Greeley City Council Agenda

Regular Meeting

Tuesday, February 17, 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/85879569577

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/

Participation:

Citizen Input

Residents are welcome to share comments or speak on agenda items that are not part of a public hearing. Each speaker will have up to 3 minutes. Comments are most effective when offered as statements. Council will listen attentively but may not respond to questions during this time. Staff will follow up with pertinent questions.

- **In Person:** Sign up in Council Chambers (1001 11th St.) with name and address.
- **Virtual via Zoom:** After in-person speakers have 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

Mayor Pro Tem
Melissa McDonald - At-Large

Councilmembers
Tommy Butler - Ward I
Deb DeBoutez - Ward II
Johnny Olson - Ward III
Brian Rudy - Ward IV
Ryan Roth - At-Large

City Council
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1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Recognitions and Proclamations
   a. Youth Arts Month Proclamation
   b. What's Great About Greeley Report?
6. Citizen Input
7. Reports from Mayor and Councilmembers
8. Initiatives from Mayor and Councilmembers

Consent Agenda

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

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

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9. Motion to approve the City Council Work Session Proceedings of January 27, 2026

10. Resolution authorizing the City to enter into a groundwater production lease agreement with the State Board of Land Commissioners

11. Introduction and first reading of an ordinance authorizing the acquisition of real property by purchase or the power of eminent domain for the relocation of a portion of the Boyd Lake water pipelines

12. Introduction and first reading of an ordinance amending Title 20, Chapter 3, Article III of the City of Greeley Municipal Code Concerning the Collection, Treatment, and Use of Graywater

13. Introduction and first reading of an ordinance authorizing a salary increase and certain benefits for the City Attorney

14. Introduction and first reading of an ordinance authorizing a salary increase and certain benefits for the Presiding Municipal Judge

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End of Consent Agenda

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15. Pulled Consent Agenda Items

16. Safe Streets and Roads for All (SS4A) Planning and Demonstration Project Informational Presentation

17. Appointments to Boards and Commissions - Citizen Transportation Advisory Board, Golf Course Advisory Board, Island Grove Advisory Board, Parks and Recreation Advisory Board

18. Consideration of a motion to go into Executive Session for the purpose of receiving legal advice, determining positions, developing strategy, and instructing negotiators all related to the 2026 Greeley Fire Fighters International Association of Fire Fighters Local 888 (L888) collective bargaining agreement negotiations

19. 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

20. Scheduling of Meetings, Other Events

21. Adjournment

Council Agenda Summary

Title:
Recognitions and Proclamations

Summary:
Mayor Hall will present a proclamation:

- Youth Arts Month

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

Attachments:
Youth Arts Month Proclamation
Item 5 – Presentation

YOUTH ARTS MONTH 2026

WHEREAS, art education gives powerful educational benefits to all students; and

WHEREAS, art education develops creative problem solving, critical thinking, and brings to life what students learn in other subjects; and

WHEREAS, art education teaches sensitivity to beauty, order, and an understanding of world cultures; and

WHEREAS, in recognition of Youth Art Month, Greeley/Evans Art Educators from Kindergarten to College have partnered with the Greeley Creative District, the City of Greeley, the Downtown Development Authority, and area businesses to display student artwork at various businesses located from the UNC campus to Downtown during the month of March; and

WHEREAS, parents, family, community members and other artists are encouraged to participate in First Friday receptions on March 6th throughout this art corridor to view this impressive body of artwork and performances to support these young artists as guided by their art educators; and

WHEREAS, the Greeley Art Commission also commemorates this month by distributing a custom coloring book with illustrations representing the City's Public Art Collection, and

WHEREAS, March is observed throughout the nation as Youth Art Month.

NOW, THEREFORE, I, Dale Hall, by virtue of the authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim March as Youth Arts Month in the city of Greeley and urge all citizens to support quality school art programs for our children and our youth.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, this 17th day of February 2026.

_____

Dale Hall, Mayor

City of Greeley Colorado

GreeleyCo.gov

City Council Meeting

February 17, 2026

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

D6 Students Selected for Colorado High School All-State Choir

- Greeley West: Sam Patrick, Daniel Carmona, Malia Bierdeman, Jane Swisher, Fatima Lone, Antje Terpstra
- Greeley Central: Luca Wakefield, Alexandre Larson-Reyes, and Alastair Andrus
- Frontier Academy: Fiona Groom

UNC Student-Athletes Thriving in Greeley

- Men's Basketball: Big Sky Conference Player of the Week
- Softball: Four selections to Big Sky Conference Preseason All-Conference Team
- Swimming and Diving: Ten year 3-meter dive record broken

Aims Community College Supervisors Receive Employer Support of the Guard and Reserve Patriot Award

- John Fults, Campus Safety and Security Director
- Les Wiemers, Campus Safety and Security Assistant Director
- Erik Larson, Logistics & Safety Officer
- David Vogl, Campus Safety & Security Supervisor

City of Greeley Colorado

City of Greeley Colorado

GreeleyCo.gov

Council Agenda Summary

Title

Citizen Input

Summary

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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
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
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 presentation was given at the Feb. 3 Council Meeting.	Diana Frick
11-2025	McDonald	**Contractor Licensing**	Council Meeting	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
01-2026	Olson	**MERGE Project Update**	Council Meeting 1/6/2025	Monthly MERGE update with Mayor and Councilmember Olson. A quarterly meeting to done at a meeting.	Staff is working on scheduling a monthly meeting with Mayor Hall and Councilmember Olson.	Public Works
02-2026	Hall	**Economic Development Mayor Task Force**	Council Meeting 1/6/2026	Focus is on business retention, business attraction, workforce development, and housing. The task force would include business leaders, educators, developers, small businesses, and residents. The objective is to see why businesses are closing, what can be done to improve, and look into whether it is the economy or the causes.	Staff met on 2/2 and will be reaching out to other municipalities for information. Next meeting is 3/2.	EDUR/CMO

03-2026	Butler	**Marijuana Feasibility Preliminary Information**	Council Meeting 1/20/2026	Preliminary information for a feasibility study for sale, enforcement and regulation of MJ to include potential revenue. Include best practices from other municipalities.	Staff met on 2/2 and will be reaching out to other municipalities for information. Next meeting is 3/2.	CD/CCO
05-2026	Rudy	**KFKA Radio Communication on Council Meeting Action**	Council Meeting 1/20/2026	Staff to connect with KFKA Radio for opportunities to alternate with commissioners to share information on council meetings	C&E provided information and CCO will follow up on next steps to provide that information to council.	C&E

Council Agenda Summary

February 17, 2026
Key Staff Contact: Heidi Leatherwood, City Clerk

Title:
Motion to approve the City Council Work Session Proceedings of January 27, 2026

Summary:
The work session meeting of the City Council was held in City Council Chambers on January 27, 2026.

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

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. 01.27.2026 Work Session Draft Minutes

City of Greeley, Colorado

City Council Work Session Proceedings

Tuesday, January 27, 2026

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 Johnny Olson
   Councilmember Brian Rudy
   Councilmember Ryan Roth
   Mayor Dale Hall

4. **Reports from Mayor and Councilmembers**
   Councilmember Olson reported meeting with the Federal Highway Administration, CDOT, city staff, and consultants regarding the MERGE project. He shared that the city would be direct recipients of funding but would work through an intergovernmental agreement (IGA) to pass the money to CDOT for construction and owner's representation. Councilmember Olson highlighted that CDOT would be providing management of the project, and an executive oversight committee would be established to control budget and scope.

   Councilmember Butler inquired about the timeline for the TIFIA loan finalization. Acting City Manager Brian McBroom indicated he would get that information to the Council.

   Councilmember Olson shared his priorities for the upcoming Council retreat, which he would be unable to attend. These included budget foundations, safety and security, deferred maintenance, the US 34 MERGE project, downtown stormwater project, catalyst project, and downtown civic center.

   Mayor Pro Tem McDonald attended a meeting with Pam Erbacher from “Wreaths Across America”, who successfully raised enough money to place wreaths on every veteran's grave in December. Mayor Pro Tem met with Director of Water and Sewer, Sean Chambers and Deputy Director of Water Resource Treatment and Supply, Leah Hubbard on upcoming plans for Poudre River restoration.

   Councilmember Roth presented at the District 6 Success Foundation Awards event, showcasing 154 nominees; all staff members, teachers, or administrators.

5. **Culture Parks & Recreation Department (CPRD) Culture Board Consolidation**
Diana Frick and Megan Weiler introduced the item at 6:11 p.m.

Ms. Frick presented a proposal to consolidate three existing culture boards (Museum Board, Union Colony Civic Center Board, and Art Commission) into a single Arts and Culture Commission.

Ms. Frick explained that the purpose was to ensure boards meet consistently, provide meaningful advice, and advance council-adopted plans. She emphasized that this was not about reducing arts and cultural voices but strengthening them through a better-functioning structure. The current boards have experienced repeated quorum failures and canceled meetings.

Ms. Weiler noted that both the CPRD comprehensive plan and the Arts and Culture Strategic Master Plan and a single commission would align advisory work directly with Council-approved plans in a more streamlined manner.

The presenters shared that they had met with each board twice to discuss the proposal and solicit input. Some board members were concerned about decreased focus on specific programs and facilities, while others recognized the potential to elevate cultural advocacy.

Councilmember DeBoutez asked how board members would be selected for the new Arts and Culture Commission. Staff explained that those interested in remaining active could transition to the new board, suggesting working initially with the most engaged current members to create a realistic transition plan.

Councilmember Butler requested a survey of current members to gauge their support for the consolidation. Ms. Frick noted they had already held two discussions with boards and promised to provide further feedback, mentioning that operational changes would be refined and shared in subsequent communications with Council.

There was consensus from Council to move forward with Option 3 (consolidation of the three boards). Staff will develop and return with a plan for the consolidation, new membership process and proposed code changes for Council approval.

6. **Westside Area Plan & Form-Based Code**
Interim Planning Manager Caleb Jackson introduced the item at 6:41 p.m.

Consultants Speck Dempsey Partner, Jeff Speck and Able City Partner, Jason King presented the West Side Area Plan and Form Based Code.

Mr. Speck outlined three main components of a proper regional plan:

- preserving land that needs preservation,
- identifying and enhancing corridors, and
- establishing a neighborhood structure to build complete walkable communities.

The plan incorporated the existing "green print" for preservation areas and identified both existing and potential future transportation corridors to create a more robust

network rather than concentrating traffic on a few major routes. Mr. Speck emphasized the importance of building complete neighborhoods with mixed uses rather than single-use pods.

Mr. Speck presented examples of the difference between suburban sprawl development (large areas of single use) and traditional neighborhood development (mixed use, small blocks). He highlighted Bradburn Village in Westminster as a successful local example of a mixed-use neighborhood where all elements (retail, housing, schools, community facilities) exist in one walkable area.

Jason King explained that the plan area covered 22 square miles, most of which is agricultural but becoming more suburban. He noted high public interest in the project, with 200 attendees at the kickoff meeting and over 120 people at the plan unveiling. The plan considers both current conditions and projections to 2055, when Greeley's population is expected to reach 200,000.

Mr. King included illustrative master plans showing lot and block layouts for walkable mixed-use neighborhoods with local main streets, plazas, and public spaces.

Mayor Hall noted that feedback was positive with many residents eager to implement the plan but wondered if developers were on board. Mr. Speck responded that walkable communities are more profitable for developers, but it required shifting away from their current practices.

Councilmember Olson asked about overly emphasizing density, noting that not everyone wants to live in higher-density area. He also questioned the viability of transit elements in the plan, citing low ridership statistics from other Front Range transit systems. Mr. Speck acknowledged that walkable urbanism isn't for everyone but explained that polls show 50% of Americans would prefer it, and it is not readily available in many areas.

Councilmember Butler supported the form-based code approach, particularly allowing more uses by right without requiring PUD processes.

Councilmember DeBoutez encouraged council members to visit Bradburn, describing it as a cohesive neighborhood with impressive pedestrian activity.

Councilmember Rudy asked about the viability of restaurants in these neighborhood centers, wondering if they would only attract residents or draw customers from other areas. Speck explained that successful neighborhoods place retail along visible corridors to attract both residents and visitors.

Acting City Manager McBroom thanked staff and consultants for their work and acknowledged former Deputy City Manager Rachel Flynn's role in bringing the consultants to Greeley.

7. **2025 Grant Update, 2025 Financial Review, and 2027 Budget Update**
Division Treasurer Robert Miller introduced the item at 7:10 p.m.

Mr. Miller presented financial updates, reporting that the 2024 Schedule of Expenditures of Federal Awards was completed on December 31, 2025. The City

spent approximately $9.5 million in federal grant funds in 2025 and has 81 open grants.

Mr. Miller reported that sales tax growth was slower than anticipated, growing at only 1.8% compared to the budgeted 5% growth. New construction revenues were $5.9 million below the 2025 budget. While severance tax revenues were down $2 million from the budget, the city realized some operational savings, additional oil and gas revenues, and interest earnings to offset declines in other areas.

Cash and investments totaled $394 million at the end of 2025, exceeding the adopted budget of $300 million. This was largely due to the issuance of 2025 Certificates of Participation and interest earnings of $14.3 million exceeding the budget by $6 million.

Mr. Miller outlined key variances in the general fund, noting that while sales and use taxes were $2 million lower than projected, the City expects to realize $4.8 million in expenditure savings. Projections anticipate a $2.8 million surplus at the end of 2025, which can be used for the 2026 or 2027 budgets.

Director of Budget and Policy Nathan Mosley continued the presentation by discussing the 2027 budget process, highlighting the structural deficit. He explained that the 2026 budget had a $21 million gap that was closed using 2024 carryover funds, departmental realignments, and transfers from the public improvement fund. However, these stopgap measures would not be available for 2027, with only about $3 million in carryover funds expected from 2025.

To address these challenges, Mr. Mosley announced a target-based budgeting approach for 2027 rather than the traditional incremental approach. This method starts with realistic revenue projections and requires departments to make trade-offs within fixed targets.

Mr. Mosley outlined the timeline for the 2027 budget development process, with Councilmembers to receive preparatory materials for the upcoming strategic planning retreat. The retreat on February 12-13 would focus on establishing priorities that will guide the budget development process.

Councilmember discussion included revenue limitations, spending priorities, identifying one-time programs that became permanent, focusing on core functions, and beginning the ballot initiative process early if that route is chosen.

8. Wildfire Resiliency Adoption

Fire Chief Brian Kuznik introduced the item at 7:45 p.m.

He presented the Colorado Wildfire Resiliency Code, which was created as a result of Senate Bill 23-166. The state law requires each local jurisdiction to adopt the new code by April 1, 2026.

Chief Kuznik explained that the code applies to new construction and significant exterior alterations of existing structures within designated Wildland Urban Interface (WUI) areas. He noted that wildfires have become increasingly destructive, with more than 4,000 homes and structures destroyed by wildfires in Colorado since 2010.

The code had three key elements:

- identification and designation of WUI areas classified into low, moderate, or high fire intensity categories;
- structure hardening requirements using fire-resistant materials; and
- defensible space requirements around structures.

Chief Kuznik clarified that the code would apply to new construction within WUI areas and to existing structures with significant alterations (those that increase the footprint by more than 500 square feet or repairs affecting 25% or more of the structure). He emphasized that it is not a retrofit code, so existing structures don't need to be brought into compliance unless they undergo major alterations.

Using maps, Chief Kuznik showed areas of Greeley affected by the code, including parts of West Greeley, Promontory, Poudre River Ranch, and portions of the airport property.

Chief Building Official Matthew Wagy provided cost estimates for materials required by the code, noting that cement-based siding would cost about 16% more than standard OSB lap siding, while metal soffits would cost about 32% more than standard materials.

Councilmember McDonald questioned the criteria used to designate areas as WUI zones and wondered about the impact on insurance costs. Interim Deputy Director of Community Development Brittany Hathaway explained a "ground truthing" process to potentially exempt new developments once they are graded and built, though the state has not yet established a clear process for amending the maps.

Councilmember Olson asked about unfunded state mandates to increase housing costs and the impact on Greeley's status as a "tree city."

Several councilmembers questioned the mapping criteria, noting that areas marked for development were included based solely on current vegetation without considering future development plans.

City Attorney Bobbier Cranston explained that if the City does not adopt the code, the state would still enforce it, but the City would lose the ability to modify the code or implement local mapping and ground truthing processes.

9. Scheduling Meetings, Other Events

None.

10. Adjournment

With no further business to come before the Council, Mayor Hall adjourned the meeting at 7:46 p.m.

Approved:

X

_____

Dale Hall
Mayor

Attested:

X

_____

Heidi Leatherwood
City Clerk

Council Agenda Summary

February 17, 2026
Key Staff Contact: Leah Hubbard, Deputy Director Water Resources

Title:

Resolution authorizing the City to enter into a groundwater production lease agreement with the State Board of Land Commissioners

Summary:

Through the Terry Ranch acquisition, the City of Greeley inherited a groundwater production lease agreement with the State Land Board (SLB). This lease was originally executed between the State Land Board and Wingfoot Water Resources, LLC.

Greeley has drilled 16 wells on the SLB parcels through 2025 to meet the terms of the lease. It was determined alongside SLB that the lease should be amended to better represent a municipal government need. Additional parcels were added to the least under new contract terms, and to perpetually cement that the well drilling obligation has been completed by Greeley.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
Negative Impact: What is the onetime and/or ongoing amount?
Is it budgeted? Yes
If not, will it require a new appropriation? No
If yes, what source and fund will be used? Water Resource Assesments
(If yes, please notify the budget of the process.)
Are there any long-term financial impacts? Yes
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
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. 19, 2026 with Exhibit A

THE CITY OF GREELEY, COLORADO

RESOLUTION NO. 19, 2026

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A GROUNDWATER PRODUCTION LEASE AGREEMENT WITH THE STATE BOARD OF LAND COMMISSIONERS

WHEREAS, the City of Greeley ("City") is a home rule municipality empowered pursuant to Sections 1 and 6 of Article XX of the Colorado Constitution to, inter alia, construct, purchase, acquire, lease, add to, maintain, conduct, and operate water works and everything required therefor, within or without its territorial limits; and

WHEREAS, the City is authorized by Section 3-5 of the Greeley City Charter and Section 2-186 of the Greeley Municipal Code to enter into contracts with other governmental entities for the performance of cooperative or joint activities; and

WHEREAS, the City has reached an agreement with the State Board of Land Commissioners ("SLB") concerning the City's development and and use of nontributary groundwater underlying SLB land in Weld County, Colorado, in the form of the Groundwater Production Lease Agreement (OT-111631) between the SLB and the City, attached hereto as Exhibit A ("Lease Agreement"); and

WHEREAS, the City Water and Sewer Board approved the proposed Lease Agreement at its January 21, 2026 meeting, and recommended that the City Council approve the same; and

WHEREAS, it is in the best interests of the citizens of the City of Greeley for the City to enter into the Lease Agreement.

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

Section 1. The City of Greeley, Colorado is hereby authorized to enter into the Lease Agreement with the State Board of Land Commissioners, in the form attached hereto and incorporated herein as Exhibit A.

Section 2. City staff and legal counsel are hereby authorized (1) make minor revisions to the Lease Agreement before execution, provided the material substance remains unchanged and (2) enter into subsequent amendments, including but not limited to amendments that relate to the financial assurances or the development, production, operation, and maintenance of the leased water and related infrastructure determined to be necessary to administer the Lease Amendment over time.

Section 3. This resolution shall take effect 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

STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS

Groundwater Production Lease No. OT-111631

1. **PARTIES** - THIS LEASE (the "Lease") is entered into on _____, 2026, (the "Effective Date") by and between the State of Colorado, acting through its State Board of Land Commissioners ("the Board" or the "Lessor"), whose address is 1127 Sherman Street, Room 300, Denver, CO 80203, and the City of Greeley, acting by and through its Water and Sewer Board, whose address is 1001 11th Ave., Suite 200, Greeley CO 80631 ("Greeley" or "Lessee") (each separately, a "Party" and, collectively, the "Parties"). This Lease supersedes the original lease dated January 18, 2018, between the Board and Wingfoot Water Resources, LLC, which was assigned to Greeley on January 28, 2021, and which assignment was approved by the Board on March 23, 2021.

2. **CONSIDERATION** - The Parties acknowledge that the mutual promises and covenants contained in this Lease and other good and valuable consideration are sufficient and adequate to support this Lease.

3. **DESCRIPTION OF THE LEASED WATER** - Lessor, in consideration of the term, conditions and agreements herein and of the payments and royalties reserved herein, to be kept and performed by Lessee, its successors and assigns, does hereby lease to Lessee the exclusive right and privilege of developing and using nontributary ("NT") groundwater from the Upper Laramie aquifer ("Leased Water"), underlying the lands herein described below, situated in the County of Weld, State of Colorado, to-wit:

ACRES	SUBDIVISION	SEC-TWP-RGE
498.36	Lots 1-4, S2N2, N2S2, SWSW, S2SE	**22-T12N-R67W, 6th P.M.**
533.07	Lots 1-4, S2N2, S2	**24·T12N-R67W**
640.00	ALL	**26-T12N-R67W**
640.00	ALL	**28-T12N-R67W**
480.00	N2, SW	**34-T12N-R67W**
640.00	ALL	**36-T12N-R67W**
559.76	Lots 1-2, S2N2, N2S2, S2SW	**2-T11N-R67W**
322.93	Lot 2, S2NW, SW	**4-T11N-R67W**
320.00	E2	**8-T11N-R67W**
640.00	ALL	**10-T11N-R67W**
640.00	ALL	**12-T11N-R67W**
640.00	ALL	**14-T11N-R67W**
640.00	ALL	**16-T11N-R67W**
210.00	THAT PORTION E OF W BDY OF 1-25	**18-T11N-R67W**
320.00	N2NE, SENE, NW, NESE	**22-T11N-R67W**
640.00	ALL	**24-T11N-R67W**

The 16 parcels listed above are hereinafter referred to as the "Original Leased Land."

584.99	LOTS 1-4, S2N2, S2	**20-T12N-R66W**
160.00	SE	**19-T12N-R66W**
651.24	E2, E2W2, LOTS 1-2	**30-T12N-R66W**
640.00	ALL	**36-T11N-R67W**

The four (4) parcels listed above are hereinafter referred to as the "Additional Leased Land." Where this Lease refers to "Leased Land," the reference shall be considered to include both the Original Leased Land and the Additional Leased Land.

Lessee contemplates developing an aquifer storage and recovery ("ASR") project on the Leased Land which would inject water supplies into the Upper Laramie Aquifer using injection wells on the Leased Land for later withdrawal and use by Lessee. The Parties agree that an ASR project on the Leased Land is not expressly permitted by this Lease. The Parties agree in good faith to negotiate terms for potentially authorizing an ASR project at a later date and that this Lease may be amended to include an ASR project in the future.

4. **USE OF THE LEASED WATER** –The use of the Leased Water shall be limited to and controlled by the terms of all well permits and water court decrees to be obtained by the Lessee at the Lessee's sole expense. Lessee shall be responsible for developing and implementing any augmentation plans or substitute water supply plans required by any well permits or water court decrees at Lessee's sole expense. Lessee shall submit all proposed plans for development of the Leased Water, including augmentation plans or substitute water supply plans, to Lessor for Lessor's approval prior to submitting to other government agencies, which approval shall not be unreasonably withheld. Lessor shall be listed as a Co- Applicant on any water court or well permit application and shall be provided with copies of all proposed court filings, with an opportunity to review and comment on all such filings before they are filed with the water court. Lessee shall have the exclusive right to use, successively use, recapture, and reuse all Leased Water produced and to take credit for any and all return flows generated by the use of produced groundwater during the Term (defined below) of this Lease pursuant to the water court decree to be obtained for the Leased Water as provided in this Paragraph (the "Decree"). Lessee may not take any actions or fail to act in a manner which could violate the terms of any well permits, water court decrees, augmentation plans, or substitute water supply plans applicable to the Leased Water.

5. **LEASE TERM -** This Lease shall have a "Term" beginning with the effective date first written above and ending on January 18, 2038 (unless extended pursuant to Paragraphs 8 or 9 below), subject to the payment of compensation and compliance with covenants and agreements contained herein.

6. **COMPENSATION**

A. Lessee will pay a minimum annual payment of $125,000, payable regardless of annual water production volumes ("Water Opportunity Charge"). The Water Opportunity Charge allows Lessee to produce the first 250 acre feet ("Base Amount") per year of Leased Water without additional charge. If less than 250 acre feet of water is produced during the lease year, the Lessor will retain the full amount of the Water Opportunity Charge, and the payment shall not carry over into the next lease year. The Parties agree the lease year shall begin on January 1 of each year and end on December 31 of each year.

B. If Lessee produces more than the Base Amount in any lease year, Lessee will pay the following:

i. If the water is sold to customers as "raw water" (as opposed to treated water customers), Lessee will pay the greater of $200.00 per acre foot or 12.5% of the gross sales price, for each acre foot of Leased Water produced above the Base Amount, as measured at the wellheads ("Raw Volumetric Charge").

ii. If the water is sold to customers as "treated water" from Lessee's municipal system, Lessee will pay $200.00 per acre foot for each acre foot of Leased Water produced above the Base Amount, as measured at a location mutually agreed by the Parties ("Treated Volumetric Charge").

C. Lessee will pay $500 per acre per year, rounded up to the nearest acre, for those portions of the Leased Land occupied by surface facilities on Leased Lands.

D. Temporary Above Ground Piping - Lessee will pay $1,000 per mile per month for temporary above ground piping located on Leased Lands. Lessee will pay for temporary above ground piping located on land owned by Lessor other than the Leased Lands in accordance with the appropriate then-current Board policy and pricing.

E. Underground Piping - Lessee will pay for each right-of-way for underground piping prior to installing piping in each right-of-way, at the then-current right-of-way ("ROW") pricing per the schedule published on the Board website for any piping located on any land owned by Lessor, including the Leased Lands. The term of such ROWs shall also be based on the Board's current policy.

F. The Water Opportunity Charge payment is due annually on the last day of January. The Volumetric Charge shall be due and payable on or before the last day of January for Leased Water produced during the previous July through December, and the last day of July for Leased Water produced during the previous January through June during the term of this Lease.

G. On each anniversary of the Effective Date, the flat portion of the Volumetric Charge (i.e. $200/ acre foot) and the Water Opportunity Charge shall be increased by two percent (2%).

7. **SURFACE ACCESS** - Lessee has the right to use as much of the Leased Land as may be reasonably required in the exercise of the right to develop and produce the Leased Water, including the right to enter upon the surface to construct wells, install water storage tanks, install and maintain pumps, conduct environmental monitoring, surveying, and assessments and the right to reasonable ingress and egress; the right to construct buildings, pipelines, and other improvements as may be reasonably necessary in producing the Leased Water, to the extent Lessor has the authority to grant such rights subject to Paragraph 9 of this Lease. However, this grant is subject to all existing easements and rights-of-way of third parties, the rights of surface lessees and surface patentees, the rights of existing mineral lessees, and the terms, conditions and agreements set out in this Lease. Lessee shall utilize existing roads where possible and minimize surface disturbance. Lessee shall submit plans for use of the surface to Lessor for Lessor's approval prior to any disturbance or construction, the approval of which shall not be unreasonably withheld. No later than ninety (90) days following completion of any disturbance or construction, Lessee shall submit to Lessor final as built drawings showing all completed construction, including but not limited to buildings, pipelines, wells, and other improvements. Lessee also has the right to reasonable ingress and egress in, on, through, over, and across the Leased Lands as may be reasonably required in the exercise of Lessee's right to develop, produce and maintain water originating from wells on adjacent property or elsewhere in Lessee's system. Notwithstanding the foregoing, if Lessee desires to use the Leased Land to transport water originating from wells on adjacent property or elsewhere in Lessee's system, Lessee must obtain from Lessor a separate right-of-way agreement, approval of which shall not be unreasonably withheld. The right of way application process shall be in compliance with Lessor's Right-of-Way Policy No. 300-002 (Rev. June 2024), as revised, and the then-current right-of-way pricing per the schedule published on the Board's website.

A. Lessee contemplates that it may need to construct and operate a water treatment plant on the Leased Land for treatment of Leased Water and Lessee's other water supplies in the future. This Lease does not specifically authorize such future facility. The Parties agree to negotiate in good faith for this facility in the future as a separate surface lease or an amendment to this Lease.

B. Lessor authorizes Lessee to locate a maximum of two trailers, for the purpose of temporary occupancy for Lessee's staff or consultants, on the Leased Land in connection with activities under the Lease, under the conditions stated herein. Such authorization is only permitted during phases of construction of infrastructure projects related to the Lease being placed on, under, or through the Leased Land.

i. Lessor authorizes Lessee to stage one vehicle within 100 yards of the trailer(s) during periods when the Lessee is not present on the Leased Land performing activities under or in connection with the Lease.

ii. Lessee agrees to maintain a portable toilet, in sanitary condition, within 100 yards of the trailers(s) at all times while the trailer(s) is/are occupied.

iii. Lessee agrees to maintain any generator in connection with the trailer(s) in a safe and workmanlike condition.

iv. Lessee acknowledges and agrees that any third-party personnel servicing the portable toilet, generator, or any item associated with the trailer(s) shall first obtain a Temporary Access Permit from the Board's District Manager before entering the Leased Lands.

v. No later than 30 days after completion of the construction infrastructure project on the Leased Lands, Lessee shall promptly remove the trailer(s), portable toilet, generators, and any other associated personal property. Lessee shall proceed with due diligence to repair, restore, replace, or rebuild so as to make the Leased Land previously burdened by the trailers(s) and any associated property at least equal or substantially similar in quality to the original condition. These obligations shall not terminate upon the assignment, termination, surrender or expiration of the Lease, but shall continue until any affected land is returned to at least the same or substantially similar quality as its original condition prior to any activity under this Lease.

C. Nothing in this Lease authorizes third party surface access to the Leased Lands without prior authorization by Lessor. Lessor authorizes Lessee to create a pullout from a county road or public highway on Leased Land where Lessor may construct a storage tank or other appropriate truck or tank filling station. Lessee agrees to design and build the filling station and pullout to minimize the impact on the Leased Land. Lessee must provide plans and specific location to Lessor and obtain Lessor's approval prior to constructing the filling station in

accordance with this Lease. Upon approval and construction, Lessee's filling station customers may access the filling station pullout with Lessee's consent without obtaining separate consent from Lessor. Nothing in this Paragraph authorizes Lessee to establish a filling station anywhere in the Leased Land not bordered by or touching a county road or public highway.

8. **EXTENSION** - Lessor is not obligated to issue a new lease or to renew this Lease upon the expiration of the Term. The Parties acknowledge that this Lease as it relates to the Original Leased Lands has been extended consistent with Paragraph 9 below. With respect to the Additional Leased Lands, this Lease shall be extended for a subsequent ten (10) year term, if the Lease has not already been extended pursuant to Paragraph 9 below, upon one (1) year's advance written notice from Lessee to Lessor that Lessee desires to extend the Lease. Lessee may have a preferential right to renew this Lease or to receive a new lease for the Additional Leased Lands, under the following conditions:

a) Lessee shall furnish to Lessor satisfactory evidence of plans for developing beneficial uses of Leased Water during the term of the renewed lease or during the term of a new lease.
b) A renewal of this Lease would, as determined by Lessor, be in the best interest of Lessor.
c) A water opportunity charge, the amount to be negotiated at the time of the renewal, will be due and payable annually commencing on the effective date of the renewal lease and shall continue until the expiration of the renewed term.

9. **EXTENSION BY CONSTRUCTION OF WELLS AND PRODUCTION** - This Lease shall not be held in perpetuity. The Parties recognize that under Colorado Law, the nontributary water rights that are the subject of this Lease may be decreed to be developed from one or more wells potentially located anywhere within the Leased Land. The Term of this Lease may be extended beyond the Term stated in Paragraphs 5 and 8 as follows:

A. Before the Division 1 Water Court issues the final, non-appealable Decree (the "Decree Date"):

i. Original Leased Land: The Parties acknowledge that the original lease provided that the Lease Term was perpetuated by installation of a well capable of producing Leased Water as to the Leased Water located within the Section where the well is located. The Parties acknowledge that Lessee has constructed a well capable of producing the Leased Water within each Section of the Original Leased Land. The Term of the Lease with respect to the Original Leased Land is hereby extended to the Decree Date, subject to further extension as provided in subparagraph 9.B below.

ii. Additional Leased Land: The Term with respect to the Additional Leased Land shall be as stated in paragraph 8 above unless Lessee constructs a producing well or well capable of producing Leased Water on the Section where the well is located or the requirements of Paragraph 9.B.i.a, below, are satisfied. If a water court decree has not been issued at the end of the Term, all Sections of Additional Leased Lands that do not contain a producing well or a well capable of producing will be eligible to be released from this Lease at the option of the Lessor to the extent of the Leased Water associated with the Section. The Term of the Lease with respect to the Additional Leased Land where a producing well or a well capable of producing is located shall be extended to the Decree Date subject to further extension as provided in subparagraph 9.B below.

B. After the Decree Date:

i. If the Decree allows the Leased Water to be developed from one or more wells within the Leased Land, the Parties will consider the Leased Water to be separated from the Leased Land.

a) Leased Water: As of the Decree Date, the Term of this Lease shall be automatically extended for ten (10) years from the Decree Date so long as Lessee maintains no less than one well capable of producing some or all of the Leased Water anywhere on the Leased Land as decreed. Thereafter, the Term of this Lease shall be extended as to the Leased Water for so long as Lessee produces some or all of the Leased Water as decreed in at least one (1) year out of any consecutive ten (10) year period from one or any combination of wells located on the Leased Land. If Lessee fails to produce some or all of the Leased Water from one or any combination of wells for any consecutive ten (10) year period beginning ten (10) years after the Decree Date, the entirety of the Leased Water shall automatically revert to Lessor and this Lease shall be considered expired.

b) Leased Land: The Term of this Lease as related to the Leased Land shall be automatically extended for ten (10) years from the Decree Date for any Section of the

Leased Land where a well capable of producing the Leased Water, a water pipeline, or other water infrastructure, is located. Thereafter, the Term of this Lease shall be extended as to each Section of the Leased Land for so long as Lessee produces some or all of the Leased Water as decreed in at least one (1) year out of any consecutive ten (10) year period from such Sections. Lessee shall notify Lessor no later than ten (10) years after the Decree Date of which well or wells Lessee intends to maintain for future production of Leased Water. Upon receipt of the notice, all Sections of Leased Lands that do not contain the well or wells in the notice shall be eligible to be released from this Lease at the option of the Lessor to the extent of the surface interest of this Lease. Any reduction of the Leased Land pursuant to this subparagraph shall not result in a reduction of the amount of the Leased Water.

ii. If the Decree does not allow the Leased Water to be developed from one or more wells within the Leased Land and rather requires the Leased Water associated with each Section to be developed from a well located on that Section, the Parties will not consider the Leased Water and Leased Land to be severed for purposes of the Term of this Lease. In this case, the Term will be extended for ten (10) years from the Decree Date for any Section of Leased Land upon which a well capable of producing Leased Water lies. Following the initial ten (10) year extension, the Term shall only be extended as to a Section if the Section contains a well capable of producing the Leased Water associated with the parcel and Leased Water is actually produced at least one (1) year out of any consecutive ten (10) year period.

C. The terms and conditions of this Paragraph shall control the Term of this Lease regardless of whether Lessee continues to pay any and all fees due under Paragraph 6 during periods of non-production.

10. **CARRIAGE LOSS** - Lessee is responsible for, and shall bear, any carriage loss or charge, transit loss, ditch loss (whether by seep, evaporation, or otherwise) or similar loss of the amount of water from measurement of the water at the wellhead.

11. **MEASUREMENT DEVICES** - Lessee must install all necessary measurement devices and maintain the measurement devices in good working condition.

12. **NO RIGHTS CONVEYED** - This Lease does not convey or confer rights or ownership in the Leased Water other than as specifically stated in this Lease, nor shall any future needs of Lessee for water enable Lessee to make claims against Lessor for any water rights owned or controlled by Lessor, except as provided herein. Lessee will obtain the Decree for the Leased Water, so that Lessee will have exclusive rights to develop and use the Leased Water as provided in Paragraph 4, above, for so long as this Lease is in effect. If, for any reason, this Lease is terminated and Lessor leases the Leased Water to a third party, then Lessor must include in any lease to such third party the obligation to compensate Lessee within thirty (30) days of the effective date of such third party lease for the fair market value of any and all wells and other infrastructure, subject to depreciation, installed pursuant to this Lease. Under no circumstances will Lessor be liable to compensate Lessee for any wells or other infrastructure, either directly or indirectly. The terms of this Paragraph shall survive the termination or expiration of this Lease.

13. **OFFSET DRAINAGE** - Lessee agrees to make every reasonable attempt to ensure that the Decree and any subsequent modifications or new decrees approved by the water court shall have a proportional allocation to the water rights decreed on lands adjacent to Leased Land. Development plans for Leased Water shall be coordinated by the Lessee with the development plans on adjacent lands to ensure that well locations follow all setback requirements enforced by the Colorado Division of Water Resources, unless otherwise agreed to in writing by the Lessor.

14. **PARTNERSHIP** - Nothing in this Lease shall cause the Lessor in any way to be construed as a partner, a joint venture or associated in any way with the Lessee, or subject the Lessor to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Water or any part thereof.

15. **LIABILITY AND INDEMNITY** - Lessee is a “public entity” within the meaning of the Colorado Governmental

Immunity Act, C.R.S. §§ 24-10-101, et seq. (the "GIA"). Nothing in this Agreement should be construed to limit or alter the benefits and responsibilities to which Lessee is entitled pursuant to applicable law, including, without limitation, the GIA. Lessee and Lessor respectively shall defend any and all claims for injuries or damages, in accordance with the requirements and limitations of the GIA, that occur as a result of the negligent or intentional acts or omissions of their own officers, agents, employees, or assigns. Lessor and Lessee respectively shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of their own officers, employees, agents, or assignees performing functions or activities upon the property of the other Party. Lessor and Lessee shall each require any contractor or subcontractor retained for the various projects contemplated by this Lease to maintain insurance coverage adequate to the satisfaction of both the Lessor and Lessee and to provide certificates of insurance. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, C.R.S. §§ 24-30-1501, et seq., as amended. This provision shall survive termination, cancellation or relinquishment of this Lease and any cause of action by Lessor to enforce it shall not be deemed to accrue until Lessor's actual discovery of said liability, claim, loss, damage, or exposure.

16. **RESERVATIONS TO LESSOR**·- This Lease is subject to any and all presently existing easements, rights-of-way, and other interests, whether or not visible on the ground; and, in addition to its reversion upon termination of this Lease, the Board hereby reserves:

A. All rights, privileges and uses of every kind or nature not specifically granted to Lessee by this Lease.

B. The right to sell, exchange, or otherwise dispose of all or any portion of the surface where Lessor is the surface owner subject to the terms and conditions of this Lease. Lessor shall provide Lessee notice upon the Lessor's decision to initiate a sale or exchange of all or a portion of the Leased Land.

C. The right to lease all or any portion of Lessor's land to other persons for the purposes of initiating and continuing grazing and agricultural uses, developing renewable energy, and exploring for and removing timber, minerals, ores, metals, coal, asphalt, sand, gravel, clay, quarry products, peat, geothermal resources, and all other naturally occurring resources, together with reasonable and adequate rights of entry and surface rights necessary or convenient to exercise such reserved rights. Any new leases shall be compatible with and subject to the rights and privileges granted to Lessee herein.

D. Upon termination of this Lease, the right to sell, exchange, develop or otherwise dispose of all or any portion of the Leased Water that is subject to this Lease and the Decree.

E. Ownership of the Leased Water and all water and water rights, appurtenant to or used in connection with the Leased Water. Lessor shall not own and does not reserve any ownership interest in the structures constructed or completed by the Lessee, including but not limited to wells, pumps, or pipelines. All such rights shall be and remain the property of the Lessor, except as stated herein.

F. The right at any time to grant a right-of-way upon, over or across all or any part of Lessor's surface for any ditch, reservoir, railroad, communication system, electric powerline, pipeline, schoolhouse or other lawful purpose. Prior to Lessor's granting of a separate right-of-way across the Leased Lands to any third party, Lessor shall provide Lessee with the opportunity to review and comment on any proposed alignment of such right-of-way and infrastructure design. Lessor shall acknowledge any comments of Lessee in writing and shall consider reasonable requests for accommodations or alterations which Lessee may propose. Such grants shall be subject and subordinate to the rights of Lessee granted herein and shall provide that any and all damages caused to any structures or improvements placed upon the surface of the premises subsequent to the date hereof shall be repaired by and at the expense of the party to whom the easement or right-of-way was granted. If the grant of such rights shall unreasonably interfere with Lessee's rights hereunder, the implementation or effectiveness of the grant of such rights shall be delayed until such time as there is no interference with Lessee's rights.

G. The right at any time to place the Leased Land into the Stewardship Trust as set forth in Section 10(1)(b)(I) of Article IX, of the State Constitution. Said placement into the Stewardship Trust shall be for reasons not inconsistent with the rights and privileges of lessee.

17. **ASSIGNMENTS, SUBLEASING AND ENCUMBRANCES**

A. **Assignments**: This Lease shall be binding on the parties hereto, their heirs, representatives, permitted successors, and permitted assigns. This Lease shall not be assigned, transferred or sold, voluntarily or

by operation of law, without the prior written consent of Lessor. Consent to an assignment may be granted or withheld by the Lessor acting in its sole discretion, and upon such terms and conditions as determined by Lessor, including the payment of an assignment fee not to exceed $2,500.00, and such consent shall not be unreasonably withheld. For the avoidance of doubt, any name change of the Lessee shall be considered an assignment, as shall any assignment to any other governmental entity regardless of whether such entity is controlled by Lessee. Assignment or other transfer without written consent of Lessor shall be void ab initio. The acceptance by the Lessor of any payment due hereunder from any person other than the Lessee shall not be deemed a waiver by the Board of any provision of this Lease or to be consent to any assignment. In addition to any assignment fee assessed above, if the approved assignment is in connection with a sale of the rights, benefits, or obligations of this Lease or the Leased Water to a third party, Lessee shall pay to the Lessor an amount equal to 25% of the value of the total consideration for the sale transaction as determined by the amount to be paid to Lessee (and other in-kind value received) in exchange for the transfer of such rights, benefits, duties, or obligations. Lessee shall provide Lessor with any requested sale transaction documents pertaining to the assignment and acknowledges that confidentiality or non-disclosure requirements of any such transaction documents shall not excuse Lessee's performance with this section.

B. **Subleasing**: For the purposes of this Lease, the Parties agree that Lessee providing Leased Water to any third party shall not constitute a sublease of this Lease. Providing water service to its municipal customers by way of agreements with those customers shall not constitute a sublease of this Lease. Any agreement which transfers, assigns, or is intended to afford or confer upon any third party any of Lessee's rights or benefits, or transfers, assigns, or delegates any obligations of this Lease while Lessee remains a party to the Lease shall constitute a sublease of this Lease, including but not limited to any agreement which allows the third party to acquire or retain any of the Leased Water, separate from a sale of water by Lessee. Lessee shall not sublease any right, duty, or obligation afforded by this Lease without prior written consent of Lessor. Consent to a sublease may be granted or withheld by Lessor, acting in its sole discretion and upon such terms and conditions as determined by Lessor, including the payment of any sublease fee, and such consent shall not be unreasonably withheld. Lessor may require sublessee to obtain separate agreements, temporary access permits, rights-of-way, special use agreements, or any other authorization required by Lessor's then-current policies and procedures or as reasonably determined necessary or advisably by Lessor. Subcontractors engaged by Lessee to complete specific construction, development, operation, or maintenance tasks necessary to accomplish the purpose of this Lease are not sublessees under this Lease, unless such subcontractors are assigned, transferred, or delegated any rights or obligations under this Lease.

C. **Encumbrances**: Lessee shall not allow any encumbrances to burden the Leased Lands. Any and all requests for encumbrances of the Leased Lands shall be conveyed to Lessor in accordance with Lessor's then-current policies and procedures for requests for an encumbrance.

18. TERMINATION, DEFAULTS, AND REMEDIES

A. Termination: This Lease may be terminated in the following manners:

i. By Lessor: Lessor may terminate this Lease for default as further described in subparagraph 18.B. Lessor may terminate this Lease in the public interest only if so directed by the Governor or the General Assembly. In such instance, the termination shall not be effective until a minimum of fifteen years after Lessor provides notice of termination pursuant to direction of the Governor or the General Assembly, and the Water Opportunity Charge described in Paragraph 6.A above shall not apply during such fifteen year period.

ii. By Lessee: Lessee may terminate this Lease for any reason, including failure to obtain a water court decree, as further described in Paragraph 19 herein.

iii. Expiration: This Lease shall terminate by its own terms pursuant to the expiration of term further described in Paragraphs 8 and 9.

iv. Any termination by any Party, except expiration, shall not be effective unless a termination notice is provided to the other Party as required in this Lease.

v. At the termination date established in the termination notice, Lessee shall not hold any further obligations to any customers, internal or external, to deliver any Leased Water. Any of Lessee's service contracts must contain a provision detailing that the rights of the service contract shall not survive termination of this Lease.

B. Defaults by Lessee. The occurrences of any one or more of the following events shall constitute a default hereunder by the Lessee:

i. Failure by the Lessee to make any payment required under the Lease when due.

ii. Use of the Leased Water by the Lessee, its successors, and assigns, or attempted use of the Leased Water for any other purpose than those permitted by this Lease.

iii. Failure by the Lessee to perform any and all of the covenants, conditions, or requirements contained herein.

C. Notice & Cure: Any of the above events of default may be cured by the Lessee within thirty (30) days after written notice thereof from the Lessor to the Lessee in accordance with Paragraph 29.P ("Notices") of this Lease. If the nature of the Lessee's default is such that more than thirty (30) days are reasonably required to cure such default, then the Lessee shall not be deemed to be in default if the Lessee shall commence such cure within said thirty (30) day period and thereafter diligently pursue such cure to completion.

i. If any noticed default of this Agreement remains uncured after the thirty (30) day cure period described in this Paragraph, or after any extension of the cure period mutually agreed to by the Parties, the Parties shall submit the noticed default dispute to mediation in accordance with the provisions of this Paragraph.

ii. The Parties shall identify and retain a mutually acceptable mediator within twenty-one (21) days after expiration of the cure period, submit the dispute, and fully participate in good faith in the mediation of the dispute. In the event the Parties cannot agree upon a mutually acceptable mediator within twenty-one (21) days, they shall submit the dispute to Judicial Arbiter Group, Inc. (1601 Blake Street, Suite 500, Denver, Colorado).

iii. If at any time either Party fails to participate or prematurely discontinues its participation in the mediation, the other Party shall be entitled to seek available remedies pursuant to subparagraph 18.D (Lessor's remedies) or subparagraph 18.E (Lessee's remedies), respectively, below.

D. Lessor's Remedies: If the Parties do not resolve the noticed default dispute after completing mediation in good faith and in accordance with Paragraph 18.C above, then Lessor may exercise the following remedies:

i. Termination. Lessor may terminate Lessee's right to possession of the Leased Water by any lawful means. If, at the time of the termination notice, Lessee is using the Leased Water to supply municipal water service through its treated water system, the termination notice will establish the effective termination date which shall be no sooner than five (5) years after the termination notice date. If, at the time of the termination notice, Lessee is not using the Leased Water to supply municipal water service through its treated water system, the notice will establish the effective termination date which shall be no sooner than sixty (60) days after the termination notice date. This Lease shall terminate on the effective termination date established in the notice and the Lessee shall surrender possession of the Leased Water and Leased Land to Lessor according to the terms of Paragraph 19 of this Lease at that time. In such event of termination, the Lessor shall be entitled to recover from the Lessee:

a) The accrued but unpaid Water Opportunity Charge or Volumetric Charge as of the date of such default, and other payments owed pursuant to this Lease which have accrued together with interest;

b) Any other amount necessary to compensate Lessor for the Lessee's failure to perform its obligations under this Lease or which would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Leased Water or Leased Lands, expenses of re-leasing, reasonable damages, reasonable attorney fees, and any other reasonable costs;

c) Compensation for costs incurred for use of the Leased Water, including ongoing obligations under the Decree;

d) Interest on unpaid rental amounts. The interest shall be one and one half percent (1.5%), compounded monthly. Said interest shall accrue from the dates such amounts accrued to the Lessor until paid by the Lessee.

ii. Cumulative Rights. The rights and remedies reserved to Lessor, including those not specifically described, shall be cumulative, and Lessor may pursue any or all of such rights and remedies, at the same time or separately.

E. Lessee's Remedies. If the Parties do not resolve the noticed default dispute after completing mediation in good faith and in accordance with paragraph 18.C above, then Lessee may terminate the Lease. Such termination must adhere to the procedure and other provisions in paragraph 19, below.

19. **SURRENDER·** As provided in subparagraph 18.A, above, Lessee may terminate this Lease for any reason. Such reasons may include if Lessee is unable to obtain the Decree establishing that the Leased Water is nontributary or if the Leased Water does not satisfy the requirements of Lessee in any way. Lessee shall provide written notice to Lessor thirty (30) days prior to termination. Such termination is the sole recourse. All of Lessee's prior payments to Lessor will be forfeited. Upon termination of this Lease prior to the expiration of the Lease Term, the Lessee shall peaceably and quietly surrender possession of the Leased Water and any portion of the Leased Lands used by Lessee, at no cost to Lessor. Lessee shall transfer ownership of all structures to Lessor and provide written notice to Lessor of the relinquishment of any right to use the Leased Water under the Decree; provided, however, that at Lessee's option and expense, Lessee may remove all or a portion of such structures from the Leased Lands, and in connection therewith Lessee shall use commercially reasonable efforts to restore any disturbed land surfaces on the Leased Lands. Lessee shall have the right to negotiate a separate agreement with Lessor to continue to use structures that cross the Leased Lands, such as pipelines crossing the Leased Lands that connect to wells on private property and shall complete the Board's right-of-way application process in compliance with the Board's Right-of-Way Policy No. 300-002 (Rev. June 2024), as amended (but shall not be obligated to pay any additional right-of-way fees to the extent such fees were paid pursuant to Paragraph 6.E above).

20. **LIENS AND CLAIMS** - The Lessee must promptly pay all charges and assessments levied upon or on account of the Lessee's use and development of the Leased Water or Leased Land, or any part thereof, or any improvements and must prevent such charges and assessments from becoming a charge or lien on the Leased Water or Leased Land by complying with C.R.S. §§ 38-26-101, et seq.

21. **NO REPRESENTATIONS OR WARRANTIES** - Lessor makes no representations or warranties as to the Leased Water, its quantity, quality, or availability.

22. **RECORDS** -

A. Financial: Lessee agrees to keep and to have in possession complete and accurate books and records regarding the Lessee's payment obligations under this Lease, including, but not limited to, contracts and agreements for the sale or exchange, or other disposition of the Leased Water, and records showing the production, water levels, sale, exchange, and disposition of any and all Leased Water, including all information necessary to determine the Volumetric Charge for the Leased Water and all information and accounts required under the Decree.

B. Water: Lessee shall take all steps necessary to measure all diversions and use of the Leased Water. Lessee shall record all measurements and associated calculations of water volumes of Leased Water produced including but not limited to meter readings and total calculations in acre feet. Lessee shall provide an accounting of all water measurements with volumetric totals with each payment of the Volumetric Charge.

C. Annual Report: Lessee shall provide to Lessor an annual summary report containing such information as may be necessary to confirm the accuracy of the Volumetric Charge.

D. Audit: Lessee shall permit Lessor, at all reasonable hours, to audit, examine, or copy the books, accounts, and records related to this Lease, or to furnish copies of same to Lessor within ten (10) days of request. Any confidential information reviewed during such audit or examination shall be kept confidential by Lessor to the extent allowed by law. Lessor will not be unreasonable with requests.

E. Retention: All said books, accounts, and records shall be retained by Lessee and made available in Colorado to Lessor for a period of not less than seven (7) years. Lessee shall retain all water measurement records for the life of this Lease.

23. **DAMAGE TO LEASED LAND AND BONDS·-** All operations of the Lessee shall be conducted in a workmanlike and reasonable manner, and all necessary precautions shall be taken to avoid damage to the Leased Land. Prior to commencing operations on the Leased Land, and in accordance with C.R.S. §§ 38-26-101, et seq., Lessee shall ensure that any subcontractor engaged to complete any work on the Additional Leased Land furnish a performance bond to the Lessor (as an additional obligee) in an amount equal to one hundred percent (100%) of the contract amount between subcontractor and Lessee with Lessee named as second principle to such bond as

security for the faithful performance of their contract with Lessee. Such bond payment shall be in a form acceptable to Lessor. Lessor acknowledges that on November 19, 2024 the Lessee provided a performance bond in the amount of $725,000.00 as part of the assignment of the original lease to Greeley and this bond may be released upon execution of this Lease.

A. When the Lessor owns the surface estate, Lessee shall be liable for all damages to the surface of the Leased Land, native grass, timber, irrigation structures, livestock, growing crops, water wells, reservoirs, or improvements caused by Lessee's operations on the Leased Land. Lessee shall give or cause to be given to Lessor prompt notice of damage to or destruction of the Leased Land or its surface, if owned by Lessor, or any part thereof, by any cause, resulting from the Lessee's use. Subject to Lessee's right to make a reasonable use of the surface of the Leased Land for its operations, Lessee shall promptly proceed with due diligence to repair, restore, replace or rebuild so as to make the Leased Land at least equal or substantially similar in quality to the original condition, restore it as required by Lessor, and to plans approved in writing by Lessor, if required in the special stipulations of this Lease.

B. No bond shall be required by Lessee upon execution of this Lease. The Parties agree to negotiate in good faith regarding whether a form of financial assurance may be required by Lessee upon entry of the Decree.

C. These obligations shall not terminate upon the assignment, termination, surrender or expiration of the Lease, but shall continue until the Leased Land is returned to at least the same or substantially similar quality as its original condition prior to any operations under this Lease on the Leased Land.

24. **SURVIVAL OF TERMS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS** - Any term, condition, restriction, reservation or covenant that gives rise to any rights or claims of Lessor against Lessee shall be deemed to survive the termination, relinquishment, surrender, or abandonment of this Lease until all claims and issues have been settled or resolved. Upon termination, surrender, or abandonment of this Lease for any reason, provided Lessor does not expressly take over or assume any of Lessee's obligations hereunder, Lessor shall not be liable or responsible for compliance with, any laws, rules, regulations, orders, local ordinances or resolutions applicable to this Lease, except for the requirements of Paragraph 12 above or as elsewise provided herein. Lessor shall be responsible for any ongoing obligations required by the Decree and any well permits or other governmental approvals or permits for infrastructure that remains on the Leased Land.

25. **NO WAIVER** - Failure or delay by either Party to exercise any right, power or privilege hereunder will not operate as a waiver hereof, nor will any single or partial exercise of any right or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder. A waiver on one or more occasions of any of the provisions hereof shall not be deemed a continuing one. Acceptance of payments by Lessor shall not be deemed to effect (a) a ratification, renewal, extension, or amendment of this Lease, or (b) a waiver of any rights granted to Lessor, the obligations imposed upon Lessee, express or implied, or the remedies for Lessee's breech, or (c) an estoppel against Lessor preventing Lessor from enforcing Lessor's rights or Lessee's obligations hereunder, express or implied, or from seeking damages for Lessee's breach thereof. No instrument executed by Lessor shall be effective to constitute ratification, renewal, extension or amendment of this Lease unless the instrument is clearly titled to indicate its purpose and intent.

26. **INSURANCE** – Lessee shall maintain at all times during the term of this Lease such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Lessee shall ensure that any subcontractor engaged to complete any work on the Leased Land maintains a minimum of a comprehensive liability insurance policy covering the subcontract work including, but not limited to, general liability, workers compensation, and automobile liability each with a minimum limit of $1,000,000 for each occurrence, in the aggregate, and for each accident. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries, and deaths of persons in connection with the subcontract and each policy shall name Lessor as an additional insured.

27. **NO THIRD-PARTY BENEFICIARY·-** Nothing in this Lease is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Lease.

28. **COMPLIANCE WITH LAW•-** Lessee shall comply fully with all provisions, terms, conditions of all laws, whether local, state or federal, and orders issued thereunder, including but not limited to the rules and regulations

of the Lessor, the Colorado Division of Water Resources, the Colorado Groundwater Commission, any ground water management district, and any other state, local, or federal agency or commission with authority to regulate activities pursuant to this Lease. In the event that the Lessee is required to file applications, instruments, and documents with other agencies, Lessee shall notify Lessor of said filing and Lessor reserves the right to request and obtain copies of such applications, instruments, and documents from the Lessee.

29. **MISCELLANEOUS**

A. **Waiver.** The waiver of any breach of any provision of this Lease by either Party shall not constitute a continuing waiver of any subsequent breach of said Party, for any breach of the same or any other provision of the Lease.

B. **Entire Understanding.** This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

C. **Captions.** Captions and paragraph headings in this Lease are intended for convenience and reference only and shall not define, limit, or describe the scope or intent of any provisions of this Lease.

D. **Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

E. **Survival.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and remain enforceable.

F. **Binding Effect**. This Lease and the rights and obligations created hereby shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

G. **Modification or Amendment**.

i. By the Parties. Except as specifically provided in this Lease, modifications of this Lease shall not be effective unless agreed to in writing by the Parties, which shall be included as an amendment to this Lease.

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

H. **Governing Law and Venue**. This Lease and its application shall be construed in accordance with the laws of the State of Colorado. The parties agree that venue for any litigated disputes regarding this Lease shall be the Denver County Colorado District Courts.

I. **Counterparts**. This Lease may be executed in multiple identical original counterparts, all of which shall constitute one Lease.

J. **No Third-Party Beneficiaries**. Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

K. **Non-Business Days.** If the date of any action under this Lease falls on Saturday, Sunday or a day recognized as a holiday by the State of Colorado, then the relevant date shall be extended automatically until the next day that is not Saturday, Sunday or a holiday.

L. **Colorado Open Records Act Disclosure**. This Lease is subject to public release through the Colorado Open Records Act, C.R.S. §§ 24-72-201, et seq.

M. **Governmental Immunity.** No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the GIA as applicable now or hereafter amended.

N. **Compliance with Laws**. The Lessee shall comply with the Decree and all applicable federal, state, and local ordinances, rules, regulations, and laws regarding the Leased Water and activities conducted in the use thereof. Furthermore, the Lessee shall not use or permit the Leased Water to be used in violation of the Decree and any rule, regulation, or law or for any purpose tending to damage or harm the Leased Water.

O. **Lessee's Authority**. If the Lessee is an entity other than an individual, each individual executing this Lease on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity and that this Lease is binding upon said entity in accordance with its terms. Upon request, the Lessee shall deliver a certified copy of the appropriate document evidencing authorization for such execution.

P. **Notices**. Any notice, demand, request, designation, consent, approval, or other document or instrument required under the provisions of this Lease shall be in writing, shall be deemed to have been duly served on the day of receipt or rejection and shall be sent by registered or certified United States mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service that provides written evidence of delivery, as addressed to the Parties hereto. The Parties may change the place for serving such papers on it or provide for the delivery of not more than two (2) additional copies by giving the other party at least thirty (30) days prior written notice to such effect. Notices shall be sent to:

IF TO LESSEE:
City of Greeley
Attn: Director of Water and Sewer
1001 11th Street, 2nd Floor
Greeley, CO 80631

IF TO LESSOR:
State Land Board
Attn: Colorado State Board of Land Commissioners Water Program Manager
1127 Sherman Street Suite 300
Denver Colorado 80203

Q. **Further Assurances**. From time to time following the Effective Date, Lessor and Lessee upon receipt of notice from the other party shall execute and deliver such additional documents and instruments and take such further actions as may be reasonably necessary to give effect to the terms of this Lease. Lessor agrees to reasonably cooperate with Lessee in Lessee's development of the Leased Water, within the limits of law and Lessor’s rights under this Lease.

Council Agenda Summary

February 17, 2026
Key Staff Contact: Sean Chambers, Water & Sewer Director, Adam Prior, Chief Engineer

Title:

Introduction and first reading of an ordinance authorizing the acquisition of real property by purchase or the power of eminent domain for the relocation of a portion of the Boyd Lake water pipelines

Summary:

The West Greeley development is contingent on the relocation of a short stretch of the Boyd Lake potable water, high pressure, steel pipelines that currently run through the Catalyst project site. Over the past six months, the city's relocated Boyd Lake water lines have been fully designed by AECOM and the City's fee developer is under contract with PCL and Connell Resources for construction of the relocated water transmission lines. The City's engineering staff have signed off on the 90% design for the relocated pipeline that is intended to follow the future 4th Street alignment, and the project is truly "shovel ready" with construction anticipated to start in late February, so the new lines will be tested and operational by May.

Over the past several months, the City's owner's rep team have been working with the non-city landowners on RoW acquisition and utility easements, including plans to acquire the land for RoW and utility easements from Kerr McGee Oil & Gas Onshore LP. It has subsequently come to the attention of the City staff that there is one remaining easement is necessary for the construction and relocation of the Boyd Lake water transmission lines. The outstanding easement needed from Kerr McGee Oil & Gas are detailed in the ordinance and shown graphically in the attached presentation. The utility easement is essential to the Boyd water transmission line relocation project.

The City staff strongly recommend the Council's action to authorize eminent domain to ensure the city can timely acquire the possession and use of the easement as needed for the Boyd water transmission line relocations.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
No Impact: The city has planned, budgeted and financed the acquisition of property rights. The use of eminent domain provides an additional framework for defining fair market value, but does not create any additional fiscal impact or long-range cost.

Is there grant funding for this item? No
Does this action have potential long-term fiscal implications? No

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure and Mobility

Decision Options:

1. 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 March 3, 2026

Attachments:

1. Ordinance No. 3, 2026 with Exhibit A

THE CITY OF GREELEY, COLORADO
ORDINANCE NO. 3, 2026

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTERESTS IN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, BY PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN, FOR THE CONSTRUCTION OF WATER UTILITIES INFRASTRUCTURE, PURSUANT TO SECTION 7 OF ARTICLE XVI, SECTION 15 OF ARTICLE II, AND SECTIONS 1 AND 6 OF ARTICLE XX OF THE COLORADO CONSTITUTION AND CRS §§ 31-15-101, et seq.; 38-1-101, et seq. (RELOCATION OF BOYD TRANSMISSION LINE AND ASSOCIATED WATER UTILITIES)

WHEREAS, the City of Greeley ("City") is a Colorado home-rule municipality empowered, pursuant to Sections 1 and 6 of Article XX of the Colorado Constitution, to, inter alia, construct, purchase, acquire, lease, add to, maintain, conduct, and operate water works and everything required therefor, within or without its territorial limits, for the use of the City, including through exercise of the power of eminent domain; and

WHEREAS, Section 15 of Article II and Section 7 of Article XVI of the Colorado Constitution further authorize the City to acquire property to convey water for domestic, irrigation, drainage, and other purposes; and

WHEREAS, C.R.S. §§ 31-15-101, et seq., and 38-1-101, et seq., provide the statutory framework within which the City may exercise the power of eminent domain; and

WHEREAS, the City of Greeley Water and Sewer Board on February 18, 2026 made the determinations and authorized the acquisition of real property interests set forth in this ordinance, and recommended that City Council do the same; and

WHEREAS, the City Council has determined that the acquisition of interests in real property for the development and construction of water utilities improvements and appurtenances thereto, including, without limitation, treated and non-potable water pipelines, sanitary sewer pipelines, storm sewer facilities, and fiber optic cable or other suitable telecommunications infrastructure associated with operation of the water utilities improvements and appurtenances thereto, is needed for the public purpose of ensuring the safe and reliable conveyance and treatment of domestic water supplies utilized by the City's citizens and thereby protecting their public health, safety, and general welfare; and

WHEREAS, the acquisition of interests in the real property located in Weld County and identified on Exhibit A, whether by purchase or through exercise of the City's power of eminent domain, is accordingly necessary.

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

Section 1. The City Council hereby determines that it is necessary for the City to acquire, either by purchase or through exercise of the power of eminent domain, interests in the real property identified on Exhibit A for the development and construction of water utilities improvements and appurtenances

thereto, including, without limitation, treated and non-potable water pipelines, sanitary sewer pipelines, storm sewer facilities, and fiber optic cable or other suitable telecommunications infrastructure associated with operation of the water utilities improvements and appurtenances thereto, to ensure the safe and reliable conveyance and treatment of domestic water supplies utilized by the City's citizens.

Section 2. The City Council hereby determines that such acquisition of interests in the real property identified on Exhibit A for the development and construction of water utilities improvements and appurtenances thereto, including, without limitation, treated and non-potable water pipelines, sanitary sewer pipelines, storm sewer facilities, and fiber optic cable or other suitable telecommunications infrastructure associated with operation of the water utilities improvements and appurtenances thereto will serve the public purpose of ensuring the safe and reliable conveyance and treatment of domestic water supplies utilized by the City's citizens and thereby protecting their health, safety, and general welfare.

Section 3. City staff, consultants, and legal counsel are hereby authorized and directed to continue with the acquisition of the above-described interests in real property, either by purchase or through exercise of the power of eminent domain. Nothing in this ordinance is intended or shall be construed to preclude good faith efforts by City staff, consultants, and legal counsel to negotiate a voluntary purchase of the necessary interests in real property.

Section 4. The City Council hereby ratifies any previous actions taken by City staff, consultants, and legal counsel to negotiate the acquisition of such interests in real property, and in providing notice of the City's intent to acquire such interests, in accordance with C.R.S. § 38-1-101, *et seq*.

Section 5. This ordinance shall take effect five (5) days after its final publication, as contemplated by Section 3-16 of the City Charter.

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

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

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

Docusign Envelope ID: E399D03D-9B24-450C-86F2-AC974E94D1B6

EXHIBIT A

Merrick & Company
8051 E. Maplewood Avenue, Suite 300, Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 101268.00
File: ..\Property Descriptions\Prop_Desc_Kerr-McGee 4th St ROW.docx
Date: August 6, 2025

PROPERTY DESCRIPTION

Kerr-McGee Oil & Gas Onshore LP,
A Delaware limited partnership

A portion of TRACT A, R&R WARNER SUBDIVISION per the plat thereof recorded September 22, 2015, at Reception No. 4144046 in the Weld County Clerk and Recorder's Office, being in the Southeast Quarter of Section 9, Township 5 North, Range 67 West of the 6th Principal Meridian, City of Greeley, County of Weld, State of Colorado, being more particularly described as follows:

All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the East line of the Southeast Quarter of said Section 9 bears N01°16'54"E a distance of 2616.67 feet between the Southeast Corner of said Section 9, being a found #6 rebar with 2-1/2 inch diameter aluminum cap stamped "LS 38175, 2023", and the East Quarter Corner of said Section 9, being a found #6 rebar with 3-1/4 inch aluminum cap stamped "LS25619, 1988"

COMMENCING at the Southeast Corner of said Section 9, whence the East Quarter Corner of said Section 9 bears N01°16'54"E a distance of 2616.67 feet;
THENCE N01°16'54"E along the east line of the Southeast Quarter of said Section 9 a distance of 1668.14 feet to the Northeast Corner of a parcel of land described in Special Warranty Deed recorded April 29, 2025, at Reception No. 5025936 in the Weld County Clerk and Recorder's Office, said corner being the **POINT OF BEGINNING**;

THENCE along the northerly lines of that parcel of land described in said Special Warranty Deed the following two (2) courses:

1. N88°43'08"W a distance of 1336.34 feet;
2. THENCE N73°09'34"W a distance of 1302.03 feet to the Northwest Corner of that parcel of land described in said Special Warranty, said corner being on the westerly line of said TRACT A;

THENCE N00°33'24"E along said westerly line a distance of 162.52 feet;

Preliminary
08/07/2025 9:00:23 AM
Jacob S. Frisch, PLS 38149
Date: August 6, 2025
Job No.: 101268.00
For and on Behalf of
Merrick & Company

Docusign Envelope ID: E399D03D-9B24-450C-86F2-AC974E94D1B6

Merrick & Company
8051 E. Maplewood Avenue, Suite 300, Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

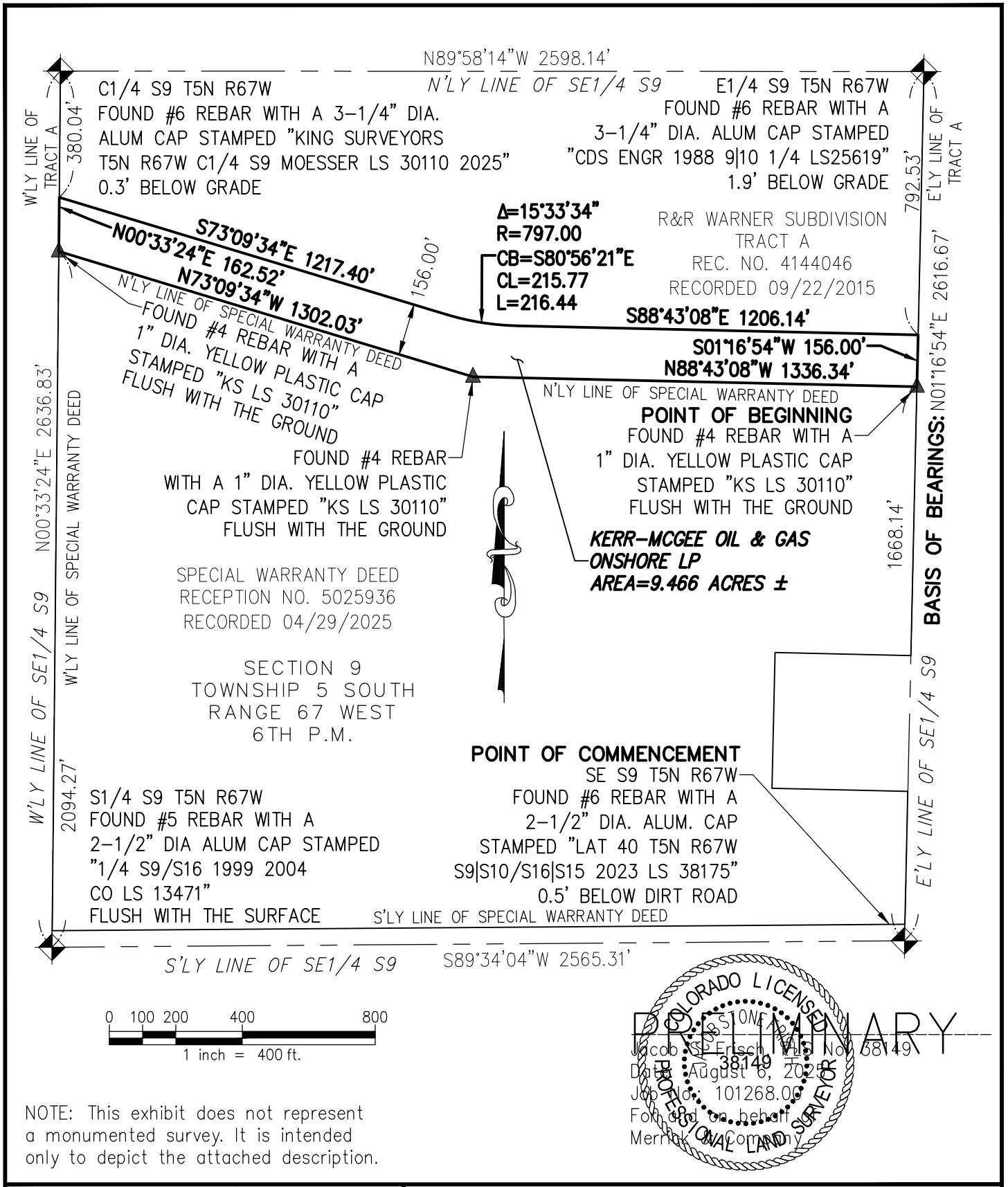
THENCE S73°09’34” E along a line being 156.00 feet northerly of and parallel with the northerly line of that parcel of land described in said Special Warranty Deed, tangent with the following described curve a distance of 1217.40 feet;
THENCE along the arc of a curve to the left having a central angle 15°33’34”, a radius of 797.00 feet, a chord bearing S80°56’21”E a distance of 215.77 feet, and an arc distance of 216.44 feet;
THENCE S88°43’08”E, tangent with the last described curve, along a line being 156.00 feet northerly of and parallel with the northerly line of that parcel of land described in said Special Warranty Deed a distance of 1206.14 feet to a point on the easterly line of said TRACT A, also being the easterly line of the Southeast Quarter of said Section 9;
THENCE S01°16’54”W along the easterly line of said TRACT A, and the easterly line of the Southeast Quarter of said Section 9 a distance of 156.00 feet to the **POINT OF BEGINNING**;

Containing 9.466 Acres, more or less.

Preliminary
08/07/2025 9:00:45 AM

Jacob S. Frisch, PLS 38149
Date: August 6, 2025
Job No.: 101268.00
For and on Behalf of
Merrick & Company

EXHIBIT A



REVISION DESCRIPTION			
MERRICK PROJECT NO.	101268.00		
DRAWN	SCB	REVIEWED	JSF

MERRICK

8051 E. Maplewood Avenue, Suite 300, Greenwood Village, CO 80111

KERR-MCGEE OIL & GAS ONSHORE LP

CITY OF GREELEY, COUNTY OF WELD
STATE OF COLORADO

DATE 08/06/2025
SCALE 1" = 400'
SHEET NO. 2 of 2

Y:\Survey\101268.00-Greeley West Side\Office Data\DWGS\Civil 3D Base Drawing

Council Agenda Summary

February 17, 2026
Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Introduction and first reading of an ordinance amending Title 20, Chapter 3, Article III of the City of Greeley Municipal Code Concerning the Collection, Treatment, and Use of Graywater

Summary:

Graywater recapture involves reusing lightly used household water (e.g., from showers, sinks, and laundry) for non-potable purposes such as irrigation or toilet flushing. While this approach can offer theoretical water conservation benefits, staff have identified significant challenges and risks associated with authorizing residential graywater systems in Greeley.

From a regulatory perspective, Colorado Regulation 86 has historically allowed graywater use only if a local government adopts its own ordinance, permitting, inspection, and enforcement framework. HB24-1362, which took effect on January 1, 2026, generally authorizes the installation of graywater treatment works in new construction projects and the use of graywater statewide, unless a local government adopts an ordinance prohibiting the same within its jurisdiction. Implementing such a program would require drafting new ordinances, creating permitting procedures, and dedicating trained staff and resources that the Water and Sewer Department does not currently maintain.

Public health and safety concerns are substantial. Graywater is not sterile and presents risks of cross-connection and backflow into the potable water system, particularly in retrofitted homes. Systems also require ongoing maintenance (filters, tanks, and plumbing), and improper maintenance could lead to sanitation issues, odors, or public health impacts. Authorizing these systems could expose the City to liability if failures affect public health.

Infrastructure and economic barriers further limit feasibility. Most of Greeley's existing housing stock was not designed for dual plumbing, making retrofits costly and disruptive, often reaching thousands of dollars per home. New construction requirements would increase housing costs and will face resistance. On the City side, the cost of administering a graywater program could outweigh the conservation benefits if participation remains very low as seen in Greeley's few neighboring cities with graywater programs.

Graywater use also has implications for Greeley's water rights and wastewater operations. Indoor water use that returns to the wastewater system supports effluent flows that are valuable for reuse or leasing. Diverting water to graywater collection reduces the effluent at the treatment plants and can potentially affect water rights accounting, treatment efficiency, and long-term rate structures.
Finally, successful graywater use would require sustained behavioral changes by residents and significant public education efforts, with uncertain compliance.

Staff Conclusion: While graywater recapture has conceptual appeal but the regulatory burden, public

health risks, infrastructure costs, water rights impacts, and low participation in Colorado suggest it is not an effective broad residential conservation strategy for Greeley currently. Staff recommend continuing to focus on proven conservation measures—such as turf replacement, irrigation efficiency incentives, and water-wise landscaping education which offer higher participation and lower risk.

Fiscal Impact:

If approved, this item will result in no impact on the budget.
No Impact: If there is no impact, provide the reason.

The city code will be amended to prohibit graywater collection, and the issue will be resolved.
Are there any long-term financial impacts? No

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

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 March 3, 2026

Attachments:

1. Ordinance No. 4, 2026

CITY OF GREELEY, COLORADO
ORDINANCE NO. 4, 2026

AN ORDINANCE AMENDING TITLE 20, CHAPTER 3, ARTICLE III OF THE CITY OF GREELEY MUNICIPAL CODE CONCERNING THE COLLECTION, TREATMENT, AND USE OF GRAYWATER

WHEREAS, the City of Greeley ("City") is a Colorado home rule municipality organized, existing, and empowered pursuant to Sections 1 and 6 of Article XX of the Colorado Constitution to, *inter alia*, construct, purchase, acquire, lease, add to, maintain, conduct, and operate water works and everything required therefor, within or without its territorial limits, for use of the City; and

WHEREAS, the City is further empowered by its home rule authority and applicable statutory authority to protect the public health, safety, and general welfare of its citizens; and

WHEREAS, Section 17-1 of the Greeley City Charter authorizes the Greeley Water and Sewer Board ("Board") to qualify the Water and Sewer functions and operations as an "enterprise" as that term is contained in Article X, Section 20 of the Colorado Constitution, and to provide for every function and operation of an enterprise, including but not limited to, bond issuance and all other necessary and ordinary functions of the Water and Sewer operations; and

WHEREAS, Section 17-4 of the City Charter and Section 20-30 of the Greeley Municipal Code further authorizes and requires the Board to acquire, develop, convey, lease, and protect water and sewer assets, supplies, and facilities; and

WHEREAS, the Colorado General Assembly in 2024 passed HB 24-1362 (Measures to Incentivize Graywater Use), which legislation, *inter alia*, authorized the installation of graywater treatment works in new construction projects and the use of graywater statewide, except where local governments by ordinance prohibit the same; and

WHEREAS, graywater can often carry human pathogens with various risk levels and pathways that have the potential to be dangerous to public health; and

WHEREAS, City staff, the Board, and City Council have determined that it is in the current best interest of the citizens of the City of Greeley and their public health, safety, and general welfare to prohibit the collection, treatment, and use of graywater.

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

Section 1. That Section 20-194 of Article III, Water, of Chapter 3, Water and Sanitary Sewer Service, of Title 20, Public Works and Utilities, of the Greeley Municipal Code shall be enacted as follows:

ARTICLE III. - WATER

***

Sec. 20-194. Graywater collection, treatment, and use prohibited.

(a) Definitions. The following words, terms, and phrases, when used in this section, shall have the meaning ascribed to them in this subsection (a):

Graywater means that portion of wastewater that, before being treated or combined with other wastewater, is collected from fixtures within residential, commercial, or industrial buildings or institutional facilities for the purpose of being put to subsequent beneficial uses.

Graywater treatment works means any arrangement of devices and structures used to (i) collect graywater, and (ii) treat, neutralize, or stabilize graywater to the level necessary for subsequent beneficial uses.

(b) Prohibition. The collection, treatment, and use of graywater are prohibited. The construction, installation, and operation of graywater treatment works are prohibited.

(c) Enforcement, violation, and penalties.

(1) A violation of this section shall be deemed an administrative code violation and shall be subject to penalties set forth in chapter 10 of title 1 of this Code.

(2) Suspension of water service. In addition to any penalties imposed under chapter 10 of title 1 of this Code, the director may suspend water service to any person who fails to comply with the provisions of this section, or to any property upon which the owner denies the director reasonable access to determine compliance with this section, as authorized by section 20-85. The director may suspend water service as described in this section immediately and without notice if the director determines that such action is necessary to protect the city's public water system and its customers.

***

Section 2. This ordinance shall take effect on the fifth day following its final publication, as contemplated by Section 3-16 of the Greeley City Charter.

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

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

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

Council Agenda Summary

February 17, 2026
Key Staff Contact: Martha Lanaghen, Human Resources Director

Title:

Introduction and first reading of an ordinance authorizing a salary increase and certain benefits for the City Attorney

Summary:

City Council conducted the annual performance review of the City Attorney on February 3, 2026. Based on this annual review, the City Council found that City Attorney Aurzada 2025 performance met expectations and in accordance with merit increases for all non-union employees with a similar performance review directed that the following adjustment be presented for adoption by the City Council with an effective date of February 12, 2026:

- A merit increase of 4% ($10,521.06)
- The City will continue to contribute 12% of the Attorney's annual salary to a 401k retirement plan

Stacey Aurzada's Current Salary $263,026.62
Value of 4% General Wage Increase for City Attorney $10,521.06
Fiscal Year 2026 City Attorney salary effective February 12, 2026 $273,547.68
Value of 12% 401k contribution $32,825.72

Fiscal Impact:

Fiscal Impact: If approved, will this item result in a positive, negative, or no impact on the budget? Negative Impact
Does this item create a fiscal impact on the City of Greeley? Yes / General Fund If yes, what is the annual impact? $43,346.78
What is the impact in 2026 budget year? $36,678.04 Is it budgeted? Yes
If yes, what source and fund will be used? General Fund
Are there any long-term financial impacts? Ongoing salary and benefits

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for March 3, 2026.

Attachments:

1. Ordinance No. 5, 2026

CITY OF GREELEY, COLORADO
ORDINANCE NO. 5, 2026

AN ORDINANCE AUTHORIZING A SALARY INCREASE AND CERTAIN BENEFITS FOR THE CITY ATTORNEY

WHEREAS, pursuant to Greeley City Charter (the "Charter") Section 6-1 and Ordinance No. 15, 2024, Stacey Aurzada ("Aurzada") was appointed to the position of City Attorney for the City of Greeley effective June 26, 2024, for an indefinite term; and

WHEREAS, Section 3-15 of the Charter requires the fixing of compensation to be by ordinance and Section 6-1 of the Charter requires that City Council fix the compensation of the City Attorney; and

WHEREAS, City Council has negotiated an amount of compensation with Aurzada set forth in the employment agreement dated June 26, 2024, and Ordinance No. 15, 2024, as amended by Ordinance No. 9, 2025 (together, the "Current Compensation"); and

WHEREAS, City Council conducted Aurzada's annual review on February 3, 2026; and

WHEREAS, Aurzada demonstrates strong leadership and effective management in building a well-run department that consistently operates within its approved budget while improving overall productivity; and

WHEREAS, through thoughtful prioritization, efficient use of resources, and clear expectations, Aurzada's department increased the quality and timeliness of its work without sacrificing fiscal responsibility; and

WHEREAS, Aurzada's approach reflects a strong commitment to accountability, operational excellence, and service to the organization and City as a whole; and

WHEREAS, City Council has determined that it is appropriate and desires to make changes to the Current Compensation provided to Aurzada.

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

Section 1. The Current Compensation of Aurzada be amended as follows:

City Attorney's salary shall be increased by four percent (4%) from $263,026.62 to $273,547.68 annually; and

Section 2. All of terms of the Current Compensation, except those modified by Section 1, above, remain unchanged.

Section 3. The Current Compensation as amended by this Ordinance be effective for the pay period beginning February 12, 2026.

Section 4. This Ordinance become effective in accordance with Greeley City Charter Section 3-16.

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

ATTEST **THE CITY OF GREELEY, COLORADO**

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

Council Agenda Summary

February 17, 2026
Key Staff Contact: Martha Lanaghen, Human Resources Director

Title:

Introduction and first reading of an ordinance authorizing a salary increase and certain benefits for the Presiding Municipal Judge

Summary:

City Council conducted the annual performance review of the Municipal Judge on February 3, 2026. Based on this annual review, the City Council found that Judge Gonzales' 2025 performance met expectations and in accordance with merit increases for all non-union employees with a similar performance review, directed that the following adjustment be presented for adoption by the City Council with an effective date of February 12, 2026:

- A merit increase of 3% ($6,455.20)
- The City will continue to contribute 5% of the Judge's annual salary to a 457 retirement plan

Mark Gonzales' Current Salary $215,173.47
Value of 3% General Wage Increase for Municipal Judge $6,455.20
Fiscal Year 2026 Municipal Judge salary effective February 12, 2026 $221,628.67
Value of 5% 457 contribution $11,081.43

Fiscal Impact:

Fiscal Impact:
If approved, will this item result in a positive, negative, or no impact on the budget?
Negative Impact
Does this item create a fiscal impact on the City of Greeley? Yes / General Fund
If yes, what is the annual impact? $17,536.63
What is the impact in 2026 budget year? $14,838.69 Is it budgeted? Yes
If yes, what source and fund will be used? General Fund
Are there any long-term financial impacts? Ongoing salary and benefits

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for March 3, 2026.

Attachments:

1. Ordinance No. 6, 2026

CITY OF GREELEY, COLORADO
ORDINANCE NO. 6, 2026

AN ORDINANCE AUTHORIZING A SALARY INCREASE AND CERTAIN BENEFITS FOR THE PRESIDING MUNICIPAL JUDGE

WHEREAS, Mark C. Gonzales was appointed by the City Council to the position of Presiding Municipal Judge effective May 21, 2018, for a term of four years pursuant to Greeley City Charter ("Charter") Section 7-1 and Ordinance No. 24, 2018; and

WHEREAS, City Council reappointed Judge Gonzales to the position of Presiding Municipal Judge on May 18, 2022, for a term of four years pursuant to Ordinance No. 15, 2023; and

WHEREAS, Section 3-15 of the Charter requires the fixing of compensation to be by ordinance and Section 7-1 of the Charter requires that the City Council fix the compensation of the Presiding Municipal Judge; and

WHEREAS, the City Council conducted the Presiding Municipal Judge's annual review on February 3, 2026; and

WHEREAS, the City Council has determined that it is appropriate to and desires to make changes to the compensation provided to the Presiding Municipal Judge as set forth in the employment agreement, as amended by Ordinance No. 15, 2023, Ordinance No. 11, 2024, and Ordinance No. 11, 2025 ("Current Compensation").

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

Section 1. The Presiding Municipal Judge's base salary be and hereby is increased by three percent (3%) from $215,173.47 to $221,628.67 annually.

Section 2. All of the terms of the Current Compensation, except for those modified by Section 1, above, remain unchanged.

Section 3. The above-mentioned compensation shall be effective for the pay period beginning February 12, 2026.

Section 4. This Ordinance shall become effective in accordance with Charter Section 3-16.

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

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

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

February 17, 2026
Key Staff Contact: Steven Younkin, Interim Deputy Director Public Works/Chief Engineer

Title:

Safe Streets and Roads for All (SS4A) Planning and Demonstration Project Informational Presentation

Summary:

In January 2025, City Council approved the City's Vision Zero Safety Action Plan and made a resolution adopting a vision zero goal to eliminate all fatal and severe injury crashes as well as adopt the action plan and strategies. This SS4A Planning and Demonstration project is a subsequent $9.9M grant awarded by USDOT to conduct a pilot project to plan, design, and construct various quick-build safety improvements as well as perform before-after safety analysis and conduct public outreach. This item is an informational and as such, no action is requested from council.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget? Does this item create a fiscal impact on the City of Greeley?
Yes, this is a one-time impact. The City is using $1.979M dollars of local funding from the Transportation Development Fund. This is a match for the $7.918M SS4A grant from the USDOT.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure and Mobility
Quality of Life
Safe and Secure Communities

Decision Options:

Informational

Council's Recommended Action:

Information no action is needed from Council.

Attachments:

1. Item - Presentation

Safe Streets and Roads for All (SS4A) Planning and Demonstration Project - Informational Session

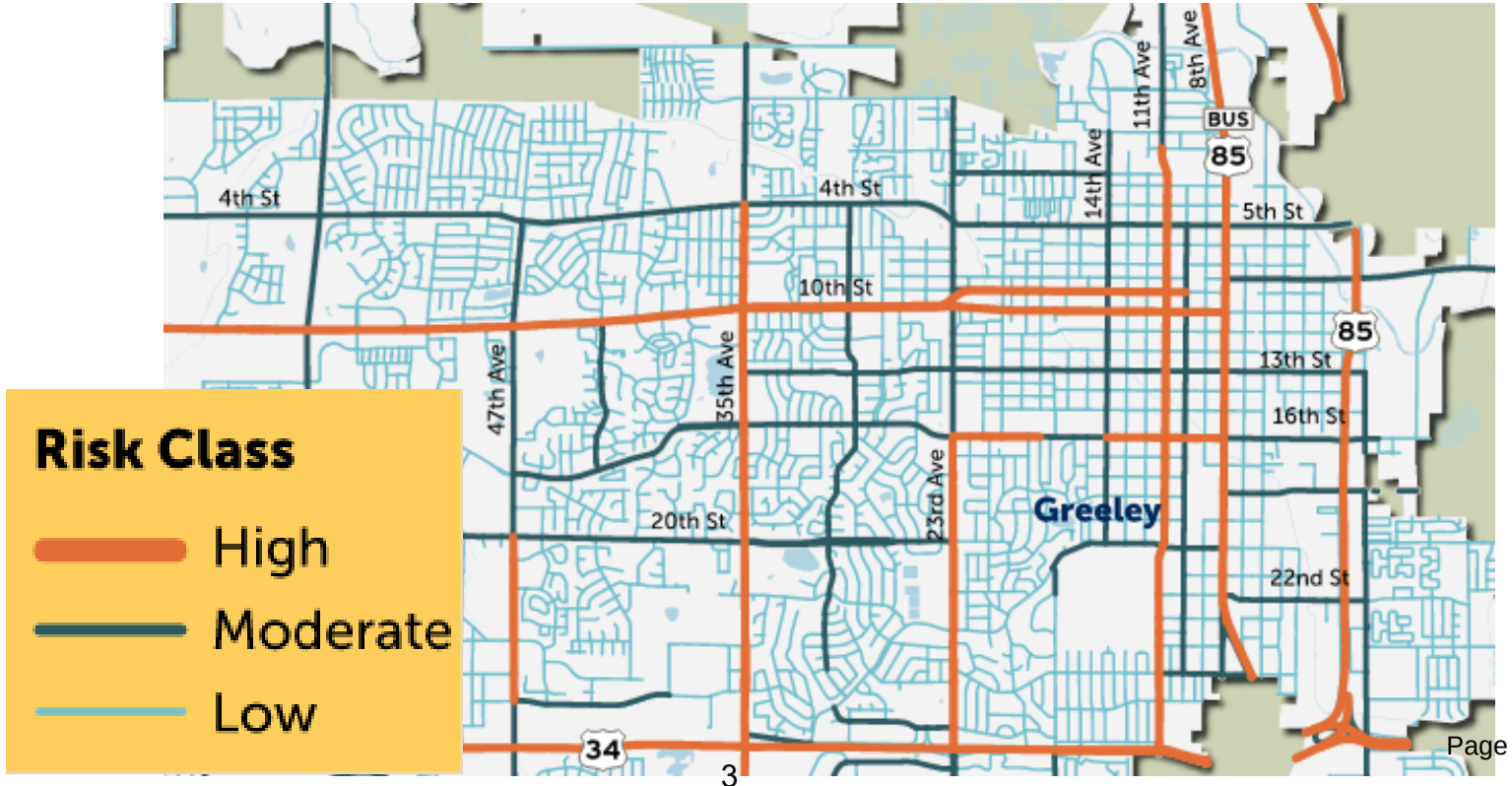
Steven Younkin, PE, PTOE, RSP1
Interim Deputy Public Works Director/Chief Engineer
Public Works and Transportation Department
City Council Meeting – February 17, 2026

Agenda

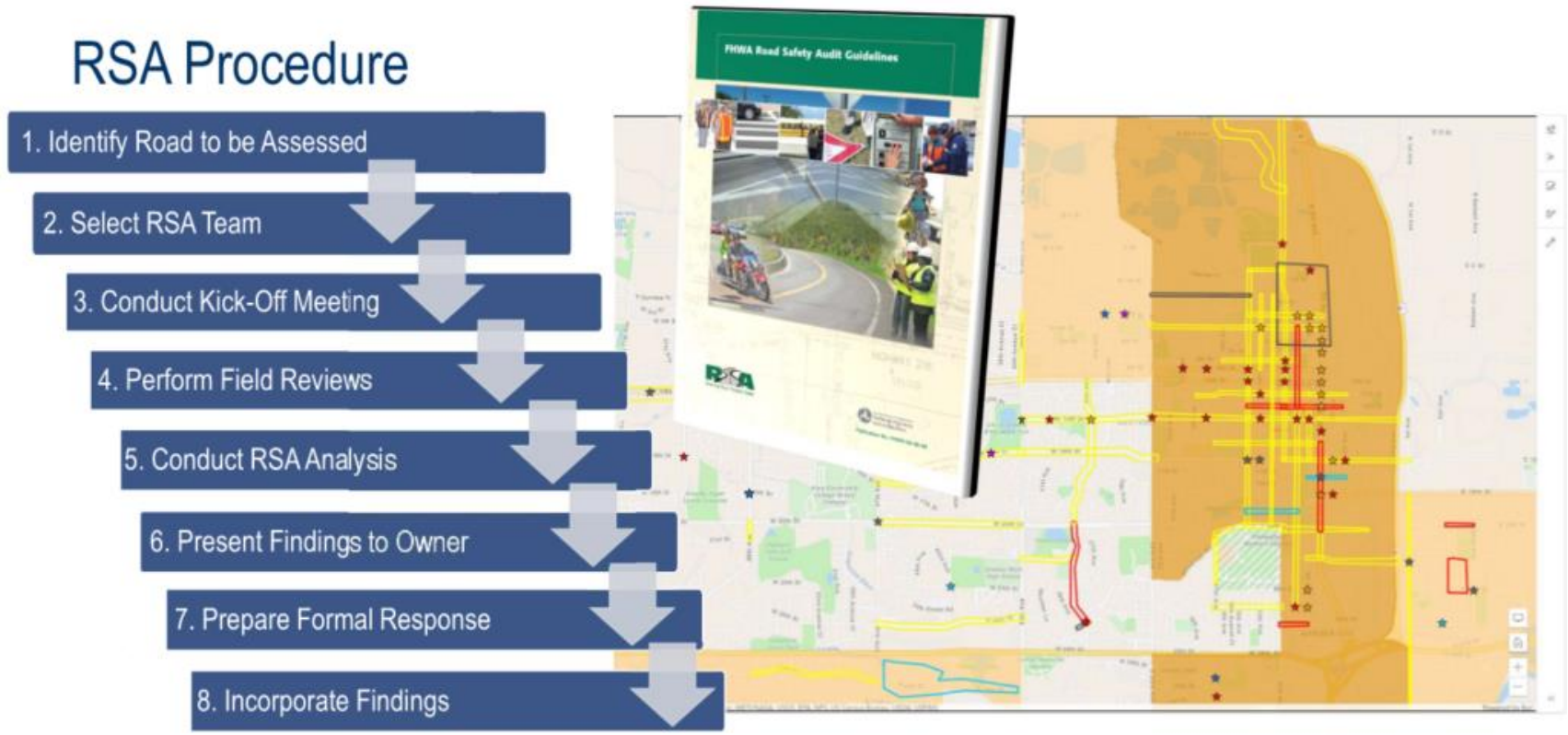
- Overview / Background
- Road Safety Audits
- Safety Countermeasures
- Project Locations
- Project Timeline
- Public Outreach

SS4A Overview and Background

- $9.9M Project
  - Awarded $7.9M grant with $2M City Match
  - 2nd Largest award nationwide within funding round after San Jose, CA
- Prioritize Improvements to Crash High Risk Network



Road Safety Audits (RSA)



RSA Participants (Evaluated 128 Project Locations)

- PWTD Trans. Planning
- PWTD Infra. Services
- CPRD
- GFD
- GPD
- District 6
- UNC
- Weld County Health
- 1888 Industrial Services (Freight)

Safety Countermeasures

% Pedestrian Crash Reduction

% Total Crash Reduction

Parking Spaces Impacted

Chicane

6-10 spots

-40%

RRFB

0

-47%

Mini-roundabout

10-12 spots

-39%

Speed Hump

0

-40%

Intersection Daylighting

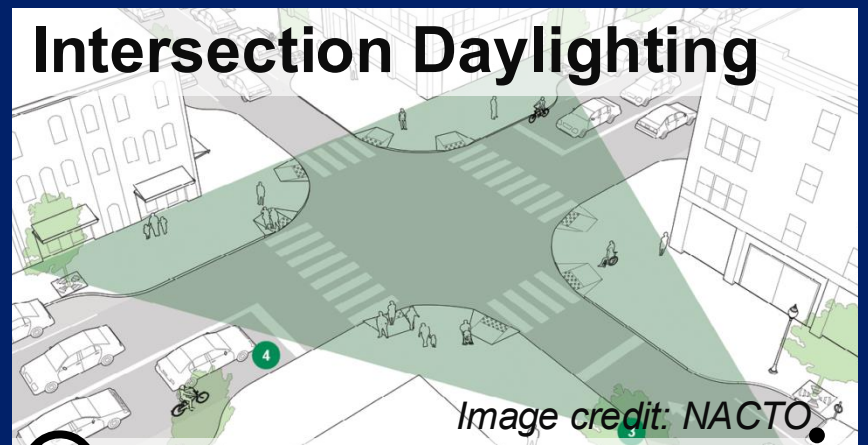
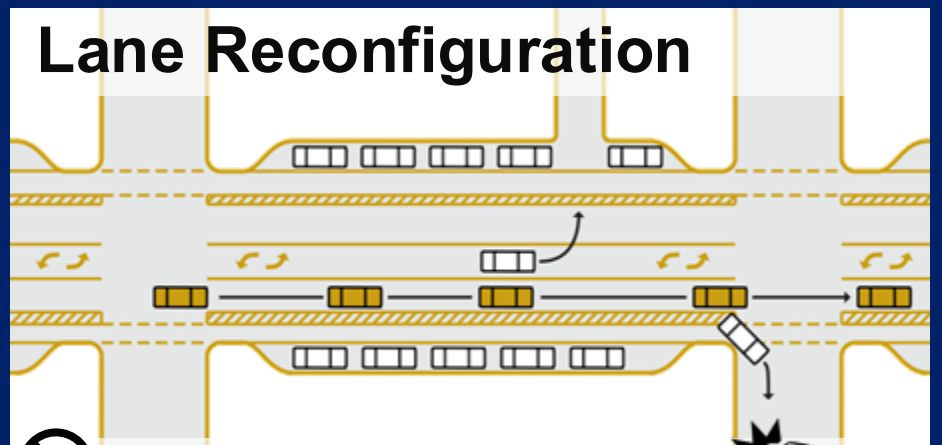


Image credit: NACTO

6-10 spots

-30%

Lane Reconfiguration



0-20 / block

-33%

Safety Countermeasures

% Pedestrian Crash Reduction

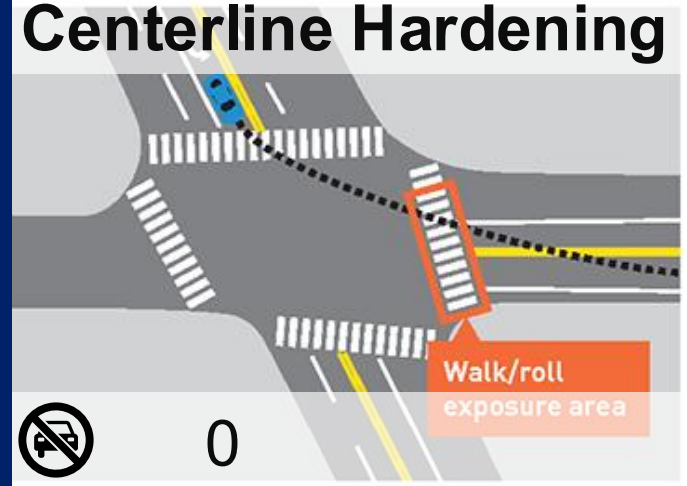
% Total Crash Reduction

Parking Spaces Impacted

Speed Feedback Sign

6-10 -7%

Centerline Hardening



0

Image credit: Seattle

-24%

Curb Extension

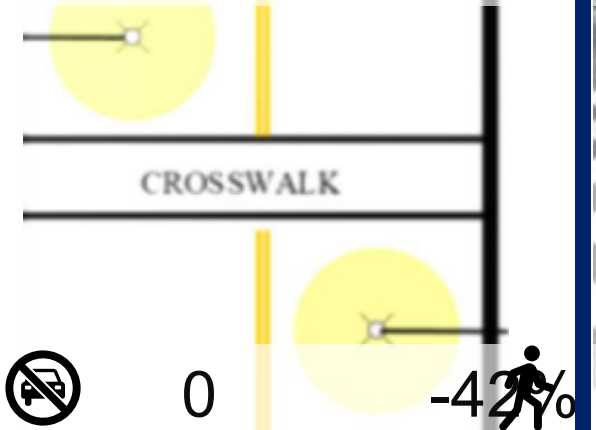
Image credit: NACTO

6-10 -30%

Police Speed Radar

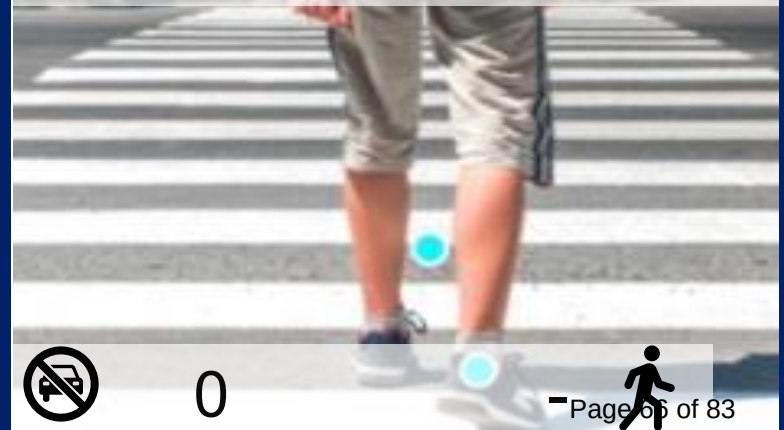
0

Crosswalk Lighting



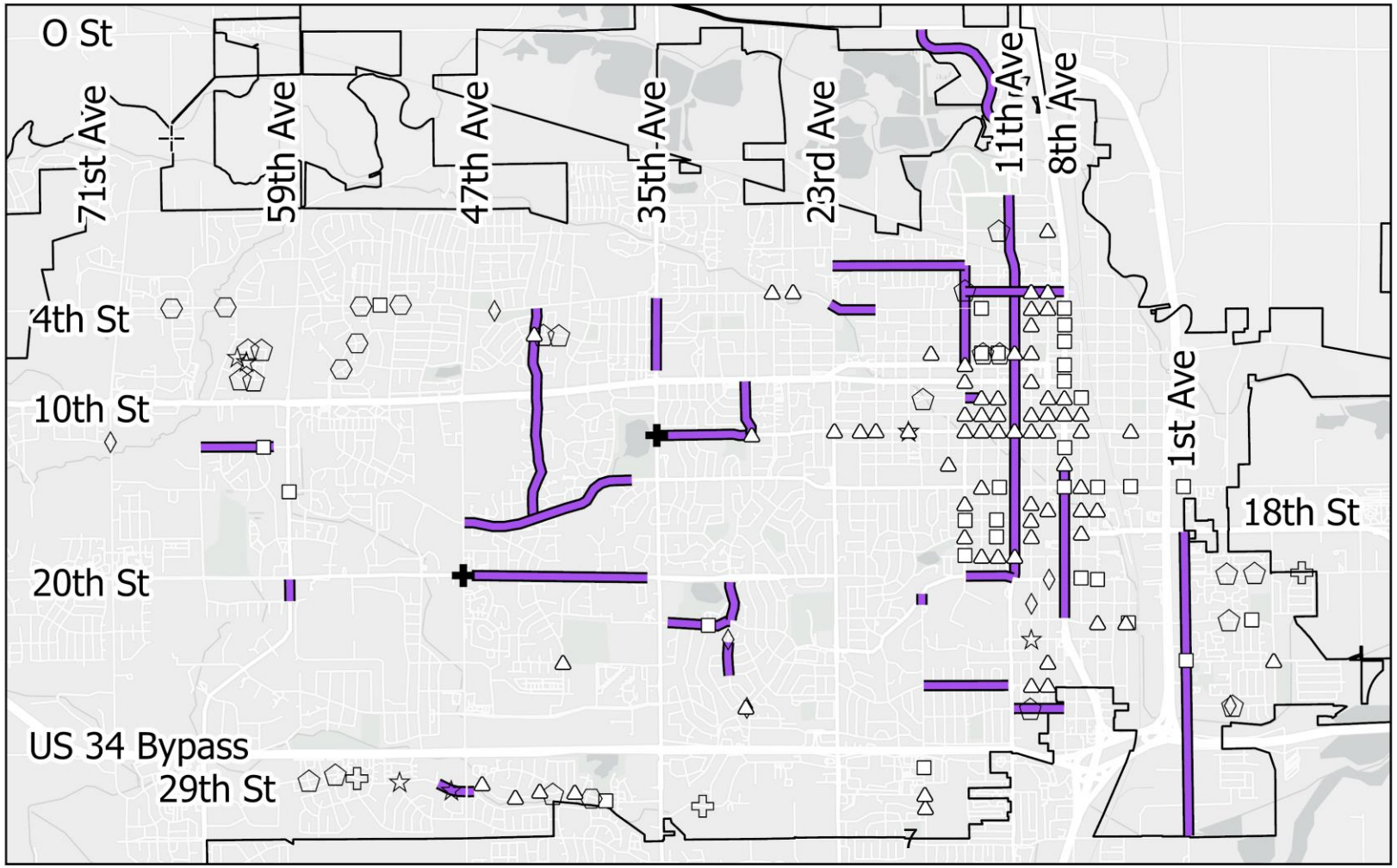
0 -42%

High-visibility Crosswalk



0 -

Project Locations



SS4A Intersection Improvements

High-visibility Crosswalk	(70 locations)
Rectangular Rapid Flashing Beacon (RRFB)	(7 locations)
Mini-roundabout	(7 locations)
Crosswalk Lighting	(2 locations)
Centerline Hardening	(2 locations)
Chicane	(3 locations)
Speed Feedback Sign	(7 locations)
Speed Hump	(7 locations)
Curb Extension / Intersection Daylighting	(30 locations)

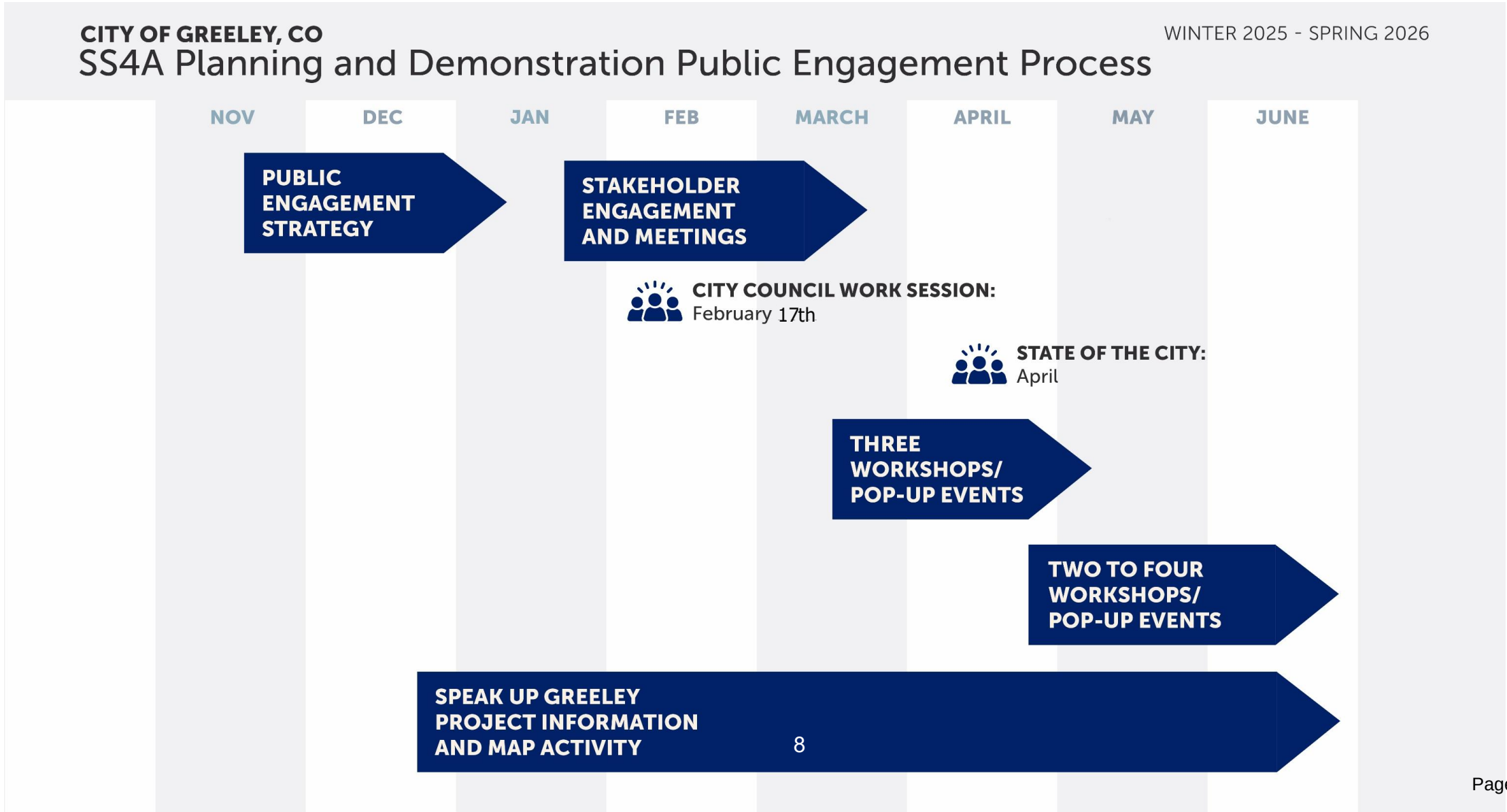
SS4A Segment Improvements

Lane Reconfiguration	(15 miles)
Greeley City Limits	

Miles
0 0.5 1

N

Project Timeline



Initial Public Outreach

Project Partners:

- Connect with selected nearby businesses, places of worship, schools, and organizations
  - Discuss safety concerns
  - Inform about quick-build projects
  - Invite to upcoming workshops

Key Players:

- all stakeholders within one block of quick-build projects
  - Receive custom flyer invitation to upcoming workshops

WORKSHOPS/POP-UP EVENTS

- Event formats determined through engagement strategy process (workshop, pop-ups, targeted workshop)
- Seven events for about 80 quick-build projects
  - About 10-30 projects described at each event
  - Grouped geographically
- Events include:
  - Transportation experts
  - Details of each quick-build project
  - Opportunities for feedback
  - Childcare and kids' activities

WORKSHOPS/ POP-UP EVENTS

- Describe **roadway safety concerns in Greeley** and the purpose of developing quick-build pilot projects
- Effectively **describe each recommendation** to community members and explain trade-offs
- Understand generally if participants **approve or disapprove** of the recommendation
- Determine if **changes to the recommendation** are suggested
- Understand if there are **other locations nearby** where similar improvements should be made

Thank you

Council Agenda Summary

February 17, 2026
Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Appointments to Boards and Commissions - Citizen Transportation Advisory Board, Golf Course Advisory Board, Island Grove Advisory Board, Parks and Recreation Advisory Board

Summary:

The City's Code and the City Council policies set forth the board and commission appointment and removal provisions. Council appoints board or commission members by written ballot during a council meeting.

Board and commission members may be appointed based on a variety of criteria and may include the following:

- Councilmember(s) recommendations resulting from interviews with each board or commission applicant
- Recommendation from a chair of a board or commission
- Existing board or commission members may continue to serve in their positions until their successors are appointed
- Council will fill a vacant position for the unexpired term of a member whose position becomes vacant

Council appointments are needed due to vacancies and expiring terms for the Citizen Transportation Advisory Board, Golf Course Advisory Board, Island Grove Advisory Board, and the Parks and Recreation Advisory Board.

New applicants were interviewed by two council members on February 5, 2026. Interviews are conducted on a monthly basis by two council members for applicants who have applied to fill open vacancies or expiring terms.

Fiscal Impact:

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

Legal Issues:

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest. It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and

family members coming before the Board or Commission. Should such conflicts arise, the Board or Commission member simply recuses themselves from that particular item. Such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

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. Appoint or reappoint the individuals to serve on an applicable board or commission
2. Direct staff to re-advertise applicable vacancy

Council's Recommended Action:

No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

Attachments:

1. Sample Ballot

City of Greeley
Boards & Commissions
Appointment Ballot
February 17, 2026

Applicants for the boards and/or commissions listed below are in alphabetical order and recommendations from the interview team are shown in bold. Virtual interviews are customarily held on the second week of each month, and appointments are decided during the second City Council meeting (third week of the month).

********** BALLOT **********

Citizen Transportation Advisory Board
1 Position: 3 Year Term
____ **WENDI YOUNG (I)**
____ (Recruit for Additional Applicants)

Island Grove Advisory Board
2 Positions: 3 Year Term
____ **JUSTIN WATADA (I)**
____ (Recruit for Additional Applicants)

Golf Course Advisory Board
2 Positions: 3 Year Term
____ **KIMBERLY SPENCER (I)**
____ **ROBERT LIND**
____ (Recruit for Additional Applicants)

Parks & Recreation Advisory Board
2 Positions: 3 Year Term
____ **DANIELA HERNANDEZ**
____ **GREG MCINTOSH (I)**
____ Nicole Arellano-forgét
____ (Recruit for Additional Applicants)

Comments
(I) = Incumbent

Council Agenda Summary

February 17, 2026
Key Staff Contact: Kimberly Southern, Chief People Officer

Title:

Consideration of a motion to go into Executive Session for the purpose of receiving legal advice, determining positions, developing strategy, and instructing negotiators all related to the 2026 Greeley Fire Fighters International Association of Fire Fighters Local 888 (L888) collective bargaining agreement negotiations

Summary:

An executive session is needed to inform the City Council of the upcoming L888 negotiations, provide legal advice to Council, and seek Council positions, strategy, and instructions for negotiations. If Council concurs, a motion to adjourn into Executive Session is needed.

Fiscal Impact:

None

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Safe and Secure Communities

Decision Options:

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

Council's Recommended Action:

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Sections 24-6-402(4)(b) and 24-6-402(4)(e)(I), and Greeley Municipal Code Sections 2-151(a)(2) and 2-151(a)(5): To receive legal advice related to L888 collective bargaining agreement negotiations and to determine positions, develop strategy, and instruct negotiations regarding collective bargaining with the L888.

Attachments:

None

Council Agenda Summary

Title:

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

Council Agenda Summary

Title:

Scheduling of Meetings, Other Events

Summary:

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Planning Calendar and Schedule for City Council Meetings and Work Sessions and make any necessary changes regarding any upcoming meetings or events.

Attachments:

Council Meetings and Other Events Calendar
Council Meeting and Work Session Schedule

Council Meetings and Other Events Calendars

February 16 – March 13, 2026

Tuesday, February 17, 2026

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

Wednesday, February 18, 2026

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

Thursday, February 19, 2026

- Downtown Development Authority 7:30 a.m. (802 9th Street, Greeley CO 80631)
- Airport Authority 3:30 p.m. Greeley-Weld Airport (600 Airport Road, Greeley CO 80631)
- Chamber of Commerce Shoot for the Moon: 2026 Annual Dinner 5:30 p.m. Island Grove Event Center (421 N 15th Ave, Greeley, CO 80631)

Tuesday, February 24, 2026

- **City Council Work Session Meeting Cancelled due to Special Election**

Tuesday, March 3, 2026

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

Wednesday, March 4, 2026

- ADEO Brain Injury Awareness Grand Opening 3 p.m. Location TBD

Thursday, March 5, 2026

- Island Grove Advisory Board 3:30 p.m. (600 N. 14th Ave Greeley CO 80631)

- North Front Range MPO Meeting 6 p.m. Fort Collins Colorado River Community Room (222 LaPorte Avenue Fort Collins, CO 80521)

Tuesday, March 10, 2026

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

Friday, March 13, 2026

- Greeley Fire Department's Awards & Recognition Ceremony Dinner 6 p.m. Greeley Recreation Center (651 10th Ave, Greeley, CO 80631)

2026 Council Meeting/Work Session Agenda Items Schedule

02/09/2026

Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
February 24, 2026 City Council Work Session Meeting	Cancelled due to Special Election		
March 3, 2026 City Council Regular Meeting	Minutes - Feb. 3 & Feb. 17 Regular Meeting	Heidi Leatherwood	Consent
	Resolution - West Lowell Annexation/Establishment of Zoning (Tentative)	Michael Franke/Don Threewitt	Consent
	Resolution - Contract with Standard & Poor Global for Credit Rating Service	Allena Portis	Consent
	Resolution - Professional Services Contract - TRC - Greeley Intersection Cross Pan Design	Wendy Bethel	Consent
	Resolution - Professional Services Contract - Infrastructure Strategies LLC - Capital Program Advisory Services	Wendy Bethel	Consent
	Intro & 1st Rdg Ord - Adopting Wildfire Resiliency Code	Brian Kuznik	Consent
	PH & 2nd Rdg Ord - setting compensation for Municipal Judge	Deedra Severin	Regular
	PH & 2nd Rdg Ord - setting compensation for City Attorney	Deedra Severin	Regular
	PH & 2nd Rdg Ord - Prohibition on Greywater Collection Ordinance of Title 20, Chapter 3, Article 3 of the Code	Sean Chambers	Regular
	PH & 2nd Rdg Ord - Eminent Domain for Boyd Waterlines	Sean Chambers	Regular
	West Greeley Project Update	Allena Portis	Regular
March 10, 2026 City Council Work Session	Executive Session	Martha Lanaghen	WS
March 17, 2026 City Council Regular Meeting			
	UNC Spring Update	Mayor	Intro
	Minutes - March 3 Regular Meeting	Heidi Leatherwood	Consent
	Proclamation - Red Cross Month	Mayor	Intro
	Minutes - March 3 Regular Meeting	Heidi Leatherwood	Consent
	Resolution - Comprehensive Financial Policies	Kirk Jones	Consent
	Resolution - MOU with West Greeley GID's and Water and Sewer Enterprises	Sean Chambers	Consent
	Intro & 1st Rdg Ord - Water Revenue Improvement Revenue Bonds Series 2026	Robert Miller	Consent
	Intro & 1st Rdg Ord - First-Lien Sewer Improvement Revenue Bonds Series 2026	Robert Miller	Consent
	Intro & 1st Rdg Ord - Appropriation of 2026	Nathan Mosley	Consent
	PH & 2nd Rdg Ord adopting Wildfire Resiliency Code	Brian Kuznik	Regular
March 24, 2026 City Council Work Session			
	Eastside Area Plan Update	Doug May/Don Threewitt	WS
	Consensus - Communities Strategic Plan Reducing Homelessness	Mandy Shreve	WS
	Consensus - Affordable Housing Incentive Policy	Kaileen Whaley/Deb Callies	WS
	Spin Pilot & Micromobility Update	Hanna Feldmann/Bret Naber	WS
April 7, 2026 City Council Meeting			
	Intro & 1st Rdg Ord - Setting forth procedure for City Appointments to 501 (c)(3) Board (Hold)	John Herge/Bret Naber	Consent
	Intro & 1st Rdg Ord - West Lowell Annexation/Zoning	Michael Franke/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Reappointment of Municipal Judge Mark Gonzales	Martha Lanaghen	Consent
	PH & 2nd Rdg Ord - Water Revenue Improvement Bonds Series 2026	Robert Miller	Regular
	PH & 2nd Rdg Ord - First-Lien Sewer Improvement Revenue Bonds Series 2026	Robert Miller	Regular
	PH & 2nd Rdg Ord - Appropriation of 2026	Nathan Mosley	Regular
April 14, 2026 City Council Work Session			
	Code Compliance Process Improvement Update	Buxton Demers	WS
	Weld County Hazard Mitigation	Dom Tatti/ Peter Perez	WS
	Moral Obligation and Appropriation Pledge	John Herge/Bret Naber	WS
	City Image and Branding Update	Winna Ironkwe	Regular
April 21, 2026 City Council Meeting	Resolution - Weld County Hazard Mitigation	Dom Tatti/ Peter Perez	Consent
	Resolution - Council Appointments to 501 (c)(3) board (tentative)	John Herge/Bret Naber	Consent
	Resolution - Affordable Housing Incentive Policy	Deb Callies	Consent
	Resolution - Approving Moral Obligation and Appropriation Pledge	John Herge/Bret Naber	Consent
	PH & 2nd Rdg Ord - Setting forth procedure for City Appointments to 501 (c)(3) Board (Hold)	John Herge/Bret Naber	Regular
	PH & 2nd Rdg Ord - West Lowell Annexation/Zoning	Michael Franke/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Reappointment of Municipal Judge Mark Gonzales	Martha Lanaghen	Regular
April 28, 2026 City Council Work Session			
	Q2 Finance/Budget Update	Robert Miller/Nathan Mosley	WS
	Follow Up CPRD Combining Boards	Megan Weiler/Diana Frick	WS

Council Agenda Summary

Title
Adjournment