

Greeley City Council Agenda

Regular Meeting
Tuesday, June 2, 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/87515991027>

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
Craig Huddleston - Ward I
Deb DeBoutez - Ward II
Johnny Olson - Ward III
Brian Rudy - Ward IV
Ryan Roth - At-Large



City Council Regular Meeting Agenda

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via Zoom at: <https://greeleygov.zoom.us/j/87515991027>

1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Recognitions and Proclamations
 - a. Pride Month Proclamation
 - b. Honoring the University of Northern Colorado Women's Volleyball Team June 2026 International Tour to Japan
 - c. What's Great About Greeley Report?
 6. Citizen Input
 7. Reports from Mayor and Councilmembers
 8. Initiatives from Mayor and Councilmembers
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The Consent Agenda is a meeting management tool to allow the City Council to handle several routine items with one action.

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

9. Motion to approve the City Council Meeting Proceedings of May 5, 2026 and City Council Work Session Proceedings of May 12, 2026
10. Motion to cancel the June 23, 2026 Work Session
11. Resolution Authorizing the City to Enter into a contract for professional services between the City of Greeley and Ralph L. Wadsworth Construction Company, LLC for the Downtown Stormwater Capital Improvement Projects
12. Resolution authorizing the City to enter into an intergovernmental agreement with the Colorado Department of Transportation for the maintenance of segments of the state highway system within the City of Greeley
13. Resolution approving the Intergovernmental Agreement between the Greeley Urban Renewal Authority and the City of Greeley regarding the 10th Street TIF District Tenant Relocation Project
14. Resolution of the Greeley City Council officially naming the new dog park, "The Barkyard"
15. Resolution of the Greeley City Council officially naming the Triple Creek Natural Area
16. Resolution of the Greeley City Council officially naming Ferguson Park
17. Introduction and first reading of fifteen ordinances annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as "Great Western Industrial Park (GWIP) Serial Annexations No. 1 through No. 15," located generally south of Eastman Park Drive, east of State Highway 257, west of Great Western Drive, and north of Weld County Road 62 1/4, into the City of Greeley. The subject sites are comprised of a total of 325.63 acres.
18. Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, to establish I-H (Industrial High Intensity) and C-D (Conservation District) zoning for property located generally south of Eastman Park Drive, east of State Highway 257, west of Great Western Drive, and north of Weld County Road 62 1/4, into the City of Greeley. The subject site is comprised of 325.63 acres.

End of Consent Agenda

19. Pulled Consent Agenda Items
20. Motion for approval of the Private Activity Bond request allocations based on available funding
21. Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the West Greeley Project
22. Motion to go into Executive Session for the purposes of receiving legal advice, determining positions relative to matters subject to litigation and negotiations, developing strategy for litigation and negotiations, and instructing negotiators related to disputes with the Town of Windsor ("Windsor"), including the pending lawsuit concerning wastewater services (Case No. 25CV30355) and objections to the annexation into the City of Greeley ("Greeley") of certain properties bordering Windsor

23. Motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances
24. Scheduling of Meetings, Other Events
25. Adjournment



Council Agenda Summary

Item: 5.

Title:

Recognitions and Proclamations

Summary:

Mayor Hall will present the following proclamations:

- Pride Month
- Honoring the University of Northern Colorado Women's Volleyball Team June 2026 International Tour to Japan

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

Attachments:

Pride Month Proclamation

Honoring the University of Northern Colorado Women's Volleyball Team June 2026 International Tour to Japan Proclamation

What's Great About Greeley Report?



Pride Month

WHEREAS, the month of June is recognized as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) “Pride Month” across the country; and

WHEREAS, all human beings are born free and equal in dignity and rights. LGBTQ individuals have had immeasurable impact to the cultural, civic, and economic successes of our country; and

WHEREAS, the City of Greeley is committed to supporting visibility, dignity and equality for LGBTQ people in our diverse community; and

WHEREAS, this nation was founded on the principle that every individual has infinite dignity and worth, and it is called upon of the people of this community to embrace this principle and work to eliminate prejudice everywhere it exists; and

WHEREAS, celebrating Pride Month promotes awareness and provides support for Greeley’s LGBTQ community, and is an opportunity to act and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

NOW, THEREFORE, I, Dale Hall, by virtue of the authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim the month of June 2026, as *Pride Month* in the City of Greeley in support of the LGBTQ community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley on this 2nd day of June 2026.

Dale Hall Mayor



Honoring the University of Northern Colorado Women's Volleyball Team June 2026 International Tour to Japan

WHEREAS, The University of Northern Colorado Women's Volleyball Team will represent the University and the State of Colorado during an international tour to Japan in June of 2026; and

WHEREAS, this foreign tour will provide student-athletes with the opportunity to compete internationally, experience cultural exchange, and serve as ambassadors of goodwill through the sport of volleyball; and

WHEREAS, the City of Greeley proudly recognizes Moriya, Japan, as its sister city, reflecting a longstanding commitment to international friendship, cultural exchange, and mutual understanding; and

WHEREAS, the University of Northern Colorado Women's Volleyball Team will proudly represent their institution, community, and nation with integrity, sportsmanship, and Bear Pride throughout their visit to Japan."

WHEREAS, this international engagement strengthens the bonds between Greeley and Moriya and reinforces our shared values of education, collaboration, and global citizenship;


NOW, THEREFORE, I, Dale Hall, by virtue of the authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim June 2, 2026 as "University of Northern Colorado Women's Volleyball International Goodwill Tour Day" in the City of Greeley, and encourage all residents to recognize and celebrate the team's dedication, achievement, and representation of our community on the global stage.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, this 2nd day of June 2026.

Dale Hall
Mayor



City Council Meeting
June 2, 2026

An aerial photograph of a city, likely Denver, Colorado, showing a mix of urban buildings, green spaces, and a large body of water in the foreground. In the background, a range of mountains is visible under a clear sky. A large, white, semi-transparent banner is overlaid across the center of the image, containing the text of the Athenian Oath.

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

- Athenian Oath

Greeley West Teacher Manuel Robles Inducted into Boxing Hall of Fame

- He was recognized for his longtime contributions to amateur boxing across Colorado, New Mexico, and Wyoming.
- He uses the discipline, resilience, and work ethic he learned through boxing to help students build character and overcome personal and academic challenges.



University High Advances to 3A State Finals for Baseball

- Advanced to the finals after defeating Eaton on May 23 at Butch Butler Field.



UNC's Camryn Luksa Receives Prestigious Fulbright Scholarship

- The eighth student in UNC's history to earn this recognition.
- Her achievement highlights the talent, leadership, and global perspective being developed right here in Greeley.







Council Agenda Summary

Title

Citizen Input

Summary

You are welcome share comments or speak on agenda items that are not part of a public hearing. Each speaker will have up to 3 minutes. Council will listen closely to comments and may have staff follow up on specific questions.

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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	Landscape standards will be presented at the June 9 work session.	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. DTA prepared two impact fee studies: One for West Greeley, one for the rest of the City. Post-review of the studies determined West Greeley should have an assessment and impact fees should be Citywide. DTA is finalizing the GID Assessment first, then the Citywide impact fee study. City Council adopted the 2026 impact fees utilizing Raefelis fee methodology. It is anticipated that the new study will be brought to Council	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. Staff presented at the April 14, 2026 WS.	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.	Received proposals on 2/13 and now in the evaluation Started phase 1 (procedures chapter). Remaining phases are on HOLD pending budget decisions. The audit report is complete and will be provided in City Council's June 9 worksession packet. Larger Development Code updates will be brought forward in late 2026 and in 2027	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.	Staff will return to Council for update. TBD.	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.	Staff working on implementation strategy/timeline and will bring ordinance to council TBD.	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.	Presentation scheduled May 26, 2026 WS.	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.	EDUR intends to present a resolution at the May 19 Council Meeting to form the Task Force and have the Mayor appoint and recognize a Chairperson. The Chair will then conduct the rest of the proceedings to finalize the creation of the Task Force, with final selection of the total task force coming in the following weeks. All associated public facing correspondence (press release, LinkedIn, etc.) queued up ready to go. The Strategic Teams document is updated to reflect necessary changes with respect to Housing target participants, and contains a robust list of prospective candidates. Per CAO - The Task Force is subject to Open Meetings Law and will be formed under the same rules and procedures as a permanent Board or Commission. Staff will present at the May 12 work session to obtain consensus from council on how to proceed with the next steps	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.	CCO, PD, EDUR, CD, Budget, and HPG have reviewed information from neighboring communities and compiled a report including, revenue projections, licensing practices, costs, staff support, enforcement and other impacts. Staff is preparing a report to be sent to council in a CM Friday memo.	CD/CCO
06-2026	Butler	Signs in Parkways and Enforcement	Council Meeting 2/17/2026	Staff to look at Sign Code section that relates to parkways and enforcement. Parkway is an area that homeowners have between the sidewalk and curb and the current code is not clear on whether a sign can be placed in that area. Therefore the request is for staff to bring back information on this and options to change that code. Particular one of the options being that homeowners can place signs in this area and allow an opportunity for council to discuss.	Staff is bringing draft Sign Code updates for City Council consideration at the June 9 worksession.	Code Compliance/CD
05-2026	Rudy	Hours Bathroom Facilities are open in City Parks	Council Meeting 05/19/2026	A second grade classroom (Ms. McCall Fred Tajardes School of Innovation) spoke, requesting the bathrooms in local parks be open from March to November instead of May to September. Council reached consensus to have staff research the possibility of doing		



Council Agenda Summary

June 2, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to approve the City Council Meeting Proceedings of May 5, 2026 and City Council Work Session Proceedings of May 12, 2026

Summary:

Council met on May 5 for regular business and actions. On May 12, Council met for a work session to receive information and provide direction to staff.

Fiscal Impact:

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

No Impact

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

High-Performance Government

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. 05.05.2026 Regular Meeting Draft Minutes
2. 05.12.2026 Work Session Draft Minutes

City of Greeley, Colorado
City Council Meeting Proceedings
Tuesday, May 5, 2026

1. Call to Order

Mayor Hall called the meeting to order at 5 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

3. Roll Call

City Clerk Heidi Leatherwood called the roll.

The following were present:

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

4. Approval of the Agenda

None.

5. Recognitions and Proclamation

Small Business Week Proclamation

Mayor Hall read the Small Business Week Proclamation at 5:01 p.m. Present to accept were Kimberly Ponce and Jamie Henning.

Economic Development Week Proclamation

Mayor Hall read the Economic Development Week Proclamation at 5:05 p.m. recognizing. Interim Deputy Director of Economic Development Derrek Jerred accepted on behalf of the Economic Development and Urban Revitalization (EDUR) team, introducing team members.

Mental Health Month Proclamation

Mayor Hall read the Mental Health Month Proclamation at 5:10 p.m. Community Outreach Director Micaela Sanchez accepted on behalf of North Range Behavioral Health.

Natural Police Week Proclamation

Mayor Hall read the National Police Week Proclamation at 5:15 p.m. Deputy Police Chief Mike Zeller was present to accept and invited the community to the Weld County Law Enforcement Memorial on May 14 at 6:00 p.m. to honor officers killed in the line of duty in 2025.

What's Great About Greeley Report

Councilmember Roth presented the "What's Great About Greeley" report, at 5:18 p.m.

6. City of Greeley Council Ward I Councilmember Interviews

Mayor Hall explained the panel interview process for filling the Ward I vacancy. City Clerk Leatherwood administered questions to the six finalists:

- Robert Casey
- Craig Huddleston
- Gabriel Llanas
- Kyle Rush
- Kimberly Soper
- Gregory Yielding

City Clerk Heidi Leatherwood asked the following questions:

1. What is the most critical issue facing the city in the next five years?
2. What is working well in Ward 1?
3. What is the single most important issue in Ward 1?

Councilmembers also had follow-up questions.

City Clerk Leatherwood distributed ballots to Council. A selection was made during the first round of ballots. Mayor Hall announced that Craig Huddleston was selected to fill the Ward I vacancy, and the oath of office would take place on May 19. City Clerk staff would coordinate the onboarding process.

7. Citizen Input

1. Connie Garcia spoke about fence installation and right-of-way restrictions. She also spoke about the abandoned Marriott Hotel on Highway 34. Mayor Hall requested that Acting City Manager McBroom delegate staff to follow up.
2. Bill Gillard spoke about the Catalyst project and estimated that \$13.5 million in annual net revenue could be generated. He spoke voiced the need for transparency of the project.
3. Steve Teets spoke about VIA transit service for wheelchair users, constant bus brake noise, and needed transparency for the downtown project.
4. Rachel Burdan spoke about the West Greeley Project Citizen Oversight Committee and encouraged the members to read all feasibility studies.
5. Mary Metzger spoke about the Oversight Committee needing more diversity.
6. Evan Peterson spoke about the Ward I appointment process, the Catalyst Project and spending priorities.

8. Reports from Mayor and Councilmembers

Councilmember Rudy participated at the Greeley Senior Center in a roundtable event and followed up with staff on questions he could not answer.

Mayor Pro Tem McDonald highlighted the Greeley Philharmonic's Beethoven/Bernstein concert and invited the public to the Colorado Dance Collective's spring showcase at the UNC Campus Commons on Saturday at 6 p.m.

Councilmember Roth attended the UNC Bear Fest and the Cinco de Mayo celebrations, and the Greeley Philharmonic concert.

Mayor Hall attended the NOCO Foundation Housing Forum noting a new down payment assistance program.

Councilmember DeBoutez announced office hours on Wednesday May 6 at 9 a.m. at Margie's Java Joint.

9. Initiatives from Mayor and Councilmembers

None.

Consent Agenda

10. Motion to Approve the City Council Meeting Proceedings of April 7, 2026, and City Council Work Session Proceedings of April 14, 2026

11. Resolution Authorizing the City to Enter into a Contract for Professional Services between the City of Greeley and Mark Thomas & Company Inc. for Additional Services for the Downtown Campus Project

12. Resolution Authorizing the City to Enter into a Contract for Consulting Services between the City of Greeley and Logan Simpson for Development Code Updates

13. Resolution of the City of Greeley City Council Authorizing the City to Enter into an Intergovernmental Agreement with Weld County for the Exchange of Real Property

14. Resolution to Appoint Brian McBroom to the Position of City Manager for the City of Greeley

15. Introduction and First Reading of an Ordinance Authorizing a Salary and Certain Benefits for the City Manager

16. Introduction and First Reading of an Ordinance Authorizing the Acquisition of Real Property for the 12th St Outfall and Potable Water Infrastructure

17. Introduction and First Reading of an Ordinance Changing the Official Zoning Map for the Uptown Rezone ZON2024-0002

18. Introduction and First Reading of an Ordinance Changing the Official Zoning Map for the 'Schmerge' Annexation

19. Introduction and First Reading of an Ordinance Changing the Official Zoning Map for the 'Kinnison' Annexation

End of Consent Agenda

Mayor Pro Tem McDonald pulled item 13. Councilmember DeBoutez pulled item 17.
Councilmember Olson moved to approve consent agenda items 10-12, 14-16, and 18-19. Councilmember Rudy seconded the motion. The motion passed 6-0 at 6:50 p.m.

20. Pulled Consent Agenda Items

Item 13 - Resolution of the City of Greeley City Council authorizing the City to enter into an Intergovernmental Agreement with Weld County for the exchange of real property

Mayor Pro Tem McDonald asked whether the land trade agreement was contingent on any specific development or simply a property exchange among partners. Deputy City Manager Kelli Johnson confirmed and added that the agreement facilitates the land exchanges necessary for the City, Weld County, and the school district to each own their respective portions of the downtown campus site. No development agreement was implied.

Mayor Pro Tem McDonald further inquired about the fiscal impact and the breakdown of the previously approved \$10.7 million predevelopment budget. Ms. Johnson explained that the \$10.7 million covered predevelopment costs including land acquisition, demolition, project management, and soft costs, and that these funds were not directed to private developers.

Councilmember Olson acknowledged the ongoing budget discussions related to both the West Greeley and downtown projects and sought confirmation that approval of this land trade did not commit the City to move forward with the development component. Ms. Johnson confirmed that the resolution authorized only the land exchange, and that the path forward on development remained a separate discussion for Council.

Councilmember Olson moved to adopt the resolution. Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 6:55 p.m.

Item 17-Introduction and First Reading of an Ordinance Changing the Official Zoning Map for the Uptown Rezone ZON2024-0002

Councilmember DeBoutez asked about the rezoning of approximately 290.56 acres at the gateway to Greeley from Highway 34, noting it was the last remaining Holding Agriculture (HA) parcel in that corridor. She questioned whether the proposed base zoning — Commercial High Intensity (C-H) and Industrial Medium Intensity (I-M) were consistent with the Comprehensive Plan, which she said identified the area for a community separator, a business park, and major employers. She also questioned why a Planned Unit Development (PUD) was not pursued to give the City greater design control over this prominent entry corridor.

Interim Director of Community Development Don Threewitt responded that the applicant applied for base zoning because it met their development intentions. He clarified that the community separator on the western edge of the property would be maintained throughout any subsequent development process, and that the proposed zoning was consistent with both the relevant Intergovernmental Agreement and the Comprehensive Plan's vision for highway-level commercial development along Highway 34.

Mr. Threewitt also addressed Councilmember DeBoutez' s concern about compatibility with the adjacent Delantero PUD, confirming that the two plans' adjacent land uses are compatible as currently envisioned.

Councilmember DeBoutez stated for the record that she hoped the applicant was listening and urged creative, aesthetically distinctive design.

Councilmember Rudy moved to introduce the ordinance and schedule the public hearing and second reading for May 19, 2026. Councilmember Olson seconded the motion. The motion passed 6–0 at 7:07 p.m.

21. Resolution and Public Hearing Approving an Amendment to the Consolidated Service Plan for Delantero Metropolitan District Nos. 1 – 10

Interim Director of Community Development Don Threewitt introduced the item at 7:03 p.m.

Mr. Threewitt presented the request to amend the previously approved service plan for Delantero Metropolitan District Nos. 1–10 to expand the inclusion area. The amendment incorporated approximately 300 acres known as Delantero South (annexed in 2024 under the L&T Annexation and zoned Residential Estate, Residential Low, and Residential Medium).

The area is north of County Road 54 and west of Highway 257. Staff found the proposal consistent with the approval criteria in Chapter 12 of the Development Code and recommended approval.

Councilmember Olson noted the proximity of County Road 17 and US 34 improvements underway and emphasized the need for right-of-way dedication through the development process. Mr. Threewitt confirmed the developer was aware of and supportive of planned regional transportation improvements.

Mayor Hall opened the public hearing at 7:07 p.m.

1. Steve Teets spoke against amending Delantero Metropolitan Districts' service plan.
2. Bill Gillard spoke about increased traffic on Highway 34. He suggested collaboration with the State for a four-lane expansion to meet development demands.

With no further comments the public hearing closed at 7:11 p.m.

Mayor Pro Tem McDonald moved to adopt the resolution. Councilmember Rudy seconded the motion. The motion passed 6–0 at 7:11 p.m.

22. Resolution and Public Hearing Making Certain Findings of Fact and Conclusions Regarding Proposed Annexation of 'Great Western Industrial Park' (GWIP)

Interim Director of Community Development Don Threewitt introduced the item at 7:11 p.m.

Mr. Threewitt presented the serial annexation of the Great Western Industrial Park (GWIP), comprised of 15 separate annexation parts totaling 325.85 acres.

Mr. Threewitt clarified that the hearing references eligibility for annexation under Colorado Statute §§ 31-12-104 and 31-12-105, and does not constitute the official annexation, which is scheduled for an ordinance hearing on June 16, 2026. Staff found that each of the 15 parts met the required contiguity threshold of at least one-sixth (16.67%) with Greeley's city boundaries, that a community of interest exists, and that the areas are urban or will be urbanized in the near future.

Applicant representative Mark Savala, Senior Development Manager with Burrow Real Estate Group, stated the development was viewed as a significant economic development opportunity, particularly in connection with the City's primary employer water bank, and that the applicant has been working closely with staff on uses and industrial recruitment.

Councilmember Olson spoke about Windsor's opposition to the annexation and asked Savala directly why the applicant was seeking annexation into Greeley rather than Windsor. Mr. Savala explained that the types of industrial employers they intend to recruit are best supported by Greeley's water resources, and that the corridor connecting the property to Greeley was intentionally created by a previous property owner to preserve the ability to choose the most appropriate municipal service provider.

Mayor Hall opened the public hearing at 7:17 p.m.

1. Scott Ballstadt, represented the Town of Windsor's Community Development Department and spoke about Windsor's request for Council to pause the application and meet with the Windsor Town Board to explore partnership opportunities.
2. Steve Teets spoke against the annexation, citing the City's budget constraints and Highway 34 congestion.

With no further speakers, the public hearing closed at 7:21 p.m.

Councilmember McDonald moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" GWIP Annexation No. 1, comprised of 0.002 acres. Councilmember Roth seconded the motion. The motion passed 6-0 at 7:22 p.m.

Councilmember Olson moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 2, comprised of 0.006 acres. Councilmember Rudy seconded the motion. The motion passed 6-0 at 7:22 p.m.

Councilmember Rudy moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 3, comprised of 0.016 acres. Councilmember Roth seconded the motion. The motion passed 6-0 at 7:23 p.m.

Councilmember Olson moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 4, comprised of 0.059 acres. Councilmember McDonald seconded the motion. The motion passed 6-0 7:23 p.m.

Councilmember Olson moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 5, comprised of 0.255 acres. Councilmember Rudy seconded the motion. The motion passed 6-0 at 7:24 p.m.

Councilmember Rudy moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 6, comprised of 0.306 acres. Councilmember Roth seconded the motion. The motion passed 6-0 at 7:25 p.m.

Councilmember Roth moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 7, comprised of 0.37 acres. Councilmember McDonald seconded the motion. The motion passed 6-0 at 7:25 p.m.

Councilmember Rudy moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 8, comprised of 1.134 acres. Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 7:26 p.m.

Councilmember Roth moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 9, comprised of 0.001 acres. Councilmember Rudy seconded the motion. The motion passed 6-0 at 7:27 p.m.

Councilmember Olson moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 10, comprised of 0.005 acres. Councilmember Rudy seconded the motion. The motion passed 6-0 at 7:27 p.m.

Councilmember Rudy moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 11, comprised of 0.016 acres. Councilmember Olson seconded the motion. The motion passed 6-0 at 7:28 p.m.

Councilmember Rudy moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 12, comprised of 0.055. Councilmember Roth seconded the motion. The motion passed 6-0 at 7:29 p.m.

Councilmember McDonald moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 13, comprised of 0.256 acres. Councilmember Rudy seconded the motion. The motion passed 6-0 at 7:29 p.m.

Councilmember Olson moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 14, comprised of 0.732 acres. Councilmember Rudy seconded the motion. The motion passed 6-0 at 7:30 p.m.

Councilmember Rudy moved to adopt the resolution making certain findings of fact and conclusions regarding the proposed annexation of property known as "Great Western Industrial Park" for GWIP Annexation No. 15, comprised of 322.427 acres. Councilmember Roth seconded the motion. The motion passed 6-0 at 7:30 p.m.

23. Motion to go into Executive Session for Matters Related to the 2026 Greeley Fire Fighters L888 Collective Bargaining Agreement Negotiations

A motion to enter executive session pursuant to C.R.S. §§ 24-6-402(4)(b) and 24-6-402(4)(e) and Greeley Municipal Code §§ 2-1518(2) and 2-1518(5) to receive legal advice and to determine positions, develop strategy, and instruct negotiators regarding the 2026 Greeley Firefighters IAFF Local 888 Collective Bargaining Agreement negotiations.

Mayor Pro Tem McDonald moved to approve the motion. Councilmember Rudy seconded the motion. The motion passed 6-0 at 7:32 p.m.

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

Councilmember Olson moved to approve the motion. Mayor Pro Tem McDonald seconded the motion. The motion passed with a voice vote 6-0 at 7:33 p.m.

25. Scheduling Meetings, Other Events

None.

26. Adjournment

With no further business to come before Council, Mayor Hall announced the meeting was adjourned at 7:33 p.m.

23. Motion to go into Executive Session for Matters Related to the 2026 Greeley Fire Fighters L888 Collective Bargaining Agreement Negotiations

Mayor Dale Hall started the Executive Session at 7:47 p.m. in the Colorado Room. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers were present along with City Attorney Stacey Aurzada, City Manager Brian McBroom, Assistant City Manager Kimberly Southern, Fire Chief Brian Kuznik, Deputy Fire Chief Chris Ellmer, Director of Budget and Policy Nathan Mosley, and Assistant City Attorney Ned Chapin.

The executive session was for the purpose of conferring with the City Attorney to receive legal advice and to determine positions, develop strategies, and provide instructions to negotiators regarding collective bargaining as provided under C.R.S. Section 24-6-402 (4)(b) and 24-6-402 (4)(e)(l), and Greeley Municipal Code Section 2-151(a)(2) and 2-151(a)(5).

Mayor Hall cautioned each participant in the executive session to confine discussion to the stated purpose and reminded everyone that no formal action may occur in executive session. He asked if at any point in the executive session any participant believes that the discussion was going outside the proper scope of the executive session, to please interrupt the discussion and raise an objection.

The Executive Session concluded at 8:21 p.m.

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

Approved:

Mayor

Attested:

City Clerk

City of Greeley, Colorado
City Council Work Session Proceedings
Tuesday, May 12, 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 Heidi Leatherwood called the roll.
The following were present:

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

Mayor Pro Tem McDonald attended the Colorado Dance Collective showcase, a talented initiative in partnership with School District 6. She attended the Fred Otis School to speak with second graders about the role of elected officials.

Councilmember Roth noticed the 2026 graduates of the University of Northern Colorado and attended the master's and doctorate ceremony celebrating his son's accomplishment.

Mayor Hall reminded council that an email from the High Plains Library Board vacancy committee seeking an interview volunteer had been sent out. Councilmember Roth volunteered.

5. Culture, Parks and Recreation Department (CPRD) Cost Recovery Framework and Implementation

Deputy Director of Culture, Parks, and Recreation Jill Krantz introduced the item at 6:04 p.m.

Ms. Krantz noted that the cost recovery framework project grew out of the department's 2025 Master Plan, which identified the need for deeper financial analysis of programs, resource allocation, and long-term maintenance sustainability.

Consultant Chris Nunes presented the framework. He explained that cost recovery is understanding what programs cost, relative to revenue they generate, and establishing a principled, defensible rationale for how programs are priced and subsidized.

The framework organized programs into a three-tier spectrum:

- community benefit,
- shared benefit, and
- individual benefit.

The analysis included pro forma reviews of over 100 programs and a stakeholder survey of advisory board members, which achieved a 38% response rate. The market was benchmarked against approximately 10-peer communities in Northern Colorado.

Key findings included wide and inconsistent pricing across comparable programs, lack of rational criteria connecting program type to pricing, and significant opportunities to improve efficiency in program design, staffing, and facility use. The consultant emphasized that the framework is primarily about expense management, not simply raising fees.

A phased implementation approach was presented, beginning with park and pavilion fees in preparation for the 2027 budget, followed by more comprehensive programming cost analysis in later phases.

Councilmember DeBoutez asked how programs such as parks and museums—which carried less measurable economic return but deep cultural and civic value—were weighted in the framework. Mr. Nunes noted that the stakeholder survey informed how programs were categorized, and that cultural programs had broad community support for subsidies under the community benefit tier.

Councilmember Rudy asked about why general citizens were not included in the survey. Mr. Nunes explained that vested stakeholders with operational understanding of government budgeting were targeted specifically, since general public respondents tend to universally oppose fees regardless of fiscal context.

Councilmember Roth asked for early and transparent public communication as pricing changes are implemented.

Councilmember Olson echoed the request, noting that with roughly 116,000 residents mostly uninformed about these meetings, delayed communication risks public backlash. He also underscored the value Greeley already provides in parks acreage (23.28 acres per 10,000 residents versus a national average of 15.23) and was concerned about deferred maintenance. He stressed that lower-income families depend on these programs and that youth participation should not be priced out of reach.

Councilmember DeBoutez noted that youth programs face coaching shortages, which limits participation more than fees. Deputy Director Krantz confirmed that an existing scholarship/assistance program provided up to \$150 per qualifying participant.

Council consensus was to support the framework and phased implementation approach.

Mayor Hall thanked staff and the consultant for the information.

6. 2027 Budget Development Update

Director of Budget and Policy Nathan Mosley introduced the item at 6:30 p.m.

Mr. Mosley presented an update on the 2027 Budget Development process, framing the discussion around a structural general fund deficit requiring significant and immediate course correction.

Mr. Mosley described the scope of the challenge: the projected deficit equates to approximately 12% of general fund expenditures due to a pronounced reversal in revenue and expenditure trends. From 2017 to 2021, revenues grew 41% while expenditure grew only 18%. Since 2021 revenues have grown only 18% while expenditures grew 56%. The result was a drawdown of fund balance, projected to reach 16.7% of general fund expenditures by end of 2026—equal to the minimum two-month reserve required by code.

For the 2027 budget, the city adopted a target-based budgeting approach. Revenue projections were developed early to establish department-level reduction targets. A cohort model was used, grouping departments into tiers with corresponding percentage reductions: Tier C (police, fire, OEM) at 4%; Tier B at 17%; and Tier A at 25%. The total projected deficit to be solved was over \$18.1M. Mr. Mosley clarified that tier assignments were not based on performance, but on council's previously stated strategic priorities from the February retreat.

A voluntary separation process was opened to give staff agency and to help departments understand workforce changes with final selection May 15 and outlined upcoming department budget work sessions.

Councilmember DeBoutez asked about water and sewer, noting those are enterprise funds. Mr. Mosley confirmed they were not part of the \$18.1 million general fund gap but noted that the water and sewer team was voluntarily examining their own budget to manage pressure on ratepayers. She also asked about the budget stabilization fund balance. Mr. Mosley estimated it at approximately \$4.6–\$4.9 million.

Councilmember Olson noted deficit causes, observing that grant-funding and other temporary revenues created a structural spending cycle. He requested examining the Capital Improvement Program for unspent or long-encumbered funds that could be reallocated or deferred.

Mayor Hall explained that council is more directly involved in the 2027 budget process and thanked staff for the ongoing work.

7. Quarterly Capital Improvement Program (CIP) Update

Deputy Director of Budget and Policy Katelyn Myers introduced the item at 6:58 p.m.

Ms. Myers explained that the first quarterly CIP update was designed to provide council with regular, transparent visibility into the capital program as a whole.

Ms. Myers proposed a new organizational framework grouping capital projects into six outcome-oriented categories:

- Safe and Accessible Public Buildings;
- Reliable Transportation and Mobility;

- Clean and Reliable Water, Sewer and Storm Systems;
- Parks, Recreation and Cultural Spaces;
- Community Growth and Place-Based Development; and
- Technology Systems and City Operations.

This structure was designed to better connect investment to community outcomes rather than organizing by technical fund or asset type.

Ms. Myers noted that debt financing and utility rates together represent nearly 60% of capital funding, with development fees at 14%. She emphasized that capital projects are largely funded through dedicated revenue sources and do not directly impact the operational general fund deficit.

A year-to-date spending chart was presented showing the proportion of capital budget spent, obligated under contract, and remaining unspent. Ms. Myers noted this chart would be tracked quarterly to show progress.

She also introduced a new reallocation accounts practice, wherein funds from paused or cancelled projects are held in a holding account for re-evaluation rather than sitting idle. She highlighted three specific examples:

- the Lincoln Park Master Plan redevelopment (on hold pending council direction),
- the River Restoration Phase 3 (paused, to be discussed May 26), and the
- Railroad Quiet Zone (shifted to a 2028 timeline due to negotiations with the railway and Public Utilities Commission, freeing up funds in 2026).

Four projects were highlighted for council awareness:

- the Wastewater Treatment and Reclamation Facility upgrades (approximately 25% complete);
- the Poudre River Trail narrow section repair (\$1.5 million budgeted, construction underway);
- the O Street and 59th Avenue intersection improvement (expected completion in June); and
- the Union Colony Civic Center orchestra pit lift replacement (\$1.2 million).

Councilmember Olson asked for visibility unspent dollar tied to projects that are programmed and budgeted but not yet under contract—so council can evaluate whether money is sitting idle, whether projects need to be canceled or delayed, and whether deferred maintenance is being addressed. Ms. Myers acknowledged the request and indicated the reporting framework would be refined accordingly.

Mayor Hall asked how deferred maintenance fit within the capital program. Ms. Myers explained it was captured both in department operating budgets for smaller repairs and in the CIP for larger projects. Asset management and deferred maintenance were high priorities heading into the 2027 budget.

Mayor Pro Tem McDonald requested that project start dates and estimated completion dates be included consistently in future reports.

Councilmember DeBoutez commented on the quiet zone delay, noting the project started in 2020 and residents ask about it frequently.

Mayor Hall thanked staff for the information.

8. Greeley Municipal Court Budget Proposal

Municipal Court Judge Mark Gonzales and Court Administrator Krista Bagnall introduced the item at 7:25 p.m.

Judge Gonzales presented the budget overview and position on the 2027 reduction targets and included operational data.

The target goal was to reduce operational expenditure by 17%. However, the judge presented scenarios demonstrating that cuts of 17% or 25% of the total budget would require eliminating probation services, reducing court marshals, or cutting clerical staff—each with serious downstream consequences including increased recidivism, reduced courtroom security, longer public wait times, and greater burden on police services.

The court's alternative proposal was a reduction of approximately \$52,000, representing roughly 3% of the total budget (or alternatively, 17% applied only to the general fund support allocation). Ms. Bagnall noted that eliminating 2.75 of 6.75 clerical positions would likely double check-in wait times on docket days and degrade phone response times from same-day to 48–72 hours.

Judge Gonzales also flagged unfunded mandates from the state legislature, including a new livestreaming requirement for bond hearings and a requirement to match state-set rates for court-appointed defense attorneys—rates that had recently increased from \$100 to \$105 per hour and are scheduled to rise to \$110 per hour as of July 1, ultimately reaching 75% of the federal rate (\$177/hour) on an incrementally compelled schedule.

Councilmember Rudy stated that he viewed the court as a public safety entity and believed it should have been tiered with police and fire at 4%.

Mayor Pro Tem McDonald thanked Judge Gonzales for the detailed presentation and supported the alternative general fund reduction.

Councilmember Olson noted that the court's net general fund request was small and that the court's revenue collection nearly covered that amount.

Councilmember DeBoutez asked whether technology or AI could reduce reliance on staff for probation function. Judge Gonzales explained that probation compliance required physical observation and legal documentation that could not be automated, and that current case management software remained the most cost-effective platform available.

Mayor Hall thanked staff for the information.

9. 2026 Ballot Measure Planning

Deputy Director Budget and Policy Kalen Myers introduced the item at 7:48 p.m.

Ms. Myers provided an update on the potential 2026 ballot measure, seeking council directions on whether to continue developing a proposal and under what parameters.

The presentation recapped guidance from the February council retreat, which indicated:

- interest in a combined public safety and homeless solutions measure;
- interest in a sunset provision of 5–10 years for the homeless component; and
- broad agreement on the need for complete transparency around use of funds.

Councilmember Olson asked whether the ballot should also address financing for the West Greeley project and downtown civic campus, noting that many residents associate the city's financial situation with those projects. Combining public safety and homelessness into a single measure could cause both to be denied.

Mayor Pro Tem McDonald preferred separate measures but would support a combined measure if polling indicated that it was favored.

Councilmember DeBoutez suggested the city's most pressing obligation to voters may be resolving the West Greeley project and asking for a public safety or homeless tax before settling that situation could undermine credibility.

Budget Director Nathan Mosley noted that the homeless component of a potential measure is one of the few areas where general fund expenses could be supplanted by a dedicated revenue source, potentially freeing up existing general fund dollars.

Staff outlined the timeline and cost for moving forward:

- polling in May–June
- program development
- public engagement and citizen committee formation

Staff cautioned that polling on too many topics simultaneously reduced the reliability of results, and more than two items on a ballot complicated voter decision-making.

Council reached consensus to proceed with polling on public safety and homeless solutions.

Council directed staff not to initiate polling on the larger capital projects (West Greeley, downtown civic campus) at this time, given the unresolved status of those matters.

Staff indicated they would develop draft polling questions, conduct the poll in June, and return with results, while beginning preparatory work on the public engagement track.

Mayor Hall thanked staff for the information.

10. Mayor's Task Force on Economic Development Update

Interim Director of Community Development Don Threewitt and Interim Deputy Director of Economic Development Derek Jerred introduced the item at 8:32 p.m.

Mr. Jerred presented the proposed structure for the Mayor's Task Force on Economic Development, requested by Mayor Hall, in January. Without deliberate action, the city risks continuing to export its labor force to competing communities.

The task force would consist of 20–30 members appointed by the mayor, including business leaders, educators, developers, small business owners, and diverse community members. After initial orientation, members would be assigned to one of six Strategic Action Teams based on subject matter expertise:

- Business and Industry;
- Small Business and Entrepreneurship;
- Workforce and Education;
- Development and Real Estate;
- Public and Regional Partners; and
- Community and Equity Voices.

The action teams would meet monthly or bimonthly, reporting back to a Committee of the Whole that meets quarterly. Staff would serve as the administrative support arm.

Deliverables over a 9–12-month timeline beginning in June include:

- identification of short-term "quick wins";
- long-term policy and investment strategies;
- a performance metrics and accountability framework; and
- a final Mayor's Economic Development Playbook to be brought to council for review and adoption.

Councilmember Olson asked where the full city council fits in the process, noting that prior task forces—such as the mayor's homeless task force—had not provided regular updates to non-participating councilmembers. Mr. Threewitt confirmed that council would receive regular updates as the committee of the whole develops recommendations, and that a draft playbook would come to council in a work session environment for feedback prior to finalization.

Councilmember Rudy referenced a presentation he had recently attended at the MPO that used a data tool comparing workforce commuting patterns between Greeley and Fort Collins, and suggested the tool be shared with the full council and incorporated into the task force's research.

Mayor Pro Tem McDonald asked whether Greeley appears on site selector lists used by companies considering expansion locations. Mr. Threewitt noted that staff were taking a proactive approach—visiting existing Greeley businesses to identify growth opportunities. Mr. Jerred explained that major employer attraction typically operates through site selectors who evaluate multiple locations nationally, and that Upstate Colorado plays a valuable role as an anonymous intermediary in that process.

Mayor Hall stated his expectation that the task force produces tangible results.

Mayor Hall thanked staff for the information.

11. Scheduling Meetings, Other Events

None.

12. Adjournment

With no further business to come before the Council, the meeting adjourned at 8:54 p.m.

Approved:

X

Dale Hall
Mayor

Attested:

X

Heidi Leatherwood
City Clerk



Council Agenda Summary

June 2, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to cancel the June 23, 2026 Work Session

Summary:

Several Councilmembers will be attending the Colorado Municipal League Conference and will be unavailable to attend the regularly scheduled Council Work Session on June 23, 2026.

Due to anticipated attendance limitations and to ensure adequate participation for Council discussion and direction, staff is requesting approval to cancel the June 23, 2026 Council Work Session.

Fiscal Impact:

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

No Impact

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

Approve the motion.

Attachments:

None



Council Agenda Summary

June 2, 2026

Key Staff Contact: Adam Prior, Chief Engineer, Karen Reynolds, Stormwater Manager, Seth Sorensen

Title:

Resolution Authorizing the City to Enter into a contract for professional services between the City of Greeley and Ralph L. Wadsworth Construction Company, LLC for the Downtown Stormwater Capital Improvement Projects

Summary:

The City desires to improve the resiliency of the City's downtown area against flooding by constructing new and upgrading existing stormwater infrastructure as part of the downtown stormwater capital improvements projects. The City seeks to accelerate these improvements to complete them within a period of seven to eight years in order to support the downtown campus and revitalization projects being planned by the City. In order to support this accelerated project schedule, the City has decided to utilize an alternative program manager/general contractor "PMGC" delivery method to support the Project.

This outlines a collaborative, and community-focused approach to planning, design, and delivery, of developing the program into a Progressive Design Build and Construction Manager At-Risk Contract (PDB/CMAR) ensuring alignment with the City of Greeley's (COG) long-term vision for economic development, safety, and quality of life. This project will be administered in phases. The initial phase of the Greeley Downtown Stormwater Project, as defined in this scope of work, is the Program Management Phase (Phase 0). Phase 0 serves as the foundation for the entire project, establishing the program structure, management processes, and guiding the development of subsequent design and construction phases. The Phase 0 Professional Service Agreement will be renewed each year as the project expands into the greater downtown area. Phase 0 Year 1 is to set up the foundation of the program as well as progress to subsequent Phase 1 (design) and Phase 2 (construction) tasks as budgets and schedule allow.

Fiscal Impact:

If approved, will this item result in a negative on the budget?

Negative Impact: One Time Amount \$1,000,000

Is it budgeted? Yes

If not, will it require a new appropriation? No

If yes, what source and fund will be used? Funding Source is Fund 432 - Stormwater Construction

Are there any long-term financial impacts? No

Is there grant funding for this item? No

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

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure and Mobility
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. 77, 2026 with Exhibit A
2. EXHIBIT B-1 – Phase 0 Professional Service Agreement of Program Management Services
3. Exhibit F Standardized Billing Rates

CITY OF GREELEY, COLORADO
RESOLUTION NO. 77, 2026

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GREELEY AND RALPH L. WADSWORTH CONSTRUCTION COMPANY, LLC FOR THE DOWNTOWN STORMWATER CAPITAL IMPROVEMENT PROJECTS

WHEREAS, the City desires to improve the resiliency of the City’s downtown area against flooding by constructing new and upgrading existing stormwater infrastructure as part of the downtown stormwater capital improvements projects, (the “Project”); and

WHEREAS, the City seeks to accelerate these improvements to complete them within a period of seven to eight years in order to support the downtown campus and revitalization projects being planned by the City. In order to support this accelerated project schedule, the City has decided to utilize an alternative program manager/general contractor “PMGC” delivery method to support the Project; and

WHEREAS, the City solicited qualifications from qualified teams to provide these PMGC services through a request for qualifications. A total of four qualified teams were evaluated by the City; and

WHEREAS, the most qualified consultant was determined to be Ralph L. Wadsworth Construction Company, LLC (“Consultant”) who submitted a proposal that was accepted by the City; and

WHEREAS, the City entered into an initial contract with Consultant for the sum of \$1,000,000 (One Million Dollars) for program management services (“Services”) on February 17, 2026; and

WHEREAS, the City desires to expand the scope of the initial contract through execution of an amendment to the existing contact with Consultant (“Amendment”) with a sum not to exceed \$4,510,605; and

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

WHEREAS, in accordance with Section 2-184 of the City of Greeley Municipal Code, the City Council must approve a contract for professional or consulting services (including task orders and amendments to existing contracts) in amounts of \$200,000 or more; and

WHEREAS, it is in the best interest of the citizens of the City to undertake the Project through execution of an Amendment to the initial contract for the Services with Consultant.

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

Section 1. The City Council hereby authorizes the City to enter into an Amendment with Ralph L.

Wadsworth Construction Company, LLC in the amount of \$4,510,605, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

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

INTRODUCED, PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

**EXHIBIT A
RESOLUTION NO. 77, 2026
CITY OF GREELEY**

AMENDMENT TO CONSULTING/PROFESSIONAL SERVICES AGREEMENT
Program Management Services F25-08-053 - PM/GC Downtown CIP Improvements Stormwater

This Amendment to Consulting/Professional Services Agreement (the “Agreement”) is made on June 2nd, 2026, by and between the City of Greeley (the “City”), and RALPH L. WADSWORTH CONSTRUCTION COMPANY LLC (the “Consultant”). The City and Consultant have reached agreement to amend the Consulting/Professional Services Contract for Program Management Services dated February 17, 2026 (the “Initial Agreement”) according to the terms and conditions hereinafter provided.

In consideration of the mutual promises contained herein, the City and Consultant agree as follows:

Section 1. The scope of services attached to the Initial Agreement as **Exhibit B** is repealed and replaced in its entirety by the revised scope of services attached hereto and incorporated herein as **Exhibit B-1**.

Section 2. The contract price set forth in Article 3.A. of the Initial Agreement is increased from a sum not to exceed \$1,000,000 to a sum not to exceed \$4,510,605.

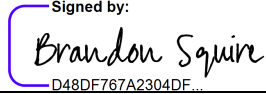
Where these new terms and conditions reference specific attachments and/or paragraphs, the new terms and conditions shall replace the prior terms and conditions. All other terms and conditions of the Agreement shall remain intact and in effect. This amendment shall be in effect for all subsequent orders placed with Consultant from this date forward.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their respective authorized representatives to be in effect retroactive to the effective date of the Agreement.

THE CITY OF GREELEY
Approved as to Substance

CONSULTANT: Ralph L Wadsworth Constr

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

Signed: 
Name: Brandon Squire
Title: President
Date: 5/20/2026 | 12:12:20 PM PDT

THE CITY OF GREELEY
Approved as to Legal Form

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

THE CITY OF GREELEY
Certification of Contract Funds Availability

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



EXHIBIT B-1 – Phase 0 Professional Service Agreement of Program Management Services

Executive Summary: Greeley Downtown Stormwater Project – Scope of Work Phase 0, Task Order #2 2026

Ralph L. Wadsworth Construction Company, LLC (RLW) is looking forward to this comprehensive, multi-phased project. The Phase 0, scope of work was executed by the Initial Agreement on February 17, 2026, with a not to exceed sum of \$1,000,000. The \$1,000,000 Initial Agreement Limited Scope as shown below will be reduced from the overall final fee for the Revised Scope of Work set forth in this Amendment.

Phase 0, Task Order 1 = \$1,000,000 Limited Scope

- Task 1 Program Management and Project Kickoff - \$200,000
- Task 2 Model Review & Validation - \$50,000
- Task 3 Master Schedule - \$150,000
- Task 6 Environmental Assessment - \$50,000
- Task 8 Develop Individual Projects - \$400,000
- Task 9 Design Oversight - \$25,000
- Task 10 Constructability Reviews - \$30,000
- Task 15 Document Control - \$50,000
- Direct Expenses - \$45,000

This outlines a collaborative, and community-focused approach to planning, design, and delivery, of developing the program into a Progressive Design Build and Construction Manager At-Risk Contract (PDB/CMAR) ensuring alignment with the City of Greeley’s (COG) long-term vision for economic development, safety, and quality of life. This project will be administered in phases. The initial phase of the Greeley Downtown Stormwater Project, as defined in this scope of work, is the Program Management Phase (Phase 0). Phase 0 serves as the foundation for the entire project, establishing the program structure, management processes, and guiding the development of subsequent design and construction phases. The Phase 0 Professional Service Agreement will be renewed each year as the project expands into the greater downtown area. Phase 0 Year 1 is to set up the foundation of the program as well as progress to subsequent Phase 1 (design) and Phase 2 (construction) tasks as budgets and schedule allow.



Key Points:

- **Phase 0 (Program Management):** This phase begins at project inception and continues through each project's duration (as described in **Development of Future Phases**), ensuring consistent oversight and coordination as the project advances. Phase 0 will continually develop design concepts and construction segments as defined below. This phase will also perform the oversight on the Phase 1 Design Packages as well as the Phase 2 Construction schedule and Budgets while exploring additional funding sources through Grants and creative financing.
- **Development of Future Phases:** Phase 0 will lead to the creation of design phase (Phase 1). Within Phase 1, each package (Phase 1 Segment 1.1, Phase 1 Segment 1.2, etc.) *Exhibit D - Flow Chart* will be developed in alignment with program goals and stakeholder needs. Once Phase 1 packages are established, the final construction phase (Phase 2), will be defined and executed using a similar structure (Phase 2 Segment 1.1, Phase 2 Segment 1.2, etc.). For design contracts already executed by COG, RLW will provide Phase 0 services, including but not limited to, design oversight, constructability reviews, ROM estimating, and Phase 2 construction.
- **Budget Control:** The scope of work includes an estimate with a Not to Exceed (NTE) amount for Phase 0 Task Order #2 2026, providing clear financial parameters for initial program management activities.

This phased approach ensures that the project remains flexible, well-coordinated, and responsive to evolving requirements, while maintaining strict budgetary controls and a clear roadmap for future development. The RLW team has provided a Not to Exceed price estimate for the actions and deliverables enclosed in the scoping agreement, which includes the services provided by RLW Team. All items not self-performed by RLW, including but not limited to specialty services and firms, will be subcontracted directly to Ralph L. Wadsworth. These specialty services and firms will be contracted to RLW then billed to COG with an established Contract Fee; these services will be contracted in Phase 1 or Phase 2, managed within Phase 0, and could include multiple segments and/or multiple basins within the program. Examples include but are not limited to SUE, geotechnical, right-of-way, utility, and survey services. Furthermore, we have created a flow chart (*Exhibit D - Flow Chart*) to demonstrate the approximate order of high-level tasks.

As requested by COG, we are developing a single-point fee structure for all program management functions, and design services performed by the RLW team. The only costs that will not be billed in that fee structure are the specialty subcontracted services and the integration services as defined below. See (*Exhibit F - Standardized Billing Rates*)

Key Initial Program Objectives

- **Interdepartmental Collaboration:** Facilitate coordinated planning among City departments (Public Works, Water & Sewer, Community Development, etc.) to identify priorities, risks, and budget allocations for 2026 and beyond. Our RLW team is committed to act as an extension to the city of Greeley.



- **Integrated Scheduling:** Develop a master program schedule, tracking progress and dependencies throughout design and construction.
- **Stakeholder Engagement:** Lead robust communication and outreach efforts, engaging City Council as requested, businesses, residents, and civic groups to ensure transparency, gather input, and minimize construction impacts.
- **Data-Driven Management:** Implement a GIS-based Program Controls Dashboard for real-time visualization of project status, costs, schedules, and impacts, integrated with existing City systems and commercial platforms.
- **Design Standardization:** Establish PDB standards and deliverables, ensuring consistency, efficiency, and compliance with City standards, requirements, and best practices.
- **Project Development & Oversight:** Oversee design due diligence, procurement, and management of specialty services for individual Segment packages, maintaining rigorous budget and schedule controls.
- **Innovation & Risk Management:** Pursue innovative technical and procurement strategies, conduct constructability reviews, and maintain a live risk matrix to proactively address potential challenges.
- **Grant Strategy & Coordination:** Research, recommend, and pursue local and federal funding opportunities, supporting the City's financial strategy through targeted grant applications.
- **Railroad & Permitting Coordination:** Ensure early and ongoing engagement with railroad entities and permitting agencies to streamline approvals and minimize program delays.
- **Document Control:** Maintain robust documentation and control systems to support program transparency and accountability.

This scope of work positions the Greeley Downtown Stormwater Project as a model for integrated urban infrastructure delivery, speed to market while balancing technical rigor, stakeholder engagement, and innovative management to achieve transformative outcomes for the city and its residents.

Task 1: Program Management and Project Kickoff

This task includes facilitating collaboration between RLW and COG departments including, Public Works & Transportation (including Stormwater), Water & Sewer, Community Development, Communication & Engagement, Culture Parks and Recreations, Economic Development & Urban Revitalization, Greeley Fire Department, and Greeley Police Department (coordinate for any closures and emergency response, including special events and



potential short-term water outages) to gather input on downtown improvement needs, such as stormwater upgrades, transportation enhancements, utility improvements and public realm integrations.

Task 1.1 – Department Workshops

1. Conduct kickoff workshops with each department identified above.
 - a. Meeting cadence
 - b. Establish communication plan
 - c. Stakeholder identification
 - d. Define partnering approach and escalation ladder

Task 1.2 – Document Program Priorities

1. Identify and document program priorities
 - a. Identify risks and constraints
 - b. Ensure alignment with COG’s long-term planning
 - i. Economic development
 - ii. Safety
 - iii. Quality of life
 - c. Create and maintain Program Criteria Matrix. The matrix will document high level scoping and prioritization for each segment.
 - d. Establish logical design package format, considering factors like phasing, budget allocation, schedule dependencies, and integration with construction activities.

Task 1.3 – CIP and Department Budgets

1. Identify each department’s budget for 2026 and projected CIP.

Task 1.4 – Coordination Meetings

1. Conduct Weekly Meetings
2. Attend Meetings with City Leaders/elected officials.



Task 1.5 – Program Reporting

1. Program Monthly Reporting
2. Management of the Phase 0 Program Management Phase.

Task 1 Deliverables

- Program Management Plan
- Department Workshop Meeting Minutes and Outcomes
- Partnering and Internal Communication Plan
- Stakeholder List and Contacts
- Meeting Schedule
- Escalation Ladder
- Program Criteria Matrix
- Design Package Format
- Department 2026 budgets and CIP plan
- Monthly Status Reports

Task 2: Model Review & Validation

Task 2.1 – North Greeley and Downtown Basin Storm Drain Master Plan Review

The 2017 North Greeley and Downtown Basin Storm Drainage Master Plan prepared by Icon Engineering Inc, and any updates, will be reviewed and verified when identified outfalls within the Program establishment of priorities. The modified model will be provided back to Icon to be placed within the master model. This verification task assumes the following data will be made available to the project team:

1. The most recent version of the North Greeley and Downtown Basin Storm Drainage Master Plan.
2. The full and complete hydrologic and hydraulic model prepared as part of the Master Plan.
3. Doppler Radar storm intensity data for most recent flood events, or flood events of concern.
4. Construction plans or record plans for current storm sewer work segments that have been completed or in process of being completed.
5. Construction plans for improvements that are under construction or in process by Weld County in this drainage basin with proposed low floor and building opening elevations.
6. Lidar elevation data for the Poudre River Basin in proximity to the City of Greeley.
7. Supplemental Survey Data that may be available to verify elevations and contours in the Master Plan Study Area.



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Task 2.2 – Hydrologic and Hydraulic Model Verification

1. Model Verification will include the following activities:
 - a. Confirm model inputs with the data provided in the Master Plan Review.
 - b. Update any portions of the model to reflect changes in conditions and recent construction activities.
 - c. Verify model results for the design events in the Master Plan.
 - d. Determine effectiveness of the concept plan to reduce flooding in the most recent flood events or flood of record through the use of the doppler radar intensity data.
 - e. Verify results of the model with the currently proposed low building and building opening elevations of the Weld County Downtown Improvements.
 - f. Resolve any model performance issues and error messages.
 - g. Review proposed pipe inlet conditions for capacity concerns.
 - h. Verify continuity of the model, time steps, duration, and volume verification.

Task 2.3 – Model Verification Meetings

Communication and open dialogue are essential to the success of completing the Master Plan and Model Verification, therefore, we propose the following meeting schedule.

1. Internal Coordination Meetings - Hold weekly virtual meetings with project team for 4 months (16 Meetings).
2. External Coordination Meetings- Hold in person and virtual review meetings (Assume 6 virtual and 5 in person meetings) with City Departments to review:
 - a. Master Plan assumptions
 - b. Master Plan modeling assumptions
 - c. Master Plan Model verification findings



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- d. Discussion of City’s goals for flood resiliency and design events
 - e. Consideration of Alternative Designs
 - f. Review anticipated conflicts and potential resolutions.
3. COG will continue to contract with Icon Engineering, Inc for revisions and adjustments to the Master Plan to meet the goals and objectives of the program. These costs are not included in our scope.

Task 2.4 – Documents and Deliverables

1. Documents and Deliverables are anticipated to include the following:
 - a. Technical Memorandum of the City’s goals, design storms, acceptable inundation depths and frequency. This memorandum will highlight critical locations and levels for protection, such as freeboard, to adjacent structures. This effort will help influence parts of Task 2.
 - b. Model Verification Memorandum - This memorandum will identify any suggested changes to model methodology, internal routing, overland routing, storage, inlet conditions, tailwater conditions and other aspects of the model's development and use.

Task 2 Deliverables

- Technical Memorandum
- Model Verification Memorandum
- Modified outfall portions of Master Model
- Decision documentation on Icon Engineering Master Model adjustments

Task 3: Master Schedule

Task 3.1 – Master Stormwater Program Schedule

1. Provide scheduling during the Phase 0 Program with the following tasks:
 - a. Develop and Maintain Program Master Schedule with design & construction schedules for construction packages.



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- b. Monthly and Quarterly updates
- c. Schedules for Task Force & Executive Meetings as Necessary

Task 3.2 – Integrate Schedule with CIP

1. Schedules for Design alternatives as necessary
2. Track Design Progress against earned value
3. Track construction project progress against Master Schedule.

Task 3 Deliverables

- Master Schedule
- Monthly and Quarterly updates
- Earned Value Tracking
- Construction Progress

Task 4: Communication & Public Outreach

Task 4.1 – Communications Management, Content, and Delivery

Provide structured leadership, coordination, and execution of all stormwater communications to ensure consistent, timely, and accurate information throughout construction, aligned with the City of Greeley’s broader Downtown Revitalization program.

- a. Lead all stormwater-related communications and public information efforts
- b. Participate in regular project coordination meetings to align communications with upcoming construction activities, phasing, and schedule changes
- c. Coordinate messaging with the City of Greeley and partner agencies to ensure alignment and avoid duplication
- d. Establish communications protocols, workflows, and approval processes
- e. Coordinate internally with PMGC team to align construction activities with public messaging



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- f. Develop and manage a predictable weekly and milestone-based or phase-based communications rhythm tied to construction activity
- g. Develop and distribute content across platforms including email, microsite, and City channels
- h. Create and maintain a consistent, recognizable source for project information
- i. Develop templates and systems for ongoing communications (emails, updates, notifications)
- j. Participate in regular project coordination and scheduling meetings to align with the overall schedule, upcoming construction activities, phasing, and schedule changes
- k. Support digital tools including email campaigns, microsite updates, and hotline messaging (if implemented)
- l. Translate construction activity into clear visual communications including detour maps, phasing graphics, and impact visuals
- m. Develop collateral including flyers, fact sheets, FAQs, signage content, City Council briefings, and presentation materials
- n. Support development of field-ready communication tools such as crew cards, quick reference materials, and on-site messaging
- o. Provide communications reporting and summary updates for project leadership and City stakeholders
- p. Incorporate project photography, video, and time-lapse into ongoing communications

Task 4.1 Deliverables

- Communications management plan and workflow
- Communications calendar and update cadence
- Email templates, campaigns, and update content
- Microsite and digital content updates
- Construction graphics and visual materials
- Collateral suite (fact sheets, FAQs, notifications, signage content)
- Presentation materials and stakeholder update content
- Visual content library (photo, video, time-lapse)



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TASK 4.2 – Public Information and Wayfinding Systems

Provide clear, proactive public information and wayfinding to ensure safe navigation and understanding of real-time construction impacts, coordinated with the City of Greeley’s program-level communications.

- a. Develop and distribute clear, timely updates on access, parking, traffic patterns, and construction phasing
- b. Prepare public notices and corridor-specific impact communications
- c. Develop a coordinated wayfinding approach including signage, fence wraps, and QR codes
- d. Align wayfinding messaging with real-time construction conditions and phasing
- e. Support messaging that maintains visibility and access for downtown businesses during construction
- f. Monitor and update signage and public-facing information to ensure accuracy and clarity

Task 4.2 Deliverables

- Public notices and impact communications
- Access, traffic, and phasing updates
- Wayfinding strategy and messaging framework
- Signage, fence wrap, and QR code content
- Ongoing signage and messaging update recommendations

TASK 4.3 – Stakeholder Engagement and Direct Outreach

Provide structured, proactive stakeholder engagement and direct outreach to maintain trust and ensure clear communication with those impacted by stormwater construction, in alignment with City-led engagement efforts. Specific Outreach for local and small contractors, suppliers, and vendors.

- a. Plan and support a “Meet the Primes” outreach event to engage local and small contractors, suppliers, and vendors



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- b. Plan and support stakeholder meetings, focus groups, and outreach sessions
- c. Coordinate outreach to businesses, residents, institutions, and high-impact user groups
- d. Serve as a consistent point of contact for impacted stakeholders
- e. Conduct direct, one-to-one outreach related to access, schedule changes, and construction impacts
- f. Support businesses in communicating impacts to customers, tenants, and visitors
- g. Prepare outreach materials including presentations, maps, and translated collateral
- h. Capture stakeholder feedback and coordinate responses with the project team
- i. Track issues, concerns, and follow-up actions to ensure responsiveness
- j. Coordinate with the project team to resolve stakeholder issues and communicate follow up actions
- k. Coordinate with the City of Greeley and project partners to align outreach, participation, and messaging
- l. Implement inclusive outreach strategies to connect local businesses with project opportunities and upcoming work

Task 4.3 Deliverables

- Stakeholder outreach plan and coordination
- Meeting and outreach materials
- Direct outreach communications
- Stakeholder feedback summaries and issue tracking
- Ongoing stakeholder coordination and support

TASK 4.4 – Project Documentation and Milestone Communications

Capture and communicate project progress and key milestones to reinforce transparency and maintain community awareness, consistent with the City of Greeley’s overall messaging.

- a. Document project progress through photos, video, and time-lapse
- b. Maintain organized library of visuals and project narratives
- c. Develop content tied to construction milestones and key phases



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- d. Support messaging and materials for milestone events and announcements
- e. Identify and develop storytelling opportunities tied to project progress and community impact

Task 4.4 Deliverables

- Photo and video library
- Milestone messaging and content
- Event and announcement support materials
- Project storytelling assets

TASK 4.5 – Project Dashboard Creation and Maintenance

- a. Develop a public-facing project dashboard providing an at-a-glance view: current phase, work underway, and upcoming milestones
- b. Include a budget and spending breakdown updated regularly, reflecting current finance and expenditure data in coordination with City staff

TASK 4.6 – Language and Accessibility

- a. All public-facing deliverables produced in both English and Spanish, consistent with the language access standard
- b. Digital deliverables, especially the detour and access map, to meet accessibility standards including screen reader-compatible formats and optimized for viewing across different devices
- c. Routing and wayfinding information to account for people with mobility limitations, given the direct impact construction will have on pedestrian access throughout downtown

Task 4 Assumptions

- Costs associated with printing, production, fabrication, and installation of materials including signage, wayfinding elements, mailers, and collateral are not included in this scope and will be provided separately.
- Costs associated with time-lapse camera equipment, installation, maintenance, and video editing services are not included in this scope and will be provided separately.
- The City of Greeley will serve as the primary publishing platform for social media and official City channels. The PMGC team will provide content for distribution.



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- Communications will be developed in alignment with the City of Greeley’s established branding and communications framework.
- Timely review and approval from the City of Greeley and project partners is assumed to maintain the established communications cadence.
- Door-to-door engagement is included for businesses and residents directly impacted by stormwater construction activities only and does not extend to the broader Downtown Revitalization program.

Task 5: GIS Model/Program Controls Dashboard

The GIS-based Program Controls Dashboard provides a detailed overview of the project’s status, including land acquisition, the design and construction phases, utility relocation, geotechnical, permitting, communications, and property restoration. The Dashboard includes metrics such as the total miles of storm pipe under design, survey information, and parcel permissions to enter status.

The solution is aligned with Greeley’s Esri environment, allowing users to visualize project locations, schedules, costs, and impacts through geospatial filters. Serving as a central authoritative source for technical and executive communication as well as a project controls portal, our solution also integrates with commercial-off-the-shelf platforms like Primavera, ProCore, InEight, and PowerBi. Focused on customization, the project Team can tailor views, metrics, and data to directly address the City’s requirements. The solution accepts many data types including BIM, CAD, GIS, and spreadsheets. and other documents.

Task 5.1 – Develop and populate GIS Based Program Control Dashboard

1. Incorporate current geospatial mapping data (utilities, land use, etc) into the Program Dashboard.
2. Incorporate current or planned projects into system.
3. Develop audience specific dashboard and reports
4. Maintain and update model on a bi-weekly basis.

Task 5.2 – BIM Support and Modeling (Not applicable for 2026)

1. Provide comprehensive BIM/VDC modeling support for the downtown stormwater drainage systems, utility relocations, and associated infrastructure, including development of detailed 3D models to facilitate clash detection, coordination with existing underground utilities, and visualization of proposed improvements.



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2. Collaborate with the design team and City of Greeley stakeholders during preconstruction and construction phases to create, maintain, and update intelligent BIM models that integrate stormwater management elements (pipes, inlets, detention features) with water, sewer, and other utilities for improved constructability and risk reduction.
3. Deliver BIM-derived deliverables such as coordinated federated models, construction sequencing simulations, quantity take-offs, and as-built documentation to enhance project efficiency, support alternative delivery methods, and ensure long-term asset management value for the Greeley downtown CIP stormwater program.

Task 5 Deliverables

- GIS Model and Interactive Dashboard
- Updates and Status Reports

Task 6: Environmental Assessment

Assessing potential environmental impacts to soil and groundwater that may need to be addressed during construction include the following tasks:

Task 6.1 – Conduct a limited historical environmental regulatory agency records review for the project area.

1. Request regulatory records including local, state, tribal and federal databases to be reviewed according to the current search distances within ASTM E1527-21 (for Phase I Environmental Site Assessments) or modified search distances that focus on potential impacts to anticipated construction areas.
2. Procure a regulatory agency database records report(s) as needed for anticipated construction areas.
3. Based on the aerial extent of the project, and the known history of commercial properties in the vicinity, it is anticipated that a regulatory agency records report may include information for several hundred individual sites.

Task 6.2 – Review & Categorize Records

1. Review and categorize records into those for properties that have or a current or historic documents release of hazardous materials or petroleum hydrocarbons, that could impact construction, and those properties that are for some reason a lower risk based on, regulatory status, distance from the site, degree or nature of contamination, etc.



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Task 6.3 – Risks to Construction Project Areas with impacted soil or groundwater

1. Additional records will be requested and reviewed from State, or Municipal sources.
2. The site-specific records will be further reviewed for current regulatory status, extent and nature of contamination if present, and any ongoing remedial efforts at such properties that may have an environmental or logistic impact on the construction.
3. Freedom of Information Act (FOIA) requests will be made to the appropriate agencies requesting information relative to those sites of concern.
4. It is anticipated that up to 10 to 20% of the properties listed in a records search (Task 1 above) may require further research to clarify status, potential for soil or groundwater impact, and other items of concern that may impact the construction.

Task 6 Deliverables

- Compile and prepare a written report documenting the scope of work activities and summarizing the results of the assessment.
- The Program will provide a professional opinion as to the existence of environmental conditions that may impact the construction and will include recommendations for further assessment if appropriate.
- The report will include tables of database review results, and a map of the project area with locations of properties of concern.

Task 7: Design Standardization

Task 7.1 – Progressive Design Build / Construction Manager At-Risk (PDB/CMAR) Program Level Design Standards

Define the high-level design standards to be used for the various infrastructure needs and to support the PDB/CMAR project(s).

Develop Program Specific Design Criteria

- a. Review Existing Public Works Design Manual and identify gaps within details specifications.
- b. Document completed and on-going City projects and current applied design standards.
- c. Prepare research and data collection to support standards development.



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- d. Develop tracking system (GIS, Database, or Spreadsheet) to track design standards for various roadways.

Task 7.2 – Design Criteria Matrix

Develop Design Criteria Matrix for each segment. The matrix will document high level scoping for each roadway segment using qualitative criteria (e.g. - low, medium, high or good, fair, poor).

- | | |
|---|--|
| a. Roadway Classification and applicable | i. Railroad Coordination |
| b. City design criteria | j. Stormwater and Treatment Needs |
| c. Traffic Analysis Required | k. Landscaping and Streetscaping Approach(s) |
| d. Alternative Analysis Required | l. Active Transportation Needs |
| e. Public Engagement Needs | m. MOT Approach(s) |
| f. Water and Sewer Trunkline Replacements | n. Signal Needs |
| g. Water and Sewer Service Replacements | o. Lighting Needs |
| h. Private Utilities Relocations | |

Task 7.3 – PDB Design Standards Memo (Not applicable for 2026)

1. Develop PDB Design Standards Memo documenting findings.
 - a. No planned PDB for 2026.

Task 7 Deliverables

- Tracking system to define design standards by roadway
- Progressive Design Build Standards memorandum



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Task 8: Develop Individual Segments

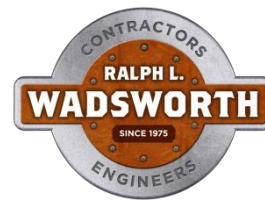
Perform the due diligence for the individual segments in preparation to proceed to Phase 1 design. The following specialty services will be procured during Phase 0 based upon the Program's yearly budget and Master Schedule. Oversee the procurement and contracting process for specialty firms, including negotiation of terms, fees, schedule and timelines in coordination with the Program. Costs have yet to be determined for these specialty firms.

Task 8.1 – Phase 1 Specialty Services Oversight

1. Manage the following Phase 1 specialty services:
 - a. SUE (Subcontracted)
 - b. Geotech Services (Subcontracted)
 - c. Design Survey (Subcontracted)
 - d. Environmental Assessment (Subcontracted)
 - e. ROW Coordination (Subcontracted)
2. Additional Program Preconstruction Services (included in this NTE Price Proposal):
 - a. Subcontract/Procurement Plan, and Project Management of specialty firms including budgets and schedule
 - b. Develop detailed scope of work for Phase 1 design firms
 - c. Preconstruction ROM Estimating for Packages as they develop

Task 8.2 – PDB Phase 1 Preparation

As determined by the scope of Phase 0 and determination of design approved by COG Staff, RLW team may self-perform the design for the Phase 1 individual packages or subcontract to COG's on-call consultants or as identified by COG Staff. The services provided in the Phase 1 design services will be billed per the *Exhibit F Standardized Billing Rates*. We have not included an estimate within this scoping agreement as these packages will be established in Phase 0. The purpose of this process will define the intended deliverables for the PDB project. The goal is to align the deliverable format and level of detail with the need for efficient delivery, City review, and as-built needs.



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1. PDB Deliverables - Define deliverables needed for PDB contracts based on contractor needs for construction, City needs for review and inspection, and as-built purposes
 - a. Define the scoping for future segments.
 - b. Deliverables could include design assumptions, roll plots, exhibits, plan sheets (limited), excel tables, model files, software types, specifications, estimate files, memorandums, survey, or other needed work product.
 - c. Finalize separate Project Package for Phase 1 selection

Task 8.3 – Design Review

1. Define expected City and agency involvement including review periods and assigned reviewers based on deliverable type.

Task 8.4 – PDB Delivery Memorandum

1. Develop memorandum documenting design deliverables during PDB Phase 1 and PDB Phase 2 services.

Task 8.5 – Utility Coordination

1. Provide a utility coordinator to collaborate with all Phase 1. Utility coordination will work with dry utility companies to stay ahead of Phase 1 and Phase 2.

Task 8.6 – ROM Estimating

1. Rough order of magnitude estimates will be done prior to full development of specific segment packages to determine extent of scope possible to include in each package.
2. RLW will draw on extensive past similar project experience and cost data to produce effective ROM estimates considering logical escalations and applicable cost increases.
3. RLW will coordinate with ICE on subsequent estimates.



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Task 8 Deliverables

- PDB Package Delivery Plan
- PDB Delivery Memorandum
- Utility Coordinator (one day per week)
- Two Segment Packages (assumption)
- ROM Estimates
- Management of specialty subconsultants and other contractors if not self-performing

Task 9: Segment Design Oversight

Task 9.1 – Phase 1 Design Management

1. The Design Program Manager will provide review of preliminary engineering services of selected design firm for identified projects within the program. The review shall consist of scope, schedule, budget, and standards. The Design Program Manager will work with the City's Project Manager to refine if necessary.
2. The Design Program Manager will track expenditures, forecast costs, and manage change orders or scope adjustments for segments within Phase 1 in coordination with RLW's project management team, and as agreed to by COG.
3. Provide updates to master program schedule of the Phase 1 design schedules, identifying critical paths, dependencies, and mitigation strategies for delays.
4. Report on budget and schedule status during program meetings, providing variance analyses and recommendations to maintain program alignment.
5. Report realization of program benefits (cost savings, schedule, sustainability targets, design standards, deviation, etc.) by tracking changes throughout the Program.
6. Maintain and manage an RFI log.

Task 9 Deliverables

- Phase 1 project budget tracking.
- Report updates to master Program schedule.
- Oversight of Phase 1 projects and assistance to move projects into Phase 2.



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Task 10: Constructability Reviews

Task 10.1 – Innovative Alternative Technical Concepts

1. Discover and implement innovations that provide best value through design and construction approach, as agreed to by COG.
2. Task force meetings with Phase 1 design firms to ensure all best value options are implemented.
3. Optimize approach to work considering schedule, cost, and program impact, as agreed to by COG.
4. Develop detailed phasing plans to minimize impacts to businesses and traveling public.

Task 10.2 – Innovative Procurement Strategies

1. Procure long lead time items to mitigate schedule impacts.
2. Review possible cost savings associated with purchasing bulk items within the Program.

Task 10 Deliverables

- Constructability reviews

Task 11: Budget, Funding, & Grants

Task 11.1 – Grant Research and Strategy

This task includes researching funding programs to pair with program needs and includes the following efforts.

1. Review of available funding programs at local and federal level
2. Providing quarterly funding recommendations via memorandum
 - a. Program overview
 - b. Due dates
 - c. Match requirements
 - d. Anticipated round to apply



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3. Participation in meetings
 - a. Internal Coordination Meetings
 - i. Participate in weekly virtual meetings with project team for first 4 months (18 meetings)
 - ii. Participate in monthly virtual meetings with project team for remainder months (4 meetings)
 - b. External Coordination Meetings – Participate in person and virtual review meetings with City.
 - i. Assume 4 virtual and 4 in person meetings
 - ii. Meetings will be used to gather feedback on funding strategy and grant applications

Task 11.2 – Grant Applications and Funding Sources

This task will focus on submitting high priority grants in 2026. Each grant application is different in terms of requirements and the subsequent level of effort to provide a competitive submittal. We have provided a fee total to cover a to be determined amount of grant submittals as authorized during program development in the form of a force account for 2026. The assumption of hours is based on local and federal grant submittals.

Task 11.3 – Identify Funding Sources

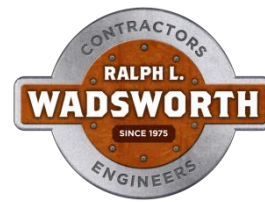
1. Review existing funding options and limits
2. Coordinate with City Finance
3. Coordinate new sources of funds, grants, and other programs
4. Understand City regulatory time constraints

Task 11.4 – Schedule Implementation Impacts

This task will focus on coordination and review schedule options with Stormwater Manager and Utility Finance Manager.

Task 11.5 – Develop Funding Alternatives

1. Options for program plan of finance based on program schedule and finance time frames
2. Develop finance options based on a blend of methods
3. Coordinate with Stormwater Manager and Utility Finance Manager



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4. Recommend preferred option with contingency

Task 11 Deliverables

- Quarterly funding recommendation memorandum (up to 4).
- To-be-determined Grant submittals (as approved and scoped through task 11.2).
- Grant Options Plan.

Task 12: Railroad Coordination & Permits

Task 12.1 – Coordination

1. Early coordination with all parties for current and ongoing permits.
2. RLW to perform coordination with Railroad for Phase 1 Design and Phase 2 Construction.
 - a. Perform bi-weekly meetings during active design and construction to determine impacts.
 - b. Provide bi-weekly schedule updates to all railroad parties.
 - c. Coordinate and update all railroad parties at each stage in design (e.g. 30%, 60%, 90% design)

Task 12.2 – Permit Process

1. Work with City of Greeley to obtain necessary railroad permits.
2. Add-on Explore sub-consultant support for railroad coordination if needed.

Task 12 Deliverables

- Development and preparation of permits.
- Management of specialty firm.
- Coordination meeting attendance and minutes.

Task 13: Risk Matrix

Task 13.1 – Develop Risk Matrix for Program Use

1. Identify potential risks during design such as:



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- a. Utility Conflicts
 - b. Regulatory compliance
 - c. ROW Impacts
 - d. Conflicts with ongoing economic development
2. Identify potential risks during construction such as:
- a. Safety
 - b. Schedule
 - c. Railroad Impacts
 - d. Utility Relocates
 - e. Weather
 - f. Cost Uncertainties
 - g. Unforeseen Conditions
3. Develop and maintain a risk matrix live document:
- a. Identify Program risks and prioritize and summarize in a live excel document
 - b. Quantify potential cost and schedule impacts
 - c. Assign probability for each risk
 - d. Develop mitigation plan, provide mitigation measures or design alternatives to implement as directed by COG.
 - e. Establish bi-weekly meetings to monitor and identify additional risks

Task 13 Deliverables

- Maintain weekly risk register.
- Attendance of bi-weekly meetings and minutes.
- Risk matrix price estimation



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Task 14: Quality Assurance

Develop Q/A Plan for both design and construction if directed by COG Staff.

Task 14.1 – Formalize QMP process for Design

Task 14.2 – Formalize QA/QC process for Construction

Task 14 Deliverables

- Q/A Q/C Plan – Phase 1.
- Q/A Q/C Plan – Phase 2.

Task 15: Document Control

Task 15.1 – Setup, Manage, and Maintain Document Control Program

1. Setup and maintain document control program such as ACC
 - a. Establish standard procedures for document control including naming conventions, folder structures, and workflows for consistency.
 - b. Systematically manage all information such as plans, specifications, contracts, and RFIs to ensure the right parties receive the most accurate information.
 - c. Actively maintain document storage and security ensuring confidentiality, in coordination with COG IT Department.
 - d. Continually verify accuracy of all documents ensuring adherence to standard procedures.
 - e. Track all documents received/uploaded ensuring old files are archived and the most up-to-date files are readily available.
 - f. Provide an Administrative Assistant for access to the Greeley team and perform note taking during meetings.



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Lease Contingency

Any off-site office, warehouse, or project support facility requested or required by the Owner in Phase 0 that necessitates a lease term exceeding the current Contract Term shall be contingent upon the continued renewal of this Agreement. The Program Manager General Contractor shall not be required to incur unrecoverable lease obligations beyond the then-current Contract Term without written assurance from the Owner as set forth herein.

Non-Renewal Cost Responsibility.

In the event this Agreement is not renewed for any subsequent year, or is otherwise terminated by the Owner, the Owner shall transfer the Phase 0 Lease to the Phase 2 CMAR Contract or reimburse the Program Manager General Contractor for all reasonable, documented, and unavoidable costs associated with early termination of any Owner-requested lease, including but not limited to:

- Remaining base rent obligations
- Required termination fees
- Unamortized tenant improvement costs
- Restoration or surrender costs

Such costs shall be treated as reimbursable costs and paid by the Owner upon termination. Prior to signing the Lease, the Lease terms will be mutually agreed upon between RLW and COG.

Work Task Description	RLW Team																									Total Hours	Direct Cost	Direct Expenses	Total Cost			
	Admin 1	Admin 2	Admin 3	Staff 1	Staff 2	Staff 3	Staff 4	Staff 5	Staff 6	Staff 7	Staff 8	Professional 1	Professional 2	Professional 3	Professional 4	Professional 5	Professional 6	Professional 7	Professional 8	Professional 9	Professional 10	Project Director	1-Person Survey/Drone Crew	2-Person Survey Crew	3-Person Survey/Drone Crew							
1.0 Program Management & Project Kickoff																																
1.1 Department Workshops	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	50	80	50	0	40	50	0	0	0	310						
1.2 Document Program Priorities	12	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	126	60	86	0	40	86	0	0	0	450						
1.3 CIP and Department Budgets	0	0	0	0	0	0	0	0	0	0	0	0	80	0	0	0	126	140	86	0	120	86	0	0	0	638						
1.4 Coordination Meetings	20	0	0	0	0	0	0	0	0	0	280	0	72	0	0	0	345	120	345	0	136	280	0	0	0	1,598						
1.5 Program Reporting	20	0	0	0	0	0	0	156	0	0	52	0	150	0	0	0	40	83	0	0	60	0	0	0	561							
Subtotal Hours - Task 1	52	0	0	0	0	0	0	156	0	0	332	0	382	0	0	0	687	483	567	0	396	502	0	0	0	3,557	\$	901,300	\$	53,000	\$	954,300
2.0 Model Review & Validation																																
2.1 Downtown Basin Drain Master Plan Review	0	0	0	0	0	0	0	0	0	0	0	0	40	0	40	0	40	0	0	0	40	0	0	0	160							
2.2 Hydrologic and Hydraulic Model Verification	0	0	0	0	0	0	0	0	0	0	0	0	80	0	80	0	40	0	0	0	48	0	0	0	248							
2.3 Review and Validation Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	40	0	0	0	64	0	0	0	144							
2.4 Documents and Deliverables	0	0	0	0	0	0	0	0	0	0	0	0	80	0	40	0	40	0	0	0	32	0	0	0	192							
Subtotal Hours - Task 2	0	0	0	0	0	0	0	0	0	0	0	0	200	0	200	0	160	0	0	0	184	0	0	0	744	\$	161,840	\$	13,767	\$	175,607	
3.0 Master Schedule																																
3.1 Master Stormwater Program Schedule	0	0	0	0	0	0	0	0	0	664	166	0	0	0	0	0	10	0	0	0	50	0	0	0	890							
3.2 Integrate Schedule with CIP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	0	0	0	0	0	0	0	30							
Subtotal Hours - Task 3	0	0	0	0	0	0	0	0	0	664	166	0	0	0	0	0	40	0	0	0	50	0	0	0	920	\$	218,810	\$	-	\$	218,810	
4.0 Communication & Public Outreach																																
4.1 Communications Management, Content, and Delivery	0	0	0	0	0	0	0	0	0	0	0	312	0	0	0	0	96	0	100	0	0	48	0	0	556							
4.2 Public Information and Wayfinding Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	64	0	20	0	0	4	0	0	0	88							
4.3 Stakeholder Engagement and Direct Outreach	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	0	32	0	0	4	0	0	0	84							
4.4 Project Documentation and Milestone Communications	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	16	0	0	4	0	0	0	60							
4.5 Project Dashboard Creation and Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160	0	0	0	0	20	0	0	0	180							
4.6 Language and Accessibility	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	0	0	0	0	0	0	0	0	80							
Subtotal Hours - Task 4	0	0	0	0	0	0	0	0	0	0	312	0	0	0	0	488	0	168	0	0	80	0	0	0	1,048	\$	256,640	\$	-	\$	256,640	
5.0 GIS Model & Program Controls Dashboard																																
5.1 GIS Based Program Control Dashboard	0	0	0	0	0	0	0	0	0	0	0	0	660	0	0	0	110	0	0	120	80	0	0	0	970							
5.2 BIM Support and Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
Subtotal Hours - Task 5	0	0	0	0	0	0	0	0	0	0	0	0	660	0	0	0	110	0	0	120	80	0	0	0	970	\$	183,900	\$	5,000	\$	188,900	
6.0 Environmental Assessment																																
6.1 Limited Historical Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	0	160	0	0	0	20	0	0	0	240							
6.2 Review & Categorize Records	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	0	220	0	30	0	20	0	0	0	330							
6.3 Construction Area Risks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	200	0	20	0	30	0	0	0	290							
Subtotal Hours - Task 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160	0	580	0	50	0	70	0	0	0	860	\$	199,000	\$	5,000	\$	204,000	
7.0 Design Standardization																																
7.1 Program Specific Design Criteria	0	0	0	0	0	0	0	0	0	0	0	0	60	0	70	137	0	95	66	0	0	0	0	0	428							
7.2 Design Criteria Matrix	0	0	0	0	0	0	0	0	0	0	0	0	40	0	100	100	0	143	20	0	0	0	0	0	403							
7.3 PDB Design Standards Memo	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
Subtotal Hours - Task 7	0	0	0	0	0	0	0	0	0	0	0	0	100	0	170	237	0	238	86	0	0	0	0	0	831	\$	179,790	\$	9,368	\$	189,158	
8.0 Development of Individual Segments																																
8.1 Phase 1 Specialty Services Oversight	0	0	0	0	0	0	0	0	0	0	0	104	0	0	0	80	104	120	832	0	100	0	0	0	1,340							
8.2 Phase 1 Preparation	0	0	0	0	0	0	0	0	0	0	0	268	0	72	0	70	243	0	175	75	0	120	52	0	1,075							
8.3 Design Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	80	104	108	4	0	40	52	0	408								
8.4 PDB Delivery Memorandum	0	0	0	0	0	0	0	0	0	0	0	0	8	0	20	60	0	24	4	0	100	0	0	0	216							
8.5 Utility Coordination	0	0	0	0	0	0	0	0	0	0	52	0	8	416	20	20	0	24	4	0	0	0	0	0	544							
8.6 ROM Estimating of Packages and Approaches	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	832	0	0	0	0	216	0	0	0	1,048							
Subtotal Hours - Task 8	0	0	0	0	0	0	0	0	0	0	424	0	88	416	130	483	1040	451	919	0	360	320	0	0	4,631	\$	1,144,450	\$	12,935	\$	1,157,385	
9.0 Segment Design Oversight																																
9.1 Phase 1 Design Management	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	730	0	0	0	0	0	0	782							
Subtotal Hours - Task 9	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	730	0	0	0	0	0	0	782	\$	187,700	\$	10,000	\$	197,700	
10.0 Constructability Reviews																																
10.1 Innovative Alternative Technical Concepts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104	0	216	0	0	52	0	0	372							
10.2 Innovative Procurement Strategies	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104	0	104	0	0	52	0	0	260							
Subtotal Hours - Task 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	208	0	320	0	104	0	0	0	632	\$	168,040	\$	-	\$	168,040	
11.0 Budget, Funding & Grants																																
11.1 Grant Research & Strategy	0	0	0	0	0	0	0	334	0	0	0	0	0	0	0	0	74	0	0	0	0	0	0	0	408							
11.2 Grant Applications & Funding Sources	0	0	0	0	0	100	0	339	0	0	0	0	0	0	100	0	0	50	0	0	20	0	0	0	609							
11.3 Funding Sources Identification	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0	40							
11.4 Schedule Implementation Impacts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0	0	0	10	0	40	0	0	0	70							
11.5 Funding Alternatives	0	0	0	0	0	0	0	0	0	0	0	0	20	0	0	0	0	158	0	80	52	0	0	0	310							
Subtotal Hours - Task 11	0	0	0	0	0	100	0	673	0	0	0	0	40	100																		

Employee Classification	Proposed 2026 Rate	Personel Description	
Administrative 1	\$ 100	Performs a variety of administrative tasks such as assisting with project research, presentation materials, and project related documents; has the appropriate level of experience to support their role.	
Administrative 2	\$ 130		
Administrative 3	\$ 160	Performs a variety of administrative tasks that are complex or confidential in nature such as assisting with project research, presentation materials, and project related documents; has a two-year degree in a business-related field and/or has the appropriate level of experience to support their role.	
Staff 1	\$ 100	Prepares drawings, producing plans, and generally assists with other duties as needed on design and planning projects; has an Associates degree in civil engineering technology or three years of related experience or coursework in their field.	
Staff 2	\$ 120		
Staff 3	\$ 140		
Staff 4	\$ 160		
Staff 5	\$ 180	Prepares drawings, producing plans, and generally assists with other duties as needed on design and planning projects under minimal supervision; has an Associates degree in civil engineering technology or equivalent coursework in their field and has the appropriate level of experience to support their role.	
Staff 6	\$ 200		
Staff 7	\$ 220		
Staff 8	\$ 280		
Professional 1	\$ 130		Design, technical specifications, plan reviews, construction inspections, and CAD work on a variety of project types under general supervision from a licensed professional in their field of practice; has Bachelors degree in Civil Engineering or related field or equivalent from an accredited college and has the appropriate level of experience to support their role.
Professional 2	\$ 150		
Professional 3	\$ 170		
Professional 4	\$ 190	Coordinating the planning, design, scheduling, and construction process of projects; exercises independent judgement and may provide oversight to less experienced staff; has Bachelors degree in Civil Engineering or related field or equivalent from an accredited college; is a licensed professional in their field of practice and has the appropriate level of experience to support their role.	
Professional 5	\$ 210		
Professional 6	\$ 230		
Professional 7	\$ 250		
Professional 8	\$ 270	Coordinating the planning, design oversight, scheduling, and construction process of projects as well as overall project performance for the most complex projects and contract arrangements including items such as project scope, schedule, budget, and quality of deliverables; has Bachelors degree or related field or equivalent from an accredited college; has the appropriate level of experience to support their role.	
Professional 9	\$ 290		
Professional 10	\$ 310		
Project Director	\$ 325	Overall project performance for the most complex projects and contract arrangements including items such as project scope, schedule, budget, and quality of deliverables; is licensed in their area of expertise, if required, and has the appropriate level of experience and education to support their role.	
1-Person Survey/Drone Crew	\$ 160	As indicated	
2-Person Survey Crew	\$ 205	As indicated	
3-Person Survey Crew	\$ 250	As indicated	
Mileage	IRS rate	As indicated	
Other direct expenses	At Cost	The estimate assumes lodging consistent with prevailing government per diem standards where applicable, economy airfare, and deliberate coordination of site visits to avoid duplication of trips. Routine general corporate overhead remain fully embedded in the professional billing rates and are not included as reimbursable expenses.	



Council Agenda Summary

June 2, 2026

Key Staff Contact: Wendy Bethel, Utility Finance Manager

Title:

Resolution authorizing the City to enter into an intergovernmental agreement with the Colorado Department of Transportation for the maintenance of segments of the state highway system within the City of Greeley

Summary:

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under this project.

The City currently has an existing Intergovernmental Agreement (“IGA”) with the Colorado Department of Transportation (“CDOT”) authorizing the City to perform maintenance of traffic infrastructure on US Highway 34 Business, US Highway 34 Bypass, US, Highway 85 Business and US Highway 85 Bypass.

Fiscal Impact:

If approved, there will be a positive impact on the budget.

Positive Impact: Ongoing amount: \$673,582.50 (\$134,716.50 per year X 5 Years)

Is it budgeted? Yes

Does it require a new appropriation? No

Are there any long-term financial impacts? No

Is there grant funding for this item? No

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

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Infrastructure and Mobility

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. 78, 2026 with Exhibit A

**THE CITY OF GREELEY, COLORADO
RESOLUTION No. 78, 2026**

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT
WITH THE COLORADO DEPARTMENT OF TRANSPORTATION
FOR THE MAINTENANCE OF SEGMENTS OF THE STATE HIGHWAY SYSTEM
WITHIN THE CITY OF GREELEY**

WHEREAS, in accordance with CRS §29-1-203, governments may cooperate or contract with one another to provide a function, service, or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, the City currently has an existing Intergovernmental Agreement (“IGA”) with the Colorado Department of Transportation (“CDOT”) authorizing the City to perform maintenance of traffic infrastructure on US Highway 34 Business, US Highway 34 Bypass, US Highway 85 Business and US Highway 85 Bypass; and

WHEREAS, the IGA is set to expire and staff seeks Council approval to enter into a new IGA in order to continue this long-standing partnership; and

WHEREAS, the new IGA has a similar scope of work as the existing IGA; and

WHEREAS, the new IGA provides for total revenue from CDOT to the City of \$673,582.50 (\$134,716.50 per year x 5 years) for the highway maintenance services performed by the City; and

WHEREAS, it is in the best interest of the citizens of the City to enter into this IGA; and

WHEREAS, the City and CDOT have agreed to the terms and conditions of the new IGA, which is attached hereto as Exhibit A.

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

Section 1. The City Council hereby authorizes the City to enter into an IGA with CDOT, wherein CDOT will pay the City for the highway maintenance services set forth in the IGA, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. City staff are hereby authorized to make changes and modifications to the IGA, so long as the substance of the IGA remains unchanged.

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

INTRODUCED, PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

ATTEST: THE CITY OF GREELEY, COLORADO

By: _____ By: _____
City Clerk Mayor

(State SHWY Mtce)
CITY OF GREELEY

Rev 10/03
Region: R4 (DMM)

CONTRACT

THIS AGREEMENT is entered into by and between CITY OF GREELEY (hereinafter called the “Local Agency” or “Contractor”), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the “State” or “CDOT”). The State and Local Agency together shall be referred to as the “Parties” and individually as a “Party.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$673,582.50.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns.
4. The Parties desire to enter this Contract for the Contractor to provide some or all of the certain Highway maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services.
5. The Parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost.
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance services on the state highway system as hereinafter set forth.
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 21 of this Contract
2. This Contract
3. **Exhibit F** (General Provisions)
4. **Exhibit A** (Scope of Work)
5. **Exhibit C** (Option Letter)
6. **Exhibit D** (Encumbrance Letter)
7. **Exhibit E** (PII Certification) if applicable
8. **Exhibit B** (Local Agency Resolution).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2026, whichever is later. The term of this contract **ends on June 30, 2031**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the

work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

- B. Subject to the terms of this Contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's statements, as provided herein.
- C. The Local Agency will provide Maintenance Services as described in **Exhibit A**, for a **total maximum amount of \$134,716.50 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$673,582.50**. The negotiated rate per mile shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- D. The State shall pay the Local Agency for the satisfactory Maintenance Services under this agreement at the rates described in **Exhibit A**.
- E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

- A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the highway miles as listed on **Exhibit A**. As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Local Agency shall obtain a copy of that Manual from the State before it performs any Maintenance Services under this contract. Maintenance Services do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Local Agency shall give the State immediate notice of the existence of any such conditions on the Highways.)
 - 1. Maintenance Services to be performed by the Local Agency, at State expense, for the Highways under this contract shall include (without limitation) the following services:
 - a. Removal of snow, sanding and salting.
 - b. Patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts.
 - c. Painting of bridges, of other structures, and of highway appurtenances.
 - d. Warning the State's representative of any "dangerous condition" (as defined in §24-10-103(1) C.R.S., as amended), and/or repairing that condition.
 - e. Inspecting State Highway signing and regulatory devices on the Highways at least weekly and notifying the State's Regional Transportation Director as soon as the Local Agency has notice of any State Highway signing and regulatory devices in need of repair.
 - 2. Local Agency shall also continue to perform, at its own expense, all activities/duties on the Highways that Local Agency is required to perform by §43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, excluding storm sewers.
- C. The Local Agency shall perform all Maintenance Services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or their representative, shall determine the then current applicable maintenance standards for the Maintenance Services. Any standards/directions provided by the State's representative to the Local Agency concerning the Maintenance Services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

- D. The Local Agency shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this contract. The State reserves the right to determine the proper quantity and quality of the Maintenance Services performed by the Local Agency, as well as the adequacy of such services, under this contract. The State may withhold payment, if necessary, until Local Agency performs the Maintenance Services to the State's satisfaction. The State will notify the Local Agency in writing of any deficiency in the Maintenance Services. The Local Agency shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Local Agency, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Local Agency, or to bill the Local Agency for such work.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

- A. This Contract may be terminated by either Party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating Party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the Parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the Parties shall be the same as if the contract had been terminated for convenience, as described herein.

- D. Termination Due to Loss of Funding. The Parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region R4, 10601 W 10th St. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region R4 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either Party may from time to time designate in writing new or substitute representatives.

If to State

CDOT Region: R4
Tom Aguilar
Project Manager
Maintenance Superintendent
10601 W 10th St.
Greeley, CO 80634
970-302-2045

If to the Local Agency

City of Greeley
Tom Christian
Interim Deputy Director
1001 11th Ave.
Greeley, CO 80631
970-350-9375

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, by either Party of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the Parties, their departments, institutions, agencies, boards, commissions, committees, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and CDOT's liability is limited by the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the Parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by either Party as provided herein in the event of such failure to perform or comply by the other Party.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both Parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either Party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither Party shall be required to renegotiate. If the Parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards, and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both Parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other “maintenance services” on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. Subcontractors

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the Parties hereto and their respective successors and assigns.

Section 21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Agreement shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S. applicable Local Agency law, rule or regulation.

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

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, § §24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

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

E. Compliance with Law.

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

F. Choice of Law, Jurisdiction, and Venue.

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

be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

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

H. Software Piracy Prohibition.

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY
CITY OF GREELEY

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: _____
*Signature

Name: _____
(Print Name)

Title: _____

Date: _____

Keith Stefanik, P.E., Chief Engineer

Date: _____

2nd SIGNATURE (IF NECESSARY)
CITY OF GREELEY

By: _____
*Signature

Name: _____
(Print Name)

Title: _____

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Colorado Department of Transportation

Effective Date: _____

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

Exhibit A - SCOPE OF WORK

Colorado Department of Transportation Scope of work for Maintenance performed duties by the city of Greeley.

The Local Agency shall perform all "maintenance services" for the State Highway and US Highway System segments described herein, SH 34D MP 1.170 to MP 11.780, SH 34Z MP 0.000 to MP 1.300, SH 85G MP 0.640 to MP 1.300, SH 85H MP 0.000 to MP 1.990, Retention ponds SH 34D MP 2.58, MP 2.97 and MP 3.64, located within the Local Agency's jurisdiction, for a total of 14.890 center line miles which is equivalent to 88.77 lane miles, as further detailed in this **Exhibit A**. To include current and future park-and-ride locations within the Local Agency's jurisdiction. All work will be performed in accordance to standards set by the state maintenance section.

Section 43-2-102 and 103, C.R.S require the state to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system.

The parties also intend that the Local Agency shall remain responsible to perform any services and duties on state highways that are the responsibility of the Local Agency under applicable law, at its own cost.

The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

SH34D

MP 1.170 to MP 11.780

74.24 lane miles

SH34Z

MP 0.000 to MP 1.300

3.93 lane miles

SH85G

MP 0.640 to MP 1.300

2.64 lane miles

SH85H

MP 0.000 to MP 1.990

7.96 lane miles

Retention Ponds Highway

34D MM 2.58 to MM 2.97
MM 3.64

88.77 lane miles
x \$1,517.59 per lane mile

\$134,716.50 per year payment to The City of Greeley

\$134,716.50 per year payment x 5 years
\$673,582.50 total contract

FLEXIBLE PAVEMENT PATCHING/ MINOR REPAIRS

Patching small areas of bituminous roadway curb and ditch to correct abrupt depressions, potholes, edge failure or surface cracking, buckling, or spalling. Includes work with the small patch machine, curb machine and planning done with motor grader. All hand patching and minor curb and gutter repair of bituminous material to be shown under this activity.

RIGID PAVEMENT PATCHING/ MINOR REPAIRS

Patching small areas of concrete roadway, curb and ditch to correct abrupt depressions, potholes, edge failure or surface cracking, buckling, or spalling. Includes patching of P.C.C. pavement with bituminous concrete. All hand patching and minor curb and gutter repair of concrete material to be shown under this activity.

CRACK SEALING FLEXIBLE PAVEMENT- HAND

Deterioration of bituminous pavement due to excessive cracking and spalling. Cleaning and filling cracks in roadway surface with crack filler material to prevent spalling and entry of water and debris.

CRACK & JOINT SEALING RIGID PAVEMENT-HAND

Deterioration of concrete pavement due to excessive cracking, spalling and joint failure. Cleaning and filling cracks and joints in roadway surface with crack and Joint filler material to prevent spalling and e of water and debris. Includes routing Joints, and replacement of backer rods and joints.

BASE STABILIZATION AND REPAIR

Removal and replacement of base and surface material using premixed bituminous material and/or required base material to correct severe cracking, upheavals, and base failures. Includes raising and leveling concrete slabs by mud jacking.

FENCE, GATE, CATTLEGUARD CLEANING & MAINTENANCE

Repair, replace or install fence, cattle guards and gates locate donor within the Right-of-Way limits. Clean dirt, vegetation or debris from fence line. Also includes any fence taken down and not replaced (with landowner consent, if applicable).

SINGLE POST SIGN - INSTALLATION. MAINTENANCE & REPLACEMENT

Install, replace or repair signs and signpost damaged by accident, vandalism or deterioration. Includes single-posted outdoor advertising sign, mailbox repair, and all breakaway features on signs. Report to this Activity when new signs are being installed where none previously existed or when removing single posted outdoor advertising signs.

MULTI POST SIGN - INSTALLATION, MAINTENANCE & REPLACEMENT

Install, replace or repair signs and signpost damaged by accident, vandalism or deterioration. Includes two or more posted outdoor advertising sign, mailbox repair, and all breakaway features on signs. Report to this Activity when new signs are being installed where none previously existed or when removing multi posted outdoor advertising signs.

DELINEATOR, REFERENCE POST INSTALLATION, MAINTENANCE & REPLACEMENT

Install, straighten, paint, clean or replace delineator posts, reflectors, or reference posts to maintain desired traffic control. Includes the posts for delineators and reference posts (mile marker posts) and guardrail and median barrier delineation.

METAL GUARD RAIL MAINTENANCE, INSTALLATION, STRAIGHTENING

New installation, repair, replace, clean or remove rail sections, SRT or Safety end treatments, post and hardware damaged by accident, vandalism or normal deterioration. Includes damaged metal guardrail with straightening machine.

CONCRETE GUARDRAIL MAINTENANCE & INSTALLATION

Repair, installation and maintenance of all concrete guardrail.

BRIDGE/ STRUCTURE PAINTING

Painting of all structural members and railings to prevent deterioration. This will include the preparation for painting. Also includes painting done to cover graffiti.

SNOW REMOVAL & TRACTION APPLICATION (SANDING, DEICERS)

Removing snow, ice and slush from the roadway, shoulders and ramps; plowing or blading with trucks or graders to keep roads open and reduce weather related hazardous driving conditions, including the application of chemicals and abrasives to continuous sections or roadway or isolated spots

EXHIBIT B – LOCAL AGENCY RESOLUTION

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION
(if applicable)**

EXHIBIT C - SAMPLE OPTION LETTER

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date: _____	State Fiscal Year: _____	Option Letter No. _____	Routing # _____
--------------------	---------------------------------	--------------------------------	------------------------

Vendor name: _____

1) SUBJECT:

Change in the amount of goods within current term.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by \$ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to \$amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to \$amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to \$amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is \$insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

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

APPROVALS:

State of Colorado:

JARED S. POLIS, GOVERNOR

By: _____ Date: _____
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

Form date: August 16, 2013

EXHIBIT D – SAMPLE ENCUMBRANCE LETTER

ENCUMBRANCE LETTER

Date: []	State Fiscal Year: []	Encumbrance Letter No. []	Routing #: []
		Orig. IGA: []	PO: []

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year Year.

The amount to be encumbered by this Encumbrance Letter is \$Amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is \$Insert New \$ Amt.

3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
 Department of Transportation

By: _____
 Keith Stefanik, P.E., Chief Engineer
 (For) Shoshana M. Lew, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Department of Transportation

Date: _____

EXHIBIT E

PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

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

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit F

General Provisions

1. General Provisions

A. Assignment

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

B. Subcontracts

Local Agency shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Local Agency enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Local Agency shall also contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

J. Statutes, Regulations, Fiscal Rules, and Other Authority

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

K. Severability

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

L. Survival of Certain Agreement Terms

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

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption

Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

N. Third Party Beneficiaries

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

O. Waiver

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

P. CORA Disclosure

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

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations

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

S. Indemnification

i. General Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall cause its contractors and any subcontractors to indemnify, save, and hold harmless the State, its employees, agents and assignees, against any and all costs, expenses, claims, damages, liabilities, court awards including costs, expenses, and attorney fees and

related costs, directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement and other amounts (including attorneys' fees and related costs) incurred as a result of any act or omission by the contractor or subcontractor, or its employees, agents, subcontractors, or assignees in connection with this Agreement. This provision shall survive the termination of the Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency or its contractors and any subcontractors in violation of this Agreement may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall be responsible for its own actions and for the actions of its own employees related to this violation of this Agreement. Local Agency shall cause its contractors and any subcontractors to indemnify, save, and hold harmless CDOT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs incurred by the State in relation to any act or omission by the contractor or subcontractor, or its employees, agents, assigns, or subcontractors in violation of this Agreement. This provision shall survive the termination of the Agreement.

iii. Intellectual Property Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to intellectual property of the Work. Local Agency shall cause its contractors and any subcontractors to indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the State in relation to any claim that any Work by the contractor or subcontractor infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. This provision shall survive the termination of the Agreement.

iv. Accessibility Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall cause its contractors and any subcontractors to indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties as a result of the contractor's or subcontractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

T. Accessibility

- i. Local Agency shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
- ii. The State may require Local Agency's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Local Agency to review the selection of the third party. If Local Agency is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Local Agency shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.



Council Agenda Summary

June 2, 2026

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

Title:

Resolution approving the Intergovernmental Agreement between the Greeley Urban Renewal Authority and the City of Greeley regarding the 10th Street TIF District Tenant Relocation Project

Summary:

The Greeley Urban Renewal Authority (GURA) is authorized by Colorado Statute and City Charter to carry out urban renewal activities for the elimination and for the prevention of the development or spread of slums and blight and may involve slum clearance and redevelopment, rehabilitation, conservation, or any combination or part thereof, in accordance with an urban renewal plan.

On March 11, 2026, GURA authorized funding not to exceed \$373,047.00 to assist with the relocation of an existing business, Interventions Inc., from the Downtown Revitalization project area to the 10th Street TIF District. Eligible expenses included relocation costs, tenant improvements, and property rehabilitation at 2726 11th Street Road.

Due to the timing of the required relocation and construction activities, the City of Greeley paid activity costs from the Downtown Revitalization project funds. The tenant improvement and relocation has been completed. This Intergovernmental Agreement authorizes reimbursement of all verified eligible activity costs to the City. The IGA is set to expire and staff seeks Council approval to enter into a new IGA.

Fiscal Impact:

Positive Impact: The City will receive a one-time payment of \$373,047.00 from the Greeley Urban Renewal Authority 10th Street TIF District funds. This was approved by GURA on March 11, 2026, and will be processed via one-time funds transfer upon passage of this IGA.

Legal Issues:

None

Other issues and Considerations:

None.

Strategic Focus Area:

Business Growth
Community Vitality

Decision Options:

1. Adopt the resolution as presented; or

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 79, 2026 with Exhibit A
2. GURA 03.11.2026 Meeting Minutes Draft

CITY OF GREELEY, COLORADO
RESOLUTION NO. 79, 2026

**A Resolution approving the Intergovernmental Agreement between the Greeley Urban
Renewal Authority and the City of Greeley regarding the 10th Street TIF District Tenant
Relocation Project**

WHEREAS, the Greeley Urban Renewal Authority (the "Authority") is a body corporate and politic and was duly organized, established and authorized in 1969 by the City of Greeley (the "City") to transact business and exercise its powers as an urban renewal authority, all under and pursuant to Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Act"); and

WHEREAS, C.R.S. § 29-1-203 authorizes the City and the Authority to cooperate and contract with one another regarding functions and services each is authorized to provide;

WHEREAS, pursuant to C.R.S. § 31-25-109 of the Act, the Authority has the power and authority to issue or to incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances or other obligations including refunding obligations (collectively, the "Obligations"), for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the projects in accordance with an adopted urban renewal plan and the Act as approved by the City; and

WHEREAS, on May 17, 2005, City Council adopted Ordinance No. 35, 2005 establishing the West 10th Street Commercial Corridor as a tax increment district ("West 10th Street TIF District") in accordance with the West 10th Street Commercial Corridor Survey and Urban Renewal and Design Plan; and

WHEREAS, the West 10th Street TIF District was created for a period of 25 years, extending to May 2030; and

WHEREAS, the Authority has authorized a contribution from the West 10th Street TIF District fund, not to exceed \$373,047, to complete tenant improvements and eligible relocation costs to accommodate the relocation of a business into a previously vacant building located at 2726 11th Street Road within the West 10th Street TIF District; and

WHEREAS, the business relocation would generate daily foot traffic estimated at 100-120 visitors per day, supporting nearby restaurants, retail, and service businesses and reinforcing the West 10th Street TIF District as an active commercial destination; and

WHEREAS, to expedite the relocation project, the City advanced, or shall advance, funds not to exceed \$373,047 to complete the necessary tenant improvements and eligible relocation costs, with the understanding and agreement that the Authority shall repay the City for such costs; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement (IGA) with Greeley Urban Renewal Authority (Authority) to facilitate reimbursement from GURA to the City in the amount of \$373,047 for tenant improvements at 2726 11th Street Road; and

WHEREAS, it is in the best interests of the citizens of the City to enter into this IGA.

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

Section 1. The City Council hereby authorizes the City staff to enter into the Intergovernmental Agreement attached hereto as Exhibit A.

Section 2. City staff is hereby authorized to make changes and modifications to the Agreement, so long as the substance of the Agreement remains unchanged.

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

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

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A
RESOLUTION No. 79, 2026
CITY OF GREELEY, COLORADO

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date") by and between the Greeley Urban Renewal Authority (the "Authority"), a body corporate and politic duly organized and existing as an urban renewal authority under the laws of the State of Colorado, and the City of Greeley (the "City").

RECITALS

WHEREAS, the Authority is a body corporate and politic and was duly organized, established and authorized in 1969 by the City of Greeley (the "City") to transact business and exercise its powers as an urban renewal authority, all under and pursuant to Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Act"); and

WHEREAS, pursuant to C.R.S. § 31-25-109 of the Act, the Authority has the power and authority to issue or to incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances or other obligations including refunding obligations (collectively, the "Obligations"), for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the projects in accordance with an adopted urban renewal plan and the Act as approved by the City; and

WHEREAS, the City Council approved a Non-Substantial Boundary Amendment to include real property addressed as 2726 West 11th Street Road and 2727 West 11th Street Road into the West 10th Street Urban Renewal Corridor Tax Increment Financing District (the "West 10th Street TIF District") to cause the rehabilitation of a vacant commercial space and facilitate new economic activity within the West 10th Street District; and

WHEREAS, the boundary refinement is minor in nature, maintains logical planning boundaries, and aligns with the existing Urban Renewal Plan; and

WHEREAS, the owners and tenants of 2726 West 11th Street Road and 2727 West 11th Street Road have submitted letters indicating their consent to voluntary inclusion in the West 10th Street TIF District; and

WHEREAS, the owner of 2726 West 11th Street Road, Rocky Mountain Capital Closer LLC has requested a contribution from the Authority in the amount of Three Hundred Seventy-Three Thousand Forty-Seven Dollars (\$373,047.00) to complete specific tenant improvements to accommodate the relocation of Intervention, Inc.; and

WHEREAS, the City, as the landlord for Intervention, Inc. at its prior location at 920 11th Avenue, Greeley, has entered into an agreement with Intervention, Inc. to relocate from 920 11th Avenue to 2726 West 11th Street Road; and

WHEREAS, the relocation of Intervention, Inc. into the formerly-vacant space at 2726 West 11th Street Road would generate daily foot traffic estimated at 100-120 visitors per day, supporting nearby restaurants, retail, and service businesses and reinforcing the area as an active commercial destination.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises of the Parties, and the mutual benefits to be gained by performance, it is agreed as follows:

Section 1. City Obligations.

A. The City finds that contributing funds toward 2726 West 11th Street Road tenant improvements is consistent with the City's urban renewal objectives. The City agrees to reimburse the Rocky Mountain Capital Closer LLC a total amount of Three Hundred Seventy-Three Thousand Forty-Seven Dollars (\$373,047.00) (the "Contribution") after all necessary tenant improvements have been made to 2726 West 11th Street Road.

B. The City shall make the Contribution to Rocky Mountain Capital Closer LLC on a reimbursement basis, following final approval and execution of this Agreement by the Parties.

C. The City shall not make the Contribution to Rocky Mountain Capital Closer LLC until the City has confirmed that all improvements and obligations were constructed and completed, and supporting documentation, to include receipts and proof of payment, have been submitted to the City.

Section 2. Authority Obligations.

A. The Authority finds that contributing funds toward 2726 West 11th Street Road tenant improvements is consistent with the Authority's urban renewal objectives. The Authority shall reimburse to the City a total amount of Three Hundred Seventy-Three Thousand Forty-Seven Dollars (\$373,047.00) upon completion of all necessary tenant improvements at 2726 West 11th Street Road and upon the City's payment to Rocky Mountain Capital Closer LLC in accordance with Section 1.

Section 3. Assignment. Neither this Agreement, nor any of a Party's rights, obligations, duties or authority hereunder, may be assigned in whole or in part.

Section 4. Relationship of Parties. This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.

Section 5. Liability of Parties. No Party shall have any obligation whatsoever to repay any debt, financial obligation, or liability of the other Party, except where specified herein.

Section 6. Insurance. Each Party agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by it pursuant to this Agreement. Such policies shall include, at a minimum, comprehensive general liability, personal injury, and property damage with

minimum combined single limits of not less than the amounts required by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* (the "Immunity Act"). The Parties further understand and agree that each Party, and their officers and their employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Immunity Act.

Section 7. Modification. This Agreement may only be modified, amended, or changed or in whole or in part, by an agreement in writing duly authorized and executed by the Parties. Any request by the City for additional funds from the Authority must be made in writing and authorized by the execution by the Parties of an amendment hereto.

Section 8. Waiver. The waiver of a breach of any provision of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

Section 9. Integration. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

Section 10. Severability. Invalidation of any of the provisions of this Agreement, or of any Section, paragraph, sentence, clause, phrase or work herein, or the application thereof, in any given circumstance, shall not affect the validity of any other provision of this Agreement.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

Section 12. No Multiple-Year Financial Obligation. Nothing herein shall be deemed or construed to create a debt or multiple fiscal year obligation within the meaning of Article X, Section 20 of the Colorado Constitution. Provided, however, the Parties agree that they have appropriated sufficient funds to meet their respective obligations under this Agreement.

Section 13. Headings for Convenience Only. The headings, captions and titles contained herein are for convenience and reference only and are not intended to enlarge or restrict the content thereof.

Section 14. No Third-Party Beneficiaries. The benefits and burdens of this Agreement shall inure solely to the Parties. There are no third-party beneficiaries of this Agreement.

Section 15. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth herein. All notices so given shall be considered effective 72 hours after deposit in the United States first-class mail with the proper address as set forth herein. Either Party by notice so given may change the address to which future notices shall be sent.

Notice to the Authority:

Don Threewitt
Executive Director, Greeley Urban Renewal Authority
1100 10th Street
Greeley, Colorado 80631

Notice to the City: Attn: City Manager
1200 11th Street
Greeley, Colorado 80631

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the day and year first above written.

CITY OF GREELEY
APPROVED AS TO SUBSTANCE:

By: _____
Brian McBroom
City Manager

AS TO AVAILABILITY OF FUNDS:

By: _____
Kirk Jones
Director of Finance

APPROVED AS TO LEGAL FORM:

By: _____
Stacey Aurzada
City Attorney

GREELEY URBAN RENEWAL AUTHORITY

ATTEST:

By: _____
Heather Utrata, Board Chair

Don Threewitt, Executive Director



**GREELEY URBAN RENEWAL AUTHORITY
Proceedings**

**March 11th, 2026
4:30 p.m.**

**1001 11th Avenue
Council Chambers Overflow 103, City Center South
And also conducted remotely**

I. Call to Order

Board Chair Utrata called the meeting to order at 4:32 p.m. with roll call. Commissioners Welsh, Mowery, Silva (virtual), Eitmann (virtual) and Fernandez (virtual) were present (Bond was absent). Quorum met. Kelli Johnson, Deputy City Manager, John Hall, Contractor with the City of Greeley, Don Threewitt, Interim Director of EDUR, B.J. Spamer from EDUR and Katharine Vera of Hoffman, Parker, Wilson and Carberry, attended. We also have guests George and Evelyn Gatsiopoulos, owners of The Paragon Restaurant. We did not have any members of the public attend either in person or online.

II. Approval of minutes for the meeting held on February 11th, 2026

Board Chair Utrata requested a motion to approve the minutes for the meeting held on February 11th, 2026, at 4:32. Board Member Mowery made a motion to approve, and Board Member Welsh seconded the motion; the motion carried 6-0 (Bond was absent).

III. Items of Business

A. 10th Street Façade Grant Program and Reimbursement Request from The Paragon Restaurant – presented by Don Threewitt, request by George and Evelyn Gatsiopoulos

4:34 Don Threewitt provides a brief informational summary of the 10th Street Façade Grant Program, providing the Board with before and after pictures of The Paragon Restaurant, whose façade was dramatically improved during construction spanning from 2025-2026. With the re-ratification of the Façade Grant Program in February 2026, Mr. Gatsiopolous completed a new application in conjunction with his previous approved application in 2020, for reimbursement in the amount of \$40,000.00 based on the review of costs demonstrating \$183,430.77 in paid eligible expenses and

consistent with the former administration's approval in 2020. Commissioner Welsh asks what impact the new façade has made on his business. Both George and Evelyn comment that the façade program has had a major impact, not only on his customers, who have commented on the beauty of the new façade, but also his business neighbors, who have asked about the Façade Program. Commissioner Silva makes a motion to approve the reimbursement to The Paragon Restaurant in the amount of \$40,000.00. Commissioner Eitmann seconds the motion. The motion carries 6-0 (Bond was absent).

B. 10th Street TIF District: Proposed Non-Substantial Boundary Modification

(4:42) Don Threewitt provides background information on the 10th Street Tax Increment Financing (TIF) District, and the proposed boundary adjustment. TIF funds may be used for infrastructure improvements that help spur development, fixed improvements to buildings that enhance further development, and in some cases, acquisition of sites for redevelopment. Implementation of the City of Greeley's "Downtown Revitalization" project includes the acquisition of several properties with active tenancy. One tenant, Interventions Inc, requires new space and has identified the property at 2726 11th Street Road as a preferred potential relocation site. If selected, this occupancy will cause the rehabilitation of a vacant commercial space and facilitate new economic activity within the district. Once the boundary adjustment is approved by City Council, the new properties will enjoy access to existing urban renewal programs and benefits applicable throughout the district. The owner of 2726 11th Street Road intends to engage in specific tenant improvements to accommodate Interventions, Inc., and this reinvestment in a formerly vacant space is an eligible Urban Renewal activity. A separate Intergovernmental Agreement ("IGA") will be adopted by City Council to authorize GURA to reimburse up to \$374,000 of eligible reinvestment activity for property improvements. The property at 2727 11th Street Road is situated between the existing district boundary and the Interventions subject property. Project proponents contacted the existing property owner, AJS Investments, and the existing tenant, NAPA Auto Parts, to solicit voluntary inclusion to retain a logical and rational boundary for the district. This property has no immediate plans for urban renewal activities but may seek assistance with property improvements or rehabilitation in the future. The boundary refinement is minor in nature, maintains logical planning boundaries, and aligns with the intent of the existing Urban Renewal Plan to catalyze economic activity and reinvestment without materially expanding the overall scope of the district. The owners and businesses voluntarily request inclusion into the 10th Street TIF District; therefore, this site complies with criteria in C.R.S. 31-25-103 (2)(l) that this is a voluntary inclusion by the owner and tenant(s), and no blight characterization is required to fulfill its eligibility. At the April 7, 2026, City Council Meeting, staff will propose a non-substantial boundary amendment to the 10th Street TIF District and propose an Urban Renewal Project, adding two contiguous parcels. The request is a non-substantial Boundary Amendment to include real property addressed as 2726 West 11th Street Road, owned by Rocky Mountain Capital Closer, and 2727 West 11th Street Road, owned by AJS Investments. At 4:42 Board Chair Utrata opened the floor for questions. Commissioner Silva asks whether notice is given to other entities within the TIF District regarding these proposed changes. Don states that notification

has already gone out to businesses within this TIF district. Commissioner Welsh announces that she is an employee of one of the 10th Street businesses and asks if this is a conflict of interest as a member of the GURA Board. Commissioner Welsh clarifies that she is an employee of the High Plains Library. Katie Vera of HPWC, GURA's legal team states that this is not a direct conflict and needs not to be considered. Commissioner Eitmann adds that she has no further questions. Board Chair Utrata calls for a motion. Commissioner Welsh recommends a motion to approve, Commissioner Silva seconds the motion. The motion carries 6-0 (Bond absent).

C. Urban Renewal Program

(4:52) Don Threewitt provides the Board with information on the Urban Renewal Project, asking the Board for recommendations to take the relocation of Interventions, located at 2726 11th Street Road, to City Council for project funding support not to exceed \$374,000.00. If approved this would direct staff to prepare a presentation for approval with City Council. Commissioner Silva asks if the Board has the funding necessary to cover this ask. B.J. Spamer pulls GURA's financial information from this TIF Districts end of year 2025 balance sheet, which reflects a balance of \$2.9 million dollars. Commissioner Mowery makes a motion to approve, the motion is seconded by Commissioner Silva, all approve 6-0 (Bond absent).

D. Camfield Corner Follow Up Discussion

(4:56) Don Threewitt informs the Board that City staff and the Greeley Housing Authority (GHA) toured two Camfield Corner units on February 9, 2026. GHA subsequently issued a Letter of Intent (LOI) to GURA, requesting GURA's consideration of transferring ownership of Camfield Corner to GHA. GHA has expressed commitment to keeping current tenants in place or finding them alternative housing, as needed. Additional inspections of the Camfield Corner units by GHA and a City Building Inspector are currently scheduled for Thursday, March 12, 2026, at 10:00 am. High Plains Housing Development has also expressed interest in the property as part of a LIHTC project plan. The City suggested High Plains connect with GHA to discuss potential collaboration on the purchase, repair/upgrade, and/or leasing of any future Camfield Corner units as affordable housing. GTH has a combined property insurance policy with their sister organization, Greeley Family House, and the insurer does not provide an itemized invoice for each property; however, the insurer advised that the portion of premium to be attributed to Camfield Corner could be determined by multiplying the total value of all buildings (using the policy limits for each building) by 0.0060. Based on this formula, GTH estimated the 2026 Camfield Corner policy premium at \$28,920. The GURA Board approved reimbursement in that amount during the February Board Meeting, contingent on staff review of invoices and proof of payment. Staff calculated a corrected amount of \$25,932.87 due for the 2026 insurance premium and GTH agreed. GTH was asked to provide receipts and proof of payment for any additional repair/maintenance items they would like the Board to consider. The GTH Executive Director responded that "there are no other charges due to GFH from Camfield". On March 3, 2026, payment was initiated to GTH for the \$25,932.87 insurance premium reimbursement. Payment will be made in the next check run on Thursday, March 12, 2026.

E. Administrative Items

- A GURA webpage is currently under development
- Content has been added for the 10th Street Façade Program
- Placeholder introduction cards are included for the GURA Board (headshots are also available depending on the Board’s preferences)
- Board Books are provided to all Board members, distributed at the March 11th, 2026 meeting

IV. Board Member Comments/Reports

At 5:18 Chair Utrata informs the Board that Evans will be adopting a Wildfire Resiliency Code. Don Threewitt adds that Greeley will be adopting a similar code as well, in effort to reduce the impact of wildfires both on residents and businesses.

V. Staff Reports

No reports are offered at this time.

VI. Adjournment

There being no further business, Chair Utrata moved to adjourn the meeting at 5:21 p.m., Commissioner Fernandez, whose call was dropped around the 5:20 mark, was able to rejoin the meeting as it ended at 5:22.

GURA Secretary, Don Threewitt

Heather Utrata, Board Chair



Council Agenda Summary

June 2, 2026

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

Title:

Resolution of the Greeley City Council officially naming the new dog park, "The Barkyard"

Summary:

The City of Greeley is developing its first dedicated dog park as part of the larger Ferguson Park property located north of Highway 34 between 71st Avenue and 83rd Avenue. Situated on the southeast portion of the site, the dog park is designed with amenities intended to create a safe, accessible, and welcoming space for residents and their pets. Planned amenities include separate fenced areas for small and large dogs with secure double-gated entries, benches and shade features, dog-friendly water fountains, convenient parking, signage, proper drainage, and ADA-compliant walking paths.

To support development of a community identity for the new facility, the City conducted a public engagement process through Speak Up Greeley in July 2025 to collect naming ideas. Twenty-seven names were submitted and reviewed utilizing the Culture, Parks and Recreation Department Property Naming Policy. Following review and discussion, the Parks and Recreation Advisory Board recommended the name 'The Barkyard' for the City's first dedicated dog park.

Fiscal Impact:

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

No Impact: Vote to approve park name

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

Quality of Life

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 80, 2026

**THE CITY OF GREELEY, COLORADO
RESOLUTION NO. 80, 2026**

**A RESOLUTION OF THE GREELEY CITY COUNCIL OFFICIALLY NAMING THE
NEW DOG PARK, “THE BARKYARD”**

WHEREAS, the City of Greeley is developing a new dog park designed with amenities to support residents and their pets; and

WHEREAS, the proposed dog park will include separate fenced areas for small and large dogs with secure double-gated entries, seating areas, shade features, dog-friendly water fountains, convenient parking, clear signage, proper drainage, and ADA-compliant walking paths; and

WHEREAS, the City conducted a public engagement process through Speak Up Greeley in July 2025 to solicit naming suggestions for the dog park; and

WHEREAS, pursuant to Greeley Municipal Code Section 2-422(6), the Parks and Recreation Advisory Board is tasked with recommending the name of new parks or renaming existing parks under the jurisdiction of the Department of Culture, Parks and Recreation; and

WHEREAS, at the May 1, 2026 regular meeting of the Parks and Recreation Advisory Board, the Board recommended naming the new dog park 'The Barkyard'; and

WHEREAS, the name The Barkyard establishes a playful and welcoming identity that reflects the purpose of the facility as a community gathering space for residents and their pets.

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

Section 1. The City Council hereby officially names the new dog park as The Barkyard.

Section 2. This Resolution shall take effect immediately upon its passage as provided by the Greeley City Charter.

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

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor



Council Agenda Summary

June 2, 2026

Key Staff Contact: Diana Frick, Cultural Parks and Recreation Director, Justin Scharton, Natural Areas & Trails Manager

Title:

Resolution of the Greeley City Council officially naming the Triple Creek Natural Area

Summary:

The Culture, Parks and Recreation Department conducted a community engagement campaign to identify a permanent name for a natural area property located between 71st Avenue and 82nd Avenue along both the north and south sides of 20th Street in west Greeley. The seven interconnected parcels total approximately 42 acres and include paved trails, wetlands, grasslands, and stormwater drainage features that connect to the Sheep Draw Trail system.

The naming campaign generated 35 community submissions through an online ideas board and achieved a social media reach of more than 436,000. Staff reviewed all submissions utilizing the Department's Property Naming Policy and considered opportunities to reflect the location, natural history, and character of the site.

Following review and discussion, the Parks and Recreation Advisory Board recommended "Triple Creek Natural Area" as the preferred name, citing the area's natural drainage features and strong connection to the site's identity and history.

Fiscal Impact:

No Impact: Vote to approve name of natural area

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

Quality of Life

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 81, 2026

**THE CITY OF GREELEY, COLORADO
RESOLUTION NO. 81, 2026**

**A RESOLUTION OF THE GREELEY CITY COUNCIL OFFICIALLY NAMING
THE TRIPLE CREEK NATURAL AREA**

WHEREAS, the City of Greeley conducted a community engagement campaign to identify a permanent name for a natural area property; and

WHEREAS, the seven interconnected parcels, totaling 42 acres in the Mountain Vista and Owl Ridge neighborhoods in west Greeley, comprise the natural area which features paved trails, wetlands, grasslands, and stormwater drainage; and

WHEREAS, runoff from these lands drain into Sheep Draw to the north and the trails connect to the Sheep Draw Trail, with expanded trail connections planned in the future to a new City community park to the south; and

WHEREAS, while the Natural Area and Trails Division (NAT) has been managing this area for several years and has constructed trails and a trailhead on portions of the property, the final parcel was conveyed to the City in 2025 when the developer satisfied federal wetland mitigation restoration requirements; and

WHEREAS, the City conducted a public engagement process from January 8 through February 16, 2026, that generated 35 public submissions and achieved a social media reach of 436,635 through Speak Up Greeley to solicit naming suggestions for the natural area; and

WHEREAS, staff reviewed naming options utilizing the Culture, Parks and Recreation Department Property Naming Policy and considered opportunities to reflect the site's location, natural history, culture, and educational value; and

WHEREAS, pursuant to Greeley Municipal Code Section 2-422(6), the Parks and Recreation Advisory Board is tasked with recommending the name of new parks or renaming existing parks under the jurisdiction of the Department of Culture, Parks and Recreation; and

WHEREAS, at the March 6, 2026, regular meeting of the Parks and Recreation Advisory Board, the Board recommended naming the property "Triple Creek Natural Area"; and

WHEREAS, the name Triple Creek Natural Area recognizes the history and geographic characteristics of the area and aligns with the City's naming policy criteria.

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

Section 1. The City Council hereby officially names the natural area the Triple Creek Natural Area.

Section 2. This Resolution shall take effect immediately upon its passage as provided by the Greeley City Charter.

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

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor



Council Agenda Summary

June 2, 2026

Key Staff Contact: Diana Frick, Cultural Parks and Recreation Director, Jill Krantz, Cultural Parks and Recreation Deputy Director

Title:

Resolution of the Greeley City Council officially naming Ferguson Park

Summary:

The City of Greeley is developing a new community park located north of Highway 34 between 71st Avenue and 83rd Avenue, intended to provide recreation opportunities, community gathering spaces, and improved connectivity for residents. Planned amenities include trail connections, ADA-compliant walking paths, public art, convenient parking, signage, and seating and shade features.

To establish a community identity for the future park, the City conducted a public engagement process through Speak Up Greeley in March 2026 to collect naming ideas. Staff reviewed the proposed names utilizing the Culture, Parks and Recreation Department Property Naming Policy and considered opportunities to reflect the site's history and community value.

Following review and discussion, the Parks and Recreation Advisory Board recommended the name 'Ferguson Park.' The recommendation honors the former property owner, whose decision to sell the land to the City helped preserve the area as open and undeveloped property for future public use and benefit.

Fiscal Impact:

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

No Impact: Vote to name the park

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

Quality of Life

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 82, 2026

**THE CITY OF GREELEY, COLORADO
RESOLUTION NO. 82, 2026**

**A RESOLUTION OF THE GREELEY CITY COUNCIL OFFICIALLY NAMING
FERGUSON PARK**

WHEREAS, the City of Greeley is developing a new community park designed to provide recreation opportunities, connectivity, and community gathering spaces for residents; and

WHEREAS, planned park amenities include trail connections, ADA-compliant walking paths, public art, convenient parking, signage, and seating and shade features for public enjoyment; and

WHEREAS, the City conducted a public engagement process through Speak Up Greeley in March 2026 to collect naming suggestions for the community park; and

WHEREAS, pursuant to Greeley Municipal Code Section 2-422(6), the Parks and Recreation Advisory Board is tasked with recommending the name of new parks or renaming existing parks under the jurisdiction of the Department of Culture, Parks and Recreation; and

WHEREAS, at the May 1, 2026 regular meeting of the Parks and Recreation Advisory Board, the Board recommended naming the community park 'Ferguson Park'; and

WHEREAS, the name Ferguson Park honors the former property owner, whose actions helped preserve the property as open and undeveloped land for future public benefit.

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

Section 1. The City Council hereby officially names the new community park Ferguson Park.

Section 2. This Resolution shall take effect immediately upon its passage as provided by the Greeley City Charter.

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

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor



Council Agenda Summary

June 2, 2026

Key Staff Contact: Donald Threewitt, Interim Director of Community Development, Michael Franke, Planner III

Title:

Introduction and first reading of fifteen ordinances annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as "Great Western Industrial Park (GWIP) Serial Annexations No. 1 through No. 15," located generally south of Eastman Park Drive, east of State Highway 257, west of Great Western Drive, and north of Weld County Road 62 1/4, into the City of Greeley. The subject sites are comprised of a total of 325.63 acres.

Summary:

The property owner and applicant, Windsor Renewal I, LLC and GWIP, LLC, have petitioned the City of Greeley to annex a total of 325.63 acres of unincorporated property known as the Great Western Industrial Park (GWIP) Serial Annexation No. 1 through No. 15. The annexations consist of five parcels: Parcel No. 080726200026, Parcel No. 080726300026, Parcel No. 080726300027, Parcel No 080735200035, and Parcel No. 080726200012.

The City Council heard and adopted the resolutions of substantial compliance for this serial annexation on March 17, 2026 (Res. No. 25-39, 2026). Please find those resolutions and video here: [March 17, 2026 Council Meeting](#). Also, the City Council heard and adopted the resolutions finding eligibility with State Annexation laws, as set in C.R.S 31-12-104; 105 on May 5, 2026 (Res. No. 58-72, 2026). Please find the resolutions and video here: [May 5, 2026 Council Meeting](#) Noticing and publication as required by C.R.S 31-12-108 was completed by the City Clerk's Office for the eligibility hearing. The Clerk's Office published notification of this serial annexation on March 27, April 3, April 10, April, 17, and April 24, 2026.

The annexation applications were heard at Planning Commission on May 26, 2026. Planning Commission recommended to approve the annexation, voting 4-1. Letters regarding the public hearing were mailed to surrounding property owners, signs were posted on the site, and public notice was published on the City of Greeley website.

Staff reviewed the petitions and finds them in substantial compliance with the requirements of C.R.S. § 31-12-107 and Greeley's Development Code. The public hearing for the GWIP Serial Annexation is set for June 16, 2026.

Please use the following link [May 26, 2026 Planning Commission Packet](#) to view the following attachments:

1. Staff Report
2. Project Narrative
3. Annexation No. 1 Petition, Legal Description, & Map
4. Annexation No. 2 Petition, Legal Description, & Map
5. Annexation No. 3 Petition, Legal Description, & Map
6. Annexation No. 4 Petition, Legal Description, & Map
7. Annexation No. 5 Petition, Legal Description, & Map
8. Annexation No. 6 Petition, Legal Description, & Map
9. Annexation No. 7 Petition, Legal Description, & Map
10. Annexation No. 8 Petition, Legal Description, & Map
11. Annexation No. 9 Petition, Legal Description, & Map
12. Annexation No. 10 Petition, Legal Description, & Map
13. Annexation No. 11 Petition, Legal Description, & Map
14. Annexation No. 12 Petition, Legal Description, & Map
15. Annexation No. 13 Petition, Legal Description, & Map
16. Annexation No. 14 Petition, Legal Description, & Map
17. Annexation No. 15 Petition, Legal Description, & Map
18. Vicinity Map
19. Neighborhood Notification Boundary Map
20. Staff Presentation
21. Applicant Presentation
22. GFD Will-Serve
23. GPD Will-Serve
24. Greeley Water and Sewer Will-Serve
25. Town of Windsor Letter

26. WSFR Letter

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from potential considerations for emergency response.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 1" comprised of 0.002 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 2" comprised of 0.006 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 3" comprised of 0.016 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 4" comprised of 0.059 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 5" comprised of 0.255 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 6" comprised of 0.306 acres and schedule the

public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 7" comprised of 0.370 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 8" comprised of 1.134 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 9" comprised of 0.001 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 10" comprised of 0.005 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 11" comprised of 0.016 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 12" comprised of 0.055 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 13" comprised of 0.256 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 14" comprised of 0.723 acres and schedule the public hearing and second reading for June 16, 2026.

A motion to introduce the ordinance regarding the proposed annexation of property known as "Great Western Industrial Park (GWIP) Serial Annexation No. 15" comprised of 322.427 acres and schedule the public hearing and second reading for June 16, 2026.

Attachments:

1. Ordinance No. 22, 2026 with Appendix A
2. Ordinance No. 23, 2026 with Appendix A
3. Ordinance No. 24, 2026 with Appendix A
4. Ordinance No. 25, 2026 with Appendix A
5. Ordinance No. 26, 2026 with Appendix A
6. Ordinance No. 27, 2026 with Appendix A
7. Ordinance No. 28, 2026 with Appendix A
8. Ordinance No. 29, 2026 with Appendix A
9. Ordinance No. 30, 2026 with Exhibit A
10. Ordinance No. 31, 2026 with Exhibit A

11. Ordinance No. 32, 2026 with Appendix A
12. Ordinance No. 33, 2026 with Appendix A
13. Ordinance No. 34, 2026 with Exhibit A
14. Ordinance No. 35, 2026 with Appendix A
15. Ordinance No. 36, 2026 with Exhibit A

CITY OF GREELEY, COLORADO
ORDINANCE NO. 22, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 1,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.002 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.0002-acre property it owns known as the GWIP Serial Annexation No. 1 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 25, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 58, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ___DAY OF____, 2026.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 22, 2026

Legal Description of GWIP Serial Annexation No. 1 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 79°45'26" WEST, A DISTANCE OF 152.09 FEET TO THE POINT OF BEGINNING, BEING A POINT ON THE WESTERLY LIMITS OF THE GOLDEN TRIANGLE SECOND ANNEXATION AS RECORDED UNDER RECEPTION NUMBERS 01997981 AND 01997982 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE SOUTH 09°08'30" EAST, ALONG SAID WESTERLY LIMITS, A DISTANCE OF 10.22 FEET;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 13.09 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'58" EAST, A DISTANCE OF 8.50 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 6.00 FEET;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 8.50 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.002 ACRES, (69 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 23, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 2,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.006 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.0006-acre property it owns known as the GWIP Serial Annexation No. 2 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 26, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026 City Council adopted Resolution No. 59, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 23, 2026

Legal Description of GWIP Serial Annexation No 2 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 83°46'34" WEST, A DISTANCE OF 162.07 FEET TO THE **POINT OF BEGINNING**, BEING THE SOUTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 1;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 26.17 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 18.13 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 18.13 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 18.13 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 18.13 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 26.17 FEET TO THE NORTHWEST CORNER OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 1;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 1, THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;

2. SOUTH 87°18'49" EAST, A DISTANCE OF 8.50 FEET;

3. SOUTH 02°41'11" WEST, A DISTANCE OF 6.00 FEET;

4. NORTH 87°18'49" WEST, A DISTANCE OF 8.50 FEET;

5. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.006 ACRES, (240 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 24, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 3,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.016 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.016-acre property it owns known as the GWIP Serial Annexation No. 3 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 27, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 60, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation and is annexed to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 24, 2026

Legal Description of GWIP Serial Annexation No. 3 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 84°16'04" WEST, A DISTANCE OF 188.21 FEET TO THE **POINT OF BEGINNING**, BEING THE SOUTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 2;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 83.86 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 58.71 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 58.71 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 58.71 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 58.71 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 83.86 FEET TO THE NORTHWEST CORNER OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 2;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 2, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
2. SOUTH 87°18'49" EAST, A DISTANCE OF 18.13 FEET;
3. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
4. NORTH 87°18'49" WEST, A DISTANCE OF 18.13 FEET;
5. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
6. SOUTH 87°18'49" EAST, A DISTANCE OF 18.13 FEET;
7. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
8. NORTH 87°18'49" WEST, A DISTANCE OF 18.13 FEET;
9. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.016 ACRES, (676 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 25, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 4,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.059 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.059-acre property it owns known as the GWIP Serial Annexation No. 4 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 28, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 61, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation and is annexed to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 25, 2026

Legal Description of GWIP Serial Annexation No. 4 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 85°12'24" WEST, A DISTANCE OF 271.98 FEET TO THE **POINT OF BEGINNING**, BEING THE SOUTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 3;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 296.44 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 155.25 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 155.25 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 155.25 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 155.25 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 296.44 FEET TO THE NORTHWEST CORNER OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 3;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 3, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
2. SOUTH 87°18'49" EAST, A DISTANCE OF 58.71 FEET;
3. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
4. NORTH 87°18'49" WEST, A DISTANCE OF 58.71 FEET;
5. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
6. SOUTH 87°18'49" EAST, A DISTANCE OF 58.71 FEET;
7. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
8. NORTH 87°18'49" WEST, A DISTANCE OF 58.71 FEET;
9. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.059 ACRES, (2,578 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 26, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 5,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.255 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.255-acre property it owns known as the GWIP Serial Annexation No. 5 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 29, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 62, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City's comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City's land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 26, 2026

Legal Description of GWIP Serial Annexation No 5 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 86°18'20" WEST, A DISTANCE OF 568.33 FEET TO THE **POINT OF BEGINNING**, BEING THE SOUTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 4;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 1,135.27 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 218.52 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 218.52 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 218.52 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 218.52 FEET;

THENCE NORTH 02°41'11" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 1,135.27 FEET TO THE NORTHWEST CORNER OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 4;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 4, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
2. SOUTH 87°18'49" EAST, A DISTANCE OF 155.25 FEET;
3. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
4. NORTH 87°18'49" WEST, A DISTANCE OF 155.25 FEET;
5. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
6. SOUTH 87°18'49" EAST, A DISTANCE OF 155.25 FEET;
7. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
8. NORTH 87°18'49" WEST, A DISTANCE OF 155.25 FEET;
9. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.255 ACRES, (11,099 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 27, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 6,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.306 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.306-acre property it owns known as the GWIP Serial Annexation No. 6 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 30, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 63, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council, hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 27, 2026

Legal Description of GWIP Serial Annexation No 6 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34 AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 86°58'38" WEST, A DISTANCE OF 1,703.53 FEET TO THE **POINT OF BEGINNING**, BEING THE SOUTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 5;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 626.65 FEET;

THENCE SOUTH 84°15'55" WEST, A DISTANCE OF 779.03 FEET;

THENCE NORTH 05°44'05" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 84°15'55" EAST, A DISTANCE OF 398.40 FEET;

THENCE NORTH 05°44'05" WEST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 84°15'55" WEST, A DISTANCE OF 398.40 FEET;

THENCE NORTH 05°44'05" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 84°15'55" EAST, A DISTANCE OF 398.40 FEET;

THENCE NORTH 05°44'05" WEST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 84°15'55" WEST, A DISTANCE OF 398.40 FEET;

THENCE NORTH 05°44'05" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 84°15'56" EAST, A DISTANCE OF 779.78 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 627.38 FEET TO THE NORTHWEST CORNER OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 5;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 5, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
2. SOUTH 87°18'49" EAST, A DISTANCE OF 218.52 FEET;
3. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
4. NORTH 87°18'49" WEST, A DISTANCE OF 218.52 FEET;
5. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
6. SOUTH 87°18'49" EAST, A DISTANCE OF 218.52 FEET;
7. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET;
8. NORTH 87°18'49" WEST, A DISTANCE OF 218.52 FEET;
9. SOUTH 02°41'11" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.306 ACRES, (13,344 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 28, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 7,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.370 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.370-acre property it owns known as the GWIP Serial Annexation No. 7 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 31, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 64, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Section 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 28, 2026

Legal Description of GWIP Serial Annexation No 7 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 89°14'10" WEST, A DISTANCE OF 3,102.54 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 6;

THENCE SOUTH 84°15'55" WEST, A DISTANCE OF 672.72 FEET;

THENCE NORTH 00°00'37" WEST, A DISTANCE OF 655.37 FEET;

THENCE NORTH 36°05'31" EAST, A DISTANCE OF 66.47 FEET;

THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.45 FEET;

THENCE NORTH 31°18'44" EAST, A DISTANCE OF 194.16 FEET;

THENCE NORTH 42°52'20" EAST, A DISTANCE OF 73.92 FEET;

THENCE NORTH 58°40'04" EAST, A DISTANCE OF 30.38 FEET;

THENCE SOUTH 31°19'56" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 30.10 FEET;

THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 73.44 FEET;

THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 193.79 FEET;

THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.53 FEET;

THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 66.08 FEET;

THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 501.11 FEET;

THENCE NORTH 89°59'23" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°00'37" WEST, A DISTANCE OF 500.46 FEET;
THENCE NORTH 36°05'31" EAST, A DISTANCE OF 65.68 FEET;
THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.62 FEET;
THENCE NORTH 31°18'44" EAST, A DISTANCE OF 193.41 FEET;
THENCE NORTH 42°52'20" EAST, A DISTANCE OF 72.96 FEET;
THENCE NORTH 58°40'04" EAST, A DISTANCE OF 29.83 FEET;
THENCE SOUTH 31°19'56" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 29.55 FEET;
THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 72.48 FEET;
THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 193.03 FEET;
THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.70 FEET;
THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 65.29 FEET;
THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 499.80 FEET;
THENCE NORTH 89°59'23" EAST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 00°00'37" WEST, A DISTANCE OF 499.15 FEET;
THENCE NORTH 36°05'31" EAST, A DISTANCE OF 64.90 FEET;
THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.79 FEET;
THENCE NORTH 31°18'44" EAST, A DISTANCE OF 192.66 FEET;
THENCE NORTH 42°52'20" EAST, A DISTANCE OF 72.00 FEET;
THENCE NORTH 58°40'04" EAST, A DISTANCE OF 29.27 FEET;
THENCE SOUTH 31°19'56" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 28.99 FEET;
THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 71.52 FEET;
THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 192.28 FEET;
THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.87 FEET;
THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 64.50 FEET;

THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 641.06 FEET;

THENCE NORTH 84°15'56" EAST, A DISTANCE OF 661.67 FEET TO THE NORTHWEST CORNER OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 6;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 6, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 05°44'05" EAST, A DISTANCE OF 2.00 FEET;
2. NORTH 84°15'55" EAST, A DISTANCE OF 398.40 FEET;
3. SOUTH 05°44'05" EAST, A DISTANCE OF 2.00 FEET;
4. SOUTH 84°15'55" WEST, A DISTANCE OF 398.40 FEET;
5. SOUTH 05°44'05" EAST, A DISTANCE OF 2.00 FEET;
6. NORTH 84°15'55" EAST, A DISTANCE OF 398.40 FEET;
7. SOUTH 05°44'05" EAST, A DISTANCE OF 2.00 FEET;
8. SOUTH 84°15'55" WEST, A DISTANCE OF 398.40 FEET;
9. SOUTH 05°44'05" EAST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.370 ACRES, (16,124 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 29, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 8,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 1.134 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 1.134-acre property it owns known as the GWIP Serial Annexation No. 8 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 32, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 65, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 29, 2026

Legal Description of GWIP Serial Annexation No 8 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34 AND THE WEST HALF OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO; THENCE NORTH 72°28'18" WEST, A DISTANCE OF 3,646.14 FEET TO THE **POINT OF BEGINNING**, BEING THE SOUTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 7;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK ANNEXATION NO. 7, THE FOLLOWING TWENTY NINE (29) COURSES;

1. THENCE NORTH 31°19'56" WEST, A DISTANCE OF 2.00 FEET;
2. THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 29.27 FEET;
3. THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 72.00 FEET;
4. THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 192.66 FEET;
5. THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.79 FEET;
6. THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 64.90 FEET;
7. THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 499.15 FEET;
8. THENCE SOUTH 89°59'23" WEST, A DISTANCE OF 2.00 FEET;
9. THENCE NORTH 00°00'37" WEST, A DISTANCE OF 499.80 FEET;
10. THENCE NORTH 36°05'31" EAST, A DISTANCE OF 65.29 FEET;
11. THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.70 FEET;
12. THENCE NORTH 31°18'44" EAST, A DISTANCE OF 193.03 FEET;

13. THENCE NORTH 42°52'20" EAST, A DISTANCE OF 72.48 FEET;
14. THENCE NORTH 58°40'04" EAST, A DISTANCE OF 29.55 FEET;
15. THENCE NORTH 31°19'56" WEST, A DISTANCE OF 2.00 FEET;
16. THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 29.83 FEET;
17. THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 72.96 FEET;
18. THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 193.41 FEET;
19. THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.62 FEET;
20. THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 65.68 FEET;
21. THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 500.46 FEET;
22. THENCE SOUTH 89°59'23" WEST, A DISTANCE OF 2.00 FEET;
23. THENCE NORTH 00°00'37" WEST, A DISTANCE OF 501.11 FEET;
24. THENCE NORTH 36°05'31" EAST, A DISTANCE OF 66.08 FEET;
25. THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.53 FEET;
26. THENCE NORTH 31°18'44" EAST, A DISTANCE OF 193.79 FEET;
27. THENCE NORTH 42°52'20" EAST, A DISTANCE OF 73.44 FEET;
28. THENCE NORTH 58°40'04" EAST, A DISTANCE OF 30.10 FEET;
29. THENCE NORTH 31°19'56" WEST, A DISTANCE OF 2.00 FEET;
- THENCE NORTH 58°40'04" EAST, A DISTANCE OF 41.07 FEET;
- THENCE NORTH 80°24'15" EAST, A DISTANCE OF 130.37 FEET;
- THENCE SOUTH 85°42'16" EAST, A DISTANCE OF 400.68 FEET;
- THENCE NORTH 29°52'21" WEST, A DISTANCE OF 38.70 FEET;
- THENCE NORTH 84°12'49" EAST, A DISTANCE OF 87.68 FEET;
- THENCE NORTH 70°20'24" EAST, A DISTANCE OF 79.04 FEET;

THENCE NORTH 50°40'32" EAST, A DISTANCE OF 246.78 FEET;
THENCE NORTH 39°24'57" EAST, A DISTANCE OF 142.09 FEET;
THENCE NORTH 59°00'45" EAST, A DISTANCE OF 61.09 FEET;
THENCE NORTH 35°04'44" EAST, A DISTANCE OF 214.48 FEET;
THENCE NORTH 14°47'44" EAST, A DISTANCE OF 126.10 FEET;
THENCE NORTH 24°37'43" WEST, A DISTANCE OF 150.38 FEET;
THENCE NORTH 16°13'14" EAST, A DISTANCE OF 96.50 FEET;
THENCE NORTH 00°14'24" EAST, A DISTANCE OF 107.70 FEET;
THENCE NORTH 49°11'48" WEST, A DISTANCE OF 48.96 FEET;
THENCE NORTH 75°23'24" WEST, A DISTANCE OF 52.11 FEET;
THENCE NORTH 46°20'17" WEST, A DISTANCE OF 198.08 FEET;
THENCE NORTH 16°46'18" WEST, A DISTANCE OF 90.08 FEET;
THENCE NORTH 04°12'48" EAST, A DISTANCE OF 271.27 FEET;
THENCE NORTH 40°32'39" EAST, A DISTANCE OF 163.94 FEET;
THENCE NORTH 54°26'06" EAST, A DISTANCE OF 198.64 FEET;
THENCE NORTH 34°05'15" EAST, A DISTANCE OF 125.31 FEET;
THENCE NORTH 61°24'02" EAST, A DISTANCE OF 53.49 FEET;
THENCE NORTH 85°01'46" EAST, A DISTANCE OF 61.03 FEET;
THENCE SOUTH 79°36'11" EAST, A DISTANCE OF 123.32 FEET;
THENCE SOUTH 65°08'55" EAST, A DISTANCE OF 144.96 FEET;
THENCE SOUTH 45°46'08" EAST, A DISTANCE OF 49.35 FEET;
THENCE NORTH 89°33'55" EAST, A DISTANCE OF 669.45 FEET;
THENCE NORTH 00°05'00" WEST, A DISTANCE OF 296.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3,075.00 FEET, THE RADIUS

POINT OF SAID CURVE BEARS NORTH 00°30'47" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'11", AN ARC LENGTH OF 10.00 FEET;

THENCE SOUTH 00°05'00" EAST, A DISTANCE OF 306.51 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE SOUTH 89°33'55" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 683.60 FEET;

THENCE NORTH 45°45'52" WEST, A DISTANCE OF 51.68 FEET;

THENCE NORTH 65°08'39" WEST, A DISTANCE OF 141.98 FEET;

THENCE NORTH 79°35'55" WEST, A DISTANCE OF 120.70 FEET;

THENCE SOUTH 85°02'02" WEST, A DISTANCE OF 57.59 FEET;

THENCE SOUTH 61°24'18" WEST, A DISTANCE OF 48.97 FEET;

THENCE SOUTH 34°05'31" WEST, A DISTANCE OF 124.67 FEET;

THENCE SOUTH 54°26'22" WEST, A DISTANCE OF 199.22 FEET;

THENCE SOUTH 40°32'55" WEST, A DISTANCE OF 159.44 FEET;

THENCE SOUTH 04°13'04" WEST, A DISTANCE OF 266.14 FEET;

THENCE SOUTH 16°46'02" EAST, A DISTANCE OF 85.59 FEET;

THENCE SOUTH 46°16'25" EAST, A DISTANCE OF 193.43 FEET;

THENCE SOUTH 75°23'08" EAST, A DISTANCE OF 51.85 FEET;

THENCE SOUTH 49°11'32" EAST, A DISTANCE OF 55.89 FEET;

THENCE SOUTH 00°14'40" WEST, A DISTANCE OF 113.71 FEET;

THENCE SOUTH 16°13'30" WEST, A DISTANCE OF 94.18 FEET;

THENCE SOUTH 24°37'27" EAST, A DISTANCE OF 150.24 FEET;

THENCE SOUTH 14°48'00" WEST, A DISTANCE OF 131.45 FEET;

THENCE SOUTH 35°04'55" WEST, A DISTANCE OF 218.40 FEET;

THENCE SOUTH 59°01'01" WEST, A DISTANCE OF 61.48 FEET;

THENCE SOUTH 39°25'13" WEST, A DISTANCE OF 141.35 FEET;

THENCE SOUTH 50°40'48" WEST, A DISTANCE OF 249.50 FEET;

THENCE SOUTH 70°20'40" WEST, A DISTANCE OF 81.99 FEET;

THENCE SOUTH 84°13'05" WEST, A DISTANCE OF 73.28 FEET TO A POINT ON THE WEST LINE OF SAID WEST HALF OF SECTION 35;

THENCE SOUTH 29°52'21" EAST, ALONG SAID WEST LINE, A DISTANCE OF 41.57 FEET;

THENCE NORTH 85°42'16" WEST, A DISTANCE OF 418.34 FEET;

THENCE SOUTH 80°24'15" WEST, A DISTANCE OF 127.23 FEET;

THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 39.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.134 ACRES, (49,404 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 30, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 9,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.001 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.001-acre property it owns known as the GWIP Serial Annexation No. 9 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 33, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 66, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council, hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ___DAY OF____, 2026.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 30, 2026

Legal Description of GWIP Serial Annexation No 9 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 18°56'58" WEST, A DISTANCE OF 3,561.27 FEET TO THE **POINT OF BEGINNING**, BEING THE NORTHWEST CORNER OF CROSSROADS BOULEVARD AS DESCRIBED AS PARCEL RW-4 IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 4565823 IN THE RECORDS OF THE WELD COUNTY CLERK AN RECORDER, SAID POINT BEARING NORTH 00°04'30" WEST, A DISTANCE OF 150.00 FEET FROM THE NORTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 8;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 11.07 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 8.98 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 6.00 FEET;

THENCE NORTH 00°04'29" WEST, A DISTANCE OF 8.98 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'29" EAST, A DISTANCE OF 10.97 FEET TO THE NORTHEAST CORNER OF SAID PARCEL RW-4, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,925.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°43'53" WEST;

THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL RW-4 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'45", AN ARC LENGTH OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (56 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 31, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 10,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.005 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.005-acre property it owns known as the GWIP Serial Annexation No. 10 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 34, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 67, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 31, 2026

Legal Description of GWIP Serial Annexation No. 10 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 18°44'24" WEST, A DISTANCE OF 3,568.54 FEET TO THE **POINT OF BEGINNING**, BEING THE NORTHEAST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 9;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 9, THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
2. SOUTH 00°04'30" EAST, A DISTANCE OF 8.98 FEET;
3. SOUTH 89°55'30" WEST, A DISTANCE OF 6.00 FEET;
4. NORTH 00°04'30" WEST, A DISTANCE OF 8.98 FEET;
5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 24.90 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 19.90 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 19.90 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 19.90 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 19.90 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 24.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.005 ACRES, (223 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 32, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 11,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.016 ACRES

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.016-acre property it owns known as the GWIP Serial Annexation No. 11 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 35, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 68, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council, hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24-214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 32, 2026

Legal Description of GWIP Serial Annexation No 11 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 18°36'14" WEST, A DISTANCE OF 3,592.14 FEET TO THE **POINT OF BEGINNING**, BEING THE NORTHEAST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 10;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 10, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
2. SOUTH 00°04'30" EAST, A DISTANCE OF 19.90 FEET;
3. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
4. NORTH 00°04'30" WEST, A DISTANCE OF 19.90 FEET;
5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
6. SOUTH 00°04'30" EAST, A DISTANCE OF 19.90 FEET;
7. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
8. NORTH 00°04'30" WEST, A DISTANCE OF 19.90 FEET;
9. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 87.70 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 65.60 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 00°04'30" WEST, A DISTANCE OF 65.60 FEET;
THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 65.60 FEET;
THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 00°04'30" WEST, A DISTANCE OF 65.60 FEET;
THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 87.70 FEET TO THE **POINT OF BEGINNING**.
CONTAINING AN AREA OF 0.016 ACRES, (694 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 33, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 12,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.055 ACRES

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.055-acre property it owns known as the GWIP Serial Annexation No. 12 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 36, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 69, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council, hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 33, 2026

Legal Description of GWIP Serial Annexation No. 12 Property

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 18°10'42" WEST, A DISTANCE OF 3,675.39 FEET TO THE **POINT OF BEGINNING**, BEING THE NORTHEAST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 11;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 11, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
2. SOUTH 00°04'30" EAST, A DISTANCE OF 65.60 FEET;
3. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
4. NORTH 00°04'30" WEST, A DISTANCE OF 65.60 FEET;
5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
6. SOUTH 00°04'30" EAST, A DISTANCE OF 65.60 FEET;
7. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
8. NORTH 00°04'30" WEST, A DISTANCE OF 65.60 FEET;
9. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 290.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 193.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 00°04'30" WEST, A DISTANCE OF 193.00 FEET;
THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 193.00 FEET;
THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 00°04'30" WEST, A DISTANCE OF 193.00 FEET;
THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 290.00 FEET TO THE **POINT OF BEGINNING**.
CONTAINING AN AREA OF 0.055 ACRES, (2,390 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 34, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 13,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.256 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.256-acre property it owns known as the GWIP Serial Annexation No. B and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 37, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 70, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Section 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council, hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 34, 2026

Legal Description of GWIP Serial Annexation No. 13 Property

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 16°52'18" WEST, A DISTANCE OF 3,952.07 FEET TO THE **POINT OF BEGINNING**, BEING THE NORTHEAST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 12;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 12, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
2. SOUTH 00°04'30" EAST, A DISTANCE OF 193.00 FEET;
3. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
4. NORTH 00°04'30" WEST, A DISTANCE OF 193.00 FEET;
5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
6. SOUTH 00°04'30" EAST, A DISTANCE OF 193.00 FEET;
7. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
8. NORTH 00°04'30" WEST, A DISTANCE OF 193.00 FEET;
9. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 1,189.42 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 380.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 380.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 380.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 380.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 1,189.42 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 0.256 ACRES, (11,146 SQUARE FEET), MORE OR LESS.

**CITY OF GREELEY,
COLORADO ORDINANCE NO. 35, 2026**

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 14,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.723 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 0.723-acre property it owns known as the GWIP Serial Annexation No. 14 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 38, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 71, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105, was previously adopted by the City Council; and

WHEREAS, the Property is owned by Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal

Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council, hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City’s comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City’s land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ___DAY OF____, 2026.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 35, 2026

Legal Description of GWIP Serial Annexation No 14 Property

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 17°55'55" WEST, A DISTANCE OF 3,757.02 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE WESTERLY BOUNDARY OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 12;

THENCE SOUTH 89°22'52" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 2,496.22 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 1,099.28 FEET TO THE NORTHEAST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 13;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 13, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
2. SOUTH 00°04'30" EAST, A DISTANCE OF 380.00 FEET;
3. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
4. NORTH 00°04'30" WEST, A DISTANCE OF 380.00 FEET;
5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
6. SOUTH 00°04'30" EAST, A DISTANCE OF 380.00 FEET;
7. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
8. NORTH 00°04'30" WEST, A DISTANCE OF 380.00 FEET;
9. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 13 AND SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 12, A DISTANCE OF 1,396.85 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.723 ACRES, (31,474 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO
ORDINANCE NO. 36, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS “GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 15,” LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 322.427 ACRES.

WHEREAS, Windsor Renewal I, LLC and GWIP, LLC filed a petition for annexation (“Petition”) with the City of Greeley (“City”) Clerk for the approximately 322.427-acre property they own known as the GWIP Serial Annexation No. 15 and legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 39, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026 City Council adopted Resolution No. 72, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

WHEREAS, the Property is owned by GWIP, LLC and Windsor Renewal I, LLC and is not solely a public street or right-of-way; and

WHEREAS, Section 24-214.c. of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the proposed annexation and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to annex the Property to the City.

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

Section 1. The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The City Council hereby finds that the Petition complies with the Municipal Annexation Act (the “Act”), C.R.S. § 31-12-101, et seq.

Section 3. The City Council hereby finds that there is at least one-sixth (1/6) contiguity between the City and the Property, that a community of interest exists between the Property and the City, that the Property is urban or will be urbanized in the near future; and that the Property is integrated with or is capable of being integrated with the City.

Section 4. The City Council, hereby finds that the Property, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 5. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24 214.b, the City Council makes the following findings:

- a) The proposed annexation is in conformance with the City's comprehensive plan;
- b) The proposed annexation promotes geographical balance of the City's land use pattern;
- c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;
- d) The proposed annexation provides for a continual and rational boundary; and
- e) The proposed annexation is needed to accommodate future land use requirements.

Section 6. The City Council finds that the Property legally described in Appendix A is hereby approved for annexation to the City of Greeley, Colorado.

Section 7. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the annexation map and the original copy of this Ordinance shall be filed with the City Clerk, and three (3) certified copies of this Ordinance and annexation map shall be filed for recording with the Clerk and Recorder of Weld County, Colorado. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and annexation map with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section. The recordation of documents authorized by this Section 6 shall not occur before the date on which the conditions set forth in Paragraph 8 of the Petition have been satisfied or waived in writing by Windsor Renewal I, LLC and GWIP, LLC.

Section 8. The City of Greeley hereby consents, pursuant to Section 37-45-136(3.6) of the Colorado Revised Statutes, to the inclusion of the subject property into the Municipal Subdistrict of the Northern Colorado Water Conservancy District. The City Clerk shall promptly transmit to the Municipal Subdistrict a certified copy of this Ordinance and cooperate with the Northern Colorado Water Conservancy District to include the Property within their Municipal Subdistrict pursuant to the provisions of Section 37-45-136(3.6) of the Colorado Revised Statutes.

Section 9. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 36, 2026

Legal Description of GWIP Serial Annexation No 15 Property

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 35, THE WEST HALF OF SECTION 26, AND THE EAST HALF OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO;

THENCE NORTH 18°04'37" WEST, A DISTANCE OF 3,760.10 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE WESTERLY BOUNDARY OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 14;

THENCE SOUTH 89°22'52" WEST, A DISTANCE OF 1,131.76 FEET;

THENCE NORTH 27°28'47" WEST, A DISTANCE OF 24.00 FEET;

THENCE NORTH 02°30'58" WEST, A DISTANCE OF 32.00 FEET;

THENCE SOUTH 87°29'02" WEST, A DISTANCE OF 40.00 FEET;

THENCE NORTH 17°47'29" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 88°43'06" WEST, A DISTANCE OF 92.00 FEET;

THENCE NORTH 51°25'47" WEST, A DISTANCE OF 589.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 115.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°51'48", AN
ARC LENGTH OF 102.09 FEET;

THENCE NORTH 00°33'59" WEST, A DISTANCE OF 91.26 FEET;

THENCE NORTH 89°54'10" WEST, A DISTANCE OF 29.95 FEET;

THENCE NORTH 00°05'50" EAST, A DISTANCE OF 143.50 FEET;

THENCE NORTH 00°00'33" WEST, A DISTANCE OF 556.24 FEET;

THENCE NORTH 00°00'12" WEST, A DISTANCE OF 705.08 FEET;

THENCE NORTH 89°59'48" EAST, A DISTANCE OF 635.61 FEET;

THENCE NORTH 00°02'03" WEST, A DISTANCE OF 356.00 FEET;

THENCE NORTH 89°58'24" EAST, A DISTANCE OF 256.00 FEET;

THENCE NORTH 00°04'40" EAST, A DISTANCE OF 268.50 FEET;

THENCE SOUTH 89°55'01" WEST, A DISTANCE OF 619.50 FEET;

THENCE SOUTH 00°10'24" EAST, A DISTANCE OF 44.09 FEET;

THENCE NORTH 89°59'34" WEST, A DISTANCE OF 273.33 FEET;

THENCE NORTH 00°00'54" EAST, A DISTANCE OF 2,036.31 FEET;

THENCE NORTH 19°59'40" WEST, A DISTANCE OF 77.96 FEET;

TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 114.99 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 70°00'54" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°56'07", AN ARC LENGTH OF 140.36 FEET;

THENCE NORTH 89°55'01" WEST, A DISTANCE OF 1,055.40 FEET;

THENCE SOUTH 00°34'51" WEST, A DISTANCE OF 15.59 FEET TO THE BEGINNING OF A

TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 72.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'02", AN ARC LENGTH OF 113.08 FEET;

THENCE NORTH 89°26'07" WEST, A DISTANCE OF 278.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°38'43", AN ARC LENGTH OF 174.03 FEET;

THENCE SOUTH 00°04'50" EAST, A DISTANCE OF 810.27 FEET;

THENCE SOUTH 89°35'09" WEST, A DISTANCE OF 3.21 FEET;

THENCE SOUTH 00°00'05" EAST, A DISTANCE OF 1,181.52 FEET;

THENCE NORTH 89°59'34" WEST, A DISTANCE OF 193.22 FEET;

THENCE SOUTH 79°01'28" WEST, A DISTANCE OF 50.70 FEET;

THENCE NORTH 00°27'05" WEST, A DISTANCE OF 2,664.89 FEET;

THENCE NORTH 89°27'41" EAST, A DISTANCE OF 1,305.16 FEET;

THENCE NORTH 00°31'48" WEST, A DISTANCE OF 1,256.25 FEET;

THENCE NORTH 89°44'29" EAST, A DISTANCE OF 2,639.85 FEET;

THENCE SOUTH 00°25'27" EAST, A DISTANCE OF 2,475.57 FEET;

THENCE SOUTH 89°38'04" WEST, A DISTANCE OF 188.86 FEET;

THENCE SOUTH 00°00'16" EAST, A DISTANCE OF 1,011.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 139.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°06'20", AN ARC LENGTH OF 87.91 FEET;

THENCE SOUTH 36°06'36" EAST, A DISTANCE OF 81.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 116.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°45'38", AN ARC LENGTH OF 72.71 FEET;

THENCE SOUTH 00°20'58" EAST, A DISTANCE OF 82.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 130.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°14'46", AN ARC LENGTH OF 57.50 FEET;

THENCE SOUTH 24°53'16" WEST, A DISTANCE OF 220.29 FEET TO THE NORTHEAST CORNER OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 14;

THENCE, ALONG THE BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 14, THE FOLLOWING FOURTEEN COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
2. SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;
3. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
4. NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;

5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
6. SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;
7. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
8. NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;
9. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
10. SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;
11. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;
12. NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;
13. SOUTH 89°55'30" WEST, A DISTANCE OF 8.00 FEET;
14. SOUTH 00°04'30" EAST, A DISTANCE OF 2,496.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 324.895 ACRES, (14,152,434 SQUARE FEET), MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND BEING A PORTION OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, ALSO BEING ALL THAT CERTAIN LOT AS SHOWN ON SUBDIVISION EXEMPTION NO. SE-1099 AS RECORDED IN THE RECORDS OF WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3455394.

CONTAINING AN AREA OF 2.468 ACRES, (107,498 SQUARE FEET), MORE OR LESS.

HAVING A NET AREA OF 322.427 ACRES, (14,044,936 SQUARE FEET), MORE OR LESS.



Council Agenda Summary

June 2, 2026

Key Staff Contact: Donald Threewitt, Interim Director of Community Development, Michael Franke, Planner III

Title:

Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, to establish I-H (Industrial High Intensity) and C-D (Conservation District) zoning for property located generally south of Eastman Park Drive, east of State Highway 257, west of Great Western Drive, and north of Weld County Road 62 1/4, into the City of Greeley. The subject site is comprised of 325.63 acres.

Summary:

The property owner and applicant, Windsor Renewal I, LLC and GWIP, LLC are requesting approval to establish zoning on five parcels known collectively as the Great Western Industrial Park (GWIP) Serial Annexation. The proposed zoning districts are Conservation District (C-D) and Industrial High Intensity (I-H). The establishment of zoning includes approximately 325.63 acres of land.

The proposed C-D and I-H zoning districts work to preserve the existing character of the area by preserving the open space and river area south of the existing industrial development while allowing the existing industrial uses to continue to operate and provide opportunity for future development within the industrial park.

The establishment of zoning application was heard at Planning Commission on May 26, 2026. Planning Commission recommended to approve the establishment of zoning, voting 4-1. Letters regarding the public hearing were mailed to property owners, signs were posted on the site, and public notice was published on the City of Greeley website.

Staff reviewed the request to establish zoning on five parcels, collectively known as the GWIP Serial Annexation, and finds the request is in compliance with State Statute and Greeley's Development Code for establishing zoning on annexed property.

Please use the following link [May 26, 2026 Planning Commission Packet](#) to view the following attachments:

1. Staff Report
2. Project Narrative
3. Plan Set

4. Vicinity Map
5. Legal Description
6. Neighborhood Notification Boundary Map
7. Staff Presentation
8. Applicant Presentation
9. GFD Will-Serve
10. GPD Will-Serve
11. Greeley Water and Sewer Will-Serve
12. Town of Windsor Letter
13. WSFR Letter

Fiscal Impact:

None

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for June 16, 2026.

Attachments:

1. Ordinance No. 37, 2026 with Appendix A

**CITY OF GREELEY, COLORADO
ORDINANCE NO. 37, 2026**

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH I-H (INDUSTRIAL HIGH INTENSITY) AND C-D (CONSERVATION DISTRICT) ZONING FOR PROPERTY LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 325.63 ACRES

WHEREAS, Windsor Renewal I, LLC and GWIP, LLC are the owners of the real property legally described in Appendix A attached to this Ordinance (“Property”); and

WHEREAS, Greeley City Council (“City Council”) approved annexation of the Property to the City of Greeley (“City”) pursuant to the ordinances adopted June 16, 2026; and

WHEREAS, Windsor Renewal I, LLC and GWIP, LLC submitted an application to the City for the initial zoning of the Property (“Initial Zoning”), requesting that the City zone the portion of the Property described as “Parcel A” in Appendix A I-H (Industrial High Intensity) zoning district and the portion of the Property described as “Parcel B” in Appendix A C-D (Conservation District) zoning district; and

WHEREAS, Section 24-204.c of the City’s Municipal Code (“Code”) provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the initial zoning requested for the Property and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to approve the requested initial zoning for the Property.

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

Section 1. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24-204.b, the City Council makes the following findings:

- a) The Initial Zoning is in accordance with the goals and objectives of the comprehensive plan and any other plan, policy or guidance adopted pursuant to that plan.
- b) The Initial Zoning can fulfill the intent of the zoning district considering the relationship to surrounding areas.
- c) The area has changed, or is it changing to such a degree that it is in the public interest to

approve the Initial Zoning of the Property to encourage development or redevelopment of the area.

- d) The existing zoning has been in place for a substantial time with development, but that annexation of the Property to the City requires zoning the Property to a zoning district within the City.
- e) The Initial Zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development.
- f) The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.
- g) The Initial Zoning will serve a community need, provide an amenity or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the Initial Zoning more appropriate than the current zoning.
- h) Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.
- i) The recommendations of professional staff or advisory review bodies supports approving the Initial Zoning.

Section 2. The zoning on the following described property located in Weld County, Colorado and approved for annexation to the City of Greeley, Colorado known as Great Western Industrial Park Serial Annexations Nos. 1 through 8, legally described as Parcel B in Appendix A attached hereto, is hereby placed into the C-D (Conservation District) zoning district in the City of Greeley, County of Weld, State of Colorado.

Section 3. The zoning on the following described property located in Weld County, Colorado and approved for annexation to the City of Greeley, Colorado known as the Great Western Industrial Park Serial Annexations Nos. 9 through 15, legally described as Parcel A in Appendix A attached hereto, is hereby placed into the I-H (Industrial High Intensity) zoning district in the City of Greeley, County of Weld, State of Colorado.

Section 4. The zoning districts of the pertinent property as shown on the official zoning map is hereby changed so as to accomplish the above-described zoning change, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

Section 5. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A
ORDINANCE NO. 37, 2026

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH I-H (INDUSTRIAL HIGH INTENSITY) AND C-D (CONSERVATION DISTRICT) ZONING FOR PROPERTY LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 325.63 ACRES

GREAT WESTERN INDUSTRIAL PARK CENTRAL CAMPUS ZONING PARCEL A

A PARCEL OF LAND BEING LOCATED IN THE WEST HALF OF SECTION 26, THE EAST HALF OF SECTION 27, AND THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., AND ASSUMING THE NORTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION AS NORTH 89°44'25" EAST, 1,320.10 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, SOUTH 00°31'48" EAST, A DISTANCE OF 65.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EASTMAN PARK DRIVE AND THE **POINT OF BEGINNING**

THENCE NORTH 89°44'29" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 2,639.85 FEET;

THENCE SOUTH 00°25'27" EAST, A DISTANCE OF 2,475.57 FEET;

THENCE SOUTH 89°38'04" WEST, A DISTANCE OF 188.86 FEET;

THENCE SOUTH 00°00'16" EAST, A DISTANCE OF 1,011.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 139.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°06'20", AN ARC LENGTH OF 87.91 FEET;

THENCE SOUTH 36°06'36" EAST, A DISTANCE OF 81.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 116.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°45'38", AN ARC LENGTH OF 72.71 FEET;

THENCE SOUTH 00°20'58" EAST, A DISTANCE OF 82.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 130.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°14'46", AN ARC LENGTH OF 57.50 FEET;

THENCE SOUTH 24°53'16" WEST, A DISTANCE OF 220.29 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 2,702.28 FEET TO THE NORTHEAST CORNER OF PARCEL RW-4 AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 4565823 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,925.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°43'53" WEST;

THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL RW-4 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'45", AN ARC LENGTH OF 10.00 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 00°04'30" WEST, A DISTANCE OF 206.25 FEET;

THENCE SOUTH 89°22'52" WEST, A DISTANCE OF 1,141.76 FEET;

THENCE NORTH 27°28'47" WEST, A DISTANCE OF 24.00 FEET;

THENCE NORTH 02°30'58" WEST, A DISTANCE OF 32.00 FEET;

THENCE SOUTH 87°29'02" WEST, A DISTANCE OF 40.00 FEET;

THENCE NORTH 17°47'29" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 88°43'06" WEST, A DISTANCE OF 92.00 FEET;

THENCE NORTH 51°25'47" WEST, A DISTANCE OF 589.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 115.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°51'48", AN ARC LENGTH OF 102.09 FEET;

THENCE NORTH 00°33'59" WEST, A DISTANCE OF 91.26 FEET;

THENCE NORTH 89°54'10" WEST, A DISTANCE OF 29.95 FEET;

THENCE NORTH 00°05'50" EAST, A DISTANCE OF 143.50 FEET;

THENCE NORTH 00°00'33" WEST, A DISTANCE OF 556.24 FEET;

THENCE NORTH 00°00'12" WEST, A DISTANCE OF 705.08 FEET;

THENCE NORTH 36°47'03" EAST, A DISTANCE OF 0.00 FEET;

THENCE NORTH 89°59'48" EAST, A DISTANCE OF 635.61 FEET;

THENCE NORTH 00°02'03" WEST, A DISTANCE OF 356.00 FEET;

THENCE NORTH 89°58'24" EAST, A DISTANCE OF 256.00 FEET;

THENCE NORTH 00°04'40" EAST, A DISTANCE OF 268.50 FEET;

THENCE SOUTH 89°55'01" WEST, A DISTANCE OF 619.50 FEET;

THENCE SOUTH 00°10'24" EAST, A DISTANCE OF 44.09 FEET;

THENCE NORTH 89°59'34" WEST, A DISTANCE OF 273.33 FEET;

THENCE NORTH 00°00'54" EAST, A DISTANCE OF 2,036.31 FEET;

THENCE NORTH 19°59'40" WEST, A DISTANCE OF 77.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 114.99 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 70°00'54" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°56'07", AN ARC LENGTH OF 140.36 FEET;

THENCE NORTH 89°55'01" WEST, A DISTANCE OF 1,055.40 FEET;

THENCE SOUTH 00°34'51" WEST, A DISTANCE OF 15.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 72.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'02", AN ARC LENGTH OF 113.08 FEET;

THENCE NORTH 89°26'07" WEST, A DISTANCE OF 278.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 110.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°38'43", AN ARC LENGTH OF 174.03 FEET;

THENCE SOUTH 00°04'50" EAST, A DISTANCE OF 810.27 FEET;

THENCE SOUTH 89°35'09" WEST, A DISTANCE OF 3.21 FEET;

THENCE SOUTH 00°00'05" EAST, A DISTANCE OF 1,181.52 FEET;

THENCE NORTH 89°59'34" WEST, A DISTANCE OF 193.22 FEET;

THENCE SOUTH 79°01'28" WEST, A DISTANCE OF 50.70 FEET;

THENCE NORTH 00°27'05" WEST, A DISTANCE OF 2,664.89 FEET;

THENCE NORTH 89°27'41" EAST, A DISTANCE OF 1,305.16 FEET;

THENCE NORTH 00°31'48" WEST, A DISTANCE OF 1,256.25 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 325.951 ACRES, (14,198,418 SQUARE FEET), MORE OR LESS.

EXCEPTING THEREFROM

SUBDIVISION EXEMPTION NO. SE-1099 RECORDED AT RECEPTION NO. 3455394 IN SAID RECORDS.

CONTAINING A NET AREA OF 323.483 ACRES, (14,090,920 SQUARE FEET), MORE OR LESS.

GREAT WESTERN INDUSTRIAL PARK CENTRAL CAMPUS ZONING PARCEL B

A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34 AND THE WEST HALF OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 87°18'49" WEST, 2,329.42 FEET WITH

ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE NORTH 83°27'56" WEST, A DISTANCE OF 149.01 FEET TO **POINT OF BEGINNING**;
THENCE NORTH 87°18'49" WEST, A DISTANCE OF 2,181.48 FEET;

THENCE SOUTH 84°15'55" WEST, A DISTANCE OF 1,451.76 FEET;

THENCE NORTH 00°00'37" WEST, A DISTANCE OF 655.37 FEET;

THENCE NORTH 36°05'31" EAST, A DISTANCE OF 66.47 FEET;

THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.45 FEET;

THENCE NORTH 31°18'44" EAST, A DISTANCE OF 194.16 FEET;

THENCE NORTH 42°52'20" EAST, A DISTANCE OF 73.92 FEET;

THENCE NORTH 58°40'04" EAST, A DISTANCE OF 71.45 FEET;

THENCE NORTH 80°24'15" EAST, A DISTANCE OF 130.37 FEET;

THENCE SOUTH 85°42'16" EAST, A DISTANCE OF 400.68 FEET;

THENCE NORTH 29°52'21" WEST, A DISTANCE OF 38.70 FEET;

THENCE NORTH 84°12'49" EAST, A DISTANCE OF 87.68 FEET;

THENCE NORTH 70°20'24" EAST, A DISTANCE OF 79.04 FEET;

THENCE NORTH 50°40'32" EAST, A DISTANCE OF 246.78 FEET;

THENCE NORTH 39°24'57" EAST, A DISTANCE OF 142.09 FEET;

THENCE NORTH 59°00'45" EAST, A DISTANCE OF 61.09 FEET;

THENCE NORTH 35°04'44" EAST, A DISTANCE OF 214.48 FEET;

THENCE NORTH 14°47'44" EAST, A DISTANCE OF 126.10 FEET;

THENCE NORTH 24°37'43" WEST, A DISTANCE OF 150.38 FEET;

THENCE NORTH 16°13'14" EAST, A DISTANCE OF 96.50 FEET;

THENCE NORTH 00°14'24" EAST, A DISTANCE OF 107.70 FEET;

THENCE NORTH 49°11'48" WEST, A DISTANCE OF 48.96 FEET;

THENCE NORTH 75°23'24" WEST, A DISTANCE OF 52.11 FEET;

THENCE NORTH 46°20'17" WEST, A DISTANCE OF 198.08 FEET;

THENCE NORTH 16°46'18" WEST, A DISTANCE OF 90.08 FEET;

THENCE NORTH 04°12'48" EAST, A DISTANCE OF 271.27 FEET;

THENCE NORTH 40°32'39" EAST, A DISTANCE OF 163.94 FEET;

THENCE NORTH 54°26'06" EAST, A DISTANCE OF 198.64 FEET;

THENCE NORTH 34°05'15" EAST, A DISTANCE OF 125.31 FEET;

THENCE NORTH 61°24'02" EAST, A DISTANCE OF 53.49 FEET;

THENCE NORTH 85°01'46" EAST, A DISTANCE OF 61.03 FEET;

THENCE SOUTH 79°36'11" EAST, A DISTANCE OF 123.32 FEET;

THENCE SOUTH 65°08'55" EAST, A DISTANCE OF 144.96 FEET;

THENCE SOUTH 45°46'08" EAST, A DISTANCE OF 49.35 FEET;

THENCE NORTH 89°33'55" EAST, A DISTANCE OF 669.42 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 296.48 FEET TO THE SOUTHWEST CORNER OF PARCEL RW-4 AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 4565823 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3,075.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°30'47" WEST;

THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL RW-4 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'11", AN ARC LENGTH OF 10.00 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 00°04'30" EAST, A DISTANCE OF 306.51 FEET;

THENCE SOUTH 89°33'55" WEST, A DISTANCE OF 683.57 FEET;

THENCE NORTH 45°45'52" WEST, A DISTANCE OF 51.68 FEET;

THENCE NORTH 65°08'39" WEST, A DISTANCE OF 141.98 FEET;

THENCE NORTH 79°35'55" WEST, A DISTANCE OF 120.70 FEET;

THENCE SOUTH 85°02'02" WEST, A DISTANCE OF 57.59 FEET;

THENCE SOUTH 61°24'18" WEST, A DISTANCE OF 48.97 FEET;

THENCE SOUTH 34°05'31" WEST, A DISTANCE OF 124.67 FEET;

THENCE SOUTH 54°26'22" WEST, A DISTANCE OF 199.22 FEET;

THENCE SOUTH 40°32'55" WEST, A DISTANCE OF 159.44 FEET;

THENCE SOUTH 04°13'04" WEST, A DISTANCE OF 266.14 FEET;

THENCE SOUTH 16°46'02" EAST, A DISTANCE OF 85.59 FEET;

THENCE SOUTH 46°16'25" EAST, A DISTANCE OF 193.43 FEET;

THENCE SOUTH 75°23'08" EAST, A DISTANCE OF 51.85 FEET;

THENCE SOUTH 49°11'32" EAST, A DISTANCE OF 55.89 FEET;

THENCE SOUTH 00°14'40" WEST, A DISTANCE OF 113.71 FEET;
THENCE SOUTH 16°13'30" WEST, A DISTANCE OF 94.18 FEET;
THENCE SOUTH 24°37'27" EAST, A DISTANCE OF 150.24 FEET;
THENCE SOUTH 14°48'00" WEST, A DISTANCE OF 131.45 FEET;
THENCE SOUTH 35°04'55" WEST, A DISTANCE OF 218.40 FEET;
THENCE SOUTH 59°01'01" WEST, A DISTANCE OF 61.48 FEET;
THENCE SOUTH 39°25'13" WEST, A DISTANCE OF 141.35 FEET;
THENCE SOUTH 50°40'48" WEST, A DISTANCE OF 249.50 FEET;
THENCE SOUTH 70°20'40" WEST, A DISTANCE OF 81.99 FEET;
THENCE SOUTH 84°13'05" WEST, A DISTANCE OF 73.28 FEET;
THENCE SOUTH 29°52'21" EAST, A DISTANCE OF 41.57 FEET;
THENCE NORTH 85°42'16" WEST, A DISTANCE OF 418.34 FEET;
THENCE SOUTH 80°24'15" WEST, A DISTANCE OF 127.23 FEET;
THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 68.14 FEET;
THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 71.52 FEET;
THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 192.28 FEET;
THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.87 FEET;
THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 64.50 FEET;
THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 641.06 FEET;
THENCE NORTH 84°15'56" EAST, A DISTANCE OF 1,441.45 FEET;
THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 2,180.12 FEET;
THENCE SOUTH 09°08'30" EAST, A DISTANCE OF 10.22 FEET TO THE **POINT OF BEGINNING**.
CONTAINING AN AREA OF 2.147 ACRES, (93,536 SQUARE FEET), MORE OR LESS.



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

June 2, 2026

Key Staff Contact: Deb Callies, Housing Director

Title:

Motion for approval of the Private Activity Bond request allocations based on available funding

Summary:

In August 2025, the City Council unanimously adopted the Housing for All Strategic Plan for the City of Greeley. This plan outlines the City’s commitment to fostering mixed-income development as Greeley continues to grow. The strategy includes creating housing options across the spectrum—affordable, attainable (middle-income), market-rate, upper market-rate, and executive housing. Affordable housing remains the most challenging component to deliver in any community due to the significant funding gap between construction costs and rental income.

On January 6th City Council created the Private Activity Bond program. Private Activity Bonds (PABs) play a critical role in financing 4% Low-Income Housing Tax Credit projects through the Colorado Housing Finance Authority (CHFA). Each year, the City receives an allocation of PABs, which can either be directed to local projects or relinquished to the State for statewide distribution. The balance of the retention of the PABs from 2024-2026 is \$24,635,537.

The 2026 PAB program schedule is:

Activity	Date
1 Advertise Request for Application	2/25/2026
2 Application Submission Deadline Submit one (1) hard copy of the application form and all supporting documentation OR one (1) electronic version to: City of Greeley Housing Solutions Department 1100 10th Street; Greeley, CO 80631 housinginfo@greeleygov.com	3/20/2026 4:00 pm
3 City staff review of PAB applications and summary report preparation	March 2026

4	City staff presents preliminary rankings to Housing for All Advisory Board; HAAB evaluation of options and recommendation for approval of requests for PAB; City provides resolution of endorsement to Inducement Entity.	May 2026
5	PAB Allocation Announcements	May & June 2026
6	Inducement Entity adopts resolution or ordinance authorizing carryforward or issuance of bonds.	September 2026

The City received three applications in 2026 for PABs. Since we have three plus years of PABs we can allocate, the recommendation from the Housing for All Advisory Board is to allocate to all three projects laid out below:

Development Project	Total Project Cost	Request	Allocation Recommendation
Hope Springs- New Construction	\$ 37,049,412	\$ 10,000,000	\$ 9,992,025
Prairie Rose- Preservation	\$ 18,451,612	\$ 6,100,000	\$ 6,050,055
Island Grove - Preservation	\$ 30,264,882	\$ 8,624,484	\$ 8,593,457
Total	\$ 85,765,906	\$ 24,724,484	\$ 24,635,537

\$84,638 Avg PAB Per Unit

\$293,719 Avg Total Cost Per Unit

If approved, the planned developments will create or preserve the following unit breakdown for Greeley:

Development Project	30%	40%	45%	50%	60%	70%	Totals
Hope Springs- New Construction	13			13	64	30	120
Prairie Rose- Preservation	0	23	17	24			64
Island Grove - Preservation	108						108
Total	121	23	17	37	64	30	292

Fiscal Impact:

No Impact: private activity bonds are issued by the IRS and not a part of the City Budget.

Legal Issues:

Consideration of this matter includes the following steps:

1. City staff presentation (if requested)
2. Council questions of staff
3. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4. Council discussion
5. Council decision

Other issues and Considerations:

Strategic Focus Area:

Housing For All

Decision Options:

1. Motion for approval of the PAB request allocations based on available funding.
2. Amend the request allocations and adopt as amended; or
3. Deny the request allocations; or
4. Continue consideration of the request allocations to a date certain.

Council's Recommended Action:

Motion for approval of the Private Activity Bond request allocations based on available funding.

Attachments:

1. Lincoln Ave PAB Application Summary
2. High Plains PAB Application Summary

3. Brickwell PAB Application Summary
4. Item - Presentation

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**APPLICATION
PRIVATE ACTIVITY BOND PROPOSAL**

General Information			
Name of Applicant:	Russ Condas		
Contact Person:	Jack Bowen		
Title:	Senior Analyst		
Phone:	978-831-3866	Email:	jbowen@lincolnavenue.com
Address:	401 Wilshire Blvd, Floor 11, Santa Monica, CA		
PAB Amount Requested: \$8,624,484			
Entity Information			
Legal Entity Type:	Limited Partnership	Ownership Structure:	Limited Partnership
Developer/Organization Background			
Provide a summary of the developer's/organization's experience developing or managing similar projects. Include examples, total units, and project completion dates.			
<p>Lincoln Avenue Communities ("LAC") is a nationally recognized affordable housing owner, developer, and investor with extensive experience developing, acquiring, rehabilitating, and operating Section 8- and LIHTC-financed multifamily housing throughout the United States. Founded in 2016, LAC focuses exclusively on low-income housing delivered through federal, state, and local affordable housing programs.</p> <p>LAC has developed, acquired, or invested in over 30,000 affordable housing units across approximately 30 states, including a substantial portfolio of Project-Based Section 8 and LIHTC properties. The firm currently owns and operates more than 150 properties totaling approximately 26,500–27,000 units, comprising a mix of stabilized assets and projects under active development.</p> <p>LAC has deep expertise with Project-Based Section 8 Housing Assistance Payment (HAP) contracts, HUD regulatory compliance, and long-term asset stewardship. The organization owns 66 Section 8 properties nationwide, many of which are paired with LIHTC financing, demonstrating LAC's ability to successfully layer rental assistance with tax-exempt bonds and equity capital while maintaining compliance with HUD and state housing agency requirements.</p> <p>The firm's experience includes both new construction and substantial rehabilitation of affordable multifamily housing financed with tax-exempt private activity bonds and 4% Low-Income Housing Tax Credits, including multiple developments in Colorado. Representative projects include InterQuest Ridge, a 240-unit project which completed construction in mid-2024 and has stabilized as of mid-2025. Bradley Ridge Apartments, a 336-unit Family project, and Flats at Sand Creek, a 144-unit Family project, both started construction in Colorado Springs in November 2025. Collectively, these developments demonstrate LAC's ability to execute bond-financed affordable housing transactions in Colorado while meeting CHFA requirements, managing layered financing structures, and delivering long-term affordability, including Section 8-supported housing.</p> <p>LAC is supported by a seasoned development, construction management, and asset management team with decades of combined experience in affordable housing. Senior personnel have individually overseen thousands of affordable units, including large Section 8 portfolios, and maintain in-house expertise spanning acquisitions, development, financing, construction oversight, compliance, and long-term operations. This integrated platform enables LAC to manage projects from pre-development through stabilization and extended ownership, ensuring consistent execution and long-term affordability.</p>			

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Development Team	
List all key members of the project team (developer, architect, contractor, management company, consultants). Attach resumes or organizational chart.	
<u>Project Role</u>	<u>Name</u>
<p>Lincoln Avenue Communities (LAC) is a nationally recognized affordable housing owner, developer, and investor specializing in Section 8 and LIHTC financed multifamily housing. LAC is responsible for overall project development, financing, coordination of third party consultants, construction oversight, and long term asset stewardship.</p> <p>Ben Taylor oversees all Colorado development for LAC. He brings nearly a decade of experience in affordable housing development, including significant work in Colorado where he has led the financing and development of multiple multifamily communities utilizing tax-exempt bonds and LIHTCs. In his role as Vice President & Project Partner, he leads the full development lifecycle, from sourcing opportunities through lease-up and stabilization, bringing deep expertise in executing complex affordable housing transactions.</p>	Lincoln Avenue Communities
<p>E+A Architecture serves as the project architect and is responsible for design, entitlements, construction documents, and coordination during construction. E+A has extensive experience with affordable housing rehabilitation and will serve as architect for this project consistent with LAC's standard approach for rehabilitation developments.</p>	E+A Architecture
<p>Seldin Company will serve as the property management agent and will be responsible for day to day operations, leasing, compliance with Section 8 and LIHTC requirements, resident services coordination, and long term asset management. Seldin has extensive experience managing affordable and mixed income multifamily housing throughout the region.</p>	Seldin Company
<p>The general contractor has not yet been finalized. LAC is currently in preliminary discussions with qualified general contractors experienced in affordable housing rehabilitation and tax exempt bond financed developments but we will ensure that a general contractor is engaged and involved in a timely manner to allow us to meet our targeted closing date.</p>	General Contractor

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Various third party consultants, including civil engineering, environmental, market study, appraisal, and legal professionals, will be engaged as required. All consultants will have demonstrated experience with affordable housing, LIHTC, and tax exempt bond transactions and will be approved by the lender and bond issuer.	Consultants

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Project Description			
Project Name:	Island Grove Village Apartments		
Brief Description of Proposed Project or Financing Program:	<p>Island Grove Village (“Island Grove”) is a 108-unit, 100% project-based Section 8 multifamily community located at 119–133 14th Avenue in Greeley, Colorado. The property was originally constructed in 1972 and consists of nine three-story garden-style residential buildings and a standalone community building, serving low-income families in Weld County.</p> <p>Lincoln Avenue Communities (“LAC”) is under contract to acquire the property and is proposing a preservation-oriented acquisition and rehabilitation financing program designed to ensure the long-term affordability and financial stability of the asset. The project is currently subject to a Mark-to-Market Use Agreement and benefits from a 100% project-based Section 8 Housing Assistance Payments (HAP) contract, providing a stable and predictable rental revenue stream.</p> <p>The transaction is structured to preserve an existing deeply affordable housing resource, extend the useful life of the property, and support long-term operational sustainability. As part of this strategy, LAC intends to pursue a Mark-Up-To-Market (“MUTM”) which will be put in place for an additional 20 years once approved.. This will allow us the ability to perform the rehabilitation through the use of tax-exempt bond financing and 4% Low-Income Housing Tax Credits (“LIHTC”), As a requirement of LIHTCs awarded through Colorado Housing and Finance Authority (“CHFA”), the affordability of the project will be for a minimum term of 30 years.</p> <p>LAC anticipates applying to the Colorado Housing and Finance Authority (“CHFA”) for 4% LIHTCs in the fourth quarter of 2026, with a targeted financial closing in the first quarter of 2027. The proposed financing program aligns with state and local housing preservation goals by maintaining affordability, leveraging public resources efficiently, and ensuring the long-term viability of the property.</p>		
Address of Project Site:	119–133 14th Avenue in Greeley, Colorado		
Type of Bonds/Eligible Activity:			
<input checked="" type="checkbox"/>	Multi-family Housing		
<input type="checkbox"/>	Single-family Housing		
<input type="checkbox"/>	Manufacturing/Industrial		
<input type="checkbox"/>	Qualified 501(c)(3) Facility (e.g. non-profit hospitals, private universities)		
<input type="checkbox"/>	Exempt Facility (e.g. hazardous waste facilities, solid waste disposal facilities, water and sewer facilities, mass commuting facilities, local electric, energy or gas facilities)		
<input type="checkbox"/>	Qualified Redevelopment		
<input type="checkbox"/>	Other (specify:)		
Readiness Indicators			
Site Control: <i>If Yes, attach proof of ownership or contract</i>		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Zoning Approval:	<input checked="" type="checkbox"/> Complete	<input type="checkbox"/> In Progress	<input type="checkbox"/> Not Started
Environmental Review:	<input checked="" type="checkbox"/> Complete	<input type="checkbox"/> In Progress	<input type="checkbox"/> Not Applicable
Permitting and Approvals: Describe the current status of local and state approvals, including any anticipated hearings or filings.			

[Type here]

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Island Grove Village is an existing multifamily community located within the City of Greeley, Colorado, and the proposed transaction consists of an acquisition with rehabilitation of an existing apartment complex. The property's current and continued use as multifamily housing is permitted under existing local zoning, and the project does not involve a change in use.

There are no anticipated zoning, rezoning, variance, or discretionary land use approvals required for the proposed scope. As a result, no public hearings or planning commission actions are anticipated. The rehabilitation work will be completed under standard ministerial building permit review, with permits issued following submission of construction drawings that comply with applicable building codes.

The property is currently operating as a residential multifamily community, and the proposed transaction does not require a change in use or occupancy. Any permitting activity will be limited to routine construction permits associated with the rehabilitation scope.

At the state level, approvals are being coordinated in connection with tax-exempt private activity bond financing and related housing finance agency requirements. LAC anticipates submitting an application to the Colorado Housing and Finance Authority ("CHFA") for Low Income Housing Tax Credits in the fourth quarter of 2026. All required local and state approvals are expected to proceed in parallel with the financing process.

The development team plans to initiate full architectural design in April 2026, with a targeted building permit submittal in August 2026. This schedule is intended to allow sufficient time for plan review and approval, enabling permits to be secured in advance of the anticipated financial closing in the first quarter of 2027.

Based on the project's as-of-right status, absence of discretionary approvals, and ministerial permitting pathway, the development team anticipates that the transaction can close in Q1 2027 with permits in place, allowing construction to commence promptly following closing.

Financial Summary

Amount Requested by Private Activity Bond (PAB):		\$8,624,484	
Total Estimated Project Cost:	\$30,264,882	Percent of Total Cost Covered by PABs	28%
\$10,500,000	Land Acquisition		
\$0	Site Development including Infrastructure		
\$0	Facility Construction		
\$12,765,944	Facility Remodel or Reconstruction		
Please see the Dev Budget in the PAB Budget Spreadsheet for all costs	Other (explain)		
\$30,264,882	TOTAL		
Percent of aggregate basis covered by the PABs:	30%		

Financial Impact: What will happen to the financial feasibility of the project if it were not successful in receiving an allocation of PABs, or if it were to receive only a partial allocation? (answer below)

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The project is requesting approximately 30% of total development costs in private activity bond (“PAB”) financing to provide a modest buffer for potential cost increases and to ensure compliance with the federal 25% test required to access 4% Low Income Housing Tax Credits (“LIHTCs”). The PAB allocation is a critical component of the proposed financing structure, as it enables the project to be resyndicated with LIHTCs, which in turn generate the equity necessary to fund a comprehensive rehabilitation scope of approximately \$100,000 per unit.

Without the full PAB allocation, the project would be unable to satisfy the 25% test and therefore would not qualify for LIHTC equity, significantly impairing the financial feasibility of the transaction. In such a scenario, LAC would likely need to delay the project in order to pursue alternative bond volume from another issuing authority; however, there is no assurance that additional allocation would be available within the required timeframe, and as a result, the project’s advancement would be uncertain.

A partial PAB allocation would present similar challenges, as insufficient bond proceeds could also jeopardize the project’s ability to meet the 25% test and fully capitalize the rehabilitation.

With a full allocation, the project is positioned to move forward as planned for a Q1 2027 construction start.

Community Impact

[Type here]

[Type here]

Total Number of Units:	108	Total Number of Affordable Units:	108	Total Number of Accessible Units:	<p>The Project will comply with applicable Section 504/UFAS accessibility requirements. Based on a total of 108 units, the Project will provide:</p> <ul style="list-style-type: none">•6 mobility-accessible units (5% of total units, rounded up)•3 sensory-accessible units (2% of total units, rounded up) <p>This results in a total of 9 accessible units. Accessible units will be distributed throughout the property to the extent feasible and will be designed in accordance with applicable federal accessibility standards.</p>
Accessibility Features (describe):		The project will comply with ADA, Fair Housing Act, and applicable state and local accessibility standards. Accessibility features will include, as required, accessible building entrances and common areas, accessible dwelling units, compliant routes of travel, and accessible parking. All accessibility features will be incorporated as part of the rehabilitation scope and reviewed during permitting			
Community Benefits: Describe how this project benefits the community, addressing local housing needs, services, amenities, and alignment with City goals.					

[Type here]

Housing Development & Preservation Application Spreadsheet

Project Name: Island Grove Apartments
Date: 3/20/2026
Applicant: Lincoln Avenue Communities
Spreadsheet Version: 3/17/2026
County: Weld

Development Costs



COLORADO
Department of Local Affairs
 Division of Housing

[New! Checklist](#)

Development Budget	Total Cost	Aggregate Basis	Cost/Unit	Cost/Sq Ft
ACQUISITION COSTS				
Land	\$787,500	\$787,500	7,292	10.09
Existing Structures*	\$9,712,500	\$9,712,500	89,931	124.49
SUBTOTAL	\$10,500,000	\$10,500,000	97,222	134.59
SITE IMPROVEMENTS*				
On-Site Infrastructure	\$0	\$0	0	0.00
Off-Site Infrastructure	\$0	\$0	0	0.00
Demolition	\$0	\$0	0	0.00
SUBTOTAL	\$0	\$0	0	0.00
CONSTRUCTION*				
New Construction	\$0	\$0	0	0.00
Rehabilitation	\$9,586,080	\$9,390,960	88,760	122.87
General Requirements	\$648,000	\$648,000	6,000	8.31
Contractor Overhead & Profit	\$216,000	\$216,000	2,000	2.77
Contractor Construction Contingency	\$648,000	\$648,000	6,000	8.31
Owner Hard Cost Contingency	\$1,080,000	\$1,080,000	10,000	13.84
FF&E	\$187,400	\$187,400	1,735	2.40
Building Permit Fees	\$92,880	\$92,880	860	1.19
Other (Upfront Internet Installation)	\$307,584	\$307,584	2,848	3.94
SUBTOTAL	\$12,765,944	\$12,570,824	118,203	163.63
PROFESSIONAL FEES				
Architect Fees	\$251,400	\$311,400	2,328	3.22
Engineering Fees	\$0	\$0	0	0.00
Real Estate Attorney Fees	\$235,000	\$75,000	2,176	3.01
Surveys	\$7,500	\$7,500	69	0.10
Green Planning and Design Fees	\$0	\$0	0	0.00
Construction Management Fees	\$200,000	\$200,000	1,852	2.56
Construction Accounting	\$0	\$0	0	0.00
Other (Cost Cert Capitalization & Housing Authority Exemption)	\$978,327	\$978,327	9,059	12.54
SUBTOTAL	\$1,672,227	\$1,572,227	15,484	21.43
CONSTRUCTION FINANCE				
Construction Insurance (H&L, Builder's Risk)	\$113,400	\$54,000	1,050	1.45
Construction Performance & Payment Bonds	\$178,200	\$178,200	1,650	2.28
Construction Loan Orig. Fee	\$0	\$0	0	0.00
Construction Interest	\$226,952	\$106,715	2,101	2.91
Construction Lender Legal Fees	\$0	\$0	0	0.00
Title and Recording	\$0	\$0	0	0.00
Taxes During Construction	\$32,400	\$0	300	0.42
Insp. Fees (3rd party/Bank)	\$27,000	\$27,000	250	0.35
Power/Telecom Fees	\$0	\$0	0	0.00
Other (Specify)	\$0	\$0	0	0.00
SUBTOTAL	\$577,952	\$365,915	5,351	7.41
PERMANENT FINANCE AND SYNDICATION				
Loan Fees & Expenses	\$225,824	\$105,455	2,091	2.89
Lender Legal Fees	\$155,000	\$90,000	1,435	1.99
Title and Recording	\$176,561	\$0	1,635	2.26
Bond Cost of Issuance	\$77,620	\$77,620	719	0.99
Organization Costs	\$0	\$0	0	0.00
Tax Opinion	\$0	\$0	0	0.00
Syndication Legal Fees	\$0	\$0	0	0.00
Other (Specify)	\$0	\$0	0	0.00
SUBTOTAL	\$635,006	\$273,075	5,880	8.14
SOFT COSTS				
Tap Fees (Water/Sewer)	\$0	\$0	0	0.00
Impact Fees	\$0	\$0	0	0.00
Appraisals	\$7,500	\$7,500	69	0.10
Market Study	\$7,500	\$7,500	69	0.10
Environmental Studies (Phase 1, Phase 2, Lead, Asbestos, etc)	\$15,000	\$15,000	139	0.19
Other Studies (traffic, wetlands, etc.)	\$53,000	\$53,000	491	0.68
Geotechnical/Soils Testing	\$0	\$0	0	0.00
Material Testing	\$0	\$0	0	0.00
Capital Needs Assessment	\$15,000	\$15,000	139	0.19
Temporary Relocation	\$105,000	\$105,000	972	1.35
Permanent Relocation	\$0	\$0	0	0.00
Tax Credit Fees	\$154,674	\$0	1,432	1.98
Marketing	\$0	\$0	0	0.00
Cost Certification	\$15,000	\$0	139	0.19
Green Certification Fees (LEED Certification, etc.)	\$0	\$0	0	0.00
Soft Cost Contingency	\$350,000	\$350,000	3,241	4.49
Other (Specify)	\$0	\$0	0	0.00
SUBTOTAL	\$722,674	\$553,000	6,691	9.26
DEVELOPER FEE / PROFIT				
Developer's Fee	\$2,543,718	\$2,543,718	23,553	32.61
PSH Developer Fee Boost (up to 5%, LIHTC only)	\$0	\$0	0	0.00
Third Party Development Management/Owner's Rep	\$0	\$0	0	0.00
Consultants	\$0	\$0	0	0.00
Other (Specify)	\$0	\$0	0	0.00
SUBTOTAL (i.e. - maximum developer fee)	\$2,543,718	\$2,543,718	23,553	32.61
RESERVES				
Operating Reserve	\$739,361	\$0	6,846	9.48
Debt Service Reserve	\$0	\$0	0	0.00
Lease-up Reserve	\$0	\$0	0	0.00
Replacement Reserve	\$108,000	\$0	1,000	1.38
Other (Specify)	\$0	\$0	0	0.00
SUBTOTAL	\$847,361	\$0	7,846	10.86
TOTAL DEVELOPMENT EXPENSES	\$30,264,882	\$28,378,760	\$280,230	\$387.93

Rentable Square Footage	78,016
Non Living Square Footage	
Total Project Square Feet	78,016
Number of Units	108

% of Non-living SF	0.0%
--------------------	------

6.09% % of construction
 10.15% % of construction

	per unit	per SF	
Hard Costs	\$208,134	\$288.13	74.3%
Soft Costs	\$64,805	\$89.71	23.1%
Land Costs	\$7,292	\$10.09	2.6%

*costs included in hard cost evaluation.

CITY OF GREELEY: PRIVATE ACTIVITY BOND EVALUATION SCORECARD **2026**

Project Name: Year:
Island Grove Village

Total Score: **275**

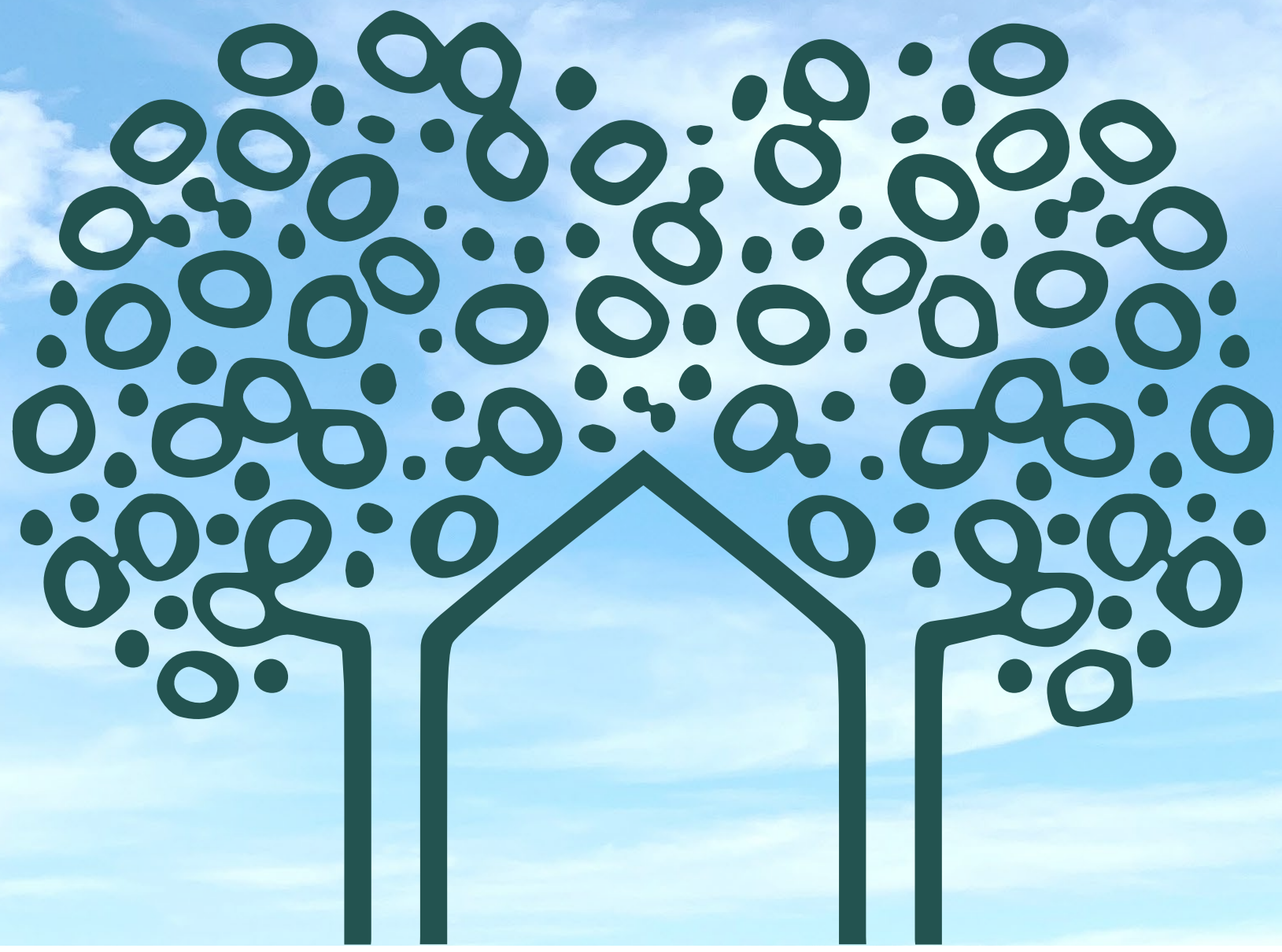
CRITERIA		Max	POINTS	SCORE			
Project Readiness (pick one)				40	Zero	1/2 points	Full
Zoning In Place		30	30		not submitted	in review	approved
Site Plan Approved		40	40		not submitted	in review	approved
Building Permit Approved		50			not submitted	in review	approved
Overall Financial Feasibility and Viability				40	Zero	1/2 points	Full
Total Cost Per Unit	> \$354,334 (1)	20			N/A	N/A	if greater than 354,334
Total Cost Per Unit	<= \$354,334 (1) 280,230	40	40		N/A	N/A	if less than 354,334
In DDA or QCT		20			NO	DDA OR QCT	BOTH
Site Suitability (up to three)				50	Zero	1/2 points	Full
Conformance with Neighborhood Character / Land Use Plans		10	10		NO	in process	YES
Environmental – Clean Phase I, II or Remediation Plan		10	40		not submitted	in review	approved
Not in 100yr Floodplain	A	10	n/a		NO	in process	YES
Water Rights Available		10	40		NO	in process	YES
Water Rights Contributed with Site		20	20		NO	in process	YES
Utilities Available		10	40		NO	in process	YES
Utilities Onsite		20	20		NO	in process	YES
Proximity to Services / Amenities (<=1/2 mi) (up to three)				40	Zero	1/2 points	Full
Transit - Bus Stops, Biking/Walking Trails		15	15		NO		YES
Employment		15	40		NO		YES
Parks & Recreation		15	10		NO		YES
Healthcare		15	40		NO		YES
Childcare / Schools		15	40		NO		YES
Social Services		15	15		NO		YES
Library		15	40		NO		YES
Serving Special Populations (up to two)				25	Zero	1/2 points	Full
Permanent Supportive Housing		15	45		NO		YES
Individuals Developmental Disabilities		15	45		NO		YES
Seniors		15	10		NO		YES
Veterans		15	40		NO		YES
More than 5% ADA Accessible		15	15		NO		YES
More than 10% ADA Accessible		30			NO		YES
Onsite Services / Amenities				40	Zero	1/2 points	Full
Community Room / Fitness		5	5		NO		YES
Laundry Onsite (In Unit W/D or Facility)		5	5		NO		YES
Exterior Amenity Space (BBQ, Playground, Activity Area/Courts, Community Garden, or Pool)		5	5		NO		YES
Resident Services / Classroom		5	5		NO		YES
Early Childhood Education		5	5		NO		YES
Bicycle (Rack, Storage, or Maintenance)		5	5		NO		YES
Onsite Management		5	5		NO		YES
Security (Access, or Cameras)		5	5		NO		YES
Developer Experience				40	Zero	1/2 points	Full
Prior Experience in Affordable Housing		10	10		None	3 or less projects	4 or more projects
Prior Experience in Weld County		10	5		NO	1 project	2 or more projects
Prior Experience in Colorado		5	5		NO	1 project	2 or more projects
No History of Non-Compliance (past 10 years)		10	10		2 or more non-	1 non-compliance in past 10 years	No history of non-compliance last 10 years
Currently Own Assets in Weld County		10	5		None	1 asset	2 or more assets
Currently Own Assets in Colorado		5	5		None	1 asset	2 or more assets

1) CHFA State Average 2024 - Larimer/Weld <https://public.tableau.com/app/profile/colorado.housing.and.finance.authority/viz/AffordableHousingDevelopmentCosts/housingcreditcosts>



Cultivating Connection, Strengthening Community

2025 IMPACT REPORT





Providing Affordable Homes.
Strengthening Communities.

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2025 IMPACT REPORT

Cultivating Connection,
Strengthening Community

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”

Today, we're proud that more than 80,000 residents at over 180 properties in 30 states call an LAC community home.

A Message from Our CEO

Since 2016, Lincoln Avenue Communities has been on a mission to build high-quality homes that foster resilient communities and ensure long-term affordability. In the midst of a nationwide housing crisis and unprecedented increases in the cost of living, this work has never been more important.

In the past year, Lincoln Avenue Communities deepened our long-term commitment to new and existing communities. We worked towards alleviating the housing crisis by preserving thousands of affordable housing units and breaking ground on new affordable communities across the country. Our committed team is built on local expertise, and our regional partners work closely with each community to build homes that address local needs.

We also deepened our engagement with policymakers, working closely to advocate for common-sense legislative and regulatory changes that would have an immediate impact on boosting production of housing for families, seniors, and individuals nationwide.

Today, we're proud that 80,000-plus residents at over 180 properties in 30 states call an LAC community home. Across the country in our communities, we've furthered our resident-first approach by partnering with organizations that help our residents connect

with essential services, ranging from health care and nutritional assistance to education and career development opportunities. These organizations visit properties on Family Resource Days, strengthening communities and providing resources that promote residents' long-term success.

This 2025 Impact Report details how we've furthered our mission in the past year, delivering long-term impact as one of the leading affordable housing developers in the United States. We look forward to continuing to build high-quality, efficient, affordable homes that foster thriving communities nationwide.

Jeremy Bronfman
Chief Executive Officer





LINCOLN AVENUE COMMUNITIES

OUR COMPANY



Who We Are

Lincoln Avenue Communities is one of the nation's leading owners and developers of affordable housing.

Since our founding in 2016, LAC has prioritized our residents and invested in the high quality and long-term affordability of the communities they call home.

180+
communities

80,000+
residents

30 states

Our Team

Lincoln Avenue Communities combines our national reach with deep local expertise of the communities we serve.

Headquartered in Santa Monica and New York City, with additional offices in Denver and Minneapolis and team members across 19 states, we are dedicated to creating holistic, innovative solutions to America's affordable housing shortage.



ORIGINATION



DEVELOPMENT



CONSTRUCTION



ASSET SERVICES



RESIDENT SERVICES



POLICY & IMPACT



FINANCE & ACCOUNTING



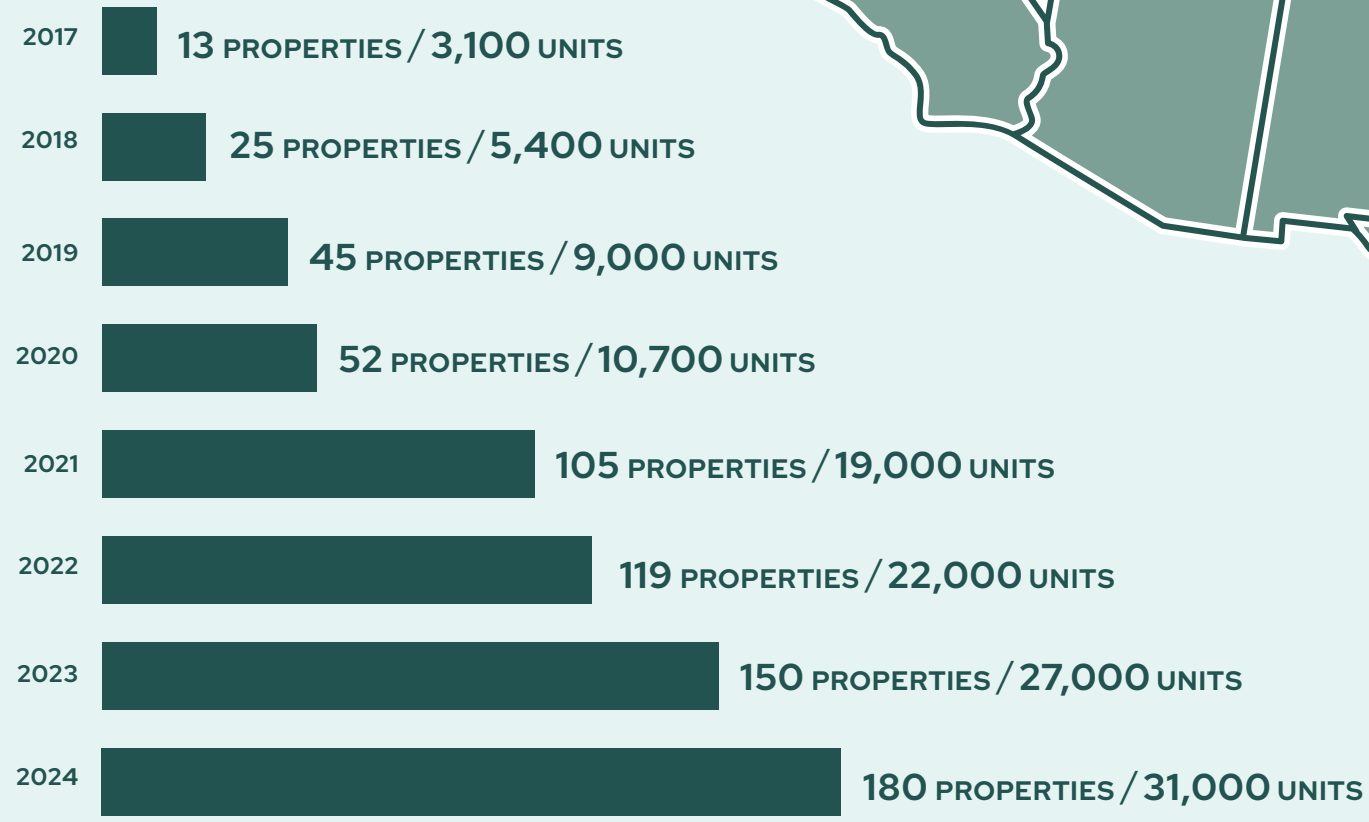
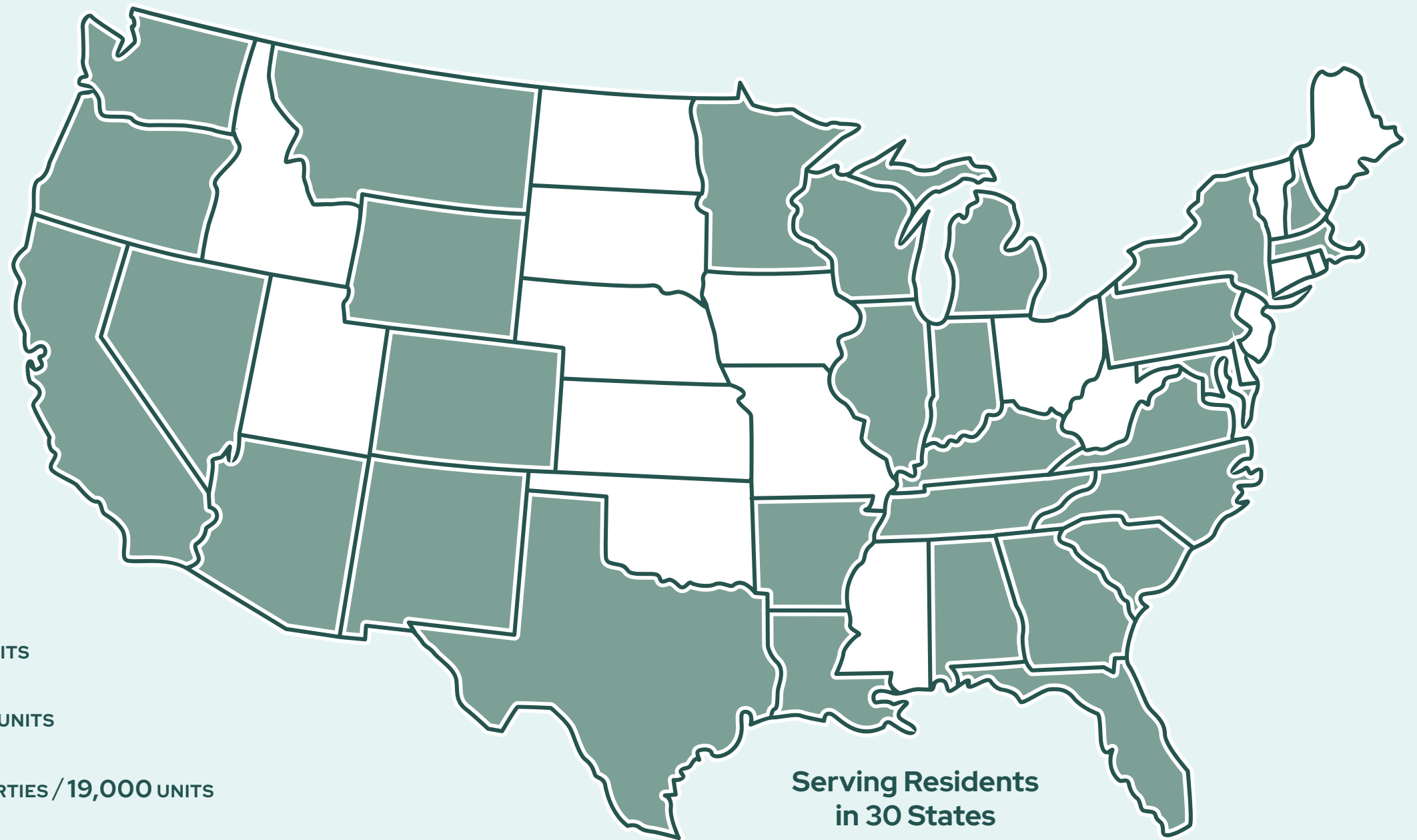
LEGAL



STRATEGY & OPERATIONS



Our Growth



Serving Residents in 30 States

- | | | | | |
|------------|-----------|---------------|----------------|------------|
| Arizona | Georgia | Massachusetts | New Mexico | Tennessee |
| Alabama | Illinois | Michigan | New York | Texas |
| Arkansas | Indiana | Minnesota | North Carolina | Virginia |
| California | Kentucky | Montana | Oregon | Washington |
| Colorado | Louisiana | Nevada | Pennsylvania | Wisconsin |
| Florida | Maryland | New Hampshire | South Carolina | Wyoming |



Areas of Focus

Addressing America's Affordable Housing Shortage

New Construction

Developing new homes is essential to increasing the availability of affordable housing nationwide. In 2024, Lincoln Avenue Communities broke ground on 19 new construction developments and accelerated our process to build affordable, sustainable homes from the ground up.

Preservation

LAC preserves and restores existing affordable housing communities across the country, preventing these critical homes from being converted to market-rate rentals and ensuring they remain affordable for future generations. We also work to enhance the quality of the homes we provide for our residents, regularly updating properties and offering new amenities.

Workforce Housing

Lincoln Avenue Communities provides long-term stability for middle-income families and individuals. By preserving at-risk naturally occurring affordable housing (NOAH) for residents earning between 80% - 120% of the local area median income (AMI), LAC helps people live closer to where they work.

In 2024, Lincoln Avenue Communities broke ground on 19 new construction developments





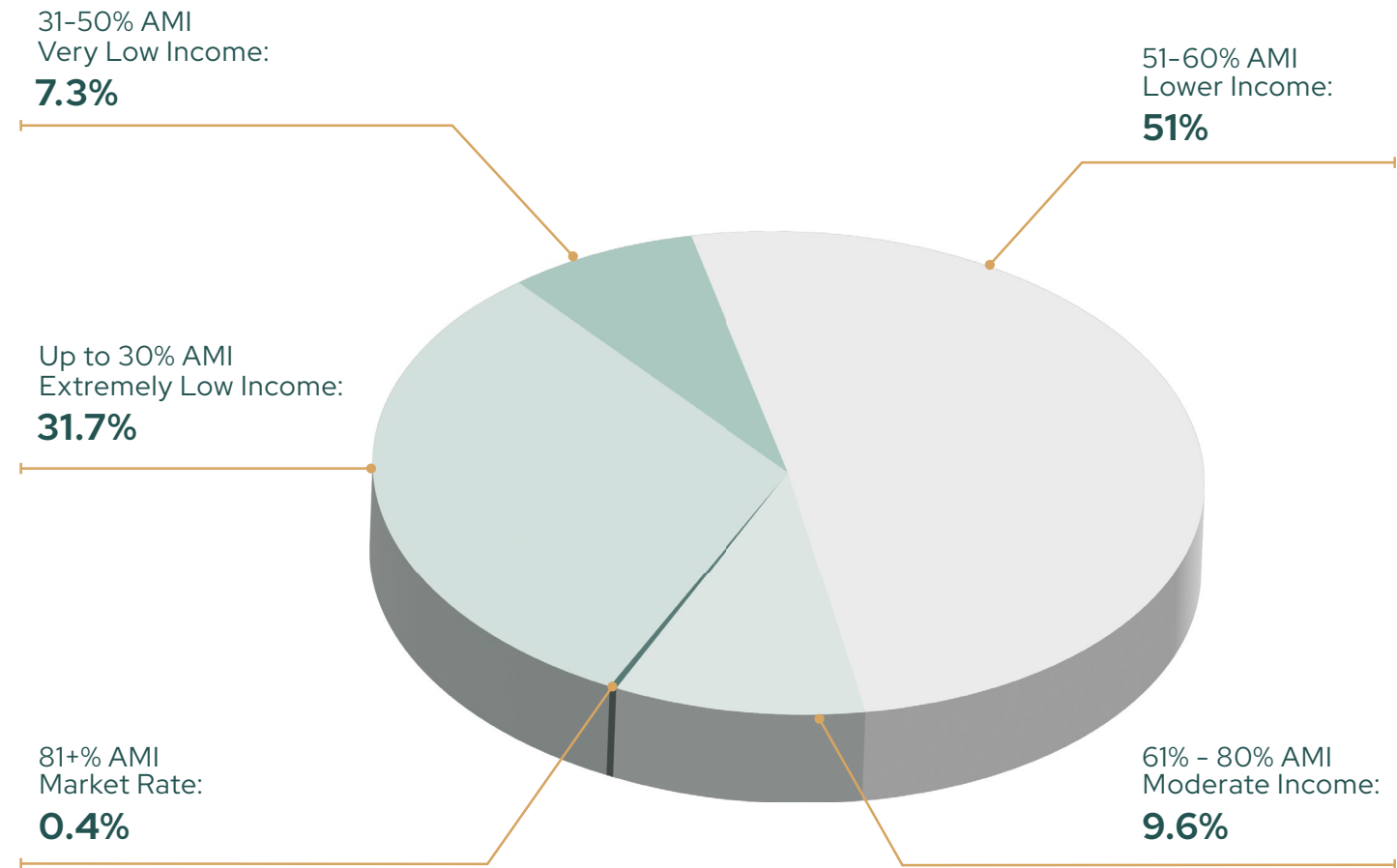
FAIRFAX ONE

The County of Fairfax
Government Center
12000

NATIONWIDE IMPACT

Who We Serve

Lincoln Avenue Communities is a leading developer of quality, affordable homes in communities throughout the U.S. Today, we are proud to serve lower- and middle-income individuals, families and seniors at over 180 properties in 30 states.



Growing Impact from the Ground Up

In 2024, LAC expanded its impact throughout the United States with an emphasis on new construction development, using our team's regional expertise to expedite critical affordable housing solutions in communities that need it most.

Supported by our team of Project Partners across the country, LAC grew its affordable housing portfolio across the country with 28 new communities.

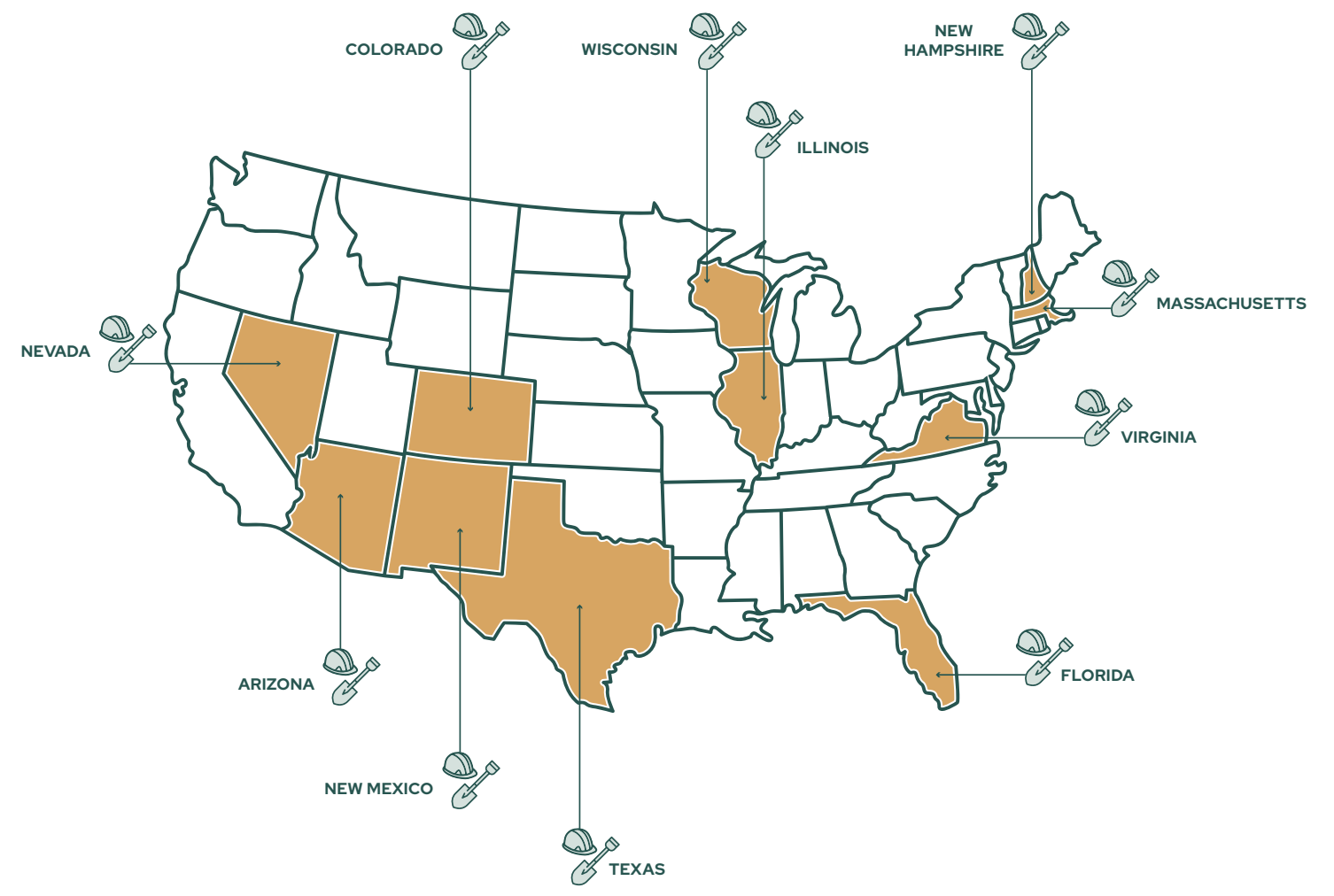
Currently, LAC is building over twenty new communities across eleven states. When completed, these developments will add over 5,200 new homes for families, seniors and individuals.

Additionally, we are currently in the design phase for thirty more affordable developments, representing over 6,000 new homes in the pipeline.

28 new communities

5,200 new homes

20+ Active New Construction Projects Across 11 States



Regionally Rooted: Project Partner Spotlight

LAC's Project Partners find and implement innovative solutions to the housing shortages experienced in communities throughout the United States.

Our development project partners have spent decades living and working in their respective regions, giving them the experience and insight needed to deliver affordable housing solutions to the communities in which they work.

Willis Senior Lofts, Rochelle, IL

In 2023, LAC broke ground on Willis Senior Lofts, an affordable housing development for lower-income seniors in Ogle County, Illinois.

Across the country, rural communities like Ogle County face persistent housing shortages, especially for seniors. Developments like Willis Senior Lofts provide critical investments into the region that allow residents to remain a part of their community for the long term.

Utilizing the 9% LIHTC tax credit program, Willis Senior Lofts serves residents aged 55 and older, with 45 apartments restricted to households earning less than 60% of the area median income (AMI) and 15 units restricted to 30% AMI. Opened in early 2025, the community is Enterprise Green- and Net Zero-certified, and includes a fitness center, theater room, walking path, raised community garden and other amenities.



Congressman Darin LaHood (IL-16) joined LAC and community leaders at the grand opening of Willis Senior Lofts.



Meet Our Project Partner: Hume An

Hume brings nearly 20 years of experience in affordable housing and community development to his role as Vice President and Project Partner at LAC. Based in Illinois, Hume is a LEED AP, a Chicago Conservation Corps Leader and a National Audubon Society Together Green Fellow. Beyond his work at LAC, Hume serves as a board member for the Illinois Housing Council and UR Chicago Alliance.



“LAC is committed to providing high-quality, affordable housing communities in areas facing low availability and high cost of living. Investing in rural communities like Ogle County is a key pillar to our mission of tackling the housing crisis.

– Hume An



Committed to Meaningful Investments: Preservation and Rehabilitation of Existing Housing

Addressing the housing crisis requires both developing new housing and preserving and improving existing housing. At LAC, we prioritize maximizing our impact, including taking on meaningful renovations of existing historic properties.

Tivoli Place - New Orleans, LA

Originally developed as the Bienville Hotel in 1921, Tivoli Place apartments has long been an important landmark on the historic St. Charles Avenue in New Orleans, LA. Converted to affordable housing in 1979, LAC recently completed an extensive rehabilitation of the property

that modernized and transformed its 163 units, which are reserved for lower income seniors through innovative financing that included both federal LIHTCs, and both federal and state historic tax credits (HTCs).

LAC's \$35 million investment in the century-old building delivered meaningful upgrades to residents' quality of life while preserving the building's historic features, installing energy efficient elements, and ensuring the property would remain affordable to seniors earning up to 50% of the area median income (AMI).

During the rehabilitation, LAC uncovered a mural by renowned Louisiana-based artist Conrad Albrizio that was thought to be lost. Originally commissioned by the Pan Am Southern Corporation in 1951 when they owned the building, the mural had been painted over and forgotten for over 50 years. LAC worked with local artist and conservator Elise Genier to remove the



Meet our Project Partner: David Garcia

With a career spanning over 20 years, David leads a team responsible for developing, acquiring, financing and operating LIHTC, Section 8, RAD and workforce housing communities across the country. Prior to LAC, David held numerous executive positions with both for-profit and non-profit development companies nationally.

David is based in Auburn, Alabama, where he currently serves on the Advisory Board of the Auburn University Masters in Real Estate Development Program.



”

At LAC, we're focused on supporting communities through meaningful rehabilitations that improve the physical quality of homes, while simultaneously extending its affordability for the long-term. Historic rehabilitations, like at Tivoli Place, not only support existing residents with new amenities and resources, but also contribute to maintaining the unique historic quality of places like St. Charles Avenue.

– David Garcia





RESIDENT SERVICES AND COMMUNITY IMPACT

Our Approach to Asset Services

LAC is proud to invest in our residents by increasing access to wide-ranging programs and property resources. Our professional site teams work closely with residents to solicit and use feedback to continually find new ways to support our communities.



The property is very quiet and peaceful. Any concerns or questions always get answered promptly and professionally. This has been a perfect place to live, just starting out and living on my own.

– Arreyis Dennis, resident

Family Resource Days

In 2024, LAC hosted 10 Family Resource Days to help residents access educational and career development programs, nutrition assistance, health care services and other valuable local resources. These Family Resource Days also allow residents to spend time with their neighbors, engage with the broader community and enjoy complimentary meals from local vendors.



LAC's Family Resource Day at Troutdale Terrace brought many resources together in one place with several local organizations that provide help and services. Since the event, our East Country Food Pantry has welcomed over 30 residents to the pantry every week.

– Julie Weindel
Director of the East Country Food Pantry at Smith Memorial Presbyterian Church



Expanding Our Partnerships



Fairview Housing Partners

LAC works closely with Fairview Housing Partners, a 501(c)(3) organization dedicated to expanding access to quality, affordable homes and providing the necessary resident services and resources to help communities thrive.

Since 2021, LAC, in partnership with Fairview Housing Partners, Morgan Stanley, and National Equity Fund (NEF), has hosted an 8-week after-school program at 5-8 multifamily properties each season with curriculum developed by the Baseball Hall of Fame.

The Hall of Fame's Education Programming provides an interactive and meaningful learning experience that teaches core curriculum topics through the lens of baseball, engaging students in the material for maximum educational impact. For each program, the Hall of Fame provides the necessary supplies and training for local partner educators to successfully deliver eight engaging week-long lessons customizable from 16 modules – each aligned with NextGen learning standards – that span the broader topics of Social Studies, Character Development, Mathematics, Science and The Arts.

Currently, LAC is operating Baseball Hall of Fame programming at eight properties in six states across the country.



Family Scholar House

LAC partners with Family Scholar House Works (FSH Works) to implement service coordination at several communities across Florida.

FSH Works has developed a program model that combines comprehensive, holistic wrap-around services addressing the social determinants of health with focused attention on education and credentialing to support underrepresented individuals and their families. They provide 72 hours per week of available virtual support for everything from a benefits assessment and application for government programs to career planning, access to apprenticeships and credentialing, and support addressing barriers such as transportation and childcare. FSH Works documents and tracks government benefit usage alongside self-sufficiency matrix scores, education, and interactions and interventions provided.

By addressing the barriers to completion of postsecondary education/credentialing and promoting career development through a Social Determinants of Health lens, FSH Works provides individuals and families with the opportunity to attain and maintain self-sufficiency and thrive into a brighter future. Family Scholar House hosted kick-off events at all four communities to meet with residents in person and promote engagement and continues to schedule quarterly visits each year.

Esusu

As part of LAC's commitment to supporting residents and building their financial capacity, we've partnered with Esusu to help interested community members boost their credit scores through positive rent reporting to credit agencies, along with credit building tools and educational resources. This initiative helps more than 11,000 LAC residents build their credit and improve their financial stability.

Since beginning our partnership with Esusu:

- 443 residents at LAC properties became "credit visible," earning a reportable score for the first time.
- 54% of residents who enrolled in rent reporting have raised their credit scores, with an average increase of 44 points.
- Over 700 residents have been able to raise their credit scores from "subprime" to "prime," potentially saving them thousands of dollars in future interest payments on mortgages or car loans.
- LAC has delivered rent relief for 26 residents that were facing eviction through its collaboration with Esusu and The Stable Home Fund.

These improvements have helped scores of LAC residents obtain new credit cards and educational, mortgage, and auto loans.





LINCOLN
AVENUE
COMMUNITIES

FOCUSED ON ENERGY EFFICIENCY
AND COMMUNITY RESILIENCE

Investing in Sustainable Communities and Durable Materials

LAC is committed to building highly efficient communities and enhancing environmental sustainability across our national portfolio of properties.

We achieve this by designing our new construction projects to have low-environmental impact and improving existing properties to enhance their efficiency and residents' quality of life.

New Construction

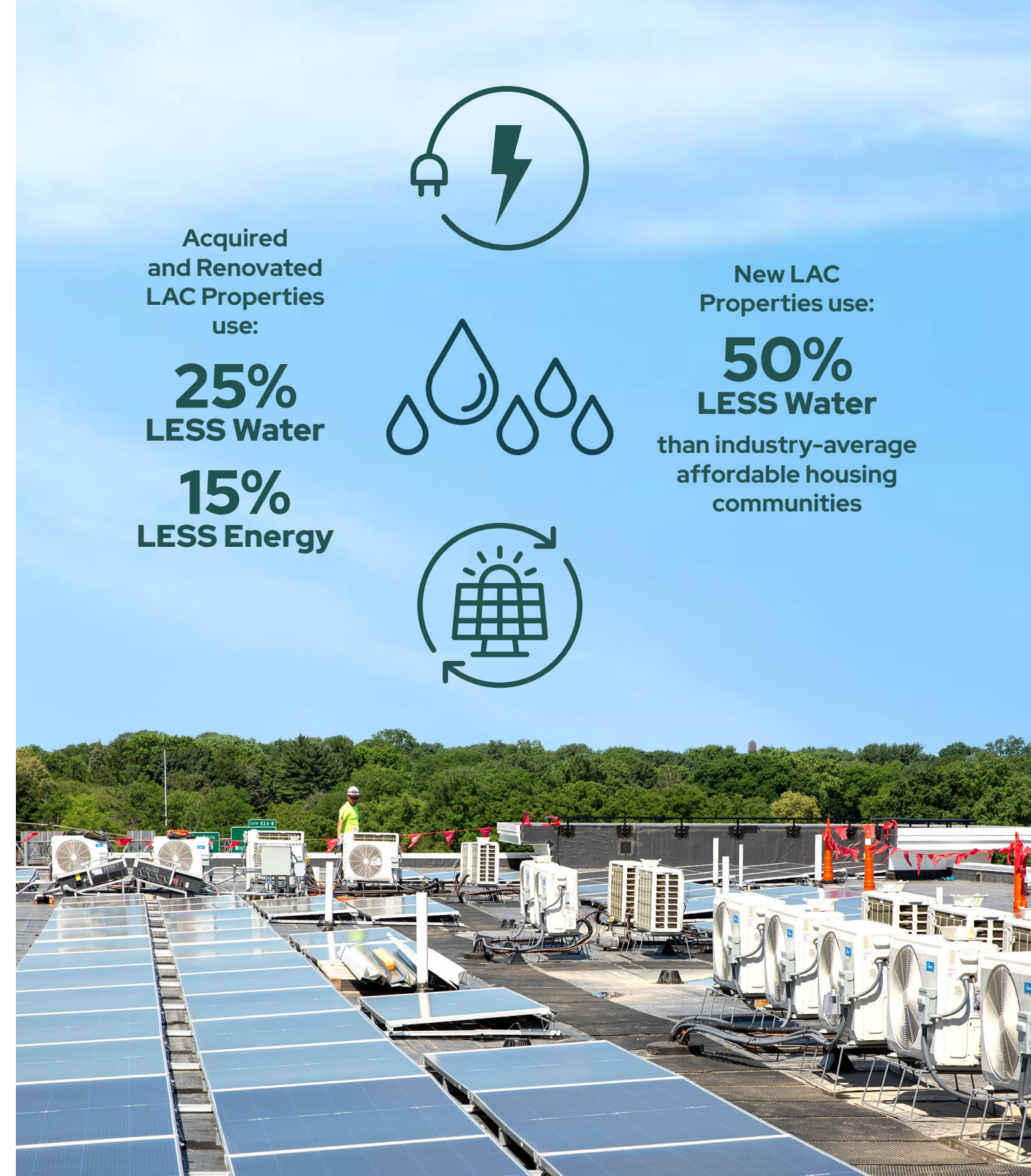
All of LAC's ground-up developments incorporate industry-leading sustainability features that prioritize energy and water efficiency and promote on-site energy production where applicable, including solar panel installations. These communities are built to remain resilient for the long term and to minimize environmental impact. LAC also collaborates with local landscape designers to create climate-conscious landscapes.

Preservation

LAC's preservation of existing affordable housing often includes major rehabilitation and improvements. These renovations are designed not only to enhance the quality of residents' homes, but also to improve the environmental sustainability of each community through the installation of low-flow water fixtures, energy-efficient appliances and other features that conserve natural resources and lower utility costs.

By the Numbers

- On average, existing properties consume 25% less water and 15% less energy than they did before being acquired and renovated by LAC.
- LAC's new construction properties use 30% less water than existing properties and 50% less than industry-average affordable housing communities.
- 25 of LAC's communities have solar panel installations.



Acquired and Renovated LAC Properties use:

**25%
LESS Water**

**15%
LESS Energy**



New LAC Properties use:

**50%
LESS Water**
than industry-average affordable housing communities



168,021kWh
of electricity produced annually

135kW system
with 16 solar panel inverters

CASE STUDY:

The Derby Apartments, Madison, WI

LAC continues to prioritize installing solar energy systems into our new construction projects, offsetting consumption and lowering the cost of living for residents.

Beginning in 2024, every LAC development - both new construction and acquisition - is evaluated for innovative solar installations.

One of LAC's newest ground-up developments, The Derby Apartments in Madison, Wisconsin, offsets a significant portion of its electrical consumption through rooftop solar panels. The property includes 70 affordable units designated for residents earning 30-60% of AMI, with priority given to veterans through a partnership with Dane County. Featuring amenities such as a fitness center, children's playground, dog park and business center, The Derby reflects LAC's vision of sustainable, affordable communities that are designed to meet local needs—offering residents not just a place to live, but to succeed.

The Derby Apartments in Madison, WI, is expected to generate 168,021 kWh per year from its 135 kW DC array with 100 kW AC of inverters. This is over 133% of the common area meter's expected electricity use.





LINCOLN
AVENUE
COMMUNITIES

LOOKING AHEAD

Branching Out: Powerful Impact by the Private Sector

Lincoln Avenue Communities works closely with our community partners to address housing needs across the country.

LAC's experienced team is uniquely positioned to work quickly with our partners and successfully execute transactions that efficiently utilize a combination of private and public funds.

In 2024, we were recognized as the leading developer of affordable housing by Affordable Housing Finance Magazine, with our 3,167 new affordable construction unit starts representing the most of any developer nationwide. We continue to be strategic in our investments, strengthening relationships with our local partners and doubling down on our long-term commitment to the communities we serve.



Policy Solutions for America's Housing Shortage

LAC is committed to supporting policies beneficial to affordable housing and community development.

In 2024, we advocated for:

- Expansion of key LIHTC provisions through co-sponsorship of the Affordable Housing Credit Improvement Act, laying the groundwork for their inclusion in the One Big Beautiful Bill Act
- Insurance affordability and attainability for affordable rental housing
- Administrative regulatory solutions at the state and federal level to drive more efficient affordable housing production

LAC is proud to contribute to dozens of national and state-level organizations supporting affordable housing expansion. In 2024, we continued our leadership commitment to critical advocacy organizations including the Affordable Housing Tax Credit Coalition, the National Multi Housing Council, Housing Advisory Group, National Association of Home Builders, National Leased Housing Association, National Housing & Rehabilitation Association, the Multi Housing Impact Council, the Women's Affordable Housing Network, Commercial Real Estate Women's Network, the Urban Land Institute and more than a dozen



statewide affordable housing organizations. LAC team members volunteer their time serving in leadership positions in many of these organizations. We look forward to continuing our advocacy work.



In the News

Gov. Evers: ICYMI: Gov. Evers, WHEDA celebrate grand opening of new affordable housing development in Madison

March 7, 2025

Home » Press Releases » Gov. Evers: ICYMI: Gov. Evers, WHEDA celebrate grand opening of new affordable housing development in Madison

MADISON — Gov. Tony Evers this week joined Wisconsin Housing and Economic Development Authority (WHEDA) CEO and Executive Director Elmer Moore Jr., local leaders, and project partners to celebrate the grand opening of The Derby Apartments. This new 70-unit, four-story, affordable housing development in Madison received \$1 million in funding through the Vacancy-to-Vitality Loan Program, which was created as part of one of the largest investments in affordable housing in state history—\$525 million—as enacted by Gov. Evers in the 2023-25 biennial budget.

"Access to safe and affordable housing is a critical part of our economy and our workforce, and connecting the dots to make sure our kids can bring their best selves to the classroom, families have safety and stability, and that we can recruit and retain talented folks in communities across our state to help address Wisconsin's generational workforce challenges," said Gov. Evers. "I'm proud of our administration's efforts to expand access to affordable housing in communities across Wisconsin, much like this important project right here in Madison."

Access to safe, reliable, and affordable housing is a critical part of helping address the generational workforce challenges facing the state, ensuring kids can bring their best and fullest selves to the classroom, and supporting families so they can be well. For years, Gov. Evers has proposed robust provisions and investments in expanding access to housing statewide, including in the 2023-25 biennial budget. The governor was glad to have the Wisconsin State Legislature join him in supporting this critical effort, and the budget signed by Gov. Evers provided one of the largest state investments in workforce housing in state history with a \$525 million investment, including funding the Vacancy-to-Vitality Loan Program.

The Derby Apartments was one of the first projects to receive \$1 million from the new Vacancy-to-Vitality Loan Program administered through WHEDA. The program

[Read more >](#)

Apartments with daycare under construction near Fairfax County Government Center

By Scott McCaffray
Published December 24, 2024 at 9:45AM

Residences at Government Center II groundbreaking (via Fairfax County Redevelopment and Housing Authority)

[Read more >](#)

Santa Fe County officials celebrate 240-unit affordable housing project underway

By Daniel J. Chacón dchacon@sfnewmexican.com May 29, 2025 Updated May 30, 2025

Gov. Michelle Lujan Grisham speaks Thursday during a groundbreaking ceremony for the Cresta Ranch Apartments, Santa Fe County's first multifamily affordable housing project. She said more affordable housing is needed around New Mexico.

Gabriela Campos/The New Mexican

[Read more >](#)

Lincoln Avenue Communities and the City of Madison are tackling the housing crisis in Dane County

January 14, 2025 • Sydney Griffin

As Madison's housing crisis deepens, a new affordable housing project rises to meet the urgent demand, promising relief for many in need.

Since 2010, the City of Madison has faced a persistent housing crisis, driven by demand that has pushed rent prices to record highs. As Wisconsin's fastest-growing community, Madison's population has risen by 19% over the past decade, far outpacing the state's average growth of just 3.6% between 2010 and 2020. In the last

[Read more >](#)

Lincoln Avenue Communities Hosts Family Resource Day for Affordable Housing Residents in Everett, Washington

Published 1:04 PM PDT, October 4, 2024

Residents of Bluffs at Evergreen Apartments engaged with local organizations that offer social services, community programs and other resources.

EVERETT, Wash., Oct. 4, 2024 /PRNewswire/ — Lincoln Avenue Communities (LAC), a mission-driven acquirer and developer of affordable housing, hosted a Family Resource Day event for Bluffs at Evergreen Apartments residents. Bluffs at Evergreen Apartments provides one-to-two-bedroom units to low-income residents in Snohomish County.

"Our Family Resource Days build a strong sense of community and provide residents with essential resources," said Jeremy Brownlow, founder and CEO of LAC. "We are proud to partner with leading service providers in Everett to support our residents."

Representatives from [Connect Casino Blvd](#), [Casino Blvd Kids Ministries](#), [Evergreen Goodwill](#), [Guardian Patrol](#), [Spectrum Wifi](#), [Pin Savvy](#), [Snohomish County Legal Services](#), [Everett Police Department](#) and [Everett Community College](#) engaged and spoke with the Bluffs at Evergreen community. The Family Resource Day provided residents the opportunity to learn about educational and professional development opportunities and other community aid resources.

[Read more >](#)

Another 'much-needed' affordable housing apartment complex is coming to Manatee County

By James A. Jones Jr.
Updated March 7, 2024 8:34 AM

A planned development on an 18-acre site at 6350 Prospect Road would bring 312 multifamily housing units to the Bradenton area. At least 25% would be classified as affordable.

Only have a minute? Listen instead
Powered by Trinity Audio

MANATEE COUNTY

A new plan to bring 312 units of multi-family housing, with more than 25% designated as affordable, is being fast-tracked by Manatee County Government. The planned development on 18 acres at 6350 Prospect Road is on land zoned for agricultural uses. The project would require the Manatee County Commission to approve a rezoning request to allow for residential construction.

[Read more >](#)

2 affordable rental developments break ground, adding over 500 subsidized housing units

By David Invernizzi, Reporter • May 15, 2025

City and state leaders joined developers today to break ground and tour two major affordable housing developments in Maricopa. Together, these new communities will bring more than 500 new homes to Maricopa.

[Read more >](#)

Former Oscar Mayer site sees groundbreaking for over 500 affordable housing units

IB Staff | Jun 27, 2024

A project near the former Oscar Mayer plant that will bring more than 500 new affordable housing units to Madison broke ground on Wednesday, according to the city of Madison. Husley Yards, located on Ruth Street at the former Hartmeyer site on the city's north side, is the first housing development to begin construction since the Oscar Mayer Special Area Plan was adopted and implemented in the summer of 2020.

The city contributed more than \$6 million in tax incremental financing funds last year to help cover a gap in the project's financing and keep construction on track. It was additionally financed through federal low-income housing tax credits from the Wisconsin Housing and Economic Development Authority and the National Equity Fund, and also received a Brownfield Idle Site Grant from the Wisconsin Economic Development Corp.

Plans call for a grand total of 553 income- and rent-restricted units between two buildings, with one building dedicated to older adults and the other building dedicated to individuals and families. All of the units at Husley Yards will be reserved to individuals making up to 50%, 60%, or 70% of Dane County's Area Median Income, depending on the unit. According to the U.S. Department of Housing and Urban Development (HUD), Dane County's AMI is currently \$125,900 for a family of four.

Of the 553 units on the site, 303 will be in the building called "The View," which will serve families and individuals, offering several amenities, including job training. The other building, called "The Victoria," will provide 250 units for older adults along with a club room, a craft room, a fitness center, and two rooftop courtyards. The site will also include a new city park.

In addition to providing one- and two-bedroom units, plans also call for three- and four-bedroom units that will help support families who can experience challenges in finding affordable housing that fit their needs.

Both buildings will be sustainable, with rooftop solar power systems and Wisconsin Green Built Home certifications.

[Read more >](#)





LOS ANGELES | DENVER | MINNEAPOLIS | NEW YORK



Your Strategic Partner in Affordable Housing Transactions

March 2026

Our Firm - Introduction

Cohen Liuzzo PLLC is a newly formed law firm of experienced attorneys dedicated to advancing affordable housing and community development nationwide.

Founded by Eleor Cohen and Peter Liuzzo, our firm specializes in guiding developers and owners through the complexities of affordable housing financing, including tax-exempt bonds, low-income housing tax credits, and related funding mechanisms.

Our exceptional team joins us in this mission, bringing a wealth of experience and a shared passion for fostering equitable communities through innovative legal structures.

At Cohen Liuzzo PLLC, we are committed to providing consistent, responsive, and expert legal services across all states, empowering our clients to create and sustain affordable housing projects that make a meaningful impact on the surrounding community.

Our Firm - Experience

For the past several years, as members of our prior law firm, Cohen Liuzzo has focused its practice on national LIHTC Transactions



- **30 states**



- **Strong relationships with agencies, bond counsels, local counsels, tax attorneys in each of those States**



- **Over 20 different tax credit investors/syndicators**



- **Variety of Debt Structures and Lenders: Short-Term Cash Backed, Freddie TEL, Fannie MTEB, Fannie Credit Enhancement, Rural Housing Loans, FHA Financing**



Seldin Company is an award-winning, multifamily management organization headquartered in Omaha, Nebraska. We currently manage and lease over 19,000 apartment homes across eleven states.

As an industry leader with nearly a century of experience, our company is constantly evolving to meet the changing needs of our residents by focusing on innovative, locally integrated projects that promote sustainable community growth.

We believe in a high touch approach, communicating openly and actively with owners and clients to ensure the highest quality support.

We Specialize in:

- Conventional, HUD, & Housing Tax Credit Management
- New Construction Lease-Ups
- Consulting, Design, and Marketing Services
- Compliance Services

BY THE NUMBERS

100⁺ Years of Exceptional Service

9 New Properties in 2023

19⁺_K Units Currently Managed

50 Unique Owners

2840 S. 123rd Court | Omaha, NE 68144

SELDIN.COM | 402.333.7373

propertymanagement@seldin.com

WHAT WE DO

APPLICATION, LEASING & OCCUPANCY

Seldin will thoroughly screen prospective residents for credit, rental, and criminal history, oversee execution of lease paperwork, and conform to all Fair Housing Laws. Every effort will be made to achieve and maintain the highest level of occupancy possible.

TIMELY RENT COLLECTION & COMPLIANT EVICTIONS

We are diligent in collecting rent every month. If it is necessary to evict a tenant, we initiate legal steps quickly, to minimize costs and get the home leased again.

STAFFING & TRAINING

Seldin Company is an equal opportunity employer. All hiring will be done in full compliance with all applicable State and Federal laws. Our team will screen existing staff, make hiring decisions, and provide complete new hire training.

MARKETING

A market analysis and initial marketing plan aimed at maximizing occupancy and net operating income will be created for each property. Property management staff will work closely with our marketing team to deploy the plan and all on-going marketing efforts.

COMPLIANCE SERVICES

With over 50 years of combined experience, the Seldin Compliance team is able to quickly and efficiently address all facets of the regulatory sphere. Our staff carry COS(A), HCM-H(F), SHCM, HCCP, and other designations, and are well versed in HUD, Section 42 (Tax Credit) and Home requirements.

CONTRACTS & MAJOR REPAIRS

Seldin Company will negotiate contracts with vendors utilizing company relationships and vendor compliance programs already in place in order to obtain the best possible value and service.

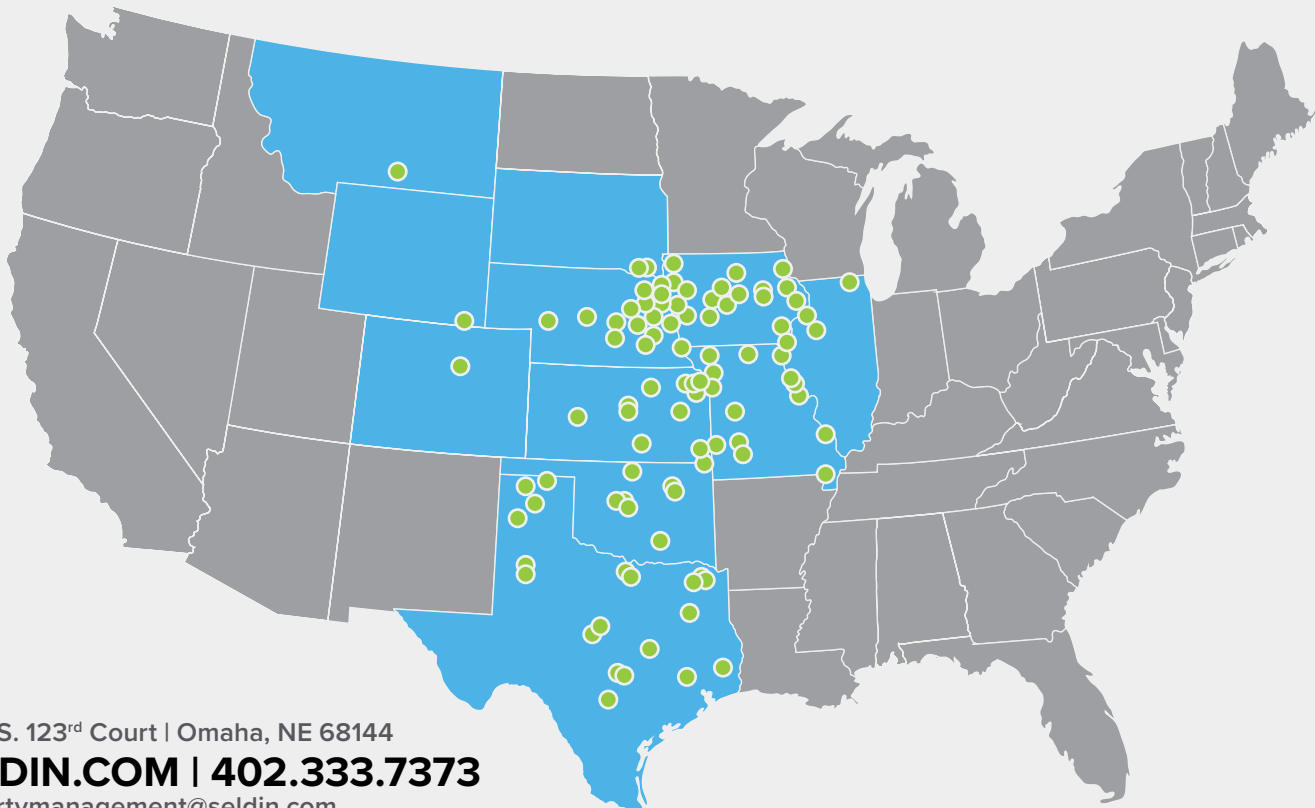
PROPERTY & UNIT MAINTENANCE

Our skilled maintenance team will provide timely repairs, along with ongoing preventative maintenance of the property. We will also coordinate after-hours, on-call staff to handle maintenance emergencies, should they arise.

ACCOUNTING & FINANCIAL REPORTING

Seldin Company will establish and maintain an accounting system to record all financial transactions related to the operation of the Property. This system will enable us to provide timely financial reporting and allow for ease of auditing financial performance.

PORTFOLIO



2840 S. 123rd Court | Omaha, NE 68144
SELDIN.COM | 402.333.7373
propertymanagement@seldin.com

SELDIN, LLC LEADERSHIP



ALICIA CLARK // CEO, SELDIN, LLC

Alicia Stoermer Clark, CEO of Seldin, LLC, joined the company in June 2004. Her previous positions at Seldin Company include CEO, Chief Operating Officer, EVP of Implementation and Business Intelligence, and SVP of Systems and Staff Development. Alicia focuses on Seldin, LLC's overall organizational design, strategic planning, and business development

Dr. Clark holds a Ph.D. in Human Capital Management, an MBA from Bellevue University, and a Bachelor of Science in Housing and the Near Environment from Iowa State University.

Alicia has many professional certifications (SHCM, HCCP, COS, HDFP) and has served on local and national boards, including NAHMA, NAHMA's Education Foundation,

and Seldin, LLC. She is an Executive Member of the National Affordable Housing Management Association (NAHMA), prior Chair of the NAHMA Education Foundation and NAHMA Education and Training Committee, and active on the SHCM Technical Review Committee. Alicia holds a real estate broker license in Iowa, has worked as an Adjunct Professor at the University of Nebraska Omaha and Bellevue University, and is currently serving as a Dissertation Chair in the Doctorate of Business Administration Degree Program.

EDUCATION

- PhD in Human Capital Management, Bellevue University
- Masters of Business Administration, Bellevue University
- Bachelor of Science in Housing and the Near Environment, Iowa State University

PROFESSIONAL CERTIFICATIONS

- Housing Development Finance Professional (HDFP)
- Certified Occupancy Specialist (COS)
- Housing Credit Certified Professional (HCCP)
- Specialist in Housing Compliance Management (SHCM)

RELATED EXPERIENCE

- National Affordable Housing Management Association (NAHMA), Executive Member
- NAHMA Education and Training Committee, Prior Chair
- NAHMA Educational Scholarship Fund, Board of Directors Member
- SHCM Technical Review Committee
- Strategic Planning Board for the Douglas County Housing Authority (2008-2010)
- IA/NE Affordable Housing Management Association (AHMA) (2010), President
- IA/NE Affordable Housing Management Association (AHMA) (2015-2017), Assistant Executive Director

SELDIN, LLC LEADERSHIP



CINDY POWERS // CHIEF ADMINISTRATIVE OFFICER, SELDIN, LLC

Cindy Powers, Chief Administrative Officer of Seldin, LLC has been with Seldin since 2000. During that time, she served as the assistant to the chairman, legal assistant to the VP and general counsel, office manager and property insurance coordinator, and senior vice president of human resources. Throughout her tenure, Cindy has dedicated herself to helping drive and manage several key initiatives that enrich Seldin and its employees including benefit enhancements, culture and leadership, and employee engagement.

As Chief Administrative Officer, Cindy leads operational planning and development in insurance, legal services, human resources, administrative services, and information technology.

Cindy holds a Bachelor of Science in Management of Human Resources and an A.A.S. in Legal Assisting, specializing in commercial law. She holds the SPHR and SHRM-SCP certifications. Cindy is a licensed real estate broker in Nebraska and Wyoming and a licensed property manager in Montana.

Cindy is a board member and treasurer of the Nebraska Association of Commercial Property Owners (NACPO), a business ethics alliance trustee, and a Better Business Bureau's Torch Awards Committee member.

EDUCATION

- Bachelor of Science degree in Management of Human Resources from Bellevue University
- A.A.S. Degree in Legal Assisting, Specializing in Commercial Law from MCC

PROFESSIONAL CERTIFICATIONS

- SPHR certification
- SHRM-SCP certification

RELATED EXPERIENCE

- Licensed Real Estate Broker- Nebraska
- Licensed Real Estate Responsible Broker- Wyoming
- Licensed Property Manager-Montana
- Society for Human Resources Management, Member
- Human Resource Association of the Midlands, Member
- Nebraska Association of Commercial Property Owners (NACPO), Board Member & Treasurer
- Business Ethics Alliance, Trustee
- Better Business Bureau Torch Awards, Committee Member

SELDIN, LLC LEADERSHIP



JESSICA WARD
CHIEF FINANCIAL OFFICER, SELDIN, LLC

Jessica Ward, Chief Financial Officer of Seldin, LLC has been with Seldin since 2016. Jessica most recently worked as Director of Financial Analysis with a global business process outsourcing company and worked in public accounting for over ten years. Jessica brings with her a history of financial analysis, forecasting and extensive experience in audits.

Jessica holds her BA in Accounting from the University of Northern Iowa and is a Certified Public Accountant and Chartered Global Management Accountant. As CFO, Jessica is responsible for development and oversight of the company's financial management strategy and providing significant contributions to the development of the company's strategic goals.

EDUCATION

- BA in Accounting, University of Northern Iowa
- Certified Public Accountant



MICHELE NATHANIELS
PRESIDENT, SELDIN COMPANY

Michele Nathaniels joined Seldin Company in 2005 and has served in a multitude of leadership roles including successfully overseeing developments, lease-ups, affordable housing, and large-scale portfolio transitions. With over 15 years of experience in the property management industry, Michele's expertise has resulted in several promotions. Michele oversees business development, marketing, facilities, compliance, as well as operations across Seldin's entire portfolio, consisting of approximately 20,000 units throughout eight states.

RELATED EXPERIENCE

- Licensed real estate broker - Nebraska
- Licensed real estate broker - Illinois
- Licensed real estate broker - Colorado
- Real estate sales license - Iowa
- Certified Apartment Portfolio Supervisor
- C6P, COS, and HCCP designations



SELDIN, LLC



Our Vision

Your real estate partner maximizing experiences at work and at home.

Our Mission

To build upon a reputation of loyalty to produce results and create meaningful relationships.





Seldin, LLC Leadership

SELDIN, LLC LEADERSHIP



ALICIA CLARK // CEO, SELDIN, LLC

Alicia Stoermer Clark, CEO of Seldin, LLC, joined the company in June 2004. Her previous positions at Seldin Company include CEO, Chief Operating Officer, EVP of Implementation and Business Intelligence, and SVP of Systems and Staff Development. Alicia focuses on Seldin, LLC's overall organizational design, strategic planning, and business development

Dr. Clark holds a Ph.D. in Human Capital Management, an MBA from Bellevue University, and a Bachelor of Science in Housing and the Near Environment from Iowa State University.

Alicia has many professional certifications (SHCM, HCCP, COS, HDFP) and has served on local and national boards, including NAHMA, NAHMA's Education Foundation,

and Seldin, LLC. She is an Executive Member of the National Affordable Housing Management Association (NAHMA), prior Chair of the NAHMA Education Foundation and NAHMA Education and Training Committee, and active on the SHCM Technical Review Committee. Alicia holds a real estate broker's license in Iowa and Texas, has worked as an Adjunct Professor at the University of Nebraska Omaha and Bellevue University, and is currently serving as a Dissertation Chair in the Doctorate of Business Administration Degree Program.

EDUCATION

- PhD in Human Capital Management, Bellevue University
- Masters of Business Administration, Bellevue University
- Bachelor of Science in Housing and the Near Environment, Iowa State University

PROFESSIONAL CERTIFICATIONS

- Housing Development Finance Professional (HDFP)
- Certified Occupancy Specialist (COS)
- Housing Credit Certified Professional (HCCP)
- Specialist in Housing Compliance Management (SHCM)
- Certified Credit Compliance Professional (C3P)

RELATED EXPERIENCE

- National Affordable Housing Management Association (NAHMA), Executive Member
- NAHMA Education and Training Committee, Chair
- NAHMA Educational Scholarship Fund, Board of Directors Member
- SHCM Technical Review Committee
- Strategic Planning Board for the Douglas County Housing Authority (2008-2010)
- IA/NE Affordable Housing Management Association (AHMA) (2010), President
- IA/NE Affordable Housing Management Association (AHMA) (2015-2017), Assistant Executive Director

SELDIN, LLC LEADERSHIP



CINDY POWERS // CHIEF ADMINISTRATIVE OFFICER, SELDIN, LLC

Cindy Powers, Chief Administrative Officer of Seldin, LLC has been with Seldin since 2000. During that time, she served as the assistant to the chairman, legal assistant to the VP and general counsel, office manager and property insurance coordinator, and senior vice president of human resources. Throughout her tenure, Cindy has dedicated herself to helping drive and manage several key initiatives that enrich Seldin and its employees including benefit enhancements, culture and leadership, and employee engagement.

As Chief Administrative Officer, Cindy leads operational planning and development in insurance, legal services, human resources, administrative services, and information technology.

Cindy holds a Bachelor of Science in Management of Human Resources and an A.A.S. in Legal Assisting, specializing in commercial law. She holds the SPHR and SHRM-SCP certifications. Cindy is a licensed real estate broker in Nebraska and Wyoming and a licensed property manager in Montana.

Cindy is a board member and treasurer of the Nebraska Association of Commercial Property Owners (NACPO), a business ethics alliance trustee, and a Better Business Bureau's Torch Awards Committee member.

EDUCATION

- Bachelor of Science degree in Management of Human Resources from Bellevue University
- A.A.S. Degree in Legal Assisting, Specializing in Commercial Law

PROFESSIONAL CERTIFICATIONS

- SPHR certification
- SHRM-SCP certification

RELATED EXPERIENCE

- Licensed real estate agent - Nebraska, and Wyoming
- Property manager license - Montana
- Society for Human Resources Management, Member
- Nebraska Association of Commercial Property Owners (NACPO), Board Member & Treasurer
- Business Ethics Alliance Trustee

SELDIN, LLC LEADERSHIP



JESSICA WARD
CHIEF FINANCIAL OFFICER, SELDIN, LLC

Jessica Ward, Chief Financial Officer of Seldin, LLC has been with Seldin since 2016. Jessica most recently worked as Director of Financial Analysis with a global business process outsourcing company and worked in public accounting for over ten years. Jessica brings with her a history of financial analysis, forecasting and extensive experience in audits.

Jessica holds her BA in Accounting from the University of Northern Iowa and is a Certified Public Accountant and Chartered Global Management Accountant. As CFO, Jessica is responsible for development and oversight of the company's financial management strategy and providing significant contributions to the development of the company's strategic goals.

EDUCATION

- BA in Accounting, University of Northern Iowa
- Certified Public Accountant



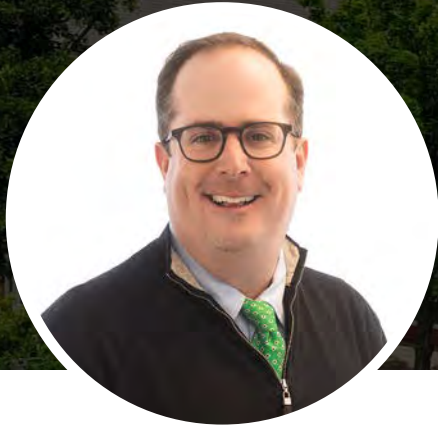
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PRESIDENT, SELDIN COMPANY

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RELATED EXPERIENCE

- Licensed real estate broker - Nebraska
- Licensed real estate broker - Illinois
- Licensed real estate broker - Colorado
- Real estate sales license - Iowa
- Certified Apartment Portfolio Supervisor
- C6P, COS, and HCCP designations

SELDIN, LLC LEADERSHIP



PAT REGAN
PRESIDENT, OMNE PARTNERS - BROKERAGE

Pat joined OMNE Partners as President of Brokerage in 2022, bringing with him more than 18 years of Commercial Real Estate (CRE) Experience.

He is passionate about negotiating owner/user-driven projects involving office, industrial, and land sale transactions. Pat's strategic vision places special emphasis on paving the way for great businesses to operate and thrive within the urban core.

RELATED EXPERIENCE

- International Council Shopping Centers (ICSC) Member
- Omaha Chamber of Commerce Member
- Boys & Girls Clubs of the Midlands Member

PROFESSIONAL CERTIFICATIONS

- Certified Commercial Investment Member (CCIM)

EDUCATION

- BS in Business Administration, University of Nebraska-Lincoln



ANDY KUTILEK
PRESIDENT, OMNE PARTNERS - PROPERTY MGMT

Andy started his commercial real estate career in 1997 working for Magnum Development Corp., where he focused on “ground-up” development projects spread out over 15 states. Additionally, he oversaw and managed a portfolio of over \$1.5M SF of commercial real estate held by both Magnum and third-party owners. Andy joined OMNE Partners in 2016 and currently oversees the property management and facilities maintenance divisions.

Andy served in the United States Marine Corps and Marine Corps Reserves.

EDUCATION

- BS in Finance, University of Nebraska-Omaha




A better way to home.

SETTING THE STANDARD OF EXCELLENCE IN PROPERTY MANAGEMENT SERVICES.
CONVENTIONAL // AFFORDABLE // SENIOR



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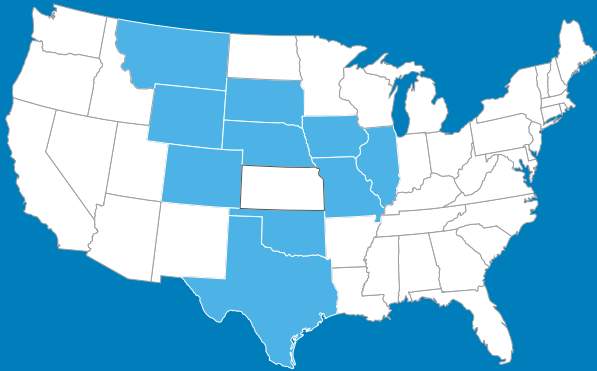


A photograph of a family of four—a man, a woman, and two children—smiling and hugging each other. The man is on the left, wearing a yellow sweater. The woman is in the center, wearing a blue shirt. The children are on the right, one in a pink shirt and one in a blue shirt. The background is a bright, outdoor setting with some foliage. The image has a dark overlay, and white text is superimposed on the left side.

We are a team of
property management experts
dedicated to providing
exceptional service to our clients,
residents and each other
one community at a time.



At a Glance



100+ YEARS OF EXCEPTIONAL SERVICE

19+ UNITS MANAGED

9 NEW PROPERTIES IN 2023

50 UNIQUE OWNERS

Presence Across 10 States:

- COLORADO
- IOWA
- ILLINOIS
- MISSOURI
- MONTANA
- NEBRASKA
- OKLAHOMA
- SOUTH DAKOTA
- TEXAS
- WYOMING

Seldin Company is a leading property management brand with deep roots throughout the Central United States. Headquartered in the heart of the Great Plains (Omaha, NE), Seldin was founded in 1923 and engages in the management and expansion of multifamily apartment communities.

With decades of experience managing affordable and conventional communities, Seldin Company is proud to be an employer of choice and manager of properties that are the best places for residents to call home.

The mission of Seldin Company has always emphasized both employees and residents

as the core of its business success. Seldin employees dedicate themselves to the preservation of the physical properties and an outstanding culture.

Seldin Company provides a wide range of property management and leasing services for luxury apartments to HUD-assisted, and Housing Tax Credit communities. We are also committed to providing quality and affordable senior housing.



A photograph of a swimming pool with a blue overlay containing text. The pool is in the foreground, and a building is visible in the background. The text is white and centered on the blue overlay.

“The business we are in protects one of the most vital and foundational human needs – the home.

The care and consideration each of our employees puts forth to ensure the families we house have the best possible living environment is easy to see.”

- Alicia Clark, CEO



Services Summary



Seldin Specialties:

- Multifamily Property Management
- New Construction Lease-Ups
- Consulting
- HUD-Assisted & Housing Tax Credit Communities
- Compliance

PROPERTY MANAGEMENT

Seldin Company provides quality management for apartment communities throughout the United States. We manage a variety of properties, from luxury apartments to HUD-assisted and Housing Tax Credit communities. We are also committed to providing quality and affordable senior housing. We pride ourselves on being the benchmark for the property management industry with owners relying on our experienced team for timely, detailed reporting and strategic, customized management and oversight.

CONSULTING

Let our over 100 years of experience with multifamily consulting services work for you. Seldin Company will be there through every stage, from concept and construction to lease up and daily management. We offer consulting services in a wide array of expertise areas including, but not limited to: Facilities and General Contracting, Due Diligence (physical and file), Compliance and Audit Services (HUD, LIHTC, HOME, DCBG, and other affordable housing programs), Marketing, Creative Design and Interior / Exterior Design, Operations and Fair Housing Training, as well as and lease-up strategy.

FACILITIES MANAGEMENT

We strive to proactively identify and address all smaller issues in order to minimize inconvenience to residents and save on costly repairs down the road. Seldin Company focuses on providing prompt, friendly, and dedicated maintenance service. We take pride in taking care of our residents 24/7.

Seldin Company has several policies in place for mitigating risk. These include annually, and quarterly unit and safety inspections, which include replacing furnace filters, replacing the smoke detector batteries, annual shop inspections, spring and fall common and exterior inspections. Seldin Company also has a safety committee that meets quarterly and distributes safety materials to the sites and employees.

IT SUPPORT

Seldin Company offers an internal technology staff with the ability to remotely support all of your computer hardware & software needs. IT ensures that all technology is running smoothly, so property staff can focus on what they do best...leasing apartments and keeping residents happy.

Our IT team plays an integral role in any transition or lease-up, ensuring the transfer and addition of properties into the Seldin contact-sphere. The team can coordinate with outside vendors to ensure a seamless experience for staff and residents.

FINANCE & ACCOUNTING

Quality people with industry experience allow Seldin Company to provide timely, accurate, and crucial information to our clients. We provide financial information through a secure client portal. Our procedures and systems ensure detailed tracking and reporting of financial information across our entire portfolio. In addition, we offer customized reports that deliver the information in a format that is easy to understand, while saving our clients and investors time and money.



HUMAN RESOURCES & RECRUITING

We recognize that top talent is hard to find and the best employees are looking to work in a place that has a dynamic and engaging workplace culture. Our team of recruiters work diligently to find and recruit the best industry talent to ensure our properties are in great hands.

Our human resources place emphasis on retaining our star employees by researching and implementing exciting and affordable benefits, perks, and culture initiatives that keep employees happy.

TRAINING

Seldin Company has invested in a Seldin LMS platform to provide unlimited access online, in-person, and for sponsored training on topics including, but not limited to:

- Soft Skills
- Sales/Leasing
- Software Utilization
- Financial Management
- Fair Housing Training

We maintain a Learning Management System, cloud-based Standard Operating Procedures, and offer in-house training for facilities, safety, HR, compliance training and property operations.

RESIDENT ENGAGEMENT SERVICES

We believe coordinated community engagement increases resident retention and referrals. This is one of the key factors in a property's ongoing success. We are proud to offer dedicated, on-site staff to focus on property activities that connect residents to the community while building property reputation and promoting the neighborhood.



SERVICES SUMMARY // MARKETING & BRANDING SOLUTIONS

Seldin, LLC has assembled a creative and strategic team in brand identity design, interior & exterior space design, and marketing to collaborate as one team.

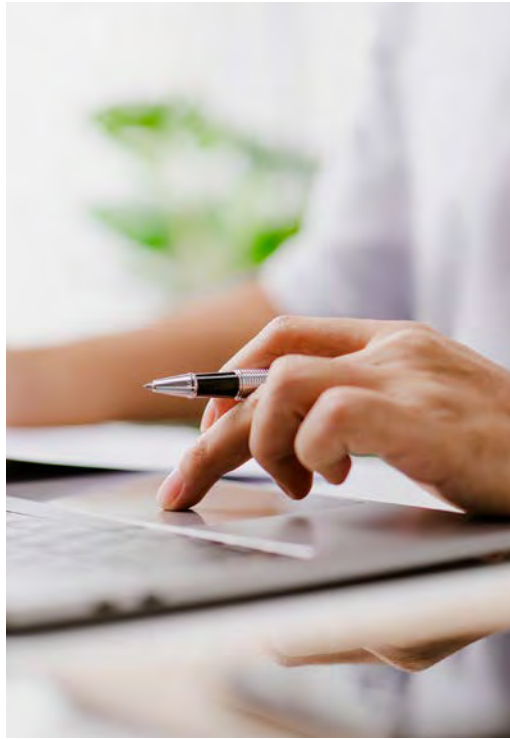
This maximizes the consistency & effectiveness of sales and bolsters retention efforts across all touch points at a fraction of the cost of hiring separate outside agencies.

Our sustained, high-impact solutions allow your asset to stand out in a highly competitive marketplace and capture the highest possible ROI year over year.





Compliance Services



Our Compliance Team Holds the Following Designations:

- Housing Credit Compliance Professional (HCCP)
- Certified Occupancy Specialist (COS) & Certified Occupancy Specialist Advanced (COSA)
- Certified Professional of Occupancy™ (CPO™)
- Housing Compliance Manager for HOME Funds (HCM-HF)
- Housing Compliance Manager for HUD (HCM-H)
- Apartment Housing Manager (AHM)
- Fair Housing Compliance™ (FHC™)
- Specialist in Housing Credit Management (SHCM)
- Certified Credit Compliance Professional (C3P)

Navigating the complex world of property compliance is a challenge for many owners. With over 75 years of combined experience, the Seldin Compliance team is able to address all facets of the regulatory sphere quickly and efficiently. Our staff carry COS(A), HCM-H(F), SHCM, HCCP and other designations and are well versed in HUD, Section 42 (Tax Credit) and Home requirements.

Our in-house compliance staff participate, at minimum, in state sponsored training each year. We in turn provide internal training and updates to all employees (regional and site) on program, process, and regulatory compliance. Training sessions

are offered monthly, in-person, and via web to accommodate a variety of learning styles and preferences. The compliance staff are well-versed in many affordable housing spectrums, participate continuously in the local and national Affordable Housing Management Associations (AHMAs) with State Monitoring Agencies, the Regional and National HUD offices, Contract Administrators, as well as many syndicators and investors.

Seldin Company manages a wide range of affordable, tax credit and income based projects that require or provide resident services on an ongoing basis (monthly, quarterly, annually). The majority of resident

services are provided directly by the Property Managers or Supportive Service Coordinators with reporting requirements supervised by our Compliance Department. We also work with outside organizations to ensure contracts requirements are met and services are being provided consistently to our residents. Resident services range from hosting resident events, such as movie nights or potluck dinners, to providing classes on how to deal with chronic pain, financial education, and education on landlord-tenant law. Services offered vary depending on property type and needs of the resident population.

COMPLIANCE SERVICES



MORGAN JONES
SENIOR VICE PRESIDENT OF
INTERNAL COMPLIANCE'

Morgan Jones has been with Seldin Company since 2015. Morgan began her career in affordable housing as a Property Manager which included a diverse portfolio of HUD, Tax Credit, and Conventional housing units. Currently, Morgan serves as the Senior Vice President of Compliance and supervises all aspects of affordable housing compliance.

She is responsible for providing daily leadership and management to a department of compliance professionals that mirrors Seldin Company's mission and core values while also facilitating client correspondence and assisting property management staff in making decisions affecting property operations. In addition, Morgan oversees the coordination and review of all reporting requirements, file reviews, and income limit implementations in cooperation with local, state, and federal agencies. She considers it her privilege to participate in teaching regular training programs aimed at broadening property level staff knowledge of HUD and LIHTC programs.

Morgan holds the following industry designation, COS, HCCP, FHC, SHCM.



TIM GOODMAN
DIRECTOR OF HUD PROGRAMS

Tim Goodman has been with Seldin Company since 1997 and is a dedicated and knowledgeable affordable housing expert. Tim has worked in multiple positions over the years including Senior Compliance Specialist, Director of Compliance, and most currently Director of HUD Programs. He is an industry expert on property management software, special claims processing, EIV, TRACS error review and correction, and affordable housing training.

Tim has participated in State Housing Agency and HUD sponsored training events, speaking on behalf of management companies for HUD change adjustments and providing guidance to other industry agents on HUD modifications.

Tim is the Past President of IA/NE AHMA and has presented numerous sessions to local attendees on HUD processing, procedure management, and file maintenance. Tim holds the following industry designations: HCM-HF, SHCM, HCCP, COSA, C16P, AHM, EIVS, and HCM-H.

He has been instrumental in developing a special claims process that has provided an average of over \$250,000 per year in approved claims across the states of Iowa, Kansas, South Dakota, Montana and Wyoming, Missouri, and Oklahoma.



SELDIN, LLC

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A SOLUTION FOR ALL OF YOUR REAL ESTATE NEEDS

Our Firm – Attorney Biographies

Eleor Cohen



Eleor is an experienced attorney specializing in representing for-profit and nonprofit owners and developers in the development and preservation of affordable housing. With deep expertise in tax-exempt bond financing and low-income housing tax credits (LIHTCs), Eleor has worked on some of the most innovative and complex deal structures in the industry.

Eleor possesses a nuanced understanding of the intersection between Section 142 (tax-exempt private activity bonds) and Section 42 (low-income housing tax credits) of the Internal Revenue Code, enabling clients to navigate the intricate legal and regulatory frameworks required to finance affordable housing projects successfully. His practice focuses on delivering tailored solutions that align with clients' goals, advancing the creation and preservation of vibrant, sustainable communities.

Eleor's transactions regularly involve several layers of financing and regulatory regimes and his ability to navigate and harmonize those layers is what makes him such an asset to his developer clients.

Eleor has also assisted several New York City developers in structuring complex "80-20" and other mixed-income projects and is regularly working with HPD on Article XI and 420-c tax exemptions.

Peter J. Liuzzo



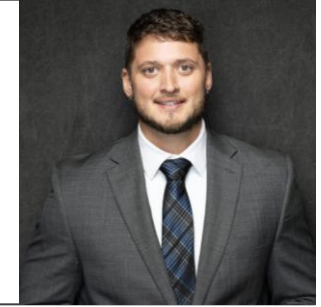
Peter is a real estate attorney with over 25 years of experience. He concentrates his practice on real estate and financing transactions, with a focus on representation of developers in the acquisition, financing, construction and rehabilitation of affordable and low-income housing tax credit projects.

Representative transactions include property and portfolio acquisitions with bond, bridge and DUS financings in conjunction with LIHTCs (as well as acquisitions of partnership interests) in NY, NJ, CT, FL, IL, TX, CA, OH, AZ, CO, WI and elsewhere.

Peter also has extensive experience representing financial institutions, servicers, funds and developers in national multifamily, commercial and mixed-use real estate transactions, including real estate acquisitions, dispositions and joint ventures, GP and LP interest acquisitions and dispositions, construction and permanent financing, real estate and secondary financing transactions for purchase/securitization by Fannie Mae and Freddie Mac, credit enhancements for municipal mortgage bond financings, sale and acquisition of whole loan portfolios, participation interests and servicing rights, and portfolio and securitized mortgage lending.

Prior to forming Cohen Liuzzo PLLC, Peter practiced in the affordable housing group at Levitt & Boccio, LLP from 2013 until 2025. Peter also was previously Of Counsel to an Am Law 100 law firm and Partner in a New York City real estate boutique law firm.

Anthony Bargnesi



Anthony is an experienced attorney located in Buffalo, New York and specializes in representing for-profit and not-for-profit developers in the development and preservation of affordable housing. He has also assisted a number of his developer clients with navigating HUD's Rental Assistance Demonstration (RAD) Program in his capacity serving as RAD counsel, and has closed deals in several states including NY, NJ, UT, TX, CA, MI, LA and WV.

Anthony's transactions regularly involve low-income, supportive and mixed-use housing developments that are financed with state and federal low-income housing tax credits, conventional and government loans and subsidy programs, rental assistance programs and tax-exempt bonds.

In addition to his experience helping clients with their development projects, Anthony also has extensive experience assisting clients with real estate acquisitions, dispositions and joint ventures, year 15 exits, and a wide variety of other real estate matters involving multifamily and commercial properties.

Prior to joining the firm, Anthony was a Partner at Cannon, Heyman & Weiss, LLP.

Matthew Kugler

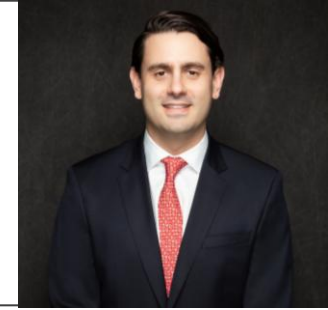


Matthew Kugler represents nonprofit and for-profit owners and developers of affordable housing in all aspects of the development process, including acquisition, construction, development, and preservation of multifamily affordable and supportive housing. He works on all aspects of complex financing transactions, including tax exemptions, joint ventures, regulatory matters, and bond, debt, and equity financing.

He also has experience representing borrowers, developers, and private companies in all aspects of their complex real estate transactions, including acquisitions, dispositions, financing, joint ventures, leasing, and a wide variety of other real estate matters involving commercial, office, multifamily, property types.

Prior to joining the firm, Matthew practiced in the Real Estate group at Hunton Andrews Kurth.

Zachary Manasia



Zach represents nonprofit and for-profit owners and developers of affordable housing in all aspects of the development process, including acquisition, construction, development and preservation of multifamily affordable and supportive housing. He works on all areas of complex financing transactions, including tax exemptions, joint ventures, regulatory matters, and bond, debt and equity financing.

In addition to his affordable housing experience, Zach has represented borrowers, developers and private companies in complex real estate transactions, including acquisitions, dispositions, leasing and financing of multifamily, commercial, mixed-use and industrial properties. His prior law firm experience also includes representing financial institutions in commercial real estate financing and lending, including bridge loans, mortgage loans, lines of credit and construction loans.

Jonah Jackson

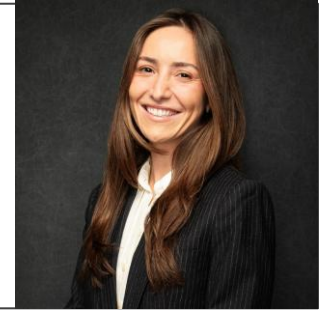


As an attorney at Cohen Liuzzo, Jonah's practice involves representing for-profit and nonprofit developers in the acquisition, disposition, financing, construction, rehabilitation and development of affordable housing projects across the country. The financing of these projects often involve Low-Income Housing Tax Credits (LIHTC), tax-exempt bonds and other federal, state and local financing sources.

Prior to joining Cohen Liuzzo, Jonah served as Counsel at the New York City Economic Development Corporation (NYCEDC). Here, Jonah guided asset management and transactional teams managing and redeveloping city owned assets across the five boroughs. This frequently involved working with city, state, and federal agencies; private developers; elected officials; and contractors of all sizes.

Preceding his time at NYCEDC, Jonah was an associate at Reed Smith LLP assisting corporate clients, investors, real estate investment trusts and institutions with acquisitions, dispositions, leasing and financing of commercial real estate including: office, student housing communities, manufacturing and industrial properties, healthcare and senior living projects, and medical office buildings. Further, Jonah assisted corporate borrowers, institutional lenders, and private equity firms alike in financing transactions.

Grace Petrongolo



Grace's practice focuses on representing for profit and non-profit developers and investors in affordable housing transactions including acquisitions, dispositions, financings, and complex development matters. Grace brings a strong financial and transactional perspective to her practice, drawing on her background in finance, real estate, and tax.

Prior to joining Cohen Liuzzo, Grace was an associate at KPMG, where she worked in the M&A Tax practice. There, she advised corporate clients and private equity sponsors on tax diligence and structuring for complex domestic and cross-border transactions. Her experience evaluating deal risk, transaction structures, and financial implications informs her practical and detail-oriented approach to real estate transactions.

Mansi Samdani



Mansi is a paralegal at the firm's affordable housing practice group. In her current paralegal role, she assists the attorneys by preparing organizational documents, legal documents, and project binders. Prior to joining Cohen Liuzzo, she has worked with the Affordable Housing practice at Levitt & Boccio, LLP, where she developed strong skills in legal documentation, client communication, document management including practical and hands-on tasks of a paralegal. She is also adept at navigating legal software and tools to streamline and ensure workflow. Additionally, she is an internationally trained lawyer from India where she has practiced with the real estate group at a leading law firm in Mumbai.



ebersoldt+associates

architecture

1214 washington ave, st. louis, mo 63103
314.241.4566
www.eplusa-arch.com
vebersoldt@eplusa.arch.com

mansions on the plaza



magnolia hotel

company qualifications



arcade apartments



edison at rice creek

key projects

- **Spirit of Brandtjen Farm - Lakeville, MN**
160 market-rate units - new construction
- **Edison at Rice Creek - Shoreview, MN**
212 market-rate units - new construction
- **Mansions on the Plaza - University City, MO**
130 market-rate units - new construction
- **Arcade Apartments - St. Louis, MO**
282 LIHTC and market-rate units
historic preservation
- **Magnolia Boutique Hotel - St. Louis, MO**
120 key boutique hotel - historic preservation
- **Village Green at Avonlea - Lakeville, MN**
146 market-rate units - new construction
- **Metropolitan Lofts - St. Louis, MO**
72 LIHTC units - histoic preservation

Who We Are:

Ebersoldt + Associates architecture is a creative, energetic, and award winning firm composed of 15 highly talented and artistic individuals who are bound together by the common goal of improving the built and natural environment while striving to exceed the expectations and objectives of our clients. We are passionate about providing imaginative and innovative solutions for all types of housing.

We were founded in early 2007 by Vince Ebersoldt with the intent of establishing an architecture firm that holds strongly to the overall philosophy of "creating architecture that balances beauty, utility, economy and sustainability", specifically within the broader range of housing typologies. The key members of e+a have a combined multi-family housing experience of over 150 years, with the majority of the key members having worked with Vince at their previous firm.

Vincent W Ebersoldt - AIA

Principal

Vince is the founding principal of the design studios of ebersoldt + associates architecture, with almost 30 years specialization in all types of residential design, affordable housing and historic adaptive reuse. He has been responsible for the design and construction of nearly 10,000 affordable multi-family housing units and 3,000 urban lofts throughout the Midwest.

Experience:

- Concurrent with architectural practice, Vince has been involved as developer for over 300 units of historic market-rate housing.
- He has also served as an adjunct faculty member at Drury University and Washington University in the Architecture programs for each school.

Education:

- Bachelor of Architecture from Drury University in Springfield, Missouri ('93)
- Masters of Architecture from Washington University in St. Louis ('97)
- Vince is a licensed architect in the state of Missouri.



Melissa A Cox - AIA, NCARB

Vice President / Senior Project Manager

Melissa is a project manager with 18 years of experience in a variety of project types including multi-family, residential, historic adaptive reuse, senior living, k-12 education, and municipal facility design.

Experience:

Melissa joined e+a in 2012 after working previously with Vince specializing in multi-family housing.

Key Projects:

- Francis Senior Lofts, Jackson, MI
- Jefferson R-VII Performing Arts Center Addition, Festus, MO
- Front Page Lofts, St Louis, MO

Education:

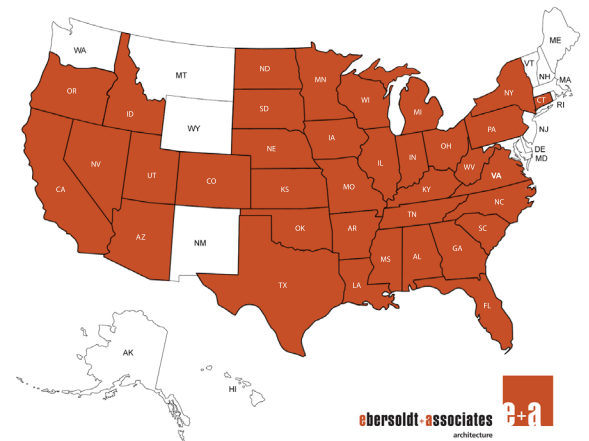
- Bachelor of Architecture from the University of Kansas in Lawrence, Kansas (class of '04).
- Melissa is a licensed architect in 10 states.



What We Do:

Ebersoldt + Associates architecture is recognized as a nationwide leader in Multi-Family, Affordable, Historic Adaptive Re-use, Senior, Student, Hotel, Supportive, Skilled Nursing & Assisted Living, Mixed-use and Urban In-fill Residential architecture.

Ebersoldt + Associates architecture is renowned for our creative design and innovative solutions to challenging projects and enjoy an excellent reputation for technical and budgetary competency, including a keen understanding of development, sustainable design methods, pro forma development, physical needs assessments, low income housing tax credits, historic tax credit consultation, hud multi-family programs, and several other incentives packages.



- multi-family housing
lihtc
new construction - family
acquisition rehab
re-syndication
historic renovation
historic adaptive reuse
hud multi-family programs
hope vi
market rate
historic adaptive reuse
- site selection consulting
- planning and zoning
consulting
- master planning
- physical needs assessments
- interior design
- real estate development/
property management
- historic tax credit consulting
national historic register
nomination and placement
- existing conditions analysis
and documentation
- senior housing
lihtc
independent
acquisition rehab
market rate
ccrc
assisted living
skilled nursing
historic renovation
historic adaptive reuse
- student housing
dormitories
student apartment
fraternity / sorority
student life facilities
renovation
historic adaptive reuse
- single family housing
custom
production housing
historic renovation
- hospitality
boutique hotels
new construction

Paul Hohmann - AIA, LEED AP
Senior Project Manager / Architect

Paul is specialized in all types of residential design with an emphasis on affordable housing, historic adaptive reuse and urban in-fill projects. He has been responsible for the design and administration of over 2,000 urban lofts, over 5,000 multi-family housing units, and more than 150 single family homes.

Experience:
Paul joined e+a in 2008 after serving 10 years as the director of Architecture for Pyramid Development, having previously collaborated with Vince on various multi-family projects.

- Key Projects:**
- Arcade Apartments
 - Metropolitan Artists Lofts
 - Leather Trades Artist Lofts

- Education:**
- Bachelor of Architecture from the University of Kansas in Lawrence, Kansas (class of '93).
 - Paul is a licensed architect in the state of Missouri and California.

Justin Robben - Associate AIA
Senior Architectural Designer

Justin is a senior architectural designer with 8 years of experience in a variety of project types including multi-family, residential, historic adaptive reuse, and senior living.

Experience:
Justin joined e+a in 2014 after graduating from Drury University.

- Key Projects:**
- Huggett-Lindquist Residence, Edina, MN
 - River Glen Apartments, Augusta, MN
 - The Lofts at the Hupp, St Louis, MO

- Education:**
- Master of Architecture from Drury University in Springfield, Missouri (class of '14).

e+a is proud to serve as a partner for some of the largest affordable housing developers in the U.S. while providing a national and local focus. We are equally proud to serve developers of a variety of styles and missions including not for profits and more.





Firm Profile

Who We Are:

ebersoldt + associates architecture is a creative, energetic firm composed of highly talented and artistic individuals who are bound together by the common goal of improving the built and natural environment while striving to exceed the expectations and objectives of our clients. We are passionate about providing imaginative and innovative solutions for all types of projects, specializing in housing, historic preservation, urban revitalization, and education.

ebersoldt + associates architecture was founded in 2007 by Vince Ebersoldt with the intent of establishing an architecture firm that holds strongly to the overall philosophy of: *“creating architecture that balances beauty, utility, economy and sustainability”*, specifically within the broader range of housing and historic preservation related typologies.

ebersoldt + associates architecture key personnel related to multi-family development and design, specifically related to HUD and LIHTC programs, in addition to our other diverse housing related services have more than 90 years and 200 projects worth of combined experience in Affordable Housing, Senior Housing, Market Rate Housing, Historic Preservation, Historic Tax Credit Consultation, and Historic Adaptive Reuse Development throughout the Midwest and beyond. Our key staff is made of the following leadership team:

- Vincent W Ebersoldt, AIA – Principal In Charge
- Charles E Reitzel, AIA, NCARB, LEED AP – Vice President
- Paul G Hohmann, AIA, LEED AP – Project Manager
- Melissa Cox, AIA, LEED AP – Project Architect
-

What We Do:

ebersoldt + associates architecture is recognized as a leader in Multi-Family, Affordable, Historic Preservation, Historic Adaptive Re-use, Senior Housing, Student Housing, Hotel, Supportive Living, Assisted Living, Mixed-use, Education and Urban In-fill architecture.

ebersoldt + associates architecture is renowned for our creative design and innovative solutions to challenging projects and enjoy an excellent reputation for technical and budgetary competency, including a keen understanding of development, sustainable design methods, pro forma development, physical needs assessments, low income housing tax credits, historic tax credit consultation, HUD multi-family programs, and several other incentives packages.

What Makes Us Exceptional:

ebersoldt + associates architecture is a licensed architecture firm in over 25 states, and has served as Architect of Record, Associate Architect, Historic Tax Credit Consultant and/or Developer on a long list of projects utilizing various HUD programs, including but not limited to the following:

Project	Location	Developer	Units
Hawthorne School Loft Apartments	University City	Screaming Eagle	47
Lyon Schohol Loft Apartments	St. Louis	Screaming Eagle	45
YMCA Building Loft Apartments	St. Louis	IDP Housing	100
Temtor Loft Apartments	St. Louis	Steins Broadway	80
Carondelet Scattered Sites Apartments	St. Louis	Steins Broadway	30
St. Raymond Apartments	St. Louis	Sansone	150
Rolla Apartments	Rolla	Skyline	150
Maryville Apartments	St. Louis	Sansone	188
Eads Square Senior Apartments	St. Louis	Volunteers of America	104
Hanley Crossings Apartments Renovations	Berkeley	Gundaker Comm	208
Lackland Plaza Apartments Renovations	Overland	Gundaker Comm	80
Sullivan Place Senior Apartments Phase I	St. Louis	Pyramid	90
Sullivan Place Senior Apartments Phase II	St. Louis	Pyramid	90
South Grand Senior Apartments	St. Louis	Pyramid	80
Old Frenchtown II Family Apartments	St. Louis	Pyramid/SLHA	96 (HOPE VI)
Paul Brown Loft Apts Historic Renovations	St. Louis	Pyramid	222
Waterways of Lake St. Louis Apartments	Lake St. Louis	Scott Brothers	344
Near Southside Phase III Single Family Homes	St. Louis	Pyramid	32 (HOPE VI)
Near Southside Phase IV Family Apartments	St. Louis	Pyramid	120 (HOPE VI)
Clinton Peabody Apartments Renovations	St. Louis	Pyramid	200 (HOPE VI)

** list excludes those projects completed with Dominion that utilized HUD insured financing programs



Multi-Family Residential Projects List

Updated 2022

partial list of housing related projects completed or underway by e+a architecture

(includes HTC, LIHTC, HUD, USDA and LEED)

Project	Location	Units	Funding
Arcade Building Apartments	St. Louis, MO	282	LIHTC / New Market / HTC
Metropolitan Building Artist Loft Apartments	St. Louis, MO	72	LIHTC / HTC
The Temptor Loft Apartments	St. Louis, MO	77	HUD / HTC
Carondelet Scattered Sites Apartments	St. Louis, MO	32	HUD / HTC
5 th Ward Green Modular Infill Housing	St. Louis, MO	12	LEED
Laclede Loft Apartments	St. Louis, MO	54	HTC
Buell Building Apartments	St. Louis, MO	36	HTC
Magnolia Boutique Hotel	St. Louis, MO	120 keys	HTC
Leather Trades Artist Loft Apartments	St. Louis, MO	86	LIHTC / HTC
Eads Square Senior Apartments Renovations	St. Louis, MO	100	LIHTC / HUD
Tober Lofts Historic Market Rate Apartments	St. Louis, MO	5	HTC
Mansions on the Plaza Luxury Apartments	St. Louis, MO	130	
Front Page Lofts	St. Louis, MO	54	HTC
St. Raymond's Apartments	St. Louis, MO	150	LIHTC/HUD
Maryville Apartments	St. Louis, MO	188	LIHTC/HUD
Hawthorne School Apartments	St. Louis, MO	47	HUD / HTC
Lyon School Apartments	St. Louis, MO	37	HTC
Webster School Apartments	St. Louis, MO	49	LIHTC / HTC
Rolla Apartments	Rolla, MO	150	LIHTC / HUD
Queensbrooke Village Senior Apartments	St. Peters, MO	48	LHTC
Queensbrooke Village II Senior Apartments	St. Peters, MO	48	LIHTC
Howell Creek Shoe Factory Commons	West Plains, MO	57	HTC / USDA
Millstone Village II Senior Apartments	Pacific, MO	40	LIHTC
Pinewoods Place Apartments	O' Fallon, MO	72	LIHTC
Breezeway Estates Apartments	Perryville, MO	15	LIHTC
Pine Grove Apartments	Maryville, MO	40	LIHTC
Hampshire Landing Apartments	Joplin, MO	84	LIHTC
Hampshire Landing II Apartments	Joplin, MO	48	LIHTC
Oak Meadows Apartments Renovation	Joplin, MO	138	LIHTC
Liberty Senior Villas	Liberty, MO	42	LIHTC
Avery Estates Apartments	Troy, MO	48	LIHTC
Willard Senior Villas	Willard, MO	40	LIHTC
Florence Park Apartments	Florence, AZ	88	LIHTC
Copper Cove Apartments	Tolleson, AZ	228	LIHTC
Prairie Sun Apartments	Denver, CO	60	LIHTC
Nassau Bay Apartments	Orlando, FL	410	LIHTC
St. Cloud Village Apartments	Kissimmee, FL	210	LIHTC
Whistler's Green Apartments	Naples, FL	168	LIHTC
Lake Weston Point Apartments	Orlando, FL	240	LIHTC
Crane Creek Senior Apartments	Melbourne, FL	127	LIHTC
Sawyer Estates Apartments	St. Cloud, FL	192	LIHTC
Regency Palms Apartments	Port Richey, FL	200	LIHTC
Regency Gardens Apartments	Pompano Beach, FL	94	LIHTC
Park City Apartments	Miami, FL	180	LIHTC
Palmetto Apartments	Clearwater, FL	179	LIHTC / HUD



Cabana Club Apartments	Cutler Bay, FL	334	LIHTC
Valencia Park Apartments	Orlando, FL	208	LIHTC
Malibu Bay Apartments	West Palm Beach, FL	264	LIHTC
Ashton Creek Apartments Renovation	Lawrenceville, GA	140	LIHTC
Trestletree Village Apartments Renovation	Atlanta, GA	120	LIHTC
Canterbury Ridge Apartments Partial Renovation	Canton, GA	32	LIHTC
Dawnville Meadows Apartments	Dalton, GA	120	LIHTC
Wellington Ridge Apartments	Covington, GA	220	LIHTC
River Glen Apartments	Augusta, GA	192	LIHTC
Arbor Lake Apartments	Covington, GA	250	LIHTC
Mulberry Place Apartments	Lawrenceville, GA	224	LIHTC
Ashton at Richmond Hill	Richmond Hill, GA	241	LIHTC
Indigo Apartments	Gainesville, GA	115	LIHTC
Sycamore Ridge Apartments	Gainesville, GA	220	LIHTC
Cypress Senior Lofts	Cedar Rapids, IA	48	LIHTC
Residences at Newton Apartments	Newton, IA	64	LIHTC
Centerville Senior Lofts	Centerville, IA	44	LIHTC
Keokuk Senior Lofts	Keokuk, IA	45	LIHTC
Southridge Senior Lofts	Des Moines, IA	52	LIHTC
Balmoral Apartments Renovations	Hailey, ID	138	LIHTC
Edwardsville Senior Apartments	Edwardsville, IL	48	LIHTC
Gary Manor Apartments Renovation	Gary, IN	177	LIHTC
East Central Apartments Renovation	Fort Wayne, IN	72	LIHTC
Washington Street Senior Residences	Kokomo, IN	54	LIHTC
Beacon Heights Apartments Renovation	Fort Wayne, IN	50	LIHTC
Copper Gate Apartments Renovation	Lafayette, IN	120	LIHTC
Boonville Senior Homes	Boonville, IN	48	LIHTC
Mill Supply Apartments	Coffeyville, KS	35	LIHTC
Besse Hotel Apartments	Pittsburg, KS	70	LIHTC / HTC / USDA
Ridgeview Apartments Partial Renovation	Olathe, KS	16	
Galena Estates	Galena, KS	40	LIHTC
Edinburgh Manor	McPherson, KS	35	LIHTC
Market Place Apartments	Salina, KS	43	LIHTC
Saline Apartments	Salina, KS	34	LIHTC
Wilderness Trail Manor Apartments Renovation	Pineville, KY	124	LIHTC
Francis Senior Lofts	Jackson, MI	48	LIHTC
Park Haven Apartments	Brooklyn Park, MN	176	LIHTC
Spirit of Brandtjen Farms Apartments	Lakeville, MN	160	
Edison at Rice Creek I Apartments	Shoreview, MN	56	
Edison at Rice Creek II Apartments	Shoreview, MN	150	
Edison at Rice Creek III Apartments	Shoreview, MN	156	
Edison at Avonlea Apartments	Shoreview, MN	146	
Exodus Housing	Minneapolis, MN	203	HTC / LIHTC
Delhaven Manor Apartments Renovation	Jackson, MS	104	LIHTC
Promised Land Apartments Renovation	Shaw, MS	120	LIHTC
MLK Apartments Renovation	Fayette, MS	100	LIHTC
Whittell Pointe Apartments	Reno, NV	228	LIHTC / HUD
57 Union Loft Apartments	Concord, NC	28	HTC
Cedarwood Towers Apartments	Rochester, NY	206	LIHTC
Lawrence Avenue Apartments	Potsdam, NY	137	LIHTC
Courtyard Senior Apartments	Cincinnati, OH	137	LHTC
Awbury View Apartments	Philadelphia, PA	125	LIHTC
Bellmead Senior	Pittsburgh, PA	121	LIHTC



Bridge Street Commons	Pittsburgh, PA	30	LIHTC
Heritage House	Pittsburgh, PA	40	LIHTC
Park Manor Apartments	Pittsburgh, PA	50	LIHTC
Sunbury Fields Apartments	Pittsburgh, PA	37	LIHTC
The Tower Apartments Renovation	Watertown, SD	100	LIHTC
Echad Apartments Renovations	Dallas, TX	220	LIHTC
Beckley Townhomes Apartments	Dallas, TX	100	LIHTC
La Promesa Apartments Renovations	Odessa, TX	136	LIHTC / HUD
Branch Village Apartments Renovations	Houston, TX	160	LIHTC / HUD
Blue Ash Apartments Renovations	Houston, TX	216	LIHTC
Signature at Trinity River Apts Renovations	Dallas, TX	128	LIHTC
Signature at Southern Oaks Apts Renovations	Dallas, TX	140	LIHTC
Harvestwood Senior Apartments	The Woodlands, TX	60	LIHTC / HUD
Fort Bend Gardens Apartments	Rosenberg, TX	68	LIHTC / HUD
Bretton Village Apartments	Victoria, TX	40	LIHTC / HUD
Country Village Square Apartments	Gonzales, TX	38	LIHTC / HUD
Evergreen Villa Apartments	Fredericksburg, TX	24	LIHTC / HUD
Kerrville Oaks Apartments	Kerrville, TX	36	LIHTC / HUD
Woodway Village Apartments	Austin, TX	160	LIHTC
Kinwood Apartments	McKinney, TX	200	LIHTC / HUD
Pinewood Apartments	Humble, TX	240	LIHTC
Vermillion Apartments	Houston, TX	260	LIHTC
Osmond – Normandie Apartments	Ogden, UT	98	LIHTC
Belt Atlantic Apartments	Richmond, VA	214	LIHTC
Royal Arms Apartments	Fort Royal, VA	144	LIHTC
Dunwoodie Place Apartments	Orlando, FL	172	LIHTC
Crescent Club Apartments	Orlando, FL	215	LIHTC
Valencia Park Apartments	Orlando, FL	208	LIHTC
Chandler Ridge Apartments	Raleigh, NC	228	LIHTC
Malibu Bay Apartments	West Palm Beach, FL	264	LIHTC/HUD
Woodway Square Apartments	Austin, TX	240	LIHTC
Crossings at Cape Coral	Cape Coral, FL	168	LIHTC
Wallkill Senior Living	Middletown, NY	136	LIHTC/HUD
Stratford Point Apartments	Sanford, FL	348	LIHTC/HUD
Ike Sims Apartments	Chicago, IL	198	LIHTC
Sutton Place Apartments	Amhurst, NY	246	LIHTC
Hampton Point Apartments	Punta Gorda, FL	284	LIHTC/HUD
Metropolitan Village Apartments	St Louis, MO	147	LIHTC
St John Homes	Gary, IN	144	LIHTC
Ike Sims Apartments	Chicago, IL	200	LIHTC
Lakeside Commons Apartments	West Palm Beach, FL	100	LIHTC/HUD
Santa Clara 1 Apartments	Miami, FL	204	LIHTC
Santa Clara 2 Apartments	Miami, FL	208	LIHTC
Tuscany Lakes Apartments	Ellenton, FL	348	LIHTC
Front Page Lofts	St Louis, MO	54	HTC

vincent w. ebersoldt, aia

principal

qualifications

Vince is a founding principal of the design studios of ebersoldt + associates architecture, with specialization in all types of residential design and an emphasis on historic adaptive reuse, affordable housing, multi-family and urban in-fill projects. He has been responsible for the design and documentation of nearly 9,000 multi-family units, nearly 5,500 of which utilize LIHTC and state and federal HTC throughout Missouri and the continental United States; in addition to projects ranging from collegiate academic buildings to several types of commercial projects.

Vince's strengths lie in his ability to understand the necessary balance between the creative aesthetic, the functional requirements of the program, the development pro forma, and construction efficiencies that combine to make "good" architecture. With additional expertise in Real Estate Development, Historic Tax Credit Consultation, Universal Design principles, Sustainable Design, the Design-Build delivery process, Construction Management delivery processes, and new construction of all types as well as renovations and restorations of all types, he is the definition of the balanced architect and is a valuable asset to any developer.

registration and certifications

Missouri—registration number A-2006027145

education

Master of Architecture with Honors—1997

Washington University, St. Louis, Missouri

Bachelor of Architecture—1993

Drury University, Springfield, Missouri

multi-family and historic adaptive re-use experience

Arcade-Wright Building, LIHTC-Family and Historic Adaptive Re-use, St. Louis, MO

Tober Building, Developer and Architect, St. Louis, MO

Metropolitan Artist Loft Apartments, LIHTC-Family and Historic Adaptive Re-use, St. Louis, MO

Leather Trades Artist Loft Apartments, LIHTC-Family and Historic Adaptive Re-use, St. Louis, MO

1502 Michigan Place - LIHTC-Family, Joplin, MO

Hampshire Terrace II Apartments - LIHTC-Family, Joplin, MO

student housing / collegiate / institutional experience

Howell Creek Shoe Factory Commons - West Plains, MO

*Sigma Pi Fraternity House, Drury University - Springfield, MO

*Panhellenic Building (Shared Sorority Suites), Drury University - Springfield, MO

*Donald G. and Ruth D. Martin Alumni Center, Drury University - Springfield, MO

*Evangel Academic Building, Evangel University - Springfield, MO

hospitality experience

Magnolia Hotel - Historic Rehab, St. Louis, MO

Hotel LaSalle Preliminary Studies - Historic Rehab, South Bend, IN

*work completed at another firm

jeremy m. floarke, assoc. aia project manager

qualifications

Jeremy is a project manager for ebersoldt + associates architecture, with a focused experience in residential projects including single-family, multi-family, assisted living facilities, and mixed-use building types.

Jeremy's diverse educational background and architectural experience allows him to address problems and design challenges in new and creative ways, from building schematic design through construction documentation and building construction.

education

Master of Business Administration—2011

Drury University, Springfield, Missouri

Bachelor of Architecture —2009

Drury University, Springfield, Missouri

Bachelor of Arts in fine arts—2009

Drury University, Springfield, Missouri

residential experience

Dolman Townhomes - Multifamily, St. Louis, MO

Eads Square Senior Apartments - LIHTC Senior Living, St. Louis, MO

Laclede Lofts – LIHTC Multifamily, St Louis, MO

St. Cloud Village Apartments - LIHTC Multifamily, St. Cloud, FL

Nassau Bay Apartments - LIHTC Multifamily, Orlando, FL

Wilks Tower Apartments - LIHTC Senior Living, North Wilksboro, NC

Apple Run Apartments - LIHTC Multifamily, Lawton, OK

Pinewood Place Apartments - LIHTC Multifamily, O'Fallon, MO

Parkersburg Senior Apartments - LIHTC Multifamily, Parkersburg, WV

Blue Ash Apartments - LIHTC Multifamily, Houston, TX

Courtyard Apartments – LIHTC Senior Living, Cincinnati, OH

Sawyer Estates Apartments – LIHTC Multifamily, Orlando, FL

Southridge Senior Lofts – LIHTC Senior Living, Des Moines, IA

Centerville Senior Lofts – LIHTC Senior Living, Centerville, IA

Keokuk Senior Lofts – LIHTC Senior Living, Keokuk, IA

Harrison Senior Lofts – LIHTC Senior Living, Muscatine, IA

4th Avenue Lofts – LIHTC Senior Living, Clinton, IA

Galena Estates – LIHTC Senior, Galena, KS

Harvestwood Apartments – HUD Senior Living, The Woodlands, TX

Fort Bend Apartments – HUD Senior Living, Rosenberg, TX

Bretton Village Apartments – HUD Senior Living, Victoria, TX



Country Village Apartments – HUD Senior Living, Gonzales, TX
Evergreen Villa Apartments -HUD Senior Living, Fredericksburg, TX
Kerrville Oaks Apartments – HUD Senior Living, Kerrville, TX
Crane Creek Apartments – LIHTC Senior Living, Melbourne, FL
Copper Cove Apartments – LIHTC Multifamily, Phoenix, AZ
Lake Weston Point Apartments – LIHTC Multifamily, Orlando, FL
Regency Gardens Apartments – LIHTC Multifamily, Pompano Beach, FL
Dawnville Meadows Apartments – LIHTC Multifamily, Dalton, TX
Woodway Village Apartments – LIHTC Multifamily, Austin, TX
Valencia Apartments – LIHTC Multifamily, Orlando, FL
Malibu Bay Apartments – Multifamily, West Palm Beach, FL
Edinburgh Manor Apartments – HUD Senior Apartments, McPherson, KS
Market Place Apartments – HUD Senior Apartments, Salina KS
Saline Apartments, HUD Senior Apartments, Salina KS

mixed-use and historic adaptive re-use experience

Laclede Lofts - Multifamily Historic Adaptive Re-use, St. Louis MO
Beatrice Lofts - Multifamily Historic Adaptive Re-use, St. Louis MO
Arcade Building – Multifamily Historic Adaptive Re-use, St Louis MO
Main and Mill Brewing - Microbrewery, Festus, MO
Magnolia Hotel St Louis - Historic Hospitality, St. Louis, MO
Front Page Lofts - Multifamily & Commercial Adaptive re-use, St. Louis, MO





Request for Applications - Private Activity Bonds

Have you submitted a 4% Low-Income Housing Tax Credit application? No

General Information

1. **I have read the procedures and guidelines:** Yes
2. **Name of Applicant:** High Plains Housing Development
3. **Contact Person:** Josh Fulenwider
4. **Title:** Director of real Estate Development
5. **Phone Number:** 9703811071
6. **Email Address:** josh@highplainshousingdev.org
7. **Mailing Address:** PO Box 1053
8. **PAB Amount Requested:** 6,100,000
9. **Have you applied for tax credits through the Colorado Housing and Finance Authority (CHFA)?** No
10. **If yes, have the credits been awarded?**
11. **If no, what is the anticipated application date?** 09/15/2026

Bond Counsel Information

12. **Bond Counsel Name:** Cory Kalanick
13. **Bond Counsel Phone:** 303-297-2900
14. **Bond Counsel Email:** josh@highplainshousingdev.org
15. **Law Firm Name:** Taft Law

Entity Information

16. **Legal Entity Type:** 501(c)3 Non-profit
17. **Legal Ownership Structure:** Project will follow LIHTC structure guidelines
18. **Legal Ownership Percentage:** Currently 100%, LIHTC process will bring in a private investor for 15 years

Developer/Organization Background

19. **Provide a summary of the developer's/organization's experience developing or managing similar projects:**

High Plains Housing Development (HPHD) has owned the properties involved in this project for the past 7 years since HPHD was spun off from the Greeley-Weld Housing Authority. Over those 7 years we have stabilized the properties and made some minor improvements. Previously the properties had been neglected from a financial and maintenance standpoint. Additionally, HPHD has recently successfully completed and leased up the 9% LIHTC project, StarRise Apartments, a 58-unit Permanent Supportive Housing Project for the chronically homeless located in Greeley. HPHD has been able to manage these projects with a very small team by bringing in outside consultants with a wealth of knowledge and industry connections.

Development Team

20. List all key members of the project team (Project Role, Name):

-Developer - Josh Fulenwider - High Plains Housing Development - josh@highplainshousingdev.org

-Owner's Rep - Brandon Gentrup - GLDA - brandon@gldevelopmentadvisors.com

-Financial Consultant - Sarah Batt - Dwelling Development - sarah@dwellingdev.com

-Contractor - TBD thru formal RFP by May 31, 2026

-Architect - TBD thru formal RFP by May 31, 2026

-Management Company - Rocky Mountain Communities (pending)

Project Description

21. Project Name: Prairie Rose Rehab

22. Brief Description of Proposed Project or Financing Program:

Project is pursuing a non-competitive 4% LIHTC round. Due to this financing we are required to source our own PABs. Once PABs are committed to the project, the LIHTC application is almost assured.

23. Address of Project Site: 1126 3rd st, Greeley - 1009 C st, Greeley - and 412 7th st, Dacono

24. Type of Bonds/Eligible Activity: Multi-family Housing

Readiness Indicators

25. Has Site Control/Plan: Yes

26. Zoning Approval: Complete

27. Environmental Review: In Progress

28. Permitting and Approvals: Describe the current status of local and state approvals, including any anticipated hearings or filings:

As an existing multifamily portfolio with no plans to add additional buildings we don't anticipate any changes to zoning. Permitting will be straightforward and handled by the General Contractor. This will allow us to move quickly to closing and renovation once we have the PAB and 4% LIHTCs. Due to the existing use as multi-family housing the environmental review is also not expected to be a problem.

Financial Summary

29. Amount Requested by Private Activity Bond (PAB): 6,100,000

30. Total Estimated Project Cost: 18,451,612

31. Percent of Total Cost Covered by PABs: %33

32. Enter the dollar amount for the estimated cost of Land Acquisition for the project: \$7,000,000

33. Enter the dollar amount for the estimated cost of Site Development (including infrastructure) for the project: 0

34. Enter the dollar amount for the estimated cost of Facility Construction for the project: 0

35. Enter the dollar amount for the estimated cost of Facility Remodel or Reconstruction for the project: \$6,152,558

36. Enter the dollar amount for the estimated cost of other large budget items required to successfully complete the project: \$5,299,054 (architect, engineering, temporary relocation, reserves, financing costs, etc).

37. Enter the percentage for the aggregate basis covered by the PABs: 33% (aggregate basis TBD)

38. What will happen to the financial feasibility of the project if it were not successful in receiving an allocation of PABs, or if it were to receive only a partial allocation?

We believe we have right-sized this project already and not receiving an allocation would stall the project until we could apply again next year. By only asking for \$6,100,000 of PAB allocation we are working well beneath the prior requirement for projects to obtain at least 50% of their basis in PABs and we are closer to aligning with the new, lower minimums. At 33% we believe we have some flexibility as the scope and budget evolve while still being good stewards of the bond cap allocated to the city of Greeley.

Community Impact

39. Total Number of Units: 64

40. Total Number of Affordable Units: 64

41. Total Number of Accessible Units: 4

42. Describe any accessibility features: Standard ADA requirements (ramps, lower countertops, roll-in showers)

43. Community Benefits: Describe how this project benefits the community, addressing local housing needs, services, amenities, and alignment with City goals:

This rehab will significantly improve neighborhood aesthetics. It will also reduce utility usage through water conscious landscape design and energy efficient upgrades. Through this project the properties will extend the affordability for an additional 30 years at 40% to 50% of AMI. Residents at these properties will notice improved comfort and livability while also experiencing a reduction in their utility costs. We also intend to increase the accessibility of the units at the senior properties, making it easier for residents to age in place.

Sustainability and Design Quality

44. Energy Efficiency and Environmental Design: Identify any certifications (e.g., LEED, ENERGY STAR) and describe energy conservation measures exceeding City code requirements:

Project will not be seeking any special certifications due to its age and the limits of a rehab we will have to commit to something for CHFA. However, the intent is to improve the operational efficiency by bringing in energy efficient Heat Pumps, LED lighting, and xeriscaping to reduce water usage. Further, we will be partnering with Cloudbreak Energy on their Community Solar program which will reduce electricity expenses by up to 30%.

45. Accessibility and Universal Design: Describe universal design elements, aging-in-place strategies, or transit access improvements:

Due to the existing nature of the buildings and their age, converting units to ADA would be difficult. However, at our senior properties, specifically La Casa Rosa in Greeley, we are planning on building ramps to some of the units that were previously only served by stairs. This will allow for greater accessibility for seniors with mobility issues and allow better aging in place. We also intend to replace existing tubs with walk-in showers for greater accessibility. As planning progresses we intend to incorporate more than required accessibility features if able to.

Long-Term Affordability and Stewardship

46. Duration of affordability (in years): 30+

47. Affordability Mechanism: Low-Income Housing Tax Credit (LIHTC)

48. Stewardship Plan: Describe how the project will maintain affordability and compliance throughout the affordability period. Include monitoring and enforcement methods:

Land Use Restriction Agreements (LURAs) will be placed on all the properties, extending their affordability restrictions for 30 years. Compliance will be monitored internally as well as through regular audits by CHFA and DOH. Further, due to the structure of LIHTC, the tax credit investors will also be monitoring this. Finally, HPHD is a mission-driven non-profit affordable housing provider, through our continued ownership we will always be motivated to keep these properties affordable.

Employment and Economic Impact (Commercial/Industrial Projects Only)

49. Is this project a Commercial or Industrial Project? No

50. Number of Products/Services:

51. Expansion Type:

52. Current Employment:

53. Projected Employment:

- 54. Average Annual Wage:**
- 55. Estimated Annual Payroll:**
- 56. Estimated Annual Property Tax:**
- 57. Estimated Annual Sales and Use Tax:**

Attachments Checklist

- **Completed PAB Budget Spreadsheet (HAAB Version)**
- **10-or-15-year Operating Pro Forma**
- **Market Study (if applicable)**
- **Site Control/Plan / Location Map**
- **Development Schedule**
- **Sources and Uses of Funds Summary**
- **Developer Qualifications / Team Resumes**
- **Letters of Financial Commitment (if available)**
- **Developer Plan**
- **Community Engagement Plan**

Application Submittal

58. The undersigned certifies that all information contained in this application is true and correct to the best of their knowledge and that the proposed project will comply with all applicable City of Greeley codes and regulations. The City of Greeley reserves the right to request additional information as may be necessary to further the selection process.

Applicant (undersigned) Signature and Date: Signed by: *Joshua Eulenwider* 3/13/2026 | 10:25:39 AM MDT
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Housing Development & Preservation Application Spreadsheet

Project Name: **Prairie Rose Rehab**
 Date: 3/13/2026
 Applicant: **Issuer Applicant**
 Spreadsheet Version: 3/12/2026
 County: **Weld**

Development Costs



COLORADO
 Department of Local Affairs
 Division of Housing

[New! Checklist](#)

Development Budget	Total Cost	Aggregate Basis	Cost/Unit	Cost/Sq Ft
ACQUISITION COSTS				
Land	\$1,000,000	\$1,000,000	15,625	#DIV/0!
Existing Structures*	\$7,000,000	\$7,000,000	109,375	#DIV/0!
SUBTOTAL	\$8,000,000	\$8,000,000	125,000	#DIV/0!
SITE IMPROVEMENTS*				
On-Site Infrastructure	\$0	\$0	0	#DIV/0!
Off-Site Infrastructure	\$0	\$0	0	#DIV/0!
Demolition	\$0	\$0	0	#DIV/0!
SUBTOTAL	\$0	\$0	0	#DIV/0!
CONSTRUCTION*				
New Construction	\$0	\$0	0	#DIV/0!
Rehabilitation	\$4,300,000	\$4,300,000	67,188	#DIV/0!
General Requirements	\$500,000	\$500,000	7,813	#DIV/0!
Contractor Overhead & Profit	\$267,758	\$267,758	4,184	#DIV/0!
Contractor Construction Contingency	\$245,200	\$245,200	3,831	#DIV/0!
Owner Hard Cost Contingency	\$735,600	\$735,600	11,494	#DIV/0!
FF&E	\$64,000	\$64,000	1,000	#DIV/0!
Building Permit Fees	\$40,000	\$40,000	625	#DIV/0!
Other (Specify)	\$0	\$0	0	#DIV/0!
SUBTOTAL	\$6,152,558	\$6,152,558	96,134	#DIV/0!
PROFESSIONAL FEES				
Architect Fees	\$193,500	\$193,500	3,023	#DIV/0!
Engineering Fees	\$90,000	\$90,000	1,406	#DIV/0!
Real Estate Attorney Fees	\$120,000	\$120,000	1,875	#DIV/0!
Surveys	\$15,000	\$15,000	234	#DIV/0!
Green Planning and Design Fees	\$25,000	\$25,000	391	#DIV/0!
Construction Management Fees	\$0	\$0	0	#DIV/0!
Construction Accounting	\$0	\$0	0	#DIV/0!
Other (Specify)	\$0	\$0	0	#DIV/0!
SUBTOTAL	\$443,500	\$443,500	6,930	#DIV/0!
CONSTRUCTION FINANCE				
Construction Insurance (H&L, Builder's Risk)	\$215,000	\$215,000	3,359	#DIV/0!
Construction Performance & Payment Bonds	\$150,000	\$150,000	2,344	#DIV/0!
Construction Loan Orig. Fee	\$100,000	\$100,000	1,563	#DIV/0!
Construction Interest	\$250,000	\$250,000	3,906	#DIV/0!
Construction Lender Legal Fees	\$60,000	\$60,000	938	#DIV/0!
Title and Recording	\$85,000	\$85,000	1,328	#DIV/0!
Taxes During Construction	\$0	\$0	0	#DIV/0!
Insp. Fees (3rd party/Bank)	\$20,400	\$20,400	319	#DIV/0!
Power/Telecom Fees	\$10,000	\$10,000	156	#DIV/0!
Other (Specify)	\$0	\$0	0	#DIV/0!
SUBTOTAL	\$890,400	\$890,400	13,913	#DIV/0!
PERMANENT FINANCE AND SYNDICATION				
Loan Fees & Expenses	\$0	\$0	0	#DIV/0!
Lender Legal Fees	\$160,000	\$160,000	2,500	#DIV/0!
Title and Recording	\$0	\$0	0	#DIV/0!
Bond Cost of Issuance	\$50,000	\$50,000	781	#DIV/0!
Organization Costs	\$0	\$0	0	#DIV/0!
Tax Opinion	\$0	\$0	0	#DIV/0!
Syndication Legal Fees	\$75,000	\$75,000	1,172	#DIV/0!
Other (Specify) Non-basis Interest	\$100,000	\$100,000	1,563	#DIV/0!
SUBTOTAL	\$385,000	\$0	6,016	#DIV/0!
SOFT COSTS				
Tap Fees (Water/Sewer)	\$15,000	\$15,000	234	#DIV/0!
Impact Fees	\$25,000	\$25,000	391	#DIV/0!
Appraisals	\$25,000	\$25,000	391	#DIV/0!
Market Study	\$20,000	\$20,000	313	#DIV/0!
Environmental Studies (Phase 1, Phase 2, Lead, Asbestos, etc)	\$15,000	\$15,000	234	#DIV/0!
Other Studies (traffic, wetlands, etc.)	\$5,000	\$5,000	78	#DIV/0!
Geotechnical/Soils Testing	\$0	\$0	0	#DIV/0!
Material Testing	\$20,000	\$20,000	313	#DIV/0!
Capital Needs Assessment	\$15,000	\$15,000	234	#DIV/0!
Temporary Relocation	\$530,000	\$530,000	8,281	#DIV/0!
Permanent Relocation	\$0	\$0	0	#DIV/0!
Tax Credit Fees	\$91,154	\$91,154	1,424	#DIV/0!
Marketing	\$15,000	\$15,000	234	#DIV/0!
Cost Certification	\$15,000	\$15,000	234	#DIV/0!
Green Certification Fees (LEED Certification, etc.)	\$0	\$0	0	#DIV/0!
Soft Cost Contingency	\$75,000	\$75,000	1,172	#DIV/0!
Other (Specify) Compliance	\$32,000	\$32,000	500	#DIV/0!
SUBTOTAL	\$898,154	\$792,000	14,034	#DIV/0!
DEVELOPER FEE / PROFIT				
Developer's Fee	\$1,050,000	\$1,050,000	16,406	#DIV/0!
PSH Developer Fee Boost (up to 5%, LIHTC only)	\$0	\$0	0	#DIV/0!
Third Party Development Management/Owner's Rep	\$166,000	\$166,000	2,594	#DIV/0!
Consultants	\$150,000	\$150,000	2,344	#DIV/0!
Other (Specify)	\$0	\$0	0	#DIV/0!
SUBTOTAL (i.e. - maximum developer fee)	\$1,366,000	\$1,366,000	21,344	#DIV/0!
RESERVES				
Operating Reserve	\$316,000	\$316,000	4,938	#DIV/0!
Debt Service Reserve	\$0	\$0	0	#DIV/0!
Lease-up Reserve	\$0	\$0	0	#DIV/0!
Replacement Reserve	\$0	\$0	0	#DIV/0!
Other (Specify)	\$0	\$0	0	#DIV/0!
SUBTOTAL	\$316,000	\$0	4,938	#DIV/0!
TOTAL DEVELOPMENT EXPENSES	\$18,451,612	\$17,644,458	\$288,306	#DIV/0!

Rentable Square Footage	0
Non Living Square Footage	
Total Project Square Feet	0
Number of Units	64

% of Non-living SF	#DIV/0!
--------------------	---------

4.78% % of construction
 14.33% % of construction

3%
 11.97% % of Total (less Dev. Fee, Res., & Acq)

6.0 Months of expenses & debt
 0.0 Months of debt

	per unit	per SF	
Hard Costs	\$205,509	#DIV/0!	71.3%
Soft Costs	\$67,173	#DIV/0!	23.3%
Land Costs	\$15,625	#DIV/0!	5.4%

*costs included in hard cost evaluation.

Josh Fulenwider, Director of Real Estate Development for High Plains Housing Development is acting as the Project Manager with High Plains in the Owner/Sponsor role. Josh has experience in real estate rehab, property management, and construction, as well as a background spanning construction lending and nonprofit management including administration of a Section 8 Housing Voucher program. He is supported by Jodi Hartmann, the Executive Director of High Plains, who was the Project Manager on the recently completed StarRise Apartments, a 58-unit Permanent Supportive Housing project in Greeley, CO for the chronically homeless. They are both supported by a Board of Directors with extensive experience in construction and real estate. Additionally, they have the following team in place:

Brandon Gentrup and Julie Stern of GL Development Advisors:

The principal consulting group/owner's rep on this project. Their role will be to help guide the development of the project from start to completion of construction and receipt of the CoO. The team will help oversee all other consultants and advisors on the project and will be integrally involved in the construction of the project.

Brandon Gentrup: Brandon brings a unique perspective to projects with hands on experience on projects from design through construction. Brandon formerly worked as a general contractor and has completed 11 construction projects resulting in \$228 million in investment. Brandon has worked in the predevelopment department for multiple general contractors and understands budgeting, creative cost saving measures and continuous schedule management. Brandon will provide expert oversight on the construction budget and design phases of the project.

Julie Stern: Julie brings hands-on experience in affordable housing and project ownership having managed complex projects from due diligence and site control through lease-up and conversion. Julie will guide High Plains through the construction finance piece of the process: attending OAC meetings and reviewing payment applications for construction draw requests.

Dwelling Development

Sarah Batt: Sarah has worked extensively with housing authorities, nonprofits and for profit housing development groups. Her clients include Longmont HA, Denver HA, Metro West Housing Solutions, Archway Housing, Gorman, Accessible Space, Community Housing Partners and many others. Sarah has worked at CHFA and served on the finance review committee. She has successfully consulted on numerous LIHTC and other affordable housing projects and is considered to be one of the leading independent financial

consultants for affordable housing development finance and project management services in the market.

HC Peck

Peck emphasizes a comprehensive approach to providing relocation services. Peck employs multi-disciplined personnel who possess both a broad and in-depth understanding of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Project activities will include project coordination with affected residents.

Rocky Mountain Communities (Pending)

Rocky Mountain Communities (RMC) currently manages StarRise Apartments for High Plains. RMC has extensive property management experience throughout Colorado and already has a presence in Greeley managing StarRise and Meeker Commons. Additionally, RMC is a developer of affordable housing and has managed residents during renovations projects.

General Contractor – TBD

Architect – TBD

CITY OF GREELEY: PRIVATE ACTIVITY BOND EVALUATION SCORECARD **2026**

Project Name: Year:
 Prairie Rose Rehab 2026

\$6,100,000

Total Score: **260**

CRITERIA		Max	POINTS	SCORE				
Project Readiness	(pick one)			40	Zero	1/2 points	Full	
Zoning In Place		30		30	not submitted	in review	approved	
Site Plan Approved		40		40	not submitted	in review	approved	
Building Permit Approved		50		T	not submitted	in review	approved	
Overall Financial Feasibility and Viability				40	Zero	1/2 points	Full	
Total Cost Per Unit	> \$354,334 (1)	20			N/A	N/A	if greater than 354,334	
Total Cost Per Unit	<= \$354,334 (1)	40	\$288,306	40	N/A	N/A	if less than 354,334	
In DDA or QCT		20		na	NO	DDA OR QCT	BOTH	
Site Suitability				(up to three)	45	Zero	1/2 points	Full
Conformance with Neighborhood Character / Land Use Plans		10		5	NO	in process	YES	
Environmental – Clean Phase I, II or Remediation Plan		10		0	not submitted	in review	approved	
Not in 100yr Floodplain		10		0	NO	in process	YES	
Water Rights Available		10		0	NO	in process	YES	
Water Rights Contributed with Site		20		20	NO	in process	YES	
Utilities Available		10		40	NO	in process	YES	
Utilities Onsite		20		20	NO	in process	YES	
Proximity to Services / Amenities (<=1/2 mi)				(up to three)	45	Zero	1/2 points	Full
Transit - Bus Stops, Biking/Walking Trails		15		15	NO		YES	
Employment		15		15	NO		YES	
Parks & Recreation		15		15	NO		YES	
Healthcare		15		0	NO		YES	
Childcare / Schools		15		0	NO		YES	
Social Services		15		0	NO		YES	
Library		15		0	NO		YES	
Serving Special Populations				(up to two)	30	Zero	1/2 points	Full
Permanent Supportive Housing		15		15	NO		YES	
Individuals Developmental Disabilities		15		n/a	NO		YES	
Seniors		15		7	NO		YES	
Veterans		15		40	NO		YES	
More than 5% ADA Accessible		15		15	NO		YES	
More than 10% ADA Accessible		30		0	NO		YES	
Onsite Services / Amenities				10	Zero	1/2 points	Full	
Community Room / Fitness		5		5	NO		YES	
Laundry Onsite (In Unit W/D or Facility)		5			NO		YES	
Exterior Amenity Space (BBQ, Playground, Activity Area/Courts, Community Garden, or Pool)		5		5	NO		YES	
Resident Services / Classroom		5		0	NO		YES	
Early Childhood Education		5		0	NO		YES	
Bicycle (Rack, Storage, or Maintenance)		5		0	NO		YES	
Onsite Management		5		0	NO		YES	
Security (Access, or Cameras)		5		0	NO		YES	
Developer Experience				50	Zero	1/2 points	Full	
Prior Experience in Affordable Housing		10		10	None	3 or less projects	4 or more projects	
Prior Experience in Weld County		10		10	NO	1 project	2 or more projects	
Prior Experience in Colorado		5		5	NO	1 project	2 or more projects	
No History of Non-Compliance (past 10 years)		10		10	2 or more non-	1 non-compliance in past 10 years	No history of non-compliance last 10 years	
Currently Own Assets in Weld County		10		10	None	1 asset	2 or more assets	
Currently Own Assets in Colorado		5		5	None	1 asset	2 or more assets	

1) CHFA State Average 2024 - Larimer/Weld <https://public.tableau.com/app/profile/colorado.housing.and.finance.authority/viz/AffordableHousingDevelopmentCosts/housingcreditcosts>



Request for Applications - Private Activity Bonds

Have you submitted a 4% Low-Income Housing Tax Credit application? No

General Information

- 1. I have read the procedures and guidelines: Yes
- 2. Name of Applicant: Brikwell
- 3. Contact Person: Tyler Elick
- 4. Title: CDO
- 5. Phone Number: 3036687889
- 6. Email Address: tyler.elick@brikwell.com
- 7. Mailing Address: 3001 Brighton Blvd. Suite 2593 Denver CO 80216
- 8. PAB Amount Requested: \$10,000,000
- 9. Have you applied for tax credits through the Colorado Housing and Finance Authority (CHFA)? Yes
- 10. If yes, have the credits been awarded? Yes
- 11. If no, what is the anticipated application date?

Bond Counsel Information

- 12. Bond Counsel Name: Cory Kalanick
- 13. Bond Counsel Phone: 3032298373
- 14. Bond Counsel Email: tyler.elick@brikwell.com
- 15. Law Firm Name: Taft Law

Entity Information

- 16. Legal Entity Type: Limited Liability Company
- 17. Legal Ownership Structure: Single Purpose Entity
- 18. Legal Ownership Percentage: 100% (GP + LP/Tax Credit Investor)

Developer/Organization Background

19. Provide a summary of the developer's/organization's experience developing or managing similar projects:

BRIKWELL EXISTS TO IMPROVE LIVES

We improve lives by investing in quality people and real estate. Brikwell is a values-driven organization committed to building and preserving purposeful housing with a community impact.

Brikwell currently owns and operates 1,225 housing units, with 918 units of affordable / workforce housing subject to compliance with LIHTC or HAP contracts in place.

Brikwell is currently developing 1,021 affordable for-rent housing units throughout Colorado, utilizing partnerships or service agreements with local housing authorities including DHA (Denver), BCHA (Boulder County), LHA (Longmont), GJHA (Grand Junction)

Developer: Brikwell's principals have over 45 years of combined experience having overseen \$3.8B+ of real estate investment. This experience includes \$1.8B in asset acquisitions and \$2.0B in ground-up development. Examples include; Willoughby Corner Phase A and B located in Boulder County will be 128 units projected to be completed December of 2027. Ascent at Salt Flats located in Grand Junction will be 144 units projected to be completed in February 2027. Atwood Commons in Longmont will be 72 units projected to be completed in July of 2026.

Development Team

20. List all key members of the project team (Project Role, Name):

Developer:

Brikwell; Tyler Elick, Chief Development Officer, 303-668-7889

Architect:

Kephart; Jocelyn Smith, Associate Principal and Project Manager, 303-832-4474

Civil:

Craft Civil; Dan Allen, Principal, 650-888-4550

General Contractor:

Brinkmann Construction, Jason Vaughn, Vice President, 970.267.0954

Project Description

21. Project Name: Hope Springs

22. Brief Description of Proposed Project or Financing Program:

A local family donated all but the 13 acres of the 44ac Hope Springs land to Greeley/Weld Habitat for Humanity which is currently building 140 for-sale homes. The remaining 13 acres is multifamily designated land (Approved PUD for 325 DUs).

Habitat for humanity put in all offsite and onsite infrastructure (water, sewer, site regional detention, a lift station and roadway) surrounding the Hope Springs Affordable Apartments Site. This location also has raw water rights as part of the land purchase. Habitat developed Hope Springs with all donor funding including: Chevron and JBS foods.

The City of Greeley and Greeley-Weld Housing Authority support an affordable apartment development in this location. Deb Callies (Dir of Housing CoG & Int Exec Housing Dir GWHA) has offered her resources and support to see Affordable Apartments in this location. The project will consist of 120 units, a 3 story-walk up, with surface parking, amenities, local programming and services with possible Early Childhood Education.

23. Address of Project Site: Approximately 310132nd street, Greeley Co

24. Type of Bonds/Eligible Activity: Multi-family Housing

Readiness Indicators

25. Has Site Control/Plan: No

26. Zoning Approval: Complete

27. Environmental Review: In Progress

28. Permitting and Approvals: Describe the current status of local and state approvals, including any anticipated hearings or filings:

PUD approved, 12/1 site planning and permitting will commence upon PAB award.

Financial Summary

- 29. Amount Requested by Private Activity Bond (PAB):** \$10,000,000
- 30. Total Estimated Project Cost:** \$37,049,412
- 31. Percent of Total Cost Covered by PABs:** 27%
- 32. Enter the dollar amount for the estimated cost of Land Acquisition for the project:** 1,200,000
- 33. Enter the dollar amount for the estimated cost of Site Development (including infrastructure) for the project:** \$1,257,139
- 34. Enter the dollar amount for the estimated cost of Facility Construction for the project:** \$23,885,655
- 35. Enter the dollar amount for the estimated cost of Facility Remodel or Reconstruction for the project:** \$0
- 36. Enter the dollar amount for the estimated cost of other large budget items required to successfully complete the project:** Soft Cost for engineering, architecture, City fees and entitlements, consultants.
- 37. Enter the percentage for the aggregate basis covered by the PABs:** 29%
- 38. What will happen to the financial feasibility of the project if it were not successful in receiving an allocation of PABs, or if it were to receive only a partial allocation?**

Funding for Hope Springs is an investment in Greely's affordable housing crisis. We are not simply building units; we are deploying strategic infrastructure that empowers a population to lead self-determined lives with the dignity of stability and the freedom of mobility. The Project provides a significant Return on Investment (ROI) by shifting public spending from reactive crisis management to proactive stability. Without PABs \$13.8M in non-competitive LIHTC equity would not be accessible, along with an increased cost of debt, which provides a 0.80% reduction in the cost of debt supported by PAB (tax-exempt).

Community Impact

- 39. Total Number of Units:** 120
- 40. Total Number of Affordable Units:** 120
- 41. Total Number of Accessible Units:** 40
- 42. Describe any accessibility features:** 10% ADA Type A Standard units, with remaining 90% ADA Type B Standard units
- 43. Community Benefits: Describe how this project benefits the community, addressing local housing needs, services, amenities, and alignment with City goals:**

There is a dire community need for affordable housing, nearly half of the housing demand is for units at or below 80 percent of AMI (or households earning at or below \$69,250), which are very difficult to develop without gap funding or incentives. Many households try to find affordable/attainable housing units on the open market, and the market pressures today make it more challenging. Households may end up being cost-burdened, choose a unit with condition challenges, or "double-up" with family members or acquaintances.

Sustainability and Design Quality

44. Energy Efficiency and Environmental Design: Identify any certifications (e.g., LEED, ENERGY STAR) and describe energy conservation measures exceeding City code requirements:

NGBS Silver certification, ENERGY STAR appliances, and water-wise landscaping features.

45. Accessibility and Universal Design: Describe universal design elements, aging-in-place strategies, or transit access improvements:

Project will focus on transit access close to the site, provide bike racks for parking, accessible walking paths, surface parking for ease and access to units.

Long-Term Affordability and Stewardship

46. Duration of affordability (in years): 45 years

47. Affordability Mechanism: Low-Income Housing Tax Credit (LIHTC)

48. Stewardship Plan: Describe how the project will maintain affordability and compliance throughout the affordability period. Include monitoring and enforcement methods:

Hope Springs will follow all required compliance for LIHTC including but not limited to quarterly reporting, retaining records for each qualified unit for at least six years after the tax year (and six years after the end of the compliance period for the first year) and we will comply with Fair Housing requirements, including nondiscrimination in marketing, leasing, and tenant selection.

Employment and Economic Impact (Commercial/Industrial Projects Only)

49. Is this project a Commercial or Industrial Project? No

50. Number of Products/Services:

51. Expansion Type:

52. Current Employment:

53. Projected Employment:

- 54. Average Annual Wage:**
- 55. Estimated Annual Payroll:**
- 56. Estimated Annual Property Tax:**
- 57. Estimated Annual Sales and Use Tax:**

Attachments Checklist

- **Completed PAB Budget Spreadsheet (HAAB Version)**
- **10-or-15-year Operating Pro Forma**
- **Market Study (if applicable)**
- **Site Control/Plan / Location Map**
- **Development Schedule**
- **Sources and Uses of Funds Summary**
- **Developer Qualifications / Team Resumes**
- **Letters of Financial Commitment (if available)**
- **Developer Plan**
- **Community Engagement Plan**

Application Submittal

58. The undersigned certifies that all information contained in this application is true and correct to the best of their knowledge and that the proposed project will comply with all applicable City of Greeley codes and regulations. The City of Greeley reserves the right to request additional information as may be necessary to further the selection process.

Applicant (undersigned) Signature and Date: Signed by: *Tyler Flick* 3/20/2026 | 4:00:11 PM MDT
580D88EAB2704F4...

Hope Springs Phase I

Stabilized Cash Flow

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Year Ending	5/30/30	5/31/31	5/31/32	5/31/33	5/31/34	5/31/35	5/31/36	5/31/37	5/31/38	5/31/39	5/31/40	5/31/41	5/31/42	5/31/43	5/31/44
Income															
Potential Gross Rent (Residential)	\$1,760,532	\$1,795,743	\$1,831,657	\$1,868,291	\$1,905,656	\$1,943,770	\$1,982,645	\$2,022,298	\$2,062,744	\$2,103,999	\$2,146,079	\$2,189,000	\$2,232,780	\$2,277,436	\$2,322,985
Vancancy & Collection Loss	(123,237)	(125,702)	(128,216)	(130,780)	(133,396)	(136,064)	(138,785)	(141,561)	(144,392)	(147,280)	(150,226)	(153,230)	(156,295)	(159,421)	(162,609)
Other Income	52,816	53,872	54,950	56,049	57,170	58,313	59,479	60,669	61,882	63,120	64,382	65,670	66,983	68,323	69,690
Effective Gross Income	\$1,690,111	\$1,723,913	\$1,758,391	\$1,793,559	\$1,829,430	\$1,866,019	\$1,903,339	\$1,941,406	\$1,980,234	\$2,019,839	\$2,060,236	\$2,101,440	\$2,143,469	\$2,186,338	\$2,230,065
Residential Expense															
Payroll	\$192,000	\$197,760	\$203,693	\$209,804	\$216,098	\$222,581	\$229,258	\$236,136	\$243,220	\$250,516	\$258,032	\$265,773	\$273,746	\$281,958	\$290,417
R&M	30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003	39,143	40,317	41,527	42,773	44,056	45,378
MR	36,000	37,080	38,192	39,338	40,518	41,734	42,986	44,275	45,604	46,972	48,381	49,832	51,327	52,867	54,453
Contract Services	36,000	37,080	38,192	39,338	40,518	41,734	42,986	44,275	45,604	46,972	48,381	49,832	51,327	52,867	54,453
Administrative	36,000	37,080	38,192	39,338	40,518	41,734	42,986	44,275	45,604	46,972	48,381	49,832	51,327	52,867	54,453
Marketing	30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003	39,143	40,317	41,527	42,773	44,056	45,378
Utilities	78,000	80,340	82,750	85,233	87,790	90,423	93,136	95,930	98,808	101,772	104,825	107,970	111,209	114,546	117,982
No RE Taxes / SLB Ground Lease	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance	102,000	105,060	108,212	111,458	114,802	118,246	121,793	125,447	129,211	133,087	137,079	141,192	145,428	149,790	154,284
Property Management Fee	67,604	68,957	70,336	71,742	73,177	74,641	76,134	77,656	79,209	80,794	82,409	84,058	85,739	87,454	89,203
CHFA PAB Issuance Fee - 24mo+ Duration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CapEx / Replacement Reserves	42,000	43,260	44,558	45,895	47,271	48,690	50,150	51,655	53,204	54,800	56,444	58,138	59,882	61,678	63,529
Total Residential Expense	\$649,604	\$668,417	\$687,779	\$707,709	\$728,223	\$749,338	\$771,072	\$793,443	\$816,470	\$840,172	\$864,569	\$889,682	\$915,532	\$942,140	\$969,530
Residential NOI	\$1,040,506	\$1,055,496	\$1,070,612	\$1,085,850	\$1,101,207	\$1,116,681	\$1,132,267	\$1,147,963	\$1,163,765	\$1,179,667	\$1,195,667	\$1,211,759	\$1,227,937	\$1,244,198	\$1,260,535
Debt Service															
Interest	(821,559)	(816,382)	(810,883)	(805,041)	(798,836)	(792,246)	(785,245)	(777,808)	(769,910)	(761,519)	(752,607)	(743,140)	(733,085)	(722,404)	(711,059)
Principal	(83,229)	(88,406)	(93,905)	(99,747)	(105,952)	(112,542)	(119,543)	(126,980)	(134,879)	(143,269)	(152,181)	(161,648)	(171,703)	(182,384)	(193,730)
Total	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)	(\$904,788)
DSCR	1.15x	1.17x	1.18x	1.20x	1.22x	1.23x	1.25x	1.27x	1.29x	1.30x	1.32x	1.34x	1.36x	1.38x	1.39x
Cashflow after Debt	\$135,718	\$150,708	\$165,824	\$181,061	\$196,419	\$211,892	\$227,479	\$243,175	\$258,976	\$274,879	\$290,879	\$306,970	\$323,149	\$339,410	\$355,747
Deferred Development Fee	135,718	150,708	165,824	181,061	196,419	211,892	227,479	243,175	219,886	0	0	0	0	0	0
Cashflow available for Distribution	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,090	\$274,879	\$290,879	\$306,970	\$323,149	\$339,410	\$355,747

Brikwell is dedicated to strengthening communities through thoughtful investment in multifamily housing. Using a data-driven and values-based approach, Brikwell identifies and revitalizes underperforming or overlooked properties.

Brikwell has developed this approach through 50 years of combined experience in acquiring, developing and managing \$3.8B+ of real estate investments.

2022

Company
Founded

1,175

Units
Acquired

5

States in which
Brikwell currently
operates

\$142M

Assets Under Management
(Acquisition Basis)

50+

Years of
Experience

Collective Experience Prior to Brikwell: \$3.8B | 14.9M SF | 12.1K Units | 7.7K Beds | 723 Keys

PORTFOLIO OVERVIEW

ASSETS UNDER MANAGEMENT			
Asset	Units	Basis	Per Unit
Creeks of Gladstone	260	\$18.6M	\$73K
Cambridge Estates	358	27.4M	77K
Benjamin Square	60	6.9M	116K
Country Villa ⁽¹⁾	92	10.5M	114K
Vail Valley Portfolio	139	46.7M	336K
The Verge	168	24.8M	148K
Northland Court	98	7.2M	74K
Total Current	1,175	\$142.2M	\$121K
Midway Gardens	50	5.1M	103K
Golden Oaks	130	14.1M	109K
Jaycom	100	11.1M	111K
Current & Contract	1,225	\$172.5M	\$141K

(1) Basis excludes LIHTC equity

CREEKS OF GLADSTONE



Kansas City, MO
LIHTC
260 Units
YOC: 1972
Acq.: May 2022

GOLDEN OAKS

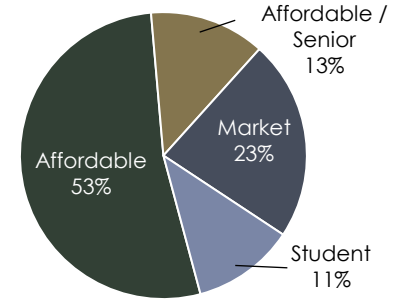


Kansas City, MO
PBS8
130 Units
YOC: 1974
Acq.: Mar 2026

COUNTRY VILLA



W. Lafayette, IN
LIHTC / PBS8
92 Units
YOC: 1970
Acq.: Nov. 2024



CAMBRIDGE ESTATES

Lafayette, IN
MKT+PBS8
358 Units
YOC: 1973-77
Acq.: Mar. 2023



NORTHLAND COURT

Wilmington, OH
PBS8
98 Units
YOC: 1973
Acq.: Jun. 2025



BENJAMIN SQUARE

Eaton, CO
PBS8
60 Units
YOC: 1979
Acq.: May 2024




VAIL VALLEY PORTFOLIO

Eagle C'nty, CO
MKT
139 Units
YOC: 1998-2008
Acq.: Jan. 2025



THE VERGE

Las Cruces, NM
Student Housing
168 Units
YOC: 2008
Acq.: May. 2025



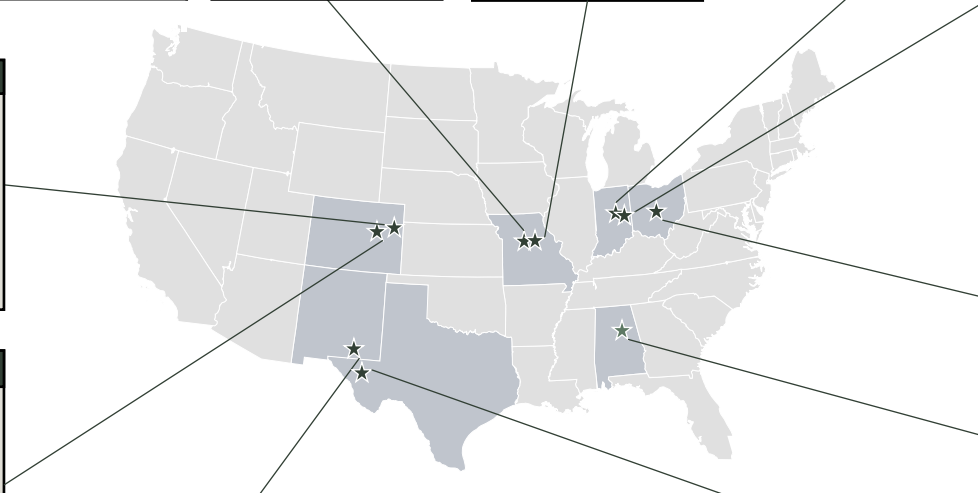
JAYCOM

El Paso, TX
PBS8
100 Units
YOC: 1964
Acq.: May. 2026



MIDWAY GARDENS

Opelika, AL
PBS8
50 Units
YOC: 1972
Acq.: Dec. 2025

Closed
 Under Contract

LEADERSHIP TEAM

Brikwell Partners' leadership has 50+ years of real estate acquisition and development experience, collectively acquiring and developing 10,000+ multifamily housing units across the country.



MAX BRESNER

CO-FOUNDER / CHIEF OPERATIONS OFFICER

Max Bresner has led over \$1.5 billion in real estate investments across multiple markets and asset types, including 12,000 multifamily units. At Brikwell, Max guides investment strategy and oversees capital formation, asset management and operations. Prior to co-founding Brikwell, Max served as COO and Partner at BMC Investments (2013–21), helping grow it into one of Colorado's largest multifamily owners. Max began his career in New York, having worked at Fisher Brothers, Gemini Real Estate Advisors, and White Acre Equities.



JAKE GANNON

CO-FOUNDER / CHIEF ACQUISITIONS OFFICER

Jake Gannon has acquired \$750+ million and 2,600+ units of Affordable, market-rate, and student housing across the country and across the risk spectrum. Jake currently leads Brikwell's acquisition team. Prior to Brikwell, Jake worked at Cardinal Group Investments and Harrison Street Real Estate Capital. Prior to his real estate career, Jake played professional hockey in the St. Louis Blues and New York Islanders systems.

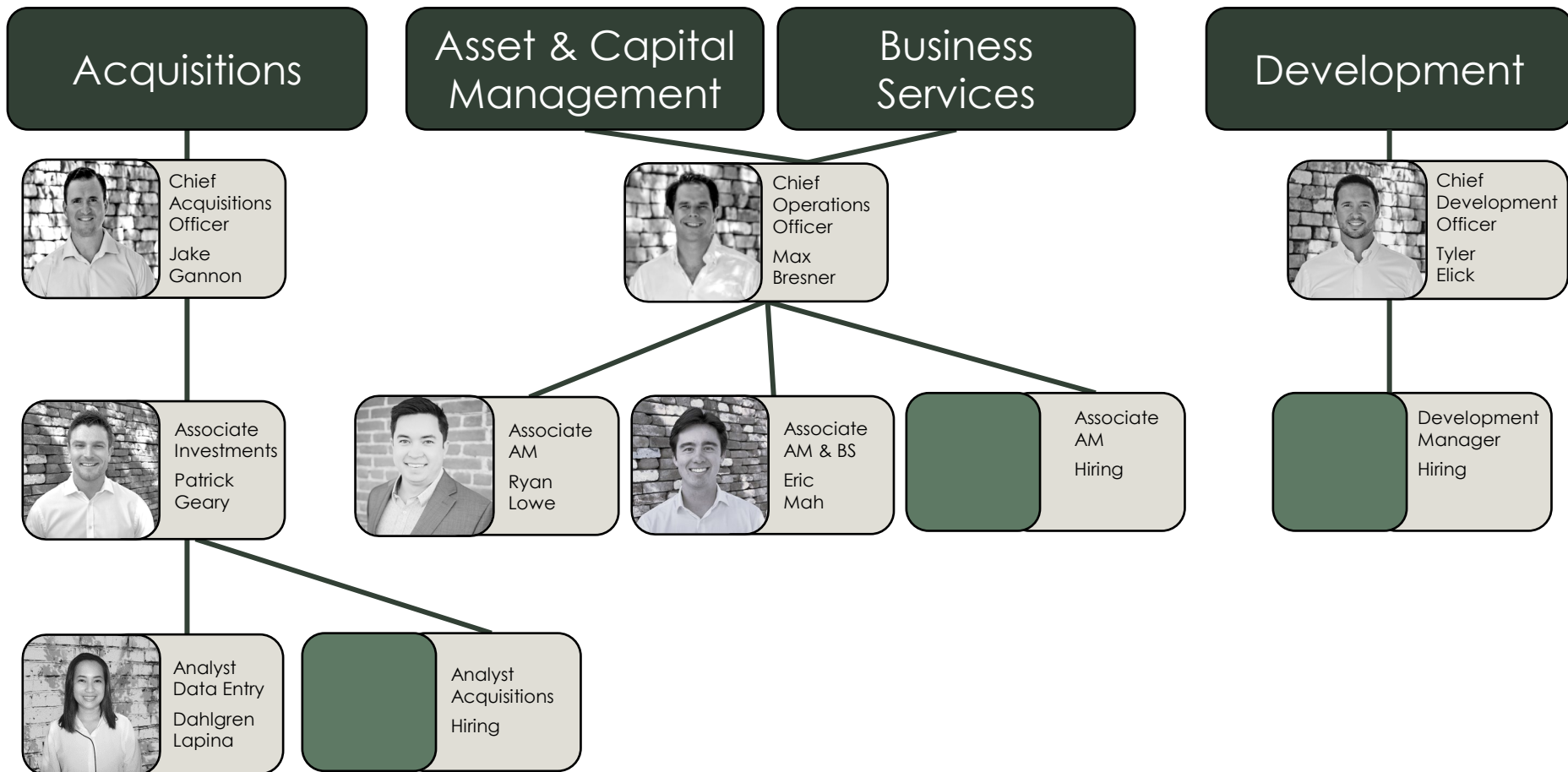


TYLER ELICK

CO-FOUNDER / CHIEF DEVELOPMENT OFFICER

Tyler Elick has developed real estate assets with \$1.5+ billion dollars of aggregate costs, with an emphasis on suburban and urban multifamily as well as commercial mixed-use communities. Tyler has worked at Forest City Realty Trust, Forum Real Estate Group, Holland Partner Group, and NexMetro Communities.

COMPANY ORG CHART – OCTOBER 2025



CITY OF GREELEY: PRIVATE ACTIVITY BOND EVALUATION SCORECARD **2026**

Project Name: Hope Springs Year: 2026

Total Score: **230**

CRITERIA		Max	POINTS	SCORE			
Project Readiness (pick one)				50	Zero	1/2 points	Full
Zoning In Place		30	46		not submitted	in review	approved
Site Plan Approved		40	40		not submitted	in review	approved
Building Permit Approved		50	50		not submitted	in review	approved
Overall Financial Feasibility and Viability				40	Zero	1/2 points	Full
Total Cost Per Unit	> \$354,334 (1)		20		N/A	N/A	if greater than 354,334
Total Cost Per Unit	< = \$354,334 (1)	308,745	40	40	N/A	N/A	if less than 354,334
In DDA or QCT		20			NO	DDA OR QCT	BOTH
Site Suitability (up to three)				5	Zero	1/2 points	Full
Conformance with Neighborhood Character / Land Use Plans		10			NO	in process	YES
Environmental – Clean Phase I, II or Remediation Plan		10	5		not submitted	in review	approved
Not in 100yr Floodplain		10	n/a		NO	in process	YES
Water Rights Available		10	n/a		NO	in process	YES
Water Rights Contributed with Site		20	n/a		NO	in process	YES
Utilities Available		10	n/a		NO	in process	YES
Utilities Onsite		20	n/a		NO	in process	YES
Proximity to Services / Amenities (<=1/2 mi) (up to three)				15	Zero	1/2 points	Full
Transit - Bus Stops, Biking/Walking Trails		15	15		NO		YES
Employment		15	n/a		NO		YES
Parks & Recreation		15	n/a		NO		YES
Healthcare		15	n/a		NO		YES
Childcare / Schools		15	n/a		NO		YES
Social Services		15	n/a		NO		YES
Library		15	n/a		NO		YES
Serving Special Populations (up to two)				40	Zero	1/2 points	Full
Permanent Supportive Housing		15	n/a		NO		YES
Individuals Developmental Disabilities		15	n/a		NO		YES
Seniors		15	10		NO		YES
Veterans		15	49		NO		YES
More than 5% ADA Accessible		15	49		NO		YES
More than 10% ADA Accessible		30	30		NO		YES
Onsite Services / Amenities				40	Zero	1/2 points	Full
Community Room / Fitness		5	5		NO		YES
Laundry Onsite (In Unit W/D or Facility)		5	5		NO		YES
Exterior Amenity Space (BBQ, Playground, Activity Area/Courts, Community Garden, or Pool)		5	5		NO		YES
Resident Services / Classroom		5	5		NO		YES
Early Childhood Education		5	5		NO		YES
Bicycle (Rack, Storage, or Maintenance)		5	5		NO		YES
Onsite Management		5	5		NO		YES
Security (Access, or Cameras)		5	5		NO		YES
Developer Experience				40	Zero	1/2 points	Full
Prior Experience in Affordable Housing		10	10		None	3 or less projects	4 or more projects
Prior Experience in Weld County		10	5		NO	1 project	2 or more projects
Prior Experience in Colorado		5	5		NO	1 project	2 or more projects
No History of Non-Compliance (past 10 years)		10	10		2 or more non-	1 non-compliance in past 10 years	No history of non-compliance last 10 years
Currently Own Assets in Weld County		10	5		None	1 asset	2 or more assets
Currently Own Assets in Colorado		5	5		None	1 asset	2 or more assets

1) CHFA State Average 2024 - Larimer/Weld <https://public.tableau.com/app/profile/colorado.housing.and.finance.authority/viz/AffordableHousingDevelopmentCosts/housingcreditcosts>



Housing For All

Private Activity Bond (PAB) Allocations

Cece Cervantes, Housing Investment Manager

Rosine Bouobda, Grant Specialist

City Council Meeting - June 2, 2026





Agenda

- PAB Program Review
- Hope Springs- Brickwell
- Prairie Rose- High Plains
- Island Grove- Lincoln Avenue
- Allocation Recommendation
- Purpose Motion to Approve PAB Request Allocation



PAB Program Review



- City Council voted to retain PAB Allocation in 2024, 2025, and 2026
- PAB's cannot be retained more than three years
- Not cash
- Tax-exempt bonds issued by the State Division of Housing for **privately** developed projects
- IRS allows a limited amount, also know as PAB "Cap"
- Municipalities (or Authorities) issue the bonds, but have no obligation to repay investors
- Investors buy the bonds
- Underwriters use the investors' \$\$, or "bond proceeds," to make a loan to the project
- The **project** pays back the loan & investors get repaid + interest
- PABs make rental housing eligible for 4% Low-Income Housing Tax Credit (LIHTC)



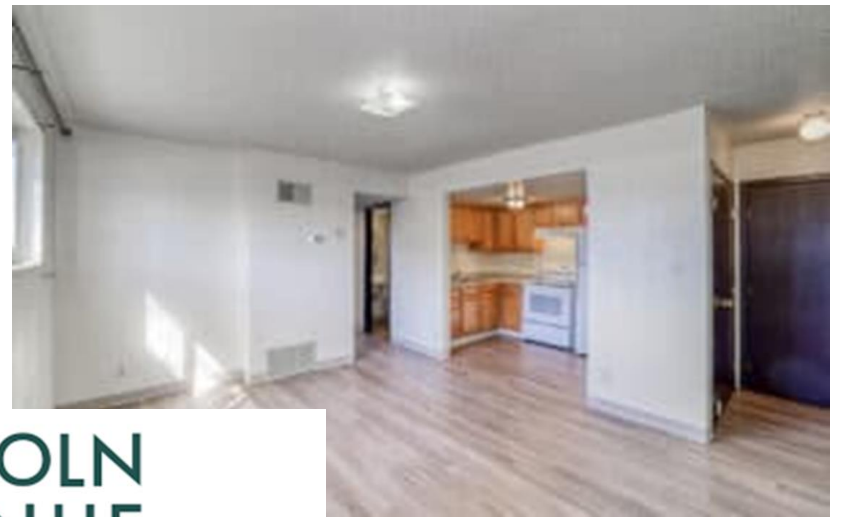
Retained PAB Balance

- 2024 Greeley Allocation - \$6,932,476.00
- 2024 Windsor Allocation- + \$2,408,618.00
- Total Retained PABs- \$9,341,094.00

- 2025 Greeley Allocation- + \$7,341,179.00
- W/ 2025 Retained PABs- \$16,682,273.00

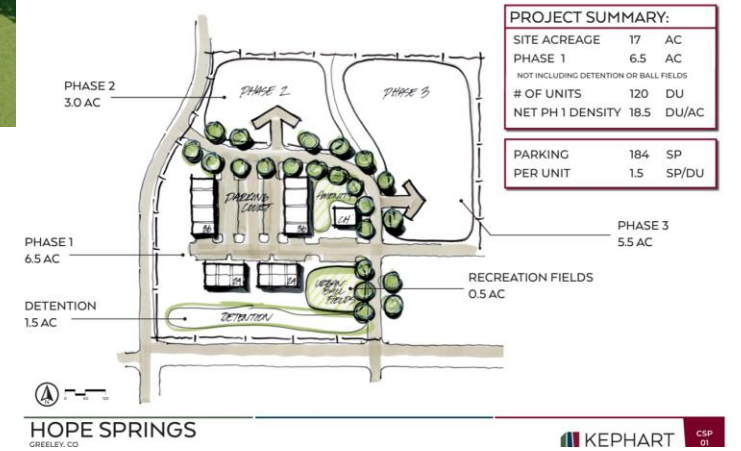
- 2026 Greeley Allocation- + \$7,953,264.00
- W/ 2024, 2025 & 2026- \$24,635,537.00





**LINCOLN
AVENUE
COMMUNITIES**





WW
BRIK|W|ELL
EXISTS TO IMPROVE LIVES

Greeley-Weld
Habitat
for Humanity®





Before

12/08/2010



Before



Before



After



After




After



2024-2026 PAB Allocation Recommendation

Housing For All Advisory Board Recommendation:

- Fund all three projects that applied
- Recommended amounts 

Development Project	Total Project Cost	Request	Allocation Recommendation
Hope Springs- New Construction	\$ 37,049,412	\$ 10,000,000	\$ 9,992,025
Prairie Rose- Preservation	\$ 18,451,612	\$ 6,100,000	\$ 6,050,055
Island Grove - Preservation	\$ 30,264,882	\$ 8,624,484	\$ 8,593,457
Totals	\$ 85,765,906	\$ 24,724,484	\$ 24,635,537

\$84,638 Avg PAB Per Unit

\$293,719 Avg Total Cost Per Unit

Development Project	30%	40%	45%	50%	60%	70%	Totals
Hope Springs- New Construction (FP)	13			13	64	30	120
Prairie Rose- Preservation (NP)	0	23	17	24			64
Island Grove - Preservation (FP)	108						108
Totals	121	23	17	37	64	30	292

Notes:

New Construction

20 units dedicated for Senior residents

All HUD subsidized units



Options & Recommendations



Options

1. Motion to approve the PAB request allocations; or
2. Amend the request allocations and introduce as amended; or
3. Deny the request allocation; or
4. Continue consideration of the request allocation to a date certain

Recommendation

1. A motion to approve the PAB request allocations

If Approved- Resolution(s) will be presented at the next City Council meeting for Endorsement of the PAB request allocations.



Thank you





Council Agenda Summary

June 2, 2026

Key Staff Contact: Stacey Aurzada, City Attorney, Bret Naber, Deputy City Manager of Infrastructure

Title:

Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the West Greeley Project

Summary:

During the executive session, staff will receive instructions from City Council to inform negotiations regarding the West Greeley project, including negotiations regarding potential modifications to the plan of finance. The Council will also be able to request and receive legal advice regarding the project.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
The executive session has no financial impact.

Legal Issues:

none

Other issues and Considerations:

none

Strategic Focus Area:

Business Growth
Community Vitality

Decision Options:

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

Council's Recommended Action:

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

Attachments:

None



Council Agenda Summary

June 2, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director, Brian McBroom, City Manager

Title:

Motion to go into Executive Session for the purposes of receiving legal advice, determining positions relative to matters subject to litigation and negotiations, developing strategy for litigation and negotiations, and instructing negotiators related to disputes with the Town of Windsor (“Windsor”), including the pending lawsuit concerning wastewater services (Case No. 25CV30355) and objections to the annexation into the City of Greeley (“Greeley”) of certain properties bordering Windsor

Summary:

During the executive session, City staff and legal counsel will receive direction from City Council regarding ongoing negotiations with the Town of Windsor concerning resolution of Case No. 25CV30355 and of Windsor’s objections to the forthcoming annexation into Greeley of certain properties bordering Windsor. The Council will also be able to request and receive legal advice regarding the these matters.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
The executive session has no financial impact.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality

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 executive session to receive legal advice and to instruct negotiators, as provided for in C.R.S. § 24-6-402(4)(b) and § 24-6-402(4)(e)(I) and Greeley Municipal Code § 2-151 (a)(2) and § 2-

151 (a)(5).

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

May 31 – June 27, 2026

Tuesday, June 2, 2026

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

Thursday, June 4, 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, June 9, 2026

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

Tuesday, June 16, 2026

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

Wednesday, June 17, 2026

- Water & Sewer Board Meeting 2 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)
- Greeley Police Department Retirement Event 3 p.m. Greeley Police Department (2875 W 10th St, Greeley, CO 80634); Kent Donahue Room
- Greeley Police Department Mid-Year Awards Ceremony 5:30 p.m. Greeley Police Department (2875 W 10th St, Greeley, CO 80634)

Thursday, June 18, 2026

- Downtown Development Authority 7:30 a.m. (802 9th Street, Greeley CO 80631)

- Airport Authority 3:00 p.m. Greeley-Weld Airport (600 Airport Road, Greeley CO 80631)
-

Monday, June 22 -25, 2026

- CML 104th Annual Conference 8 a.m. Westminster, Colorado

Monday, June 22, 2026

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

Tuesday, June 23, 2026

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

2026 Council Meeting/Work Session Agenda Items Schedule

05/26/2026			
This schedule is subject to change			
June 9, 2026 City Council Work Session	Water and Sewer Board Interviews	Jennifer Middleton	WS
	311 Update	Kylie Jackson/Sara Martinez	WS
	2027 Budget Update Kelli and departments	Nathan Mosley	Regular
June 16, 2026 City Council Meeting	Minutes - May 19 RM: May 26 WS	Heidi Leatherwood	Consent
	Resolution - Professional Services Amendment to Agreement Contract # F22-01-013 – 83rd Ave Non-Potable Transmission Line Design	Sean Chambers	Consent
	Resolution - Approving Professional Services Contract with Martin and Wood Consultants	Sean Chambers	Consent
	Resolution - PAB Allocation Inducement	Deb Callies	Consent
	Resolution to Initiate Litigation (HOLD)	Bobbier Cranston	Consent
	Intro & 1st Rdg Ord approving Contractor Licensing- Roofing and Building	Matt Wagy	Consent
	Intro & 1st Rdg Ord approving City of Greeley and Greeley Fire Fighters L888 contract	Kimberly Southern	Consent
	PH & 2nd Rdg Ord - Great Western Industrial Park Annexation No. 1 -15	Michael Franke/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Great Western Industrial Park Zoning No. 1 - 15	Michael Franke/Don Threewitt	Regular
	B&C Appointments	Jennifer Middleton	Regular
June 23, 2026 City Council Work Session			
July 7, 2026 City Council Meeting	Minutes - June 9 WS; June 16 Regular Meeting	Heidi Leatherwood	Consent
	Minutes - May 26 WS; June 2 Regular Meeting	Heidi Leatherwood	Consent
	Resolution - Reimbursement 2026 Stormwater Bonds	Robert Miller	Consent
	Resolution - Homeless Solutions Department Grant Award and Spending Authority Olmstead Grant 2026-2027	Mandy Shreve	Consent
	Intro & 1st Rdg Ord - amending Title 16, Chapter 1, and Title 20, Chapter 3 references to City Hall	Kelli Johnson	Consent
	Intro & 1st Rdg Ord - Downtown Civic Campus Certificates of Participation 2026 (tentative)	Robert Miller	Consent
	Intro & 1st Rdg Ord - Appropriation 3 of 2026 (tentative)	Nathan Mosley	Consent
	Intro & 1st Rdg Ord - Westside Area Plan	Caleb Jackson	Consent
	Intro & 1st Rdg Ord - Form-Based Code Update	Caleb Jackson	Consent
	PH & 2nd Rdg Ord approving Contractor Licensing- Roofing and Building	Matt Wagy	Consent
	PH & 2nd Rdg Ord approving City of Greeley and Greeley Fire Fighters L888 contract	Kimberly Southern	Regular
	2027 Budget Update Kelli and departments (2nd half)	Nathan Mosley	Regular
July 14, 2026 City Council Work Session			
	2027 Budget Update Bret and Departments, CAO	Nathan Mosley	WS
	2027 Budget Update Kimberly and departments	Nathan Mosley	WS
	Sign, Landscape, Development Code Update (tentative)	Caleb Jackson/Buxton Demers	WS
July 21, 2026 City Council Meeting	Minutes - June 23 WS; July 7 Regular Meeting	Heidi Leatherwood	Consent
	PH & 2nd Rdg Ord - amending Title 16, Chapter1, and Title 20, Chapter 3 references to City Hall	Kelli Johnson	Regular
	PH & 2nd Rdg Ord - Westside Area Plan	Caleb Jackson	Regular
	PH & 2nd Rdg Ord - Form-Based Code Update	Caleb Jackson	Regular
	PH & 2nd Rdg Ord approving Contractor Licensing- Roofing and Building	Matt Wagy	Regular
	PH 2nd Rdg Ord -Downtown Civic Campus Certificates of Participation 2026 (tentative)	Robert Miller	Regular
	PH & 2nd Rdg Ord - Appropriation 3 of 2026 (tentative)	Nathan Mosley	Regular
	B&C Appointments	Jennifer Middleton	Regular
	Hold for any remaining 2027 Budget Updates	Nathan Mosley	Regular
July 28, 2026 City Council Work Session			
	2027 Budget Update	Nathan Mosley	
	Comprehensive Financial Policies (Tentative)	Kirk Jones	WS
August 4, 2026 City Council Meeting	Proclamation - Monster Day 10th Anniversary	Mayor	Intro
	Resolution - 2026 HUD Annual Action Plan	Deb Callies	Consent
	Resolution - HPLN Grant Agreement & Fund Appropriation	Deb Callies	Consent



Council Agenda Summary

Title

Adjournment