrives at the site where it is to be occupied as a complete unit and is ready for occupancy except for minor and incidental unpacking and assembly operations, location on foundation supports or jacks, underpinned, connections to utilities and the like;
4. Exceeding eight feet in width and 32 feet in length, excluding towing gear and bumpers; and
5. Is without motive power.

Mobile home park or community means a site or tract of land, at least eight acres in size, held under one ownership, which is suited for the placement of mobile homes.

Mobile home park or community, existing, means a mobile home park or community for which the construction of facilities for servicing the lots on which the mobile homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) are completed before the effective date of the ordinance codified in this code.

Mobile home park or community, expansion, means the preparation of additional sites by the construction of facilities for servicing the lots on which the mobile homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).

National Flood Insurance Program (NFIP) means FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable federal regulations promulgated in C.F.R. title 44. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

New construction means structures for which the start of construction commenced on or after the effective date of the ordinance codified in this section.

No-rise certification means a record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A no-rise certification must be supported by technical data and signed by a registered Colorado professional engineer.

Physical map revision (PMR) means FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations and/or planimetric features.

Special flood hazard area (SFHA) means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year (i.e., the 100-year floodplain).

Start of construction includes substantial improvement and shall mean the date the building permit was issued, provided that the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction

does not include land preparation such as clearing, grading and filling; the installation of streets and/or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms; or the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure just prior to when the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a historic structure, provided that the structure's designation as a historic structure remains.

Threshold planning quantity (TPQ) means a quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the state that such facilities are subject to emergency planning requirements.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations, or structure or other development without the elevation certificate, other certifications or other evidence of compliance required in this section.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.



Council Agenda Summary

January 6, 2026

Key Staff Contact: Nathan Mosley, Budget and Policy Director

Title:

Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2026

Summary:

This is the first supplemental appropriation ordinance modifying the 2026 budget and is needed to cover costs related to the February 24, 2026 Special Mail Ballot Election.

\$350,000 – Special Election Expenses The attached ordinance includes the proposed budget increases to ensure the City meets the requirements of the charter that expenditures do not exceed what has been appropriated by Council. The appropriation will come before Council for second reading and adoption on January 20, 2026.

Fiscal Impact:

Yes, this request creates a fiscal impact to the organization.

Is it budgeted? No, not currently.

If not, will it require a new appropriation?

Yes, that is the intent of this item.

If yes, what source and fund will be used?

General Fund reserves

Are there any long-term financial impacts?

No

Is there grant funding for this item?

No

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for January 20, 2026.

Attachments:

1. Ordinance No. 2, 2026

CITY OF GREELEY, COLORADO
ORDINANCE NO. 2, 2026

**AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES
AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL
YEAR OF 2026**

WHEREAS, the City of Greeley has or will incur expenses for a Special Election during the 2026 fiscal year; and

WHEREAS, the revenues received in the City of Greeley in 2025, exceeded the amount of revenues estimated in the 2025 Budget by more than the total amount of the expenditures in the same year.

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

Section 1. In accordance with section 5-17 of the Greeley Charter, from actual and anticipated revenues which exceed the revenue estimates in the 2026 budget and amounts held in fund balance reserves from 2025, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2026:

Fund	Amount	Transfers	Total
100 GENERAL FUND	\$ 350,000	-	\$ 350,000
Grand Total	\$ 350,000	-	\$ 350,000

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF JANUARY, 2026.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



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

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

January 4, 2026 – January 31, 2026

Tuesday, January 6, 2026

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

Thursday, January 8, 2026

- “Operation College Town” with UNC Basketball 6 p.m. Bank of Colorado Arena Men's Basketball (1600 23rd St, Greeley, CO 80639)

Monday, January 12, 2026

- 2026 Colorado Legislative Preview 10:30 a.m. UNC Campus Commons Multipurpose Room (1051 22nd Street, Greeley CO 80631)

Tuesday, January 13, 2026

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

Thursday, January 15, 2026

- Downtown Development Authority 7:30 a.m. (802 9th Street, Greeley CO 80631)
- Airport Authority 3:00 p.m. Greeley-Weld Airport (600 Airport Road, Greeley CO 80631)
- 2026 Economic Forecast presented by BizWest Event 11:30 a.m. UNC Ballroom (2101 10th Ave Greeley CO, 80631)

Tuesday, January 20, 2026

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

Wednesday, January 21, 2026

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

Friday, January 23, 2026

- Aims Community College Day 11 a.m. Aims Community College Welcome Center (4901 W 20th St, Greeley, CO)

Monday, January 26, 2026

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

Tuesday, January 27, 2026

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

Wednesday, January 28, 2026

- Upstate Colorado Economic Development 7 a.m. Upstate Colorado Conference Room (822 7th Street Greeley CO 80631)
-

2025 Council Meeting/Work Session Agenda Items Schedule			
	12/29/2025		
	This schedule is subject to change		
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
January 13, 2026 City Council Work Session Meeting	West Greeley Project Update	John Herge/Bret Naber	WS
January 20, 2026 City Council Meeting	Minutes: Jan. 6 Regular Meeting; Jan. 13 WS Resolution - Approving Venue Use Agreement with the Colorado Eagles Resolution - W&S Contract Hold Intro & 1st Rdg Ord - Setting forth procedure for City Appointments to 501 (c)(3) Board (Hold) PH & 2nd Rdg Ord - Amending Greeley Municipal Code for the Floodplain Overlay District PH & 2nd Rdg Ord - Appropriation Informational - Housing Affordability Financing and Incentives Informational - Weld County Hazard Mitigation Plan	Heidi Leatherwood John Herge/Bret Naber Adam Prior/Sean Chambers John Herge/Bret Naber Brian Hathaway Nathan Mosley Deb Callies Dom Tatti/Peter Perez	Consent Consent Consent Consent Regular Regular Regular Regular
January 27, 2026 City Council Work Session Meeting	West Subarea Plan Update East Subarea Plan Update	Don Threewitt Don Threewitt	WS WS
	Wildfire Resiliency Adoption Combining Boards for the Culture Division under CPRD	Brian Kuznik Diana Frick	WS WS
February 3, 2026 City Council Meeting	Minutes - Jan. 20 Regular Meeting; Jan. 27 WS Council Appointments to 501 (c)(3) board (tentative) Resolution - Weld County Hazard Mitigation Plan PH & 2nd Rdg Ord - Setting forth procedure for City Appointments to 501 (c)(3) Board (Hold) Informational - Homeless Solutions Department Update Informational - Public Art/Performing Artist Follow up Executive Session - Municipal Judge (Hold) Executive Session - City Attorney (Hold)	Heidi Leatherwood John Herge/Bret Naber Dom Tatti/Peter Perez John Herge/Bret Naber Mandy Shreve Diana Frick Martha Lanaghen Martha Lanaghen	WS Consent Consent Regular Regular Regular ES ES
February 10, 2026 City Council Work Session Meeting	Contractor Licensing Comprehensive Financial Policies Safe Streets for All Planning and Demonstration Grant Project Finance/Budget Update	Matt Wagdy/Don Threewitt Allena Portis Steve Younkin/Bhooshan Kamik Robert Miller/Nathan Mosley	WS WS WS WS
February 12, 2025 Council Retreat			
February 13, 2025 Council Retreat			
February 17, 2026 City Council Meeting	Minutes - Feb. 3 Council Meeting; Feb. 10 WS Resolution - Lessening Burdens on Government Resolution - Habitat Fee Waivers - Hope Springs Resolution - West Lowell Annexation/Establishment of Zoning (Tentative) Intro & 1st Rdg Ord - setting compensation for City Attorney (Hold) Intro & 1st Rdg Ord - setting compensation for Municipal Judge (Hold) TEFRA Hearing Informational - Spin Pilot & Micromobility Update	Heidi Leatherwood John Herge/Bret Naber Deb Callies Michael Franke/Don Threewitt Martha Lanaghen Martha Lanaghen John Herge/Bret Naber Hanna Feldmann/Will Jones	Consent Consent Consent Consent Consent Consent Consent Regular
February 24, 2026 City Council Work Session Meeting			
March 3, 2026 City Council Regular Meeting	Minutes - Feb. 17 Regular Meeting Resolution - Contract with Standard & Poor Global for Credit Rating Services Intro & 1st Rdg Ord adopting Wildfire Resiliency Code PH & 2nd Rdg Ord - setting compensation for Municipal Judge (Hold) PH & 2nd Rdg Ord - setting compensation for City Attorney (Hold)	Heidi Leatherwood Allena Portis/Bret Naber Brian Kuznik Martha Lanaghen Martha Lanaghen	Consent Consent Consent Regular Regular
March 10, 2026 City Council Work Session	Moral Obligation and Appropriation Pledge Code Compliance Process Improvement Update City Image and Branding Update	John Herge/Bret Naber Buxton Demers Winna Ironkwe	WS WS WS
March 17, 2026 City Council Regular Meeting	Minutes - March 3 Regular Meeting; March 10 WS Resolution - Approving Moral Obligation and Appropriation Pledge PH & 2nd Rdg Ord adopting Wildfire Resiliency Code	Heidi Leatherwood John Herge/Bret Naber Brian Kuznik	Consent Consent Regular



Council Agenda Summary

Title

Adjournment