

Greeley City Council Agenda

Regular Meeting
Tuesday, July 21, 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/86506994007>

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

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

Tuesday, July 21, 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/86506994007>

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1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Recognitions and Proclamations
 - a. Celebration of America 250 Years and Colorado 150 Years Proclamation
 - b. 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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Consent Agenda

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

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

9. Motion to approve the City Council Meeting Proceedings of June 16, 2026

10. Resolution ratifying the appointment of Carmody Lee to serve as Region 4 Trustee on the High Plains Library District Board of Trustees for the remainder of the 4-year term
11. Resolution authorizing the city to enter into a contract for professional services between the City of Greeley and ICON engineering for a comprehensive stormwater master plan focused on Greeley No 3 Ditch System
12. Resolution authorizing the City to enter into a contract for Professional Consulting Services between the City of Greeley and Martin and Wood consultants in the area of Water Resources Engineering
13. Resolution authorizing the City to enter into a contract for professional services between the City of Greeley and Mark Thomas & Company Inc. for additional design services for the downtown infrastructure revitalization project
14. Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive Housing Planning Grant funds for consultant services
15. Resolution authorizing the City of Greeley to provide Fire Protection service to the Cache Annexation, as set forth in Exhibits A-1 and A-2, respectively, of the petition to exclude territory from Windsor-Severance Fire Protection District, and directing the City Attorney to commence a court action to exclude the property from Windsor-Severance Fire Protection District
16. Resolution authorizing the City of Greeley to provide Fire Protection service to the Seeley Lake Annexation and the Willow Vista Annexation, as set forth in Exhibits A-1 and A-2, respectively, of the petition to exclude territory from the Eaton Fire District, and directing the City Attorney to commence a court action to exclude the properties from the Eaton Fire Protection District
17. Resolution authorizing the City of Greeley to provide Fire Protection service to the Schmerge Annexation and the Kinnison Annexation, as set forth in Exhibits A-1 and A-2, respectively, of the petition to exclude territory from Windsor-Severance Fire Protection District, and directing the City Attorney to commence a court action to exclude the properties from Windsor-Severance Fire Protection District
18. Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the Fiscal Year of 2026

End of Consent Agenda

19. Pulled Consent Agenda Items
20. Public hearing and second reading of an ordinance amending Title 2, Chapter 10, Title 16, Chapter 1, and Title 20, Chapter 3 of the Greeley Municipal Code relating to references to City Hall
21. Public hearing and second reading of an ordinance amending Title 22, Chapter 1 of the Greeley Municipal Code relating to Contractor Licenses
22. Resolution authorizing the City to approve a work order between the City of Greeley and Coan, Payton & Payne, LLC for legal services related to the West Greeley project

23. Appointments to Boards and Commissions - Citizen Budget Advisory Committee, Human Relations Commission, Judicial Review Board, Museum Board, Union Colony Civic Center Advisory Board and Youth Commission
24. 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.
25. 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
26. Scheduling of Meetings, Other Events
27. Adjournment



Council Agenda Summary

Item: 5.

Title:

Recognitions and Proclamations

Summary:

The mayor will present the following proclamation:

- Celebration of America 250 Years – Colorado 150 Years

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

Attachments:

Celebration of America 250 Years – Colorado 150 Years Proclamation

Item 5 - Presentation



Celebration of America 250 Years– Colorado 150 Years

WHEREAS, the United States started as thirteen colonies, fought for independence, expanded across North America, survived a civil war, and has become an economic and military power, and July 4, 2026, is the 250th anniversary of the United States of America; and;

WHEREAS, the region that is now Colorado, was inhabited by Native Americans and the westward expansion brought European settlers and ultimately the Pike's Peak gold rush, which led to the first permanent settlement of the village of San Luis de la Culebra; and

WHEREAS, the Territory of Colorado became an incorporated territory of the United States on February 28, 1861, until August 1, 1876, when it became the 38th state, with the moniker of the "Centennial State, and August 1, 2026, is the 150th anniversary of the State of Colorado; and

WHEREAS, the United States has had 47 presidents, and the current president, Donald Trump, introduced the America 250 initiative, calling for celebrations across the country to commemorate our nation's 250th anniversary"; and

WHEREAS the Colorado General Assembly created the America 250 - Colorado 150 Commission to celebrate both anniversaries happening this year; and

WHEREAS the Greeley Exchange Club and the Union Colony Exchange Club have partnered with the City of Greeley to present a field of flags on July 31 through August 2 with a program on August 1 to celebrate both the 250th anniversary of our country and the 150th anniversary of our state.

NOW, THEREFORE, I, Dale Hall, by virtue of authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim, July 21, 2026 as America 250/Colorado 150 Day in Greeley.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, this 21ST day of July 2026.

A handwritten signature in black ink, reading "Dale Hall". The signature is written in a cursive style with a large, stylized "D" and "H".

Dale Hall, Mayor



City Council Meeting
July 21, 2026

An aerial photograph of a city, likely Denver, with a large white banner overlaid in the center. The banner contains the text "In all ways, we will transmit this City not only, not less, but greater and more beautiful than it was transmitted to us." in a bold, blue, italicized font. The city below shows a mix of urban buildings, green spaces, and trees with some autumn foliage. In the background, a range of mountains is visible under a clear sky.

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

- Athenian Oath

State of Colorado Recognizes Aims Community College Efforts to Meet Student Needs

- The Colorado Department of Education recognized Aims for a sustained, equity-centered commitment to address non-academic barriers to achievement
- Aims is among the first Colorado colleges to receive the comprehensive designation



City of Greeley Lead Protection Program Receives National Recognition

- The City received the Excellence in Community Engagement award at the American Water Works Association Annual Conference in Washington, D.C.
- Greeley was one of only three communities nationwide so recognized



City of Greeley Employee Earns Prestigious Certification

- Chris Reigle is one of fewer than 5,500 individuals worldwide certified as a Geographic Information Systems Professional (GISP®)
- This reflects his commitment to excellence and the City's investment in long-term employee development







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.

- **In Person:** Sign up in Council Chambers (1001 11th St.) with name and address.
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- **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.



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 July 21 Council Meeting.	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 in time for adoption of the 2027 impact fees.	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.	Recieved 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 July 14 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 July 7.	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 be 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 May19 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 for creating the taskforce. A resolution was adopted to create the taskforce on May 19, 2026.	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 July 14 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 this.	Staff are working through potential options and will provide an update at a later date.	Public Works
07-2026	Hall	Resolution of intent to moved forward on the Civic Campus project	Council Meeting 06/16/2026	Mayor Hall requested a resolution for the 7/7 Council meeting that articulated the intent to continue to move forward with the Civic Campus project and issue and execute COP's to finance it.	7/7 Council Agenda	CMO- Kelli Johnson, John Herge
8-2026	DeBoutez	Budget Retreat	Council Meeting 7/7/2026	Councilmember DeBoutez requested a budget retreat be held on September 11, 2026.		Nathan Mosley



Council Agenda Summary

July 21, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to approve the City Council Meeting Proceedings of June 16, 2026

Summary:

Council met on May June 16 for regular business and actions.

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. 06.16.2026 Regular Meeting Draft Minutes

City of Greeley, Colorado
City Council Meeting Proceedings
Tuesday, June 16, 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 conducted the roll call:

The following were present:

Councilmember Craig Huddleston

Councilmember Deb DeBoutez

Mayor Pro Tem Melissa McDonald

Councilmember Brian Rudy

Councilmember Ryan Roth

Mayor Dale Hall

Councilmember Johnny Olson-excused absence

4. Approval of the Agenda

No changes.

5. Recognitions and Proclamations

What's Great About Greeley Report

Councilmember Huddleston presented the "What's Great About Greeley" report, at 6:01 p.m.

6. Citizen Input

1. Edwin Grant discussed downtown Greeley's development changes, high costs of projects, and a billing error from Medicare and Medicaid Services.
2. Johann Lindberg emphasized the need for transparency, especially regarding the Cascadia project.
3. Andrew Brown and Chris Lambeth announced the July 5th Fire vs. Police Demolition Derby event, with proceeds benefiting union funds.
4. Tiffany Simmons questioned the record of comments during the public hearing item related to the City Manager's contract in the May 19th meeting minutes and requested revisions.
5. Steve Teets spoke on a Supreme Court ruling, Greeley-Evans Transit rebranding, and e-bike/scooter sidewalk issues.
6. Chris Morowski highlighted the collaborative bargaining process and a restored battalion chief pay discrepancy.
7. Bill Gillard discussed city budget concerns, employee salaries, and sought clarity on the Supreme Court ruling.
8. Rachel Burdan spoke against the Cascadia project, highlighting financial concerns and the feasibility study.

9. Rhonda Solis clarified her opposition to the Cascadia project and cited expert findings.
10. Peggy Sue Squires requested a vote on the Cascadia project.
11. Scott Royer recommended restricting city irrigation times to conserve water.

7. Reports from Mayor and Councilmembers

Councilmember Huddleston attended the 8th anniversary celebration for 477 Distillery in downtown Greeley, noting it was an example of small business success.

Mayor Pro Tem McDonald announced the Fire vs. Police Demolition Derby at the Greeley Stampede on July 5th. She read a formal statement on behalf of all Councilmembers acknowledging the Communications and Engagement Department's transition of new leadership and their focus on building transparent, innovative, and community-connected communication practices. Lastly, she offered condolences to the University of Northern Colorado Bulldog family.

Councilmember Rudy recognized Justin Gaethje, a University of Northern Colorado alum, who won the UFC lightweight championship of the world on the previous Sunday.

Councilmember Roth recognized Police Chief Adam Turk, who was recently sworn in as the new Colorado Association of Chiefs of Police president for the coming year.

Mayor Hall announced:

- The appointment of Councilmember Huddleston as an alternate member to the Downtown Development Authority, with Councilmember Roth remaining the voting member.
- The appointment of Councilmember DeBoutez as co-chair of the Mayor's Task Force on the Homeless.
- Attendance at Connecting Communities ribbon cutting for the Poudre River Trail in Timnath, noting the trail is now complete from Bellevue to Island Grove Park — a 45-mile continuous route.
- The opportunity for councilmembers to tour the Regional Real Time Information Center (RTIC) at Station 6 at the Greeley Police Department.

8. Initiatives from Mayor and Councilmembers

Mayor Hall requested consensus from Council to direct staff to create a resolution acknowledging the City's intent to continue with the Civic Campus project and issue Certificates of Participation (COPs). He also directed staff to deliver a draft development agreement to Richmark Vertical by the end of June 2026, and to bring back to Council for review. Council reached consensus to proceed.

Consent Agenda

City Manager McBroom recommended that, in light of Ms. Simmons' comments, Item 9 be amended so that the May 26, 2026, Work Session Proceedings be

approved at this meeting. The May 19, 2026, Meeting Proceedings could then be reviewed and brought back on July 7th.

9. **Motion to approve the City Council Work Session Proceedings of May 26, 2026 (May 19, 2026, Meeting Proceedings deferred for staff revision)**
10. **Resolution authorizing the City to enter into a contract for consulting services between the City of Greeley and Martin and Wood Water Consultants for Legal and Engineering services**
11. **Resolution authorizing the City to enter into a Master Contract for professional services between the City of Greeley and RS&H Inc. for design services for the MERGE project**
12. **Resolution authorizing the City to enter into an Intergovernmental Agreement regarding cost sharing for the 1601 review process for the US 34 & WCR 17 Interchange improvements**
13. **Resolution authorizing the City Manager to execute the First Amendment to an Intergovernmental Agreement regarding Cost Sharing for improvements at the Greeley-Weld County Airport**
14. **Resolution declaring the intent of the City of Greeley, Colorado to issue tax-exempt multifamily housing revenue bonds for the Prairie Rose Rehab Project**
15. **Resolution declaring the intent of the City of Greeley, Colorado to issue tax-exempt multifamily housing revenue bonds for the Hope Springs Project**
16. **Resolution declaring the intent of the City of Greeley, Colorado to issue tax-exempt multifamily housing revenue bonds for the Island Grove Village Apartments Project**
17. **Resolution declaring the intent of the City of Greeley, Colorado to issue revenue bonds in connection with financing residential facilities for low- and middle-income families or persons**
18. **Introduction of an ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Fire Fighters Union, International Association of Fire Fighters Local 888 and the City of Greeley, for a period commencing January 1, 2027, through December 31, 2028, with public hearing and second reading scheduled for July 7, 2026**

End of Consent Agenda

Councilmember Rudy moved to approve the Consent Agenda with the following amendment: Item 9- Remove the May 19 meeting proceedings to return to council at a later date, (include only the May 26, 2026, Work Session Proceedings) and approve Items 10-18. Mayor Pro Tem McDonald

seconded the motion. The motion passed 6-0 at 6:51 p.m. with Councilmember Olson absent.

19. Pulled Consent Agenda Items

None.

20. City Attorney's Office 2027 Budget Reduction Proposal

City Attorney Stacey Aurzada presented the City Attorney's Office 2027 budget reduction proposal at 6:52 p.m.

The department was given a 17% reduction target, which was met through a combination of personnel reductions and operating cost cuts, as the office has no revenue-generating capacity.

The two personnel position reductions included an administrative assistant position and an attorney position through the voluntary separation program.

Ms. Aurzada noted that the departing attorney had been primarily responsible for high-volume contract work, and that their workload will be distributed among the remaining attorneys, impacting turnaround times for client departments.

In terms of operating reductions, Ms. Aurzada stated that every budget line item was reduced. She highlighted the elimination of an AI-assisted legal research service as one of the more significant operating cuts.

Councilmember Huddleston asked about the AI platform. Ms. Aurzada explained that the exclusive platform had been in use for approximately one year. It was helpful to attorneys and paralegals alike because it operated as a closed system. This reduced the risks associated with open-source AI tools that have caused legal complications in courts nationally.

Councilmember DeBoutez asked about historical staffing levels in the department. Ms. Aurzada stated that the office had come close to full staffing in the past year. An assessment found the staffing level was appropriate given the size and growth of the city. She noted that the reduction will now put the office below that assessed level.

Ms. Aurzada shared characteristics of the office:

- Employs four attorneys dedicated to environmental and water resources, funded through enterprise funds; and
- Conducts in-house tort litigation, making the city fully self-funded for liability

City Manager McBroom thanked Ms. Aurzada and her team, noting that while other departments were directed to meet budget reduction targets, the City Attorney's Office did not have to comply, as they report directly to Council.

Mayor Hall stated that this was a preliminary discussion, and that the City Manager's recommended budget would be formally presented in July or August. He thanked Ms. Aurzada for the information.

21. Appointments to Boards and Commissions

City Clerk Leatherwood announced the following appointments:

- Commission on Disabilities: Martha Kyler and Todd Page were appointed, each for 3-year terms.
- Construction Trades Advisory and Appeals Board: David Powell was appointed for a 3-year term.
- Downtown Development Authority: Matthew Estrin, Matthew Horts, and Brian Seifried were appointed, each for 4-year terms.
- Human Relations Commission: Lisa Bernal was appointed for a 3-year term.
- Museum Board: Shan Craven was appointed for a 3-year term.
- Water and Sewer Board: Cheri Witt-Brown was appointed for a 5-year term.
- Youth Commission: Levi Aldridge and Phynix Stull were appointed, each for 2-year terms.

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

Councilmember DeBoutez moved to approve the motion. Councilmember Rudy seconded the motion. The motion passed 6-0 by a voice vote at 7:03 p.m. with Councilmember Olson absent.

23. Scheduling of Meetings, Other Events

City Manager McBroom explained that the June 23 Work Session had been cancelled due to councilmembers attending the Colorado Municipal League Conference. He also added that there is no meeting scheduled for June 30, as that was a 5th Tuesday.

24. Adjournment

With no further business to come before Council, Mayor Hall announced the meeting was adjourned at 7:04 p.m.

Approved:

Mayor

Attested:

City Clerk



Council Agenda Summary

July 21, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Resolution ratifying the appointment of Carmody Lee to serve as Region 4 Trustee on the High Plains Library District Board of Trustees for the remainder of the 4-year term

Summary:

The High Plains Library District Board of Trustees is comprised of seven trustee seats, one of which is currently vacant. The Trustee Selection Committee met on June 12, 2026, to interview candidates. The Committee voted by majority vote to recommend Carmody Lee for appointment to the High Plains Library District Board of Trustees, for the remainder of the 4-year term, which will end on December 31, 2026.

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:

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. 101, 2026

CITY OF GREELEY, COLORADO
RESOLUTION NO. 101, 2026

**RESOLUTION RATIFYING THE APPOINTMENT OF CARMODY LEE TO SERVE
AS REGION 4 TRUSTEE ON THE HIGH PLAINS LIBRARY DISTRICT BOARD OF
TRUSTEES FOR THE REMAINDER OF THE 4-YEAR TERM**

WHEREAS, the Board of Trustees of the City of Greeley, Colorado, pursuant to Colorado State Statutes governing statutory Towns and the Ordinances of the City of Greeley, is vested with the authority of administering the affairs of the City of Greeley, Colorado; and

WHEREAS, the High Plains Library District ("HPLD") has been created by action of eight 'Establishing Bodies', namely, the Town of Ault, the Town of Eaton, the City of Evans, the City of Fort Lupton, the City of Greeley, the Town of Hudson, the RE-8 School District Board of Education, the Weld County Board of County Commissioners, and all of the State of Colorado; and

WHEREAS, the High Plains Library District Board of Trustees is comprised of seven trustee seats, one of which is currently vacant; and

WHEREAS, C.R.S. § 24-90-108(2)(c), provides that the Establishing Bodies have authority to ratify trustees recommended for appointment to the High Plains Library Board of Trustees; and

WHEREAS, pursuant to that Joint Motion and Stipulation to Approve Settlement and Dismiss Remaining Claims entered into by the Establishing Bodies and ordered by the Court in Weld County District Court Case No. 2014 CV 30358, a trustee selection committee (the "Committee") met on June 12, 2026 to interview trustee candidates; and

WHEREAS, on June 12, 2026, the Committee voted by majority vote to recommend the following individual for appointment to the High Plains Library District Board of Trustees, for the term length specified below:

Region 4: Greeley, Evans, Garden City

Carmody Lee for the remainder of the 4-year term, which will end on December 31, 2026

WHEREAS, the above-named individual appears to be qualified to serve as a trustee on the High Plains Library District Board of Trustees and represent adequately the various interests within the High Plains Library District.

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

Section 1. That the appointment of: Carmody Lee to serve as Region 4 Trustee on the High Plains Library District Board of Trustees for the remainder of the 4-year term, which will end on December 31, 2026, is hereby ratified.

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

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

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor



Council Agenda Summary

July 21, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director, Adam Prior, Chief Engineer, Aaron Stines, Civil Engineer IV, Karen Reynolds, Stormwater Manager

Title:

Resolution authorizing the city to enter into a contract for professional services between the City of Greeley and ICON engineering for a comprehensive stormwater master plan focused on Greeley No 3 Ditch System

Summary:

The City of Greeley is seeking a proposal for a comprehensive stormwater master plan focused on the Greeley No. 3 Ditch system and its interaction with urban stormwater drainage infrastructure. While the ditch is operated and maintained by the Greeley Irrigation Company (GIC), it also receives and conveys urban runoff from the City. This dual use – agricultural irrigation and urban drainage – has contributed to flooding concerns during significant storm events in downtown and eastern Greeley.

This master planning effort was initiated and led by the City of Greeley's Public Works Department – Stormwater Division and is intended to evaluate conditions, identify vulnerabilities, and develop flood mitigation strategies associated with urban drainage that may impact or be impacted by the Greeley No. 3 Ditch. The planning effort will require coordination with GIC to ensure their infrastructure and operational concerns are understood and respected.

The purpose of the plan is not to assess GIC's irrigation system operations or to assign responsibility for flooding, but rather to collaboratively identify and assess existing conditions and infrastructure, reduce flood risks, develop feasible alternatives to mitigate flooding and improve resiliency in the surrounding community.

The objective of this study is to conduct a comprehensive analysis of the Greeley No. 3 Ditch system and its contributing upstream and downstream systems to assess flood risks and identify feasible alternatives for infrastructure and operational improvements to mitigate future flooding. The plan will provide data-driven recommendations for infrastructure enhancements, stormwater management strategies, and resilience measures to reduce flooding impacts. The insights gained from this study will guide future investments and support a more sustainable and flood-resilient community.

Fiscal Impact:

Negative Impact: One-time amount: \$420,270

- Is it budgeted? Yes
- If yes, what source and fund will be used? 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

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. 102, 2026 with Exhibit A
2. Greeley Storm Water No 3 Master Plan

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 102, 2026**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR
PROFESSIONAL SERVICES BETWEEN THE CITY OF GREELEY AND ICON
ENGINEERING FOR A COMPREHENSIVE STORMWATER MASTER PLAN**

WHEREAS, the City of Greeley (“City”) seeks a comprehensive stormwater master plan focused on the Greeley’s No 3 Ditch system for services including schedule coordination, meeting participation, progress tracking, data collection and model analysis; and

WHEREAS, the City has been working with ICON Engineering and the Greeley Irrigation Company to finalize the Scope of Work for the Greeley No.3 Masterplan; and

WHEREAS, the most qualified consultant was determined to be ICON Engineering, who submitted a proposal for the Services in the amount of \$415,175.00; and

WHEREAS, the City has funding available to support execution of a contract for the Services (“Contract”); and

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

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

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

Section 1. The City Council hereby authorizes the City to enter into a Contract with ICON Engineering in the amount of \$415,175.00, a copy of which is attached hereto and incorporated herein as Exhibit A

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

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

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

ATTEST:

THE CITY OF GREELEY, COLORADO

By:_____
City Clerk

By:_____
Mayor

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

GREELEY NO 3 DITCH STORMWATER MASTER PLAN

This Contract is made as of **July 17, 2026**, by and between the City of Greeley, Colorado, hereinafter referred to as the CITY, and **ICON ENGINEERING INC.** authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is **7000 S YOSEMITE ST STE 120, CENTENNIAL, CO 80112**.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of professional services for a comprehensive stormwater master plan. More specifically, the scope of services is attached and incorporated herein. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Public Works & Transportation Department to act as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services on or before **December 31, 2027**, in conjunction with the attached schedule.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **\$415,175**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. Upon request, the CONSULTANT shall provide detailed documentation supporting the amounts billed. Such documentation may include but is not limited to invoices, receipts, timesheet notes, and similar types of documentation. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.
- C. Payment Terms shall be **Net 30 Days** from the date of the CONSULTANT'S invoice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

ARTICLE 7 - SUB-CONSULTANT

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without a minimum of thirty (30) days prior written notice to the CITY or ten (10) days notice for cancellation due to non-payment. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, Professional Liability Insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- E. The CONSULTANT shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - COLORADO LAW

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

ARTICLE 15 - CONFLICT OF INTEREST

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

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

ARTICLE 16 - EXCUSABLE DELAYS

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

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

ARTICLE 17 - ARREARS

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

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or

purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

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

ARTICLE 22 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment and that CONSULTANT adheres to all federal, state and local anti-discrimination laws.

ARTICLE 23 - SURVIVAL

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

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

reputable manner.

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - AMENDMENTS AND MODIFICATION

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

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

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

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

ARTICLE 28 - ELECTRONIC SIGNATURES

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

ARTICLE 29 - FORCE MAJEURE

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

ARTICLE 30 - NOTICE

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

THE CITY OF GREELEY:

Public Works & Transportation/Stormwater
Aaron Stines
2835 W. 10th Street
Greeley, CO 80634
Email: aaron.stines@greeleygov.com
Phone: 970) 302-0461

CONSULTANT:

ICON Engineering Inc.
Craig Jacobson
7000 S. Yosemite St, Ste 120
Centennial, CO 80112
Email: cjacobson@iconeng.com
Phone: (303) 221-0802

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

THE CITY OF GREELEY
Approved as to Substance

CONSULTANT:

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

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

THE CITY OF GREELEY
Approved as to Legal Form

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

THE CITY OF GREELEY
Certification of Contract Funds Availability

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



March 17, 2025 *revised July 6, 2026*

Aaron Stines
City of Greeley
Via email: aaron.stines@greeleygov.com

RE: Greeley No. 3 Ditch Stormwater Master Plan

Dear Aaron Stines,

Thank you for giving us the opportunity to provide a scope of work for the Greeley's No 3 Ditch Master Plan.

The following information was provided by the City on the purpose and goals of the plan:

The City of Greeley is seeking a proposal for a comprehensive stormwater master plan focused on the Greeley No. 3 Ditch system and its interaction with urban stormwater drainage infrastructure. While the ditch is operated and maintained by the Greeley Irrigation Company (GIC), it also receives and conveys urban runoff from the City. This dual use – agricultural irrigation and urban drainage – has contributed to flooding concerns during significant storm events in downtown and eastern Greeley.

This master planning effort was initiated and led by the City of Greeley's Public Works Department – Stormwater Division and is intended to evaluate conditions, identify vulnerabilities, and develop flood mitigation strategies associated with urban drainage that may impact or be impacted by the Greeley No. 3 Ditch. The planning effort will require coordination with GIC to ensure their infrastructure and operational concerns are understood and respected.

The purpose of the plan is not to assess GIC's irrigation system operations or to assign responsibility for flooding, but rather to collaboratively identify and assess existing conditions and infrastructure, reduce flood risks, develop feasible alternatives to mitigate flooding and improve resiliency in the surrounding community.

The objective of this study is to conduct a comprehensive analysis of the Greeley No. 3 Ditch system and its contributing upstream and downstream systems to assess flood risks and identify feasible alternatives for infrastructure and operational improvements to mitigate future flooding. The plan will provide data-driven recommendations for infrastructure enhancements, stormwater management strategies, and resilience measures to reduce flooding impacts. The insights gained from this study will guide future investments and support a more sustainable and flood-resilient community.

1.0 PROJECT MANAGEMENT

1.1 Project Management and Administration

ICON will provide project support through the duration of the contract. This task is for project management, weekly updates and project coordination. This task includes time to manage subconsultants, monitor budget, update schedule and to prepare invoices and project reporting.

1.2 Project Meetings

There will be bi-weekly meetings with City staff and the GIC as applicable. These meetings will be virtual. In-person meetings will be held when necessary. In-person meetings are most effective for complex or sensitive discussions, high-stakes decision-making, and situations where trust-building is essential. They are also

valuable when visual or hands-on interaction is needed, such as reviewing physical plans or conducting workshops, and when immediate feedback is critical for problem-solving.

GIC and the GIC Consultant will be invited to the bi-weekly meetings.

1.3 GIC and GIC Consultant Coordination

Project progress will be shared with the GIC and GIC Consultant. A SharePoint site will be set up to assist in data sharing. This task is to document coordination with the GIC and the GIC consultant. ICON will reach out to the GIC and GIC consultant with questions as required to assist in the modeling and development of alternatives. The GIC and the GIC consultant will be provided the opportunity to review the data, hydraulic modeling created by the project team, and will assist in the development of the alternatives.

1.4 Additional Stakeholder Coordination

The project will hold up to two meetings with project stakeholders. The purpose of the meetings will be to present information and to gather input from the stakeholders on the alternatives. Stake holders will be determined throughout the progress of the project and as alternatives are analyzed and reviewed.

2.0 DATA COLLECTION

2.1 Topographic Data Collection

Topographic data has been obtained prior to the active 2026 irrigation season on the canal in order to accurately analyze the canal's capacity and determine flooding issues. Due to the length of the canal and proximity to the houses and backyards, Willson Engineering obtained Lidar of the canal from the Clarkson spillway to downstream of US85 to the Jackson Speillway, north around the East Memorial Natural Area and east to the confluence with the Patterson Channel. Ground survey was obtained at spill locations, street crossings, inlet locations and diversion structures.

This task is for ICON to incorporate the survey and Lidar data previously obtained for the project with Wilson and to prep it for use on the project.

2.2 Compile data

To develop an accurate and reliable hydraulic model for the canal and surrounding areas, the following steps will be undertaken:

- 1. Data Acquisition and Integration**

For areas outside the canal limits, the most current LiDAR data will be downloaded and incorporated into the model to ensure precise topographic representation. This high-resolution elevation data will serve as the foundation for defining terrain characteristics and flow paths.

- 2. Coordination with GIC**

ICON will engage with the GIC to obtain detailed information on canal operation protocols, including flow management practices, seasonal variations, and emergency procedures. These operational details are critical for simulating real-world conditions within the model.

- 3. Historical Flooding**

ICON will obtain historical flooding information for No. 3 Canal from GIC, with particular emphasis on spill locations, capacity-constrained areas, and documented flood incidents. This information will be used to calibrate the hydraulic model and improve its ability to accurately represent observed system performance under a range of conditions. The data is expected to be primarily qualitative and will

serve as a reference for validating the model by comparing simulated results with known historical flooding patterns and events.

4. Review of Existing Studies

Previous studies of the ditch will be collected and thoroughly reviewed to identify historical assumptions, methodologies, and key findings. Building on this existing work will help refine the current modeling approach, maintain consistency with previous analyses, and avoid duplication of effort.

GIC has also completed a more recent HEC-RAS model of the ditch, which will be obtained and incorporated into the project where applicable. Depending on the quality and completeness of the available model data, the scope of Task 3.0 may be reduced, potentially resulting in a corresponding reduction in effort and budget utilization. It is assumed that the existing model is a 1D HEC-RAS model and, therefore, may provide limited additional geometric information beyond the survey data already collected by Wilson. However, the model is expected to include operational assumptions, hydraulic parameters, and modeling methodologies that should be evaluated and, where appropriate, carried forward into ICON's 2D hydraulic modeling effort.

5. Site visits

Site visits will be conducted to gather firsthand observations and verify existing conditions along the canal and surrounding areas. These visits will allow the project team to assess physical features, identify potential constraints, and validate data obtained from LiDAR and previous studies. Field observations will also help confirm spill locations, capacity limitations, and areas prone to flooding, ensuring that the hydraulic model reflects real-world conditions. This on-the-ground perspective is essential for improving model accuracy and supporting informed decision-making throughout the project. Accesses on and/or along the GIS will be communicated and coordinated accordingly if not publicly accessible.

3.0 HYDROLOGIC AND HYDRAULIC ANALYSIS

3.1 Hydrologic Model

The EPA SWMM model developed for the Downtown study will serve as the foundation for this analysis. The existing model is divided into two sections: upstream and downstream of the canal. Inflow locations into the canal will be verified, and any necessary modifications will be implemented. These inflows will then be incorporated into the HEC-RAS model for the project as inflow hydrographs.

Model outputs from EPA SWMM will be generated for the 2-, 5-, 10-, 25-, 50-, and 100-year storm events. This analysis will provide a detailed understanding of ditch performance and help identify the threshold at which spill events begin to occur. A 25-year hyetograph will be created for this analysis.

3.2 Hydraulic Model

A two-dimensional HEC-RAS model will be developed to simulate hydraulic conditions within the canal system. The model domain will begin at the Clarkson Spillway and extend downstream just east of US 85, encompassing critical areas where flow behavior and potential spill locations must be analyzed. Model geometry will be constructed using high-resolution LiDAR data and detailed survey information collected for this project. For areas outside the surveyed limits, the most current available LiDAR data will be incorporated to ensure complete coverage and accurate terrain representation.

The primary objective of this model is to evaluate canal performance under varying storm conditions and identify spill pathways through the Downtown area. The model will be configured to capture flow dynamics,

including overtopping and lateral spill events, which are essential for assessing flood risk and informing mitigation strategies.

Simulations will be performed for the 2-, 5-, 10-, 25-, 50-, and 100-year design storm events. These scenarios will provide insight into system capacity, identify critical thresholds for spill occurrences and locations, and support calibration efforts using historical flood data. The results will be used to refine the overall hydraulic analysis and guide recommendations for infrastructure improvements and flood management.

Irrigation flows will also be incorporated into the model to establish a baseline operating condition for the canal. This step is critical for identifying potential issues under normal flow conditions before introducing stormwater scenarios. The model will be run under two assumptions: (1) canal flows are present during the flood event, and (2) a dry starting condition with no irrigation flows. Comparing these scenarios will provide insight into how irrigation operations influence flood behavior and help refine system performance evaluations.

The Clarkson Diversion will be incorporated into the 2D hydraulic model. The diversion structure will be represented using survey data provided by Wilson, with operational parameters and control rules incorporated based on information supplied by GIC. Publicly available LiDAR data will be used to assess the ditch corridor and evaluate, at a planning-level, the potential hydraulic impacts of diverting water into the ditch. The analysis will provide a high-level understanding of flow distribution, conveyance capacity, and potential flooding implications associated with diversion operations.

3.3 Model Calibration

Using the survey data LiDAR data, operational protocols, and historical flood records, the canal model will be calibrated to replicate past events and operational scenarios. This calibration process will enhance the model's predictive accuracy and reliability for future planning and risk assessment. Calibration will be conducted using field measurements collected at crossings throughout the study reach under a range of flow releases from the GIC.

3.4 Flood Maps

Flood maps will be created for the range of events modeled in task 3.2.

4.0 ALTERNATIVES DEVELOPMENT

Alternative development will be coordinated with the City of Greely and GIC and GIC consultant.

4.1 Alternative 1: Current Masterplan Adjustments

The existing masterplan includes measures to mitigate flooding for the 10-year storm event. Under this alternative, the plan will be modified to accommodate the 100-year flood event. Overtopping flows associated with the 100-year event will be captured at the spill locations identified in the modeling and conveyed through the proposed downstream Masterplan storm drainage systems. All of the spills identified in the existing conditions model will be evaluated. These downstream systems will be conceptually designed to handle the additional overtopping flows effectively. The conceptual designs will focus on the plan view and concept of the alternative. Plan and profiles of the storm drainage system will not be created.

Deliverables for Alternative 1:

- Masterplan EPA SWMM model revised with the proposed improvements and revised existing spills

- Exhibit summarizing the spill locations and the master plan outfall and how they will be modified to accommodate the spills
- Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).

4.2 Alternative 2: Detention Storage along the No 3 Canal

This alternative involves evaluating opportunities for detention storage adjacent to or near the canal. The analysis will identify suitable land areas for creating offline detention ponds. Side spill weirs or pipe outflows will be conceptually designed to divert excess water from the canal into these ponds. The ponds will temporarily store stormwater and discharge it back into the canal or into downstream masterplan pipes at controlled rates. Adjustments to the downstream system will be proposed as necessary to accommodate these outfalls. All outfall designs will be developed to a conceptual level. The conceptual designs will focus on the plan view and concept of the alternative. Plan and profiles of the storm drainage system will not be created.

Deliverables for Alternative 2:

- Hydraulic model analyzing the potential proposed spill locations
- Revised EPA SWMM model with a conceptual design of the proposed ponds and Master Plan outfall adjustments.
- Exhibit summarizing the proposed pond locations evaluated and resulting outfall adjustments and revised spill quantities and locations along the ditch
- Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).

4.3 Alternative 3: Detention and Improvements West of the Ditch

This alternative focuses on improvements and creation to the upstream drainage system. The upstream area consists of the area west of the ditch that drains into the ditch. Potential enhancements may include additional storm drainage infrastructure and detention ponds located further upstream within the basins. These improvements will be focused on land that is available for purchase or undeveloped or minimally developed areas. These improvements aim to reduce peak flows entering the canal system which in turn will reduce the spills out of the ditch. All proposed upstream measures will be developed to a conceptual design level. The conceptual designs will focus on the plan view and concept of the alternative. Plan and profiles of the storm drainage system will not be created.

Deliverables for Alternative 3:

- Hydraulic model analyzing the reduction in flow from upstream improvements
- Revised EPA SWMM model with the conceptual design of the proposed upstream improvements and resulting master plan improvements
- Exhibit summarizing the proposed upstream improvements and resulting spill locations spill quantities
- Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).

4.4 Alternative 4: Redevelopment of sections of the Canal

This alternative explores repurposing the existing canal corridor into a greenway that provides both recreational amenities and enhanced flood management capabilities. Adjacent land areas will be regraded and reconfigured, as needed, to create sufficient stormwater conveyance capacity while maintaining safe downstream flow paths. The concept will integrate flood mitigation with community-focused amenities, promoting multifunctional land use and improving the overall corridor experience.

The conceptual design effort will focus on developing plan-view layouts and illustrating the overall vision and functionality of the alternative. Detailed storm drainage design, including plan-and-profile drawings, will not be included as part of this effort.

Implementation of this alternative may require the acquisition of property beyond the existing 25-foot right-of-way. The concept will emphasize increasing canal conveyance capacity to reduce spill occurrences and flood risk while establishing a continuous greenway corridor that provides recreational and aesthetic benefits to the surrounding community.

Deliverables for Alternative 4:

- Hydraulic model analyzing the proposed ditch to ensure that the spills are contained
- Exhibit summarizing the proposed ditch improvements and highlighting the land that is required to be purchased.
- Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).

4.5 Alternative 5: Ditch conveyance

This alternative proposes converting the existing ditch into a dual-purpose conveyance system. Irrigation flows would be routed through an underground pipe, while stormwater would be conveyed above ground via a swale. This separation ensures efficient stormwater collection while maintaining irrigation functionality. Diversion points along the study reach will be conceptually designed to direct flows into downstream masterplan systems. The downstream system will also be conceptually designed to accommodate these diversions. The conceptual designs will focus on the plan view and concept of the alternative. Plan and profiles of the storm drainage system will not be created.

Deliverables for Alternative 5:

- Hydraulic model analyzing the proposed ditch to ensure that the spills are contained or collected by the proposed master plan improvements
- Exhibit summarizing the proposed ditch improvements and any master plan improvements required
- Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).

4.6 Alternative 6: Jackson Spillway Modifications

This alternative involves increasing the discharge capacity of the Jackson spillway to lower tailwater levels in the ditch, thereby improving upstream storage and conveyance capacity. This will require analysis of downstream impacts to the overflow channel to the Patterson ditch.

Deliverables for Alternative 6:

- Hydraulic model analyzing the proposed ditch
- Revised EPA SWMM model with the reduced spills from the ditch and resulting masterplan improvements required
- Exhibit summarizing the spill reductions and any master plan improvements required
- Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).

4.7 LID Opportunities, Green Infrastructure and Nature-Based Solutions

The canal corridor will be evaluated for opportunities to incorporate Low Impact Development (LID) practices, green infrastructure, and nature-based solutions that enhance both water quality and overall watershed resilience. Potential features will include stormwater treatment measures that reduce pollutant loads, promote infiltration, and improve ecological function.

As part of the alternatives analysis, each concept will be reviewed to identify feasible modifications that integrate these sustainable design elements while maintaining the intended flood conveyance and operational objectives. Opportunities to provide additional environmental benefits, improve corridor aesthetics, enhance habitat value, and support long-term maintenance and sustainability goals will also be considered. Recommendations will be incorporated where practical to maximize the multifunctional benefits of the canal corridor and support a more resilient and environmentally responsible design.

Deliverables for Water Quality enhancement:

- Exhibits containing the water quality opportunities per alternative.
- Conceptual level volume calculations on the amount of water treated with each recommendation.
- Summary of the proposed water quality improvements in an alternatives memo (summarized in sections below).

4.8 Land Acquisition

Each alternative will identify the parcels and easements required for implementation. Detailed parcel-level mapping, based on GIS data, will be provided along with current ownership information to support decision-making. This information will be presented in the exhibits provided for each alternative.

4.9 Cost Estimates

An Engineer's Opinion on Construction Costs will be created for each of the alternatives. Costs will be determined from recent projects as well as through the CDOT and Mile High Flood District cost data available.

Deliverables:

- Engineer's Opinion on Construction Costs will be created for each of the alternatives

5.0 RECOMMENDATION AND IMPLEMENTATION STRATEGY

5.1 Decision Making Matrix

A decision making matrix will be created to help compare the multiple alternatives against defined criteria. Decision making matrixes reduce bias by applying consistent scoring, simplifies choices by breaking them into manageable parts, and fosters collaboration by providing a clear framework for discussion. Each alternative will be broken into several key components of the alternative to determine which pieces shall be progressed to the selected plan.

Deliverables:

- Decision making matrix

5.1 Selected Alternative

The selected alternative will most likely result in a combination of portions of several of the alternatives. This task is to create the selected alternative based on the results of the decision-making process. The hydraulic model will be updated.

Deliverables for Selected Alternative:

- Hydraulic model analyzing the proposed solution
- EPA SWMM model analyzing the proposed solution and how the downstream Master plan improvements will convey the residual ditch spills.
- Exhibit summarizing the proposed ditch improvements and any master plan improvements required and residual ditch spill quantities and locations.
- Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).

5.2 Benefit Cost Analysis

A high-level benefit-cost analysis will be conducted for the selected alternative to ensure its economic feasibility and alignment with project goals. This analysis will leverage data and methodologies previously developed for the 12th Street BCA, providing consistency and efficiency in evaluating costs versus anticipated benefits.

Deliverables:

- High level BCA analysis
- Summary report of findings

5.3 Phase Implementation Plan

A comprehensive phased implementation plan will be prepared to assist the City in organizing, scheduling, and prioritizing projects. This plan will outline logical sequencing, resource allocation, and timelines to support effective execution and minimize disruptions.

Deliverables:

- Implementation Plan

5.4 Funding Sources

Potential funding sources will be identified, reviewed, and analyzed to determine the most viable options for financing the proposed projects. A strategic funding plan will be developed, detailing which sources can be pursued and how they align with project phases and objectives.

Deliverables:

- Summary of funding sources available

6.0 DOUMENTATION

6.1 Comprehensive Master Plan Report

A comprehensive report will be prepared to summarize the results of the analysis. This report will be provided to the City of Greeley and will be shared with the GIC. The report will include the following sections:

- **Executive Summary** – A high-level overview of the study purpose, key findings, and recommended improvements.
- **Introduction** – Project background and objectives; scope of work; overview of the Greeley No. 3 Ditch system and study area.

- **Existing Conditions Analysis** – Inventory of current infrastructure and facilities; hydrologic and hydraulic (H & H) analysis of existing system performance; identification of known issues; summary of previous studies and stakeholder input.
- **Regulatory and GIC Coordination** – Summary of meetings and coordination with the Greeley No. 3 Ditch Company, city departments and the GIC and GIC consultant.
- **Alternatives Analysis** – Description and evaluation of multiple improvements alternatives; cost-benefit considerations; environmental and operational impacts; and screening methodology and selection criteria. The decision matrix provided in Task 5.1 will be included in the report.
- **Recommended Improvements** – Description of preferred alternatives; conceptual designs or planning-level layouts with cost estimates; operation and maintenance considerations; and prioritizing solutions.
- **Appendices** – Technical data and modeling results; meeting summaries and public comments; maps, figures and detailed concepts. The appendix will contain the hydraulic models used for the project.
- **Guidance for Future Development and Construction** – Recommendations for how future development within the study area should address drainage, floodplain impacts, and ditch crossings; suggested design criteria or standards for new infrastructure near or affecting the No. 3 Ditch, considerations for easements, setbacks, and access for maintenance; and integration with the City's stormwater management goals and development review process.

6.2 Floodplain Mapping

A residual floodplain map will be developed to illustrate areas that remain at risk under the selected plan. This mapping will provide a clear visual representation of residual flood hazards.

Deliverables:

- Floodplain mapping of selected plan

6.3 State Accessibility WCAG 2.1 AA Standards Documentation

All final deliverables/documents will comply with state accessibility guidelines (WCAG 2.1 AA Standards). This includes:

1. Applying proper document structure (headings, lists, table headers, meaningful link text)
2. Ensuring correct reading order and tagged PDF output
3. Verifying sufficient color contrast and avoiding reliance on color alone
4. Adding alt text or equivalent descriptions for images and charts
5. Using accessible tables and form fields, if applicable
6. Conducting a final review for WCAG 2.1 AA / Section 508 issues

This task includes a QA/QC and adjustments to all documentation to ensure that they meet the state accessibility guidelines.

6.4 Web Portal

From ICON's experience, we have found GIS dashboards very effective in communicating complicated technical information to decision-makers and the public. Using ESRI Experience Builder, ICON will build an interactive web-based dashboard to present the results of the Alternatives Analysis and Master Plan. This dashboard will summarize the master plan results in a visual and interactive format to help with the understanding and comparisons of the technical analysis and expected outcomes. The web portal will be hosted by ICON, with a link available to the City and GIC.

Dashboard examples are shown below.

- North Greeley & Downtown MP <https://www.iconeng.com/maps/greeley/ngd-update/#13/40.4200/-104.7050>
- Highline Canal Master Plan <https://experience.arcgis.com/experience/7e3a250b634546e28de9a75a73221202>
- Wellington Stormwater Master Plan <https://www.iconeng.com/maps/wellingtonswmp/#15.68/40.6960/-105.0020>



Deliverables

The following deliverables will be provided:

- Topographic data collected by Wilson
- Existing Conditions Hydraulic Model
- Existing Conditions Spill locations and amount during 2-, 5-, 10-, 25-, 50-, and 100-year storm events
- For each alternative:
 - Alternative 1:
 - Masterplan EPA SWMM model revised with the proposed improvements and revised existing spills
 - Exhibit summarizing the spill locations and the master plan outfall and how they will be modified to accommodate the spills
 - Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).
 - Alternative 2:
 - Hydraulic model analyzing the potential proposed spill locations

- Revised EPA SWMM model with a conceptual design of the proposed ponds and Master Plan outfall adjustments.
 - Exhibit summarizing the proposed pond locations evaluated and resulting outfall adjustments and revised spill quantities and locations along the ditch
 - Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).
- Alternative 3:
 - Hydraulic model analyzing the reduction in flow from upstream improvements
 - Revised EPA SWMM model with the conceptual design of the proposed upstream improvements and resulting master plan improvements
 - Exhibit summarizing the proposed upstream improvements and resulting spill locations spill quantities
 - Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).
- Alternative 4:
 - Hydraulic model analyzing the proposed ditch to ensure that the spills are contained
 - Exhibit summarizing the proposed ditch improvements and highlighting the land that is required to be purchased.
 - Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).
- Alternative 5
 - Hydraulic model analyzing the proposed ditch to ensure that the spills are contained or collected by the proposed master plan improvements
 - Exhibit summarizing the proposed ditch improvements and any master plan improvements required
 - Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).
- Alternative 6:
 - Hydraulic model analyzing the proposed ditch
 - Revised EPA SWMM model with the reduced spills from the ditch and resulting masterplan improvements required
 - Exhibit summarizing the spill reductions and any master plan improvements required
 - Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).
- Water Quality enhancement:
 - Exhibits containing the water quality opportunities per alternative.
 - Conceptual level volume calculations on the amount of water treated with each recommendation.
 - Summary of the proposed water quality improvements in an alternatives memo (summarized in sections below).
- An Engineer's Opinion on Construction Costs will be created for each of the alternatives.
- Decision Making Matrix
- Selected Alternative:
 - Hydraulic model analyzing the proposed solution
 - EPA SWMM model analyzing the proposed solution and how the downstream Master plan improvements will convey the residual ditch spills.
 - Exhibit summarizing the proposed ditch improvements and any master plan improvements required and residual ditch spill quantities and locations.
 - Summary of modeling and proposed improvements in an alternatives memo (summarized in sections below).

- Benefit Cost Analysis:
 - High level BCA analysis
 - Summary report of findings
- Implementation Plan
- Summary of funding sources available
- Comprehensive Master Plan Report with Appendix
- Floodplain Mapping of Selected Plan
- Web Portal

SCHEDULE

The following schedule is estimated for the completion of the study:

Task	Duration	Total Time
Data Compilation	3 weeks	3 weeks
Hydrologic Model (EX Conditions)	1 weeks	1 month
Hydraulic Model (EX Conditions) and mapping	3 months	4 months
Alternative Development	4 months	8 months
Recommendation and Implementation Strategy	1 month	9 months
Documentation	3 weeks	10 months

FEE

The consultant will complete the Scope of Services for a total fee of \$415,175.

Thank you again for the opportunity to assist COG with this project. Please contact me with any questions about this proposal.

Sincerely,



Jaclyn Michaelsen, PE
Project Manager
ICON Engineering, Inc.

jmichaelsen@iconeng.com
(970) 310-1547



Craig Jacobson, PE
Principal in Charge
ICON Engineering, Inc.

cjacobson@iconeng.com
(303) 221-0802

PROJECT: Greeley No 3 Ditch Master Plan

CLIENT: City of Greeley



PREPARED BY: JYM CHECKED BY: CJ DATE: 3/17/2026 updated 04/29/2026		Jackie	Elizabeth	Grant	CJ	Cassie	Rob				Subconsultants			
		Senior Project Manager II	Project Manager I	Design Engineer IV	Design Engineer III	CAD Technician	GIS Developer	Office Manager	ICON Misc. Direct Costs		ICON Total Services		Subconsultant Total Services	Total Services
		\$215 Hours	\$195 Hours	\$175 Hours	\$160 Hours	\$120 Hours	\$185 Hours	\$80 Hours			Valerian			
DESCRIPTION														
Task 1	Project Management										\$ 30,765		\$ 3,900	\$ 34,665
1.1	Project Management and Administration	2.0	40.0								\$ 8,230	\$ 3,900	\$ 3,900	\$ 12,130
1.2	Project Meetings	36.0	36.0						\$1,500		\$ 16,260		\$ -	\$ 16,260
1.3	GIC and GIC Consultant Coordination	2.0	13.0								\$ 2,965		\$ -	\$ 2,965
1.4	Additional Stakeholder Coordination	4.0	10.0						\$500		\$ 3,310		\$ -	\$ 3,310
											\$ -		\$ -	\$ -
Task 2	Data Collection										\$ 29,220		\$ -	\$ 29,220
2.1	Topographic Data Collection		2.0	12.0							\$ 2,490		\$ -	\$ 2,490
2.2	Compile Data			8.0			4.0				\$ 2,140		\$ -	\$ 2,140
2.2.1	Data Acquisition and Integration		4.0	12.0	12.0						\$ 4,800		\$ -	\$ 4,800
2.2.2	Coordination with GIC	2.0	8.0	8.0							\$ 3,390		\$ -	\$ 3,390
2.2.3	Historical Flooding		2.0	4.0	8.0						\$ 2,370		\$ -	\$ 2,370
2.2.4	Review Existing Studies		6.0	8.0							\$ 2,570		\$ -	\$ 2,570
2.2.5	Site Visits	12.0	24.0	24.0							\$ 11,460		\$ -	\$ 11,460
											\$ -			\$ -
Task 3	Hydrologic and Hydraulic Analysis										\$ 93,135		\$ 5,530	\$ 98,665
3.1	Hydrologic Model	4.0	35.0		60.0						\$ 17,285	\$ 5,530	\$ 5,530	\$ 22,815
3.2	Hydraulic Model		40.0	160.0	60.0	12.0					\$ 46,840		\$ -	\$ 46,840
3.3	Model Calibration		10.0	24.0							\$ 6,150		\$ -	\$ 6,150
3.4	Flood Maps		4.0	20.0		60.0					\$ 11,480		\$ -	\$ 11,480
3.5	Model Troubleshooting		16.0	24.0							\$ 7,320		\$ -	\$ 7,320
3.6	QA/QC	8.0	12.0								\$ 4,060		\$ -	\$ 4,060
											\$ -		\$ -	\$ -
Task 4	Alternatives Development										\$ 134,255		\$ 22,080	\$ 156,335
4.1	Alternative 1: Current Masterplan Adjustments	1.0	8.0	32.0	56.0	8.0					\$ 17,295	\$ 3,680	\$ 3,680	\$ 20,975
4.2	Alternative 2: Detention Storage along the GIC	1.0	8.0	32.0	56.0	8.0					\$ 17,295	\$ 3,680	\$ 3,680	\$ 20,975
4.3	Alternative 3: Upstream Detention and Improvements	1.0	8.0	32.0	56.0	8.0					\$ 17,295	\$ 3,680	\$ 3,680	\$ 20,975
4.4	Alternative 4: Redevelopment of the canal	1.0	8.0	32.0	56.0	8.0					\$ 17,295	\$ 3,680	\$ 3,680	\$ 20,975
4.5	Alternative 5: Ditch Conveyance	1.0	8.0	32.0	56.0	8.0					\$ 17,295	\$ 3,680	\$ 3,680	\$ 20,975
4.6	Alternative 6: Jackson Spillway Modifications	1.0	16.0	60.0	56.0	8.0					\$ 23,755	\$ 3,680	\$ 3,680	\$ 27,435
4.7	LID Opportunities, Green Infrastructure and Nature-Based Solutions	1.0	8.0	40.0		8.0					\$ 9,735		\$ -	\$ 9,735
4.8	Land Acquisition	1.0	8.0	12.0			24.0				\$ 8,315		\$ -	\$ 8,315
4.5	Cost Estimate	1.0	8.0	24.0							\$ 5,975		\$ -	\$ 5,975
											\$ -		\$ -	\$ -
Task 5	Recommendation and Implementation Strategy										\$ 55,420		\$ -	\$ 55,420
5.1	Decision Making Matrix	2.0	8.0	2.0							\$ 2,340		\$ -	\$ 2,340
5.2	Selected Alternative	2.0	8.0	30.0	30.0	12.0					\$ 13,480		\$ -	\$ 13,480
5.3	Benefit Cost Analysis	12.0		60.0			60.0				\$ 24,180		\$ -	\$ 24,180
5.4	Phase Implementation Plan		12.0	20.0	16.0		16.0				\$ 11,360		\$ -	\$ 11,360
5.5	Funding Sources	8.0	12.0								\$ 4,060		\$ -	\$ 4,060
											\$ -		\$ -	\$ -
Task 6	Documentation										\$ 40,870		\$ -	\$ 40,870
6.1	Comprehensive Master Plan Report		40.0	32.0		24.0					\$ 16,280		\$ -	\$ 16,280
6.2	Floodplain Mapping			12.0		36.0					\$ 6,420		\$ -	\$ 6,420
6.3	Web Portal						40.0				\$ 7,400		\$ -	\$ 7,400
6.4	State Accessibility WCAG 2.1 AA Standards Documentation	2.0	8.0	8.0	8.0	20.0	20.0				\$ 10,770			\$ 10,770
											\$ -		\$ -	\$ -
Total Hours		105.0	430.0	764.0	530.0	220.0	164.0	0.0						
Total Fees		\$22,575	\$83,850	\$133,700	\$84,800	\$26,400	\$30,340	\$0	\$2,000		\$ 383,665	\$ 31,510	\$ 31,510	\$ 415,175

No 3 Master Plan Evaluation



Project Role/Area of Expertise		Valerian LLC				Hours	Labor
		Project Designer 1	Associate 1	Associate Principal	Principal		
Task 1: Project Management and Meetings							
1	NTP/Kickoff Meeting		2		2	4	\$550.00
2	Design Team Coordination Meetings (12)					0	\$0.00
3	Attend bi-weekly PMT meetings (20)					0	\$0.00
4	Project Coordination		12		12	24	\$3,300.00
Total Hours for Task 1		0.0	14.0	0.0	14.0	28	
Total Fee for Task 1		\$0.00	\$1,610.00	\$0.00	\$2,240.00		\$3,850.00

Estimated Expenses \$50.00

TOTAL FOR TASK 1	\$3,900.00
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Task 2: Documentation						Hours	Labor
1	Existing Conditions Map	30			8	38	\$4,280.00
2	Alternative 1 Planview Graphic	24			8	32	\$3,680.00
3	Alternative 2 Planview Graphic	24			8	32	\$3,680.00
4	Alternative 3 Planview Graphic	24			8	32	\$3,680.00
5	Alternative 4 Planview Graphic	24			8	32	\$3,680.00
6	Alternative 5 Planview Graphic	24			8	32	\$3,680.00
7	Alternative 6 Planview Graphic	24			8	32	\$3,680.00
Total Hours for Task 2		174.0	0.0	0.0	56.0	230	
Total Fee for Task 2		\$17,400.00	\$0.00	\$0.00	\$8,960.00		\$26,360.00

Estimated Expenses \$1,250.00

TOTAL FOR TASK 2	\$27,610.00
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Project Total	\$31,510.00
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Council Agenda Summary

July 21, 2026

Key Staff Contact: Leah Hubbard, Deputy Director Water Resources

Title:

Resolution authorizing the City to enter into a contract for Professional Consulting Services between the City of Greeley and Martin and Wood consultants in the area of Water Resources Engineering

Summary:

Martin and Wood Water Consultants (M&W) worked for Greeley for over a decade providing niche water resource engineering professional services for Water Court proceedings and other water rights engineering tasks. Greeley has utilized a master service agreement in the past with annual or project-specific purchase orders.

Periodically, Water & Sewer's Water Resources project management and water supply administration staff coordinate with the procurement office on new purchase orders as necessary. Since the M&W consultant's engineering firm is a routine and essential element of Greeley Water's Water Court, Legal and Engineering workflow, the Water and Sewer Department and procurement staff recommend this change to the M&W professional services agreement. The agreement will improve project tracking, consultant responsiveness to unexpected water court filings, and assurance that Greeley's water rights portfolio is protected with essential water resource engineering that brings extensive system insights, institutional knowledge and a proven track record of protection.

Agreement previously went to council, but the Master Water Resources Engineering Service Contract was not included in the packet.

Fiscal Impact:

No Impact: This is simply a change in the agreement structure between Greeley and Martin and Wood.

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

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. 103, 2026 with Exhibit A

CITY OF GREELEY, COLORADO
RESOLUTION NO. 103, 2026

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF GREELEY AND MARTIN AND WOOD WATER CONSULTANTS IN THE AREA OF WATER RESOURCES ENGINEERING

WHEREAS, the City seeks assistance with water resources engineering services to, without limitation, support Greeley's efforts to develop and protect its water rights portfolio in water court and in other associated contexts ("Services"); and

WHEREAS, Martin and Wood Water Consultants has developed a comprehensive understanding of the City's water rights portfolio through years of providing water resources services to the City; and

WHEREAS, the most qualified consultant for the Services was determined to be Martin and Wood Water Engineers, who submitted a proposal for the Services in an annual amount not to exceed \$300,000; and

WHEREAS, the City has funding available to support execution of a contract for the Services ("Contract"); and

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

WHEREAS, it is in the best interest of the citizens of the City to execute a Contract for the Services with Martin and Wood.

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

Section 1. The City Council hereby authorizes the City to enter into a Contract with Martin and Wood Water Engineers in the annual amount not to exceed \$300,000 except as otherwise allowed pursuant to the Contract, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

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

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

THE CITY OF GREELEY, COLORADO

By _____
Mayor

[CITY SEAL]

Attest:

By _____
City Clerk

**EXHIBIT A
RESOLUTION NO. 103, 2026
CITY OF GREELEY**

[insert a copy of the proposed Contract in the following pages]

CONTRACT APPROVAL FORM Charter Sec 5-3(b)

Did you complete the attached Contractor/Employee Worksheet? ☒ YES ☐ NO

If the duties/services described in this form appear to be that of an employee, the Human Resources Department will review the information and assess if this person should be a Part-Time employee instead of an Independent Contractor.

FROM: Brian Von Seggern

DATE: May 14, 2026

CONTACT INFORMATION

CONTRACTOR: Martin and Wood Water Consultants, Inc

CONTACT PERSON: Michelle Johnson

EMAIL: mjohnson@martinandwood.com

ADDRESS: 350 Indiana Street, Suite 200

CITY: Golden

STATE: CO

ZIP: 80401

PHONE: 303-526-2600

GOOD / SERVICE / COMMODITY

- ☐ CIP ☒ Consulting / Professional Services* ☐ Economic Development ☐ Equipment / Vehicles ☐ Goods ☐ Grants / IGA
- ☐ Health Care ☐ Insurance (premiums / claims) ☐ Repairs & Maintenance ☐ Supplies / Commodity ☐ Other Services
- ☐ Trade Services ☐ Property Tax ☐ Technology (hardware/software/SaaS) ☐ Utilities

* Consulting / Professional Services \$200,000 or greater require Council approval

CONTRACT TERMS / FUNDING SOURCE(S)

PROJECT MANAGER: Brian Von Seggern

Individual responsible for monitoring the contract & performance measures

Is this a new contract or an amendment / revision to an existing contract?

New: ☒ Revision/Amendment: ☐

* NEW Contracts require the Scope of Service / Work to be attached to this form.

Revise amount: ☐ YES ☐ NO If YES - Add or Decrease by: \$

Revise term: ☐ YES ☐ NO If YES - Extend Term to:

Revised scope: ☐ YES ☐ NO If YES, please attach scope of work

Is this contract funded by federal, state or grant money? ☐ YES ☒ NO

If YES – attach SAM.gov verification, AND provide Grant Name and Award #:

TOTAL AMOUNT: 300,000

COA: 421-8700-87001-7435

START DATE: 6/1/2026

END DATE: NA

FUNDING SOURCE: Write full sentences that explain where the appropriation (if applicable) and offsetting revenue can be found in the budget; specifically how the cost is going to be offset, information about the Fund, grant, state or federal revenue etc., if the appropriation is in the approved budget.

This work is from the Water Resources Operations Legal and Other Purchased Services budgets. The total dollar value should remain approximately the same as in past years.

RATE OF PAYMENT:☐ Lump Sum☐ Milestone/Progress Payments (Attach payment schedule proposed by Vendor)☒ *Hourly / Monthly / Quarterly Rate: ____.

* If a Contractor is requesting an hourly / quarterly / monthly rate of payment, pre-approval is required from the Chief Financial Officer. If multiple rates, attach rate schedule.

BRIEFLY DESCRIBE THE REASON/NEED FOR THE CONTRACT: (attach scope of work or additional information)

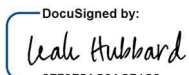
Martin and Wood Water Consultants provide valuable engineering services to the city of Greeley and have excellent work history with the city.

Selection process used to establish the best value through open and fair competition:☐ 3 Quotes (attach) ☐ BID (attach) ☐ RFP (attach) ☐ RFQ (attach)☒ Non-Competitive Procurement Request (attach) ☐ Cooperative Procurement Request (attach)☐ Other: (explain)**The potential contractors who provided a price for the work/service were:** (If below \$100K may attach the quote form)**Estimate #1****Estimate #2****Estimate #3****Name:****Address:****Phone:****Price:****Explain WHY the selected vendor best meets your needs:** (If space is too small, attach your explanation to this form)

They possess an in-depth knowledge of Greeley's water resources and water operations

APPROVAL:

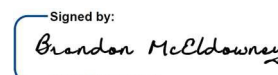
NO WORK SHALL COMMENCE until a contract has been fully executed. This form does not take the place of a contract.

DEPARTMENT REPRESENTATIVE: 
 2F79E5AC3AC74C9...

DATE: 5/14/2026 | 11:22:16 AM MDT

DEPARTMENT DIRECTOR: 
 5E2D0EBE926C480...

DATE: 5/14/2026 | 7:33:32 PM MDT

BUDGET REPRESENTATIVE: 
 9538555955B04E7...

DATE: 5/18/2026 | 4:22:10 PM MDT

IT REPRESENTATIVE: _____
(if hardware/software/SaaS)

DATE: _____

BUDGET DIRECTOR: 
 5B01ED0303FC478...
(\$100,000 or greater)

DATE: 5/19/2026 | 11:03:20 AM MDT

FINANCE DIRECTOR: 
 612263B6299147C...
(\$100,000 or greater)

DATE: 5/19/2026 | 3:30:40 PM MDT

CHIEF FINANCIAL OFFICER: 
 98CD392CB6A04B8...
(Professional or Consulting Services \$200,000 or greater)

DATE: 5/22/2026 | 9:04:51 AM MDT

CONTRACTOR / EMPLOYEE WORKSHEET

For clarification on determining Independent Contractor or Employee status, please visit:
<https://cdle.colorado.gov/independent-contractors>

Contractor’s Name: _____

	YES	NO
1. Is the worker given instructions in the way the work is to be done?	☐	☐
2. Is the worker performing the same or similar tasks as other employees of the City?	☐	☐
3. Are City assets used by the worker to perform their tasks (e.g. majority of tools, equipment, supplies and materials; incurred mileage and/or travel expenses are reimbursed; worker uses City vehicle)?	☐	☐
4. Does the City set hours of work for the worker?	☐	☐
5. Is payment to worker made based on unit of times (hourly, weekly, bi-weekly, monthly)?	☐	☐
6. Does the worker perform services for the City only? (No other clients)	☐	☐

Comments:

CONTRACTOR VS. EMPLOYEE REVIEW		
HUMAN RESOURCES RECOMMENDATION:	☐ CONTRACTOR	☐ EMPLOYEE
Deputy Director		
Human Resources:	_____	DATE: _____

Please submit this worksheet with the preceding form



Non-Competitive Procurement Request Form

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

Non-Competitive Procurement Category	
<u>Sole Source:</u> D Only one source for the required supply, service or construction firm and valid competition does not exist. <u>Procurement to Meet Existing Needs:</u> [Z] Goods/services must be obtained from a specific manufacturer and valid competition among dealers does not exist [Z] Specific parts, accessories, equipment, services necessary to meet needs, no comparable items reasonably available D Maintenance and related parts precludes the mixing brands or manufacture D Required to match materials to maintain quality or produce visual harmony, or expertise unavailable from another offerer <u>Very Specialized or Confidential Services:</u> [ZJ] Specific and highly specialized [ZJ] Solicitation not beneficial to meet need because of the scarcity of service providers, nature of the expertise needed, conflicts of interest, or other reasons [ZJ] Solicitations might disclose or result in adverse consequences with respect to information that is private or confidential [ZJ] Unique or specialized nature, and only one known supplier is reasonably available to meet the need <u>Emergency:</u> D Procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances Note: Cooperative procurements require a Cooperative Procurement Request Form. Contract extensions under the same conditions at the same or lower price require a Contract Extension Form.	
Non-Competitive Procurement Request Justification	
Please describe the proposed purchase along with the reasoning for category selection and why the bid exception is necessary: Martin and Wood Consulting has represented Greeley in water court engineering services for over 20 years. Water Court is highly specialized, and numerous conflicts are present in the Poudre and Big Thompson basins, which means many competing companies are conflicted out. Due to the nature of water court it would cost multiple \$100k's to train a new water court engineer to understand Greeley's substantial system and represent Greeley in a trial setting. Martin and Wood is also familiar with many private inter workings of Greeley's water system and needs to be maintained into the future.	
PROPOSED PURCHASE INFORMATION	
Description: Martin and Wood Contract	GI Contact: Leah Hubbard
Supplier: Martin and Wood Consulting	GI Phone: 720-836-6569
Total Cost: Based on SOW	Email: mjohnson@martinandwood.com
ATTACHMENT DESCRIPTION	
Please describe all supporting documentation attached to this request: Contract ready for contract number and execution/	
PREPARED BY	
Name, Title: Leah Hubbard, Deputy Director of Water Resources	Date: 5/1/26
Department/Division: Water Resources, Water and Sewer	
REQUIRED APPROVALS	
Director ☐ or Deputy Director ☐ ☐ ☐	Date: 5/1/2026
FOR EMERGENCY PROCUREMENTS /	
Purchasing Manager: ☐	Date:



Martin and Wood Water Consultants, Inc.

538 Commons Drive, Golden, CO 80401
Phone: (303) 526-2600. Fax: (303) 526-2624
www.martinandwood.com

May 7, 2026

Mr. Brian Von Seggern
Water Resources Operations Manager
City of Greeley Water and Sewer Department
1001 11th Avenue, Second Floor,
Greeley, Colorado 80631

Re: 2026 Scope of Work
Job No. 607.1
General Engineering Services

Dear Brian,

Martin and Wood Water Consultants, Inc. is pleased to submit the following scope of work for the period of May 1, 2026 through May 1, 2031 as part of our master service/consulting contract with the City of Greeley.

1. General engineering services associated with Water Court proceedings including supply development and supply protection. Services include: providing engineering or litigation assistance to City Staff and legal counsel for the City concerning the City's applications to the Water Court; engineering or litigation assistance to City staff and legal counsel in review of pending Water Court applications filed by other parties; assistance regarding development of or revisions to operations accounting; or related tasks specific to the City's raw water operations.
2. Feasibility studies for raw water projects or raw water supplies including the evaluation of existing and future water supplies pursuant to the City's Water Master Plan or Non-potable Plan and potential negotiations with respect to future water acquisitions.
3. Raw water system modeling of the City's raw water supply and demand and operations.
4. Accounting setup, audit of existing accounting, and revisions to accounting to meet decree/administrative requirements and for operational improvements.

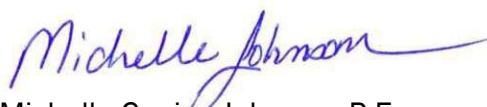
Brian Von Seggern
May 7, 2026
Page 2 of 3

5. Other general engineering services associated with various water projects or activities.

All work will be invoiced on an actual time and materials basis in accordance with the attached Schedule of Hourly Rates and Expenses for the 2026 calendar year. The Schedule of Hourly Rates and Expenses will be updated in January of each year.

Please let me know if you have any questions or comments.

Sincerely,
MARTIN AND WOOD
WATER CONSULTANTS, INC.



Michelle Cunico Johnson, P.E.
Principal Engineer/Hydrogeologist


Martin and Wood Water Consultants, Inc.

538 Commons Drive . Golden, CO 80401
Phone: (303) 526-2600 . Fax: (303) 526-2624
www.martinandwood.com

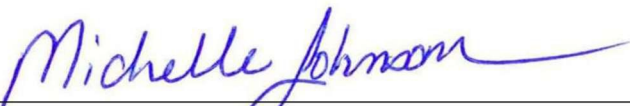
SCHEDULE OF HOURLY RATES AND EXPENSES

Calendar Year 2026

CLASSIFICATION	HOURLY RATE
Principal Engineer/Hydrogeologist	\$ 259
Senior Engineer/Hydrogeologist	\$ 234
Senior Project Engineer/Hydrogeologist	\$ 216
Project Engineer/Hydrogeologist	\$ 195
Staff II Engineer/Hydrogeologist	\$ 180
Staff I Engineer/Hydrogeologist	\$ 161
Technician/Intern	\$ 112
Administrative	\$ 112
<i>OTHER CHARGES</i>	
Outside Services and Expenses	Cost plus 10%
Vehicle Mileage	IRS Rate

Expenses such as lodging and meals associated with out-of-town travel, aerial photos, independent laboratory analyses, permit fees, and special supplies and equipment will be billed at cost.

The Schedule of Hourly Rates and Expenses will be subject to change effective January 1, 2027.


MARTIN AND WOOD WATER CONSULTANTS, INC

Certificate Of Completion

Envelope Id: 1EC27AD0-AF62-8125-8166-A4C68E79624D

Status: Completed

Subject: Complete with Docusign: Martin & Wood (CAF_Non Comp_Scope).pdf

Source Envelope:

Document Pages: 7

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Katie Schaefer

AutoNav: Enabled

1000 10th Street

Envelopeld Stamping: Enabled

Greeley, CO 80631

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Katie.Schaefer@Greeleygov.com

IP Address: 204.98.114.6

Record Tracking

Status: Original

Holder: Katie Schaefer

Location: DocuSign

5/14/2026 11:10:17 AM

Katie.Schaefer@Greeleygov.com

Signer Events

Leah Hubbard

Leah.Hubbard@greeleygov.com

Deputy Director of Water Resources

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Leah Hubbard

2F79F5AC3AC74C9...

Timestamp

Sent: 5/14/2026 11:19:59 AM

Viewed: 5/14/2026 11:21:46 AM

Signed: 5/14/2026 11:22:16 AM

Signature Adoption: Pre-selected Style

Using IP Address: 204.98.114.6

Electronic Record and Signature Disclosure:

Accepted: 7/26/2022 10:45:22 AM

ID: 05548430-827a-4f84-9027-8cecf91af084

Sean Chambers

Sean.Chambers@greeleygov.com

Director of Water Utilities

Security Level: Email, Account Authentication
(None)

Signed by:

Sean Chambers

5E2D9EBE926C460...

Sent: 5/14/2026 11:22:19 AM

Viewed: 5/14/2026 7:33:23 PM

Signed: 5/14/2026 7:33:32 PM

Signature Adoption: Pre-selected Style

Using IP Address: 204.98.114.6

Electronic Record and Signature Disclosure:

Accepted: 5/8/2018 12:44:23 PM

ID: 7cfabf38-3fc6-459c-984a-efba8bb19800

Brandon McEldowney

Brandon.McEldowney@Greeleygov.com

Budget Analyst II

Security Level: Email, Account Authentication
(None)

Signed by:

Brandon McEldowney

9538555955B04E7...

Sent: 5/14/2026 7:33:35 PM

Viewed: 5/15/2026 8:50:46 AM

Signed: 5/18/2026 4:22:10 PM

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.10.113

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Nathan Mosley

Nathan.Mosley@Greeleygov.com

Director of Budget & Policy

Security Level: Email, Account Authentication
(None)

Signed by:

Nathan Mosley

5B01ED0303FC478...

Sent: 5/18/2026 4:22:13 PM

Viewed: 5/19/2026 11:02:57 AM

Signed: 5/19/2026 11:03:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 204.98.114.6

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Kirk Jones Kirk.Jones@Greeleygov.com Director of Finance Security Level: Email, Account Authentication (None)	Signed by:  612263B6299147C... Signature Adoption: Pre-selected Style Using IP Address: 204.98.114.6	Sent: 5/19/2026 11:03:22 AM Viewed: 5/19/2026 3:29:52 PM Signed: 5/19/2026 3:30:40 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Allena Portis Allena.Portis@Greeleygov.com Chief Financial Officer Security Level: Email, Account Authentication (None)	Signed by:  98CD392CB6A04B8... Signature Adoption: Pre-selected Style Using IP Address: 2605:ad80:71:a123:8c17:781d:dc71:b70	Sent: 5/19/2026 3:30:43 PM Viewed: 5/21/2026 1:13:53 PM Signed: 5/22/2026 9:04:51 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Brian Von Seggern Brian.VonSeggern@greeleygov.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/22/2026 9:04:54 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/14/2026 11:19:59 AM
Certified Delivered	Security Checked	5/21/2026 1:13:53 PM
Signing Complete	Security Checked	5/22/2026 9:04:51 AM
Completed	Security Checked	5/22/2026 9:04:54 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, City of Greeley (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact City of Greeley:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Adela.Gain@greeleygov.com

To advise City of Greeley of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at Adela.Gain@greeleygov.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from City of Greeley

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to Adela.Gain@greeleygov.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Greeley

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to Adela.Gain@greeleygov.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Greeley as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Greeley during the course of my relationship with you.

MASTER WATER RESOURCES ENGINEERING SERVICE CONTRACT

M26-05-021

This Contract is made as of **May 1, 2026**, by and between the City of Greeley, Colorado, hereinafter referred to as the CITY, and **Martin and Wood Water Consultants, Inc.**, authorized to do business in the State of Colorado, hereinafter referred to as the SERVICE PROVIDER, whose address is **350 Indiana Street, Suite 200, Golden, Colorado 80401**.

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

ARTICLE 1 - SERVICES

- A. This Master Service Contract shall constitute the contract between the parties for professional consulting services in the area of water resources engineering, as is more particularly described in the General Statement of Work attached hereto as Exhibit A.

The SERVICE PROVIDER may submit proposals for particular project-based assignments that fall outside the scope of the General Statement of Work in the form of the Work Order Form attached hereto as Exhibit B, which together with any exhibits thereto shall define the scope of work for particular project-based assignments under this Contract. Each Work Order Form shall specify the Project Description and Scope of Work.

- B. The conditions set forth herein shall apply to all services performed by the SERVICE PROVIDER on behalf of the CITY and particularly described in the General Statement of Work and Work Orders agreed upon in writing by the parties from time to time. Such Work Orders, incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the CITY and any other special circumstances relating to the performance of services. The only services authorized under this Contract are those that are performed after receipt of such Work Order, except in emergency circumstances where oral work requests may be issued. Oral requests for emergency actions will be confirmed by issuance of a written Work Order within two (2) working days. SERVICE PROVIDER shall be solely responsible for performance of all duties hereunder.
- C. The CITY may at any time during the term of a particular Work Order and without invalidating such Work Order, make changes to the scope of the particular services. Such changes shall be agreed upon in writing by the parties by Change Order.
- D. The CITY reserves the right to independently bid any services rather than issuing work to the SERVICE PROVIDER pursuant to this Contract. Nothing within this Contract shall obligate the CITY to have any particular service performed by the SERVICE PROVIDER.
- E. The services to be performed pursuant to this Contract shall be initiated as described in the General Statement of Work, as specified by each written Work Order, or by oral emergency service request. Oral emergency service requests will be acted upon without waiting for a written Work Order. Time is of the essence. The services of the SERVICE PROVIDER shall be under the direction of the Project Manager who has been designated by the Director of Water and Sewer to act as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

This Contract shall be in force and effect for a period of five (5) years commencing **May 1, 2026**, and

ending **May 1, 2031**, unless terminated sooner. In addition, at the option of the CITY, the Contract may be renewed for two (2) consecutive one (1) year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the SERVICE PROVIDER and sent no later than thirty (30) days prior to contract end.

ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

- A. The CITY agrees to pay and the SERVICE PROVIDER agrees to accept as full payment for all work done and all materials furnished and for all direct charges, indirect charges, and reimbursable expenses incurred in performance of the services described in the attached exhibits, based on an annual sum not to exceed **\$300,000.00**. The SERVICE PROVIDER will bill the CITY on a monthly basis or as otherwise agreed upon for services rendered under this Contract. The amounts invoiced shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached exhibits. Payment shall be made by the CITY for services properly invoiced and performed in accordance with this Contract. The SERVICE PROVIDER shall track expenditures and inform the CITY of any possible cost overrun prior to performing services that would overrun the annual maximum not to exceed sum. Upon request, the SERVICE PROVIDER shall provide detailed documentation supporting the amounts invoiced. Such documentation may include, without limitation, invoices, receipts, timesheet notes, and similar types of documentation. Upon reaching the not to exceed sum set forth above, the CITY may elect to seek an increase of the budget for the services using a mutually acceptable contract amendment, or it may elect not to increase the budget and have SERVICE PROVIDER cease performance of services accordingly.
- B. Invoices received from the SERVICE PROVIDER pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.
- C. Payment Terms shall be Net 30 Days from the date of the SERVICE PROVIDER's invoice.

ARTICLE 4 - STANDARD OF CARE AND WARRANTY

- A. In providing services under this Agreement, the SERVICE PROVIDER shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- B. To the extent SERVICE PROVIDER furnishes equipment or materials through a manufacturer as part of a Work Order, SERVICE PROVIDER shall transfer any assignable manufacturer warranties to CITY. Except as expressly provided herein, SERVICE PROVIDER makes no warranty, express or implied, regarding professional services.
- C. If CITY provides written notice of a material deficiency in SERVICE PROVIDER's professional services caused by the negligent acts, errors, or omissions of SERVICE PROVIDER, SERVICE PROVIDER shall, as its sole obligation and CITY's exclusive remedy concerning such deficiency, re-perform or correct such deficient professional services at no additional cost, provided such notice is given within one (1) year after completion of the applicable services.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 6 - TERMINATION

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

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

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

ARTICLE 7 - PERSONNEL

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

All of the services required herein under shall be performed by the SERVICE PROVIDER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in the SERVICE PROVIDER'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

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

ARTICLE 8 - SUB-CONTRACTOR

The CITY reserves the right to accept the use of a SUB-CONTRACTOR or to reject the selection of a particular SUB-CONTRACTOR and to inspect all facilities of any SUB-CONTRACTOR in order to make a determination as to the capability of the SUB-CONTRACTOR to perform properly under this Contract.

If a SUB-CONTRACTOR fails to perform or make progress, as required by this Contract, and it is necessary to replace SUB-CONTRACTOR to complete the work in a timely fashion, the contractor shall promptly do so, subject to acceptance of the new SUB-CONTRACTOR by the CITY.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

- A. The SERVICE PROVIDER shall not commence work under this Agreement until he/she has obtained all insurance required under this article and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The SERVICE PROVIDER shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the SERVICE PROVIDER has obtained insurance of the type, amount, and classification as required for strict compliance with this article and that no material change or cancellation of the insurance shall be effective without a minimum of thirty (30) days prior written notice to the CITY or ten (10) days notice for cancellation due to non-payment. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Contract.
- C. The SERVICE PROVIDER shall maintain, during the life of this Contract, Comprehensive General Liability in the amount of \$1,000,000 per occurrence to protect the SERVICE PROVIDER of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.
- D. The SERVICE PROVIDER shall maintain, during the life of this Contract, comprehensive Automobile Liability Insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the SERVICE PROVIDER from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the SERVICE PROVIDER or by any directly or indirectly employed by the SERVICE PROVIDER.
- E. The SERVICE PROVIDER shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.
- F. Liability insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability policies for the full limits required; or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy. If the Contractor elects to obtain a combination of Comprehensive Liability

and an Excess or Umbrella Liability policy, the Excess or Umbrella Liability policy must provide coverage equal to or greater than the Comprehensive Liability coverage. Upon request, the SERVICE PROVIDER shall provide a copy of any policy including the Excess or Umbrella policy for the CITY's review and approval.

- G. All insurance, other than Workmen's Compensation is to be maintained by the SERVICE PROVIDER shall specifically include the CITY as an "Additional Insured". If the SERVICE PROVIDER elects to use multiple policies to suffice the coverage requirement, the City of Greeley shall be listed as an "additional Insured" on each policy.

ARTICLE 12 – LIMITATION ON LIABILITY

The maximum liability of the SERVICE PROVIDER and SERVICE PROVIDERS's officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, or damages of any nature arising out of any default, breach, or failure to perform under this Contract shall not exceed the SERVICE PROVIDER's total fee for services rendered under this Contract, provided that this limitation on liability shall not apply to or limit claims, losses, costs, and damages caused by gross negligence, reckless or intentional conduct, breach of confidentiality or indemnification obligations, violations of law, or to any extent that such claims, losses, costs, or damages are covered by SERVICE PROVIDER's insurance.

ARTICLE 13 - INDEMNIFICATION

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

ARTICLE 14 - SUCCESSORS AND ASSIGNS

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

ARTICLE 15 - COLORADO LAW

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

shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

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

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

Notwithstanding the foregoing, the CITY acknowledges that the SERVICE PROVIDER has historically also provided water resources engineering and related services to various entities that are owned or operated by, or otherwise affiliated with, Martin Lind. Such entities include, without limitation, Trollco, Inc., The Water Valley Company, and Raindance Metropolitan District No. 1 (collectively "Lind Entities"). As of the date of this Contract, the provision of services by the SERVICE PROVIDER to both the CITY and the Lind Entities has not given rise to an untenable conflict of interest such that the SERVICE PROVIDER would need to cease providing services to either the CITY or the Lind Entities. Provided that such a conflict of interest does not arise, the CITY and the SERVICE PROVIDER agree to handle Water Court matters in which the CITY and one or more Lind Entities are both involved as follows.

For cases in which the CITY is an applicant and one or more Lind Entities is an opposing party, the SERVICE PROVIDER agrees to provide water resources engineering and related services to the CITY and not to provide such services to the Lind Entities. For cases in which one or more Lind Entities is an applicant and the CITY is an opposing party, the CITY agrees that the SERVICE PROVIDER may provide water resources engineering and related services to the Lind Entities, and the CITY will seek the services of an alternate water resources engineering firm if necessary. For cases in which one or more third parties is an applicant, and the CITY and Lind Entities are both opposing parties, the CITY and the SERVICE PROVIDER shall confer in good faith and in accordance with this Article 16 to determine whether the SERVICE PROVIDER may appropriately provide services to both the CITY and the Lind Entities.

The understandings set forth in this Article 16 are conditioned on the provision of services by the SERVICE PROVIDER to either the CITY or the Lind Entities not giving rise to a conflict of interest that would influence or appear to influence the SERVICE PROVIDER's judgment or quality of services being provided.

ARTICLE 17 - EXCUSABLE DELAYS

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the SERVICE PROVIDER'S control and without its

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

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

ARTICLE 18 - ARREARS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the SERVICE PROVIDER and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. Instruments of service prepared by SERVICE PROVIDER are furnished for use solely with respect to the Project for which they were prepared. Any reuse, modification, or use on another project without SERVICE PROVIDER's written consent shall be at CITY's sole risk and without liability to SERVICE PROVIDER.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this Contract and

that is has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

The SERVICE PROVIDER declares and represents that all of its employees are treated equally during employment and that SERVICE PROVIDER adheres to all federal, state and local anti-discrimination laws.

ARTICLE 24 - SURVIVAL

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - AMENDMENTS AND MODIFICATION

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

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

If the CITY so instructs in writing, the SERVICE PROVIDER shall suspend work on that portion of the Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and

the SERVICE PROVIDER shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 28 - COUNTERPARTS AND ELECTRONIC SIGNATURES

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

ARTICLE 29 - FORCE MAJEURE

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

ARTICLE 30 - NOTICE

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

THE CITY OF GREELEY:
Water and Sewer Department
Leah Hubbard
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631
Email: leah.hubbard@greeleygov.com

SERVICE PROVIDER:
Martin and Wood Water Consultants, Inc.
Michelle Johnson
350 Indiana St. Suite 200
Golden, Colorado 80401
Email: mjohnson@martinandwood.com

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

EXECUTED:

The City of Greeley
Approved as to Substance

SERVICE PROVIDER:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed: _____

Name: _____

Title: _____

Date: _____

ENDORSED:

The City of Greeley
Approved as to Legal Form

Signed: _____

Name: _____

Title: _____

Date: _____

ENDORSED:

The City of Greeley
Certification of Contract Funds Availability

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A - GENERAL STATEMENT OF WORK

PURSUANT TO A MASTER WATER RESOURCES ENGINEERING SERVICE CONTRACT BETWEEN
THE CITY OF GREELEY
and Martin and Wood Water Consultants, Inc.

Title: Water Court Engineering Services

Contract Number & Name: M26-05-021 – Master Water Resources Engineering Service Contract

Master Contract Effective Date: May 1, 2026

Owner's Representative: Leah Hubbard

Commencement Date: May 1, 2026

Completion Date: April 30, 2027

Maximum Fee
(time and reimbursable direct costs): Not to Exceed \$200,000 annually

Description/Scope of Work:

General engineering services associated with Water Court proceedings including supply development and supply protection. Services include: providing engineering or litigation assistance to City Staff and legal counsel for the City concerning the City's applications to the Water Court; engineering or litigation assistance to City staff and legal counsel in review of pending Water Court applications filed by other parties; assistance regarding development of or revisions to operations accounting; or related tasks specific to the City's raw water operations. Per the attached, 2026 Scope of Work Job No. 607.1 General Engineering Services dated May 7, 2026.

SERVICE PROVIDER agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Services Contract between the parties. In the event of a conflict between or ambiguity in the terms of the Master Contract and this Work Order (including the attached forms) the Master Contract shall control.

The attached forms are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

EXECUTED:
The City of Greeley
Approved as to Substance

SERVICE PROVIDER:

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

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

ENDORSED:
The City of Greeley
Approved as to Legal Form

Signed:

Name:

Title:

Date:

ENDORSED:
The City of Greeley
Certification of Contract Funds Availability

Signed:

Name:

Title:

Date:

EXHIBIT B - WORK ORDER FORM

PURSUANT TO A MASTER WATER RESOURCES ENGINEERING SERVICE CONTRACT BETWEEN
THE CITY OF GREELEY
and Martin and Wood Water Consultants, Inc.

Work Order Number: [Enter Number]
Project Title: [Enter Project Title]
Contract Number & Name: M26-05-021 – Water Resources Engineering
Master Contract Effective Date: [Enter Date]
Owner's Representative: [Enter CITY's Contact]
Work Order Commencement Date: [Enter Date]
Work Order Completion Date: [Enter Date]
Maximum Fee
(time and reimbursable direct costs): [Enter \$]

Description/Scope of Work: [Enter Description of Services]

SERVICE PROVIDER agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Services Contract between the parties. In the event of a conflict between or ambiguity in the terms of the Master Contract and this Work Order (including the attached forms) the Master Contract shall control.

The attached forms are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

EXECUTED:
The City of Greeley
Approved as to Substance

SERVICE PROVIDER:

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

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

ENDORSED:
The City of Greeley
Approved as to Legal Form

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

ENDORSED:
The City of Greeley
Certification of Contract Funds Availability

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



May 7, 2026

Mr. Brian Von Seggern
Water Resources Operations Manager
City of Greeley Water and Sewer Department
1001 11th Avenue, Second Floor,
Greeley, Colorado 80631

Re: 2026 Scope of Work
Job No. 607.1
General Engineering Services

Dear Brian,

Martin and Wood Water Consultants, Inc. is pleased to submit the following scope of work for the period of May 1, 2026 through May 1, 2031 as part of our master service/consulting contract with the City of Greeley.

1. General engineering services associated with Water Court proceedings including supply development and supply protection. Services include: providing engineering or litigation assistance to City Staff and legal counsel for the City concerning the City's applications to the Water Court; engineering or litigation assistance to City staff and legal counsel in review of pending Water Court applications filed by other parties; assistance regarding development of or revisions to operations accounting; or related tasks specific to the City's raw water operations.
2. Feasibility studies for raw water projects or raw water supplies including the evaluation of existing and future water supplies pursuant to the City's Water Master Plan or Non-potable Plan and potential negotiations with respect to future water acquisitions.
3. Raw water system modeling of the City's raw water supply and demand and operations.
4. Accounting setup, audit of existing accounting, and revisions to accounting to meet decree/administrative requirements and for operational improvements.
5. Other general engineering services associated with various water projects or activities.

All work will be invoiced on an actual time and materials basis in accordance with the attached Schedule of Hourly Rates and Expenses for the 2026 calendar year. The Schedule of Hourly Rates and Expenses will be updated in January of each year.

Please let me know if you have any questions or comments.

Sincerely,
MARTIN AND WOOD
WATER CONSULTANTS, INC.



Michelle Cunico Johnson, P.E.
Principal Engineer/Hydrogeologist



SCHEDULE OF HOURLY RATES AND EXPENSES
Calendar Year 2026

CLASSIFICATION	HOURLY RATE
Principal Engineer/Hydrogeologist	\$ 259
Senior Engineer/Hydrogeologist	\$ 234
Senior Project Engineer/Hydrogeologist	\$ 216
Project Engineer/Hydrogeologist	\$ 195
Staff II Engineer/Hydrogeologist	\$ 180
Staff I Engineer/Hydrogeologist	\$ 161
Technician/Intern	\$ 112
Administrative	\$ 112
OTHER CHARGES	
Outside Services and Expenses	Cost plus 10%
Vehicle Mileage	IRS Rate

Expenses such as lodging and meals associated with out-of-town travel, aerial photos, independent laboratory analyses, permit fees, and special supplies and equipment will be billed at cost.

The Schedule of Hourly Rates and Expenses will be subject to change effective January 1, 2027.


MARTIN AND WOOD WATER CONSULTANTS, INC



Council Agenda Summary

July 21, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Resolution authorizing the City to enter into a contract for professional services between the City of Greeley and Mark Thomas & Company Inc. for additional design services for the downtown infrastructure revitalization project

Summary:

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

The city is undertaking design for the infrastructure improvements needed for the downtown revitalization and civic campus project including water, sewer, stormwater, lighting, traffic, and safety improvements. Mark Thomas & Company Inc. has been providing project management, survey, design and other professional services for under an existing contract and the request is a change order on that work for additional services to meet CDOT potholing requirements, general construction support, and design for traffic pattern changes. Continuing the work with Mark Thomas is advantageous to the city and makes use of efficiencies with work already completed or ongoing. This resolution authorizes the city to enter into a change order in the amount of \$1,228,045 to that contract. This will take the total contract value to \$4,299,818.00.

Water, Sewer, and Stormwater Customers and city residents benefit from professional design of replacements and expansions of infrastructure. City staff recommend approving the Change Order for Mark Thomas & Company Inc.

Fiscal Impact:

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

- Negative Impact: What is the onetime and/or ongoing amount? \$1,228,045.00 onetime from multiple capital project funds.
- Is it budgeted? Yes
- If yes, what source and fund will be used? Water Capital Replacement (423), Water Capital Construction (422), Sewer Capital Replacement (413), Stormwater Capital Replacement (433), and Transportation Development (334)
- Are there any long-term financial impacts? Item is part of the downtown revitalization to meet Intergovernmental agreement (IGA) requirements with Weld County and obligations to Greeley-Evans School District 6.
- 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:

Downtown Revitalization, Civic Campus Projects, Weld County IGA

Strategic Focus Area:

Business Growth

Infrastructure and Mobility

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 104, 2026 with Exhibit A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 104, 2026**

**A 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**

WHEREAS, the City desires to design the utility infrastructure for a downtown revitalization (the “Project”); and

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

WHEREAS, the most qualified consultant was determined to be Mark Thomas & Company Inc. (“Mark Thomas”) who submitted a proposal for the Services in the amount of \$1,228,045.00; and

WHEREAS, the City has an existing contract with Mark Thomas; and

WHEREAS, the Services may be contracted through execution of a Change Order to the existing contact with Mark Thomas; and

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

WHEREAS, execution of a Change Order in the amount of \$1,228,045.00 will increase the existing contract with Mark Thomas to \$4,299,818.00; and

WHEREAS, in accordance with Section 2-184 of the City of Greeley Municipal Code, the City Council must approve a contract for professional or consulting services (including change orders, 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 a Change Order for the Services with Mark Thomas.

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

Section 1. That the City Council hereby authorizes the City to enter into a Change Order with Mark Thomas in the amount of \$1,228,045.00, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

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

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

ATTEST:

**THE CITY OF GREELEY,
COLORADO**

**By: _____
City Clerk**

**By: _____
Mayor**

EXHIBIT A
RESOLUTION NO. 104, 2026 CITY
OF GREELEY, COLORADO



CHANGE ORDER FORM

Project Information			
Change Order #:	4	Date:	July 15, 2026
Project Name:	Downtown Campus		
Solicitation Number:		Dept/Division:	Public Works & Transportation/Engineering Services
COA:	Multiple	PO #:	P20257124
Project Number:	12772,13142,12628,13252,13253,13258,13275,13268,12580		
Expenditure Organization:	Public Works		
Expenditure Type:	Professional Services		
Task Number:	1.0		
Project Manager:	Adam Prior	Title:	Deputy Director & Chief Engineer
Contractor/Consultant Information			
Contractor/Consultant:	Mark Thomas/John Rohner	Email:	jrohner@markthomas.com
The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.			
See attached	7	sheets with full explanation for the change order.	
Compensation to Contractor/Consultant			
The original contract sum was:		\$718,275.00	
The net change by previous change order was:		\$2,353,498.00	
The contract sum prior to this change order was:		\$3,071,773.00	
The contract sum will be: (See List)	Increased	\$1,228,045.00	
The new contract sum, including this change order is:		\$4,299,818.00	
The contract time will be: (See List)	Unchanged	N/A	
The new date for project completion:		N/A	
This CHANGE ORDER is intended to, and the OWNER agrees that it shall, fairly and adequately compensate the CONTRACTOR/CONSULTANT for the extra direct costs (time and materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies and accelerations in the WORK associated with this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for such expenses and damages.			
This CHANGE ORDER is intended to, and the CONTRACTOR/CONSULTANT agrees that it does, provide the CONTRACTOR/CONSULTANT a reasonable and adequate period of time in which to complete the WORK in accordance with the CONTRACT for establishment of policies, as amended by this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for additional time to perform the WORK associated with this CHANGE ORDER.			
The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.			
IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.			
Approved as to Substance		Reviewed as to Legal Form	
Certification of Contract Funds Availability		Departmental Certification	
Director of Finance		Department Director	
Purchasing Official		Project Manager	
Certification of Content by Contractor/Consultant			
Representative of Contractor/Consultant		Title	
Additional Review:			
Budget			



CHANGE ORDER FORM

Project Information	
Change Order #:	4
Project Name:	Downtown Campus
Date:	7/15/2026
Project Manager:	Adam Prior
Change Order Justification	
Why was this not in original contract?	Additional Services were determined by the City of Greeley for the Downtown Campus Project of survey, geotechnical, lighting analysis, traffic signal design and storm water design. The initial project scope included survey, SUE, and geotechnical explorations. Change Order 1 (CO1) authorized us to begin preliminary design.
Budget Impact/Funding	Contract will be increased by \$1,228,045.
Impact to project schedule	None
Detailed Explanation of Change Order	Added 9th Avenue geotechnical/survey, lighting analysis and design, traffic signal design, storm water quality design, roadway design, and CDOT Traffic Impact Analysis. This Change Order (CO4) adds the following items to our scope: additional potholing equired due to CDOT requirements and post-design services during construction. Change order includes project management and administration, SUE and pothole investigation, roadway final design, project coordination, storm drainage services.



MARK THOMAS

June 30, 2026

25-B0159

Mr. Adam Prior
Water & Sewer Department
City of Greeley
2835 10th Street
Greeley, CO 80631

RE: DOWNTOWN CAMPUS PROJECT MODIFICATION REQUEST

Dear Mr. Prior:

Per your request, Mark Thomas & Company, Inc. (Mark Thomas) has prepared this additional services letter for the Downtown Campus Project (Project). The initial project scope included survey, SUE, and geotechnical explorations. Change Order 1 (CO1) authorized us to begin preliminary design, Change Order 2 (CO2) directed us to complete the final design for the project, and Change Order (CO3) added 9th Avenue geotechnical/survey, lighting analysis and design, traffic signal design, storm water quality design, roadway design, and CDOT Traffic Impact Analysis. This Change Order (CO4) adds the following items to our scope: additional potholing required due to CDOT requirements and post-design services during construction.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

TASK 1.1 – PROJECT MANAGEMENT AND ADMINISTRATION

Project Management will continue throughout the duration of the project. It includes, but is not limited to, all work necessary to manage production efforts, coordinate with the City, administer this contract and monitor progress.

While performing the work described under this task order, discussions with people from other partner agencies or stakeholders as well as other City employees will be required. Participate freely in these discussions, answer questions and respond to requests for information. Maintain records of these discussions and keep the City PM informed of any pertinent information. However, do not accept any direction or take additional work that is beyond the scope of this task order. During discussions with partner agencies do not suggest performance of additional work that is beyond the scope of this task order. The City PM is the only representative that has the authority to revise or add work under the requirements of this task order.

Project Management

Step 1. Project Management oversight. Typical activities include, but are not limited to, the following:

- Identify the project requirements and determine complexity of the work, technical activities, schedules, and resources.
- Administer project contract and monitor progress.
- Prepare and maintain project design files & supporting documentation for correspondence and reports that are required for construction and as-build set of plans.



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Step 2. City Coordination & Review Meetings. Contact the City PM by phone at least every two weeks to discuss status and progress, if no meetings are scheduled within the timeframe. Hold review meetings with the City on specific elements.

- Bi-weekly Coordination/update calls
- Prepare and submit discussion notes within seven days if requested.

Step 3. Submit monthly progress reports providing a summary of:

- Previous month's accomplishments and activities
- Overall progress achieved toward completion of the task order.
- Any issues or action items that need to be resolved or addressed with the City or partner agencies.
- All activities that will be undertaken during the succeeding month
- Submit a progress report with each invoice.

Step 4. Subconsultant contract management

- Procure, administer and closeout each subconsultant contract.

Deliverables for Project Management

- Meeting Minutes
- Discussion Notes
- Monthly Progress Reports and Invoices

TASK 2 – SUE QLA (COLLIERS)

Colliers Engineering & Design will perform additional potholing services including vacuum excavation, utility verification, survey documentation, traffic control, permitting, and restoration. This builds upon the existing pothole list.

Task 1 – Additional Pothole Investigation

Provide additional Subsurface Utility Engineering (SUE) test holes to supplement previously completed investigations.

Scope Includes

- Coordination with Mark Thomas/ICON/Wilson design teams
- Field verification of utility locations via vacuum excavation
- Survey of pothole locations and elevations
- Documentation of:
 - Pipe size, material, and depth
 - Horizontal and vertical locations
- Restoration of disturbed surfaces

Assumptions

- Builds upon previously identified pothole list (approx. 150 locations, subject to refinement)



June 30, 2026

- Final pothole count to be refined through coordination with Wilson and ICON

POTHOLING CHANGE FEE

Task Name	Description	Fee Type	Original Units	Change Quantity	Updated Quantity	Rate	Change Fee
Task 1.0	SUE QL-A Test Holes	Each	100	150	250	\$1,350.00	\$202,500.00
Task 1.1	Spoils Disposal	Daily	34	-34	0	\$750.00	-\$25,500.00
Task 1.2	Coring and Restoration	Each	100	150	250	\$395.00	\$59,250.00
Task 2.0	SUE QL-A Plans	Lump Sum	1	NA	NA	NA	\$27,000.00
Task 3.0	Project Management	Lump Sum	1	NA	NA	NA	\$52,000.00
Task 4.0	Traffic Control	Daily	34	50	84	\$1,200.00	\$60,000.00
Task 5.0	CDOT Observation	Daily	17	35	52	\$1,200.00	\$42,000.00
Task 6.0	Permit Fees	Cost Plus 10%	1	-1	0	\$2,500.00	-\$2,500.00
PROJECT CO FEE							\$414,750.00

TASK 3 – ROADWAY PSDC (MARK THOMAS)

Task 3.1 – 9th Street One-way to Two-way conversion

Step 1. Final Design

- Task 1 – Existing Conditions Review
 - Review available survey, mapping, utility information, striping plans, signing, traffic control devices, and existing roadway conditions within the project limits. Identify constraints that may affect the conversion from one-way to two-way traffic.
- Task 2 – Traffic Operations and Coordination
 - Evaluate operational requirements associated with the two-way conversion, including lane assignments, turning movements, parking impacts, signing, pavement markings, and intersection control modifications. Coordinate with City staff to confirm the preferred operational configuration.
- Task 3 – Final Design
 - Prepare final design plans for the roadway conversion, including revisions to pavement markings, traffic signing, delineation, curb paint, parking layout, and any required traffic signal modifications.
- Task 4 – Engineer's Estimate
 - Prepare quantities for the contractor construction cost and provide limited support during bidding, including responses to contractor questions and preparation of design clarifications as needed.
- Deliverables
 - Final Signing and Striping Plans
 - Bid-Ready Design Package

Task 3.2 – Roadway Services During Construction

Step 1. Project Coordination



(408) 453-5373
2833 JUNCTION AVENUE, SUITE 110
SAN JOSE, CA 95134

MARKTHOMAS.COM

June 30, 2026

- This task includes time for PM/DPM to attend construction meetings for coordination with the City of Greeley's assigned construction management team. Questions that arise in the field will be part of the coordination process.
- It is assumed that the project will last 24 months.

Step 2. Drawing adjustments and General Construction Support

- This task includes limited construction observation and/or support to address field changes as well as limited design drawing adjustments as a result of field changes.
- Consultant will update the construction drawings based on field changes.

Step 3. Respond to Request for Information (RFI) submittals

- This task includes time to review RFIs. Consultant will provide support to the Construction Manager on submittal review as needed.

Step 4. As-Built Drawings

- This task includes time to create as-built drawings of the proposed project. It is assumed that as-built elevations and as-built documentation will be provided by the contractor under a separate contract.
- GIS data will be provided of the constructed storm drain and waterline per the COG criteria.

TASK 4: STORM DRAINAGE PSDC (ICON)

Task 4.1 – Storm Drainage Services During Construction

Step 1. Project Coordination

- This task includes time for PM/DPM to attend construction meetings for coordination with the City of Greeley's assigned construction management team. Questions that arise in the field will be part of the coordination process.
- It is assumed that the project will last 24 months.

Step 2. Drawing adjustments and General Construction Support

- This task includes limited construction observation and/or support to address field changes as well as limited design drawing adjustments as a result of field changes.
- Consultant will update the construction drawings based on field changes.

Step 3. Respond to Request for Information (RFI) submittals

- This task includes time to review RFIs. Consultant will provide support to the Construction Manager on submittal review as needed.

Step 4. As-Built Drawings

- This task includes time to create as-built drawings of the proposed project. It is assumed that as-built elevations and as-built documentation will be provided by the contractor under a separate contract.
- GIS data will be provided of the constructed storm drain and waterline per the COG criteria.



June 30, 2026

TASK 5 – WATER/SEWER/NON-POTABLE/DRY UTILITIES PSDC (WILSON)

Task 5.1 – Water/Sewer/Non-potable/Dry Utilities Services During Construction

Project Description – The Consultant shall provide construction administrative services for a 24-month period and for the below facilities that are to be installed as part of the City of Greeley Downtown Campus Project.

- 7,422 feet of potable water main.
- 55 water service connections
- 939 feet of non-potable water main
- 3,530 feet of sanitary sewer.
- 3 sewer service connections

The following tasks will be completed:

Project Coordination

- The Consultant will attend weekly construction meetings with the City of Greeley's assigned construction management team over the 24-month period and up to the number of hours in the fee estimate.
- The Consultant will attend up to 20 additional internal/external meetings and up to the number of hours included in the fee estimate.

Drawing Adjustments and General Construction Support

- The Consultant will conduct up to 15 limited construction observation site visits over the 24-month period in response to field questions and to assess progress and general compliance with project plans and specifications.
- The Consultant will complete up to 12 minor revisions to construction plans resulting from changed or unforeseen site conditions, or change order requests, over the 24-month period.

Request for Information (RFI) Review/Response

- The Consultant will review and respond to up to 20 Requests for Information (RFI) relating to water, non-potable water, and sewer and as submitted by project stakeholders over the course of the 24-month project period and up to the number of hours included in the fee estimate.

As-Builts

- The Consultant will incorporate Contractor and Owner supplied construction plan redlines to serve as a record drawing of facilities installed within the 24-month project period and up to the number of hours included in the fee estimate.
- Record drawings, stamped by a Professional Engineer in the State of Colorado, will be provided for the water, non-potable water, and sanitary sewer facilities and in CAD/GIS digital format.

Assumptions and Exclusions:

The following assumptions and exclusions have been included in the preparation of this scope of work and associated fee estimate:

- Any items not specifically included within the scope of this proposal are excluded.
- The time period for this scope of work is 24 months. If the project extends beyond this period, a change order will be required for continuation of the project scope.
- This scope of work will be executed on a time and materials basis. Any additional hours required for execution of this scope of work will require a change order.
- It is assumed that all red lines reflecting changes to the original plans, as developed and submitted by Wilson & Company, Inc. (Wilson & Company), will be provided by others. No field verification by Wilson & Company will be required.
- Additional design resulting from field verification, agency review, or unforeseen existing conditions is not included in this scope.
- Submittals and shop drawing reviews are not included in this scope of work.
- It is assumed that all meetings will be virtual. No in-person meetings are included with this scope.



(408) 453-5373
2833 JUNCTION AVENUE, SUITE 110
SAN JOSE, CA 95134

MARKTHOMAS.COM

June 30, 2026

FEE ESTIMATE

Attached is a cost breakdown for the fee.

SCHEDULE

We will work with the City to establish a schedule and submit for your review.

Thank you for the opportunity to provide this letter for additional services. Please give me a call if you need any additional information or have any questions regarding these additional services.

Sincerely,

MARK THOMAS

John Rohner

Sr. Project Manager

Accepted:

Signature



COST PROPOSAL FOR PROJECT SCOPE - City of Greeley: Downtown Campus - CO #4

 *Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.	Mark Thomas									Subconsultants			TOTAL COST
	Principal \$544	Sr. Project Manager \$344	Sr. Project Engineer \$258	Design Engineer II \$188	Sr. Technician \$199	Sr. Project Accountant \$194	Sr. Project Coordinator \$194	Total Hours	Total MT Cost	Colliers PW	ICON	Wilson & Company	
1.0 CONSTRUCTION SUPPORT SERVICES													
1.1 Project Management	4	148				48	80	280	\$77,942	-	-	-	\$77,942
Subtotal Phase 1	4	148	0	0	0	48	80	280	\$77,942	\$0	\$0	\$0	\$77,942
2.0 SUE QLA													
2.1 Additional Pothole Investigations								0	\$0	352,310	-	-	\$352,310
Subtotal Phase 2	0	0	0	0	0	0	0	0	\$0	\$352,310	\$0	\$0	\$352,310
3.0 ROADWAY PSDC (MARK THOMAS)													
3.1 9th Street 2-way conversion		4	32	24	12			72	\$16,553	-	-	-	\$16,553
3.2 Project Coordination		48	172					220	\$60,959	-	-	-	\$60,959
3.3 Drawing Adjustments & General Construction Support			60	120	288			468	\$95,442	-	-	-	\$95,442
3.4 Respond to Request for Information (RFI) submittals			60	120	48			228	\$47,656	-	-	-	\$47,656
3.5 As-built Drawings			48		180			228	\$48,238	-	-	-	\$48,238
Subtotal Phase 3	0	52	372	264	528	0	0	1216	\$268,847	\$0	\$0	\$0	\$268,847
4.0 STORM DRAINAGE PSDC (ICON)													
4.1 Project Coordination								0	\$0	-	90,000	-	\$90,000
4.2 Drawing Adjustments & General Construction Support								0	\$0	-	70,000	-	\$70,000
4.3 Respond to Request for Information (RFI) submittals								0	\$0	-	40,000	-	\$40,000
4.4 As-built Drawings								0	\$0	-	30,000	-	\$30,000
Subtotal Phase 4	0	0	0	0	0	0	0	0	\$0	\$0	\$230,000	\$0	\$230,000
5.0 WATER/SEWER/NON-POTABLE/DRY UTILITIES PSDC													
5.1 9th Street Traffic Signal Updates								0	\$0	-	-	37,982	\$37,982
5.2 Project Coordination								0	\$0	-	-	113,116	\$113,116
5.3 Drawing Adjustments & General Construction Support								0	\$0	-	-	69,324	\$69,324
5.4 Respond to Request for Information (RFI) submittals								0	\$0	-	-	31,800	\$31,800
5.5 As-built Drawings								0	\$0	-	-	37,374	\$37,374
Subtotal Phase 5	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$289,596	\$289,596
TOTAL HOURS	4	200	372	264	528	48	80	1496		0	0	0	
OTHER DIRECT COSTS									\$9,350	\$0	\$0	\$0	\$9,350
TOTAL COST	\$2,174	\$68,880	\$96,088	\$49,723	\$105,128	\$9,299	\$15,498		\$356,139	\$352,310	\$230,000	\$289,596	\$1,228,045

MT Fee (B Rates)

Please note that the rates shown are for estimating purposes only. See rate schedule for actual rates/ranges.



Council Agenda Summary

July 21, 2026

Key Staff Contact: Deb Callies, Housing Director

Title:

Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive Housing Planning Grant funds for consultant services

Summary:

In 2023 The City of Greeley opted into compliance with Proposition 123 (Prop 123) which provides funding for housing development from the State of Colorado. To monitor housing needs and progress in eligible municipalities, Prop 123 requires that the City comply with Senate Bill 24-174. The City is due to prepare an updated Housing Needs Assessment and a Housing Action Plan that includes additional information based on recent guidance by the Colorado Department of Local Affairs (DOLA) Department of Housing (DOH).

The City of Greeley's most recent Housing Needs Assessment was performed in 2023, and the City adopted a Housing for All Strategic Plan in 2025, both prior to guidance by CDLE and DOH. Following review by the Colorado Department of Local Affairs (DOLA), both documents were determined to require additional information in accordance with Senate Bill 24-174. The updated Housing Needs Assessment must be completed by December 31, 2026, and the initial Housing Action Plan must be adopted by January 1, 2028.

To support this effort, the Housing Solutions Department applied for and was awarded the Housing Planning Grant (HPLN-H26048) through DOLA. The grant provides \$123,750 to fund consultant services for preparation of an updated Housing Needs Assessment, Housing Action Plan, and the Strategic Growth and Water Supply Elements of the City's Comprehensive Plan. The grant requires a local match of \$41,250, which will be funded through the Housing Solutions Departments' prior year's program income. The required local match is included in the adopted Housing Solutions budget and will not result in any new budgetary impact on the City.

Acceptance of the grant will allow the City to complete the planning activities necessary to comply with Senate Bill 24-174 while leveraging state funding to offset project costs.

In accordance with Greeley Municipal Code Section 6-1020, City Council approval is required to formally accept the grant award.

Fiscal Impact:

No Impact: If there is no impact, provide the reason

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

- Is it budgeted?

- Does it require a new appropriation? Yes
- Are there any long-term financial impacts? No

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

- Is it budgeted? Yes
- If not, will it require a new appropriation? Yes
- If yes, what source and fund will be used? Housing Dept Fund 172 will provide grant match of \$41,250
- Are there any long-term financial impacts? No
- Is there grant funding for this item? Yes, we would receive \$123,750 in grant funding for this project.

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

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

Housing For All

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. 105, 2026 with Exhibits A

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 105, 2026**

**A RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE STATE OF
COLORADO, DEPARTMENT OF LOCAL AFFAIRS, TO RECEIVE HOUSING PLANNING
GRANT FUNDS FOR CONSULTANT SERVICES**

WHEREAS, the City of Greeley has applied for and been awarded funding from the Division of Housing, Colorado Department of Local Affairs, through the Housing Planning Grant Program in the amount of \$123,750.00; and

WHEREAS, the City will provide matching funds in the amount of \$41,250.00; and

WHEREAS, the DOLA Grant funds will be spent on costs directly related to consultant services to develop a new Housing Needs Assessment, updated Housing Action Plan, and new strategic growth and water supply elements to be incorporated into the Comprehensive Plan to identify and address the housing and planning needs in Greeley, Colorado, in a form that aligns with the requirements set forth in Colorado Senate Bill 24-174; and

WHEREAS, to receive the grant funds the City must execute a Grant Agreements with the State of Colorado, a copy of which are attached as Exhibit A; and

WHEREAS, the City of is authorized by Section 3-5 of the Greeley City Charter and Section 2-186 of the Greeley Municipal Code to enter into intergovernmental agreements to furnish governmental services.

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

Section 1. That the City Manager is hereby authorized to finalize and execute the proposed Grant Agreement, attached as Exhibit A, with the State of Colorado Department of Local Affairs, for the receipt of grant funds to be used for consultant services, in a form modified and approved by the City Attorney consistent with the terms, conditions, and objectives of the agreement presented to Council.

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

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

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

EXHIBIT A
GRANT AGREEMENT
Summary of Terms and Conditions

State Agency
DEPARTMENT OF LOCAL AFFAIRS (DOLA)

Grantee
City of Greeley

Project Number and Name
HPLN-H26048 - Greeley HNA, Comp Plan
Elements, and Housing Action Plan
DLG Portal Number

HPLN-H26048

CMS Number
208337

Grant Award Amount
\$123,750.00

Retainage Amount
\$6,187

Funding Account Codes

Phase Code

VCUST#
VC00000000014154

Address Code
CN001, EFT

Performance Start Date
The later of the Effective Date or May 21, 2026

Grant Expiration Date
January 31, 2028

DOLA Program Manager
Ashley Basham, (720) 666-2872
(ashley.basham@state.co.us)

DOLA Program Assistant
Alice Huang, (303) 864-8449
(alice.huang@state.co.us)

Program Name
Housing Planning Grant Program
()

Agreement Authority
Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 24-32-3709(6)(a) (Housing Needs Planning Technical Assistance Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

Grant Purpose/Project Description

The Project consists of developing a new Housing Needs Assessment, updated Housing Action Plan, and new strategic growth and water supply elements to be incorporated into the Comprehensive Plan to identify and address the participating jurisdiction's housing and planning needs in Greeley, Colorado.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project
2. Exhibit G, Sample Option Letter

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Agreement
2. Any properly executed Option Letter or Amendment
3. The provisions of the other sections of the main body of this Agreement
4. Exhibit B, Scope of Project

Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

Maria De Cambra, Executive Director

DEPARTMENT OF LOCAL AFFAIRS

PROGRAM REVIEWER

By: Maria De Cambra, Executive Director

Date: _____

By: Ashley Basham, HPLN Program Manager

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Name: Controller Delegate

Signature: Controller Delegate

Effective Date: _____

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. *Reserved.*
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under

§24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

- D. **“Budget”** means the budget for the Work described in **Exhibit B**.
- E. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. *Reserved.*
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- H. *Reserved.*
- I. **“Grant” or “Grant Agreement” or “Intergovernmental Grant Agreement”** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- J. **“Grant Funds” or “Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- K. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- L. **“Effective Date” or “Performance Start Date”** means the Performance Start Date shown on the first page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.
- M. **“Exhibits”** means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- N. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.
- O. *Reserved.*

- P.** *Reserved.*
- Q.** “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- R.** “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- S.** “**Initial Term**” means the time period between the initial Performance Start Date and the initial Grant Expiration Date.
- T.** “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- U.** *Reserved.*
- V.** “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- W.** *Reserved.*
- X.** *Reserved.*
- Y.** “**Services**” means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- Z.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by

the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

DD. *Reserved.*

EE. “Subcontractor” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.

FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. “Work” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. Reserved.

C. Matching Funds

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year

debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out and Deobligation of Grant Funds.

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to deobligation by the State.

F. Erroneous Payments.

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close-out period described in §5.E.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available

at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall

maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases

containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute

and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICT OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. BREACH OF AGREEMENT

In the event of a breach of Agreement, the aggrieved Party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

In addition to any remedies available under any Exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any term or condition of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all

completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their 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 Intergovernmental Grant 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.

17. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant 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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant 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.

C. Entire Understanding

This Intergovernmental Grant 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 Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Intergovernmental Grant 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 Performance Start Date. Grantee shall strictly 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. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, 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 Contract by reference.

G. Severability

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

H. Survival of Certain Intergovernmental Grant Agreement Terms

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

I. Third Party Beneficiaries

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

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant 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.

K. Accessibility

- i. *Reserved.*
- ii. Grantee 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.
- iii. The State may require Grantee'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 Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. *Reserved*

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant 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.

Financial obligations of the State payable after the current 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 Intergovernmental Grant 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.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee 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 Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement. Grantee 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.

Grantee 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 Grantee harmless; requires the State to agree to binding arbitration; limits Grantee'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 Grantee shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grantee, 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. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

LY LEFT BLANK

Exhibit A, Applicable Laws

Laws, regulations, and authoritative guidance incorporated into this Agreement include, without limitation:

1. Housing and Community Development Act of 1974, Pub L, No. 93-383, as amended.
2. Cranston-Gonzales National Affordable Housing Act of 1990, as amended.
3. 24 CFR Part 92, HOME Investment Partnerships Program Final Rule.
4. State of Colorado Community Development Block Grant (CDBG) Guidebook, available on DOLA's website.
5. 24 CFR Parts 0-91 Housing and Urban Development.
6. 24 CFR Subtitle B, Chapter I – XXV, HUD.
7. 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
8. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
9. 2 CFR Part 230, Cost Principles for Non-Profit Organizations.
10. 2 CFR Part 200 Section 500, *et seq.*, Audit Requirements.
11. §29-1-601, *et seq.*, C.R.S., Local Government Audit Law.
12. §24-32-106 C.R.S., Powers of the director provision.
13. §24-32-705(1)(i) C.R.S., DOH ability to accept and receive grants.
14. 16 USC §469, *et seq.*, Historic Preservation.
15. 2 USC Chapter 26, Disclosure of Lobbying Activities.
16. 5 USC §552a, Public Information; agency rules, opinions, order, records and proceedings (Privacy Act 1974).
17. 8 USC §1101-1646, Immigration and Nationality.
18. 12 USC §§1701- 1701z-15, National Housing Act.
19. 15 USC Chapter 49, Fire Prevention and Control.
20. 16 USC Chapters 1-92, Conservation.
21. 16 USC §469, *et seq.*, Historic Preservation.
22. 16 USC §1531, *et seq.*, Endangered Species.
23. 16 USC §1271, *et seq.*, Wild and Scenic Rivers.
24. 20 USC Chapter 38, Discrimination Based on Sex or Blindness (Title IX, as amended, Education Amendment of 1972).
25. 29 USC Chapter 8, §§201, 206, *et seq.*, as amended, Labor.
26. 29 USC Chapter 14 Age Discrimination in Employment.

27. 29 USC Chapter 16, §§793-794, *et seq.*, as amended, Vocational Rehabilitation and Other Rehabilitation Services.
28. 31 USC Subtitles I – VI, Money and Finance.
29. 40 USC Subtitle I, Federal Property and Administrative Services.
30. 40 USC Subtitle II, Public Buildings and Works.
31. 40 USC §§ 3141 – 3148, Wage Rate Requirements (Davis Bacon).
32. 40 USC §§ 3701 – 3708, Contract Work Hours and Safety Standards Act.
33. 40 CFR Parts 1500-1508, Council on Environmental Quality (Regulations Implementing NEPA).
34. 41 CFR Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
35. 41 USC § 6502, *et seq.*, Walsh-Healey Public Contracts Act.
36. 41 USC Chapter 81, Drug Free Workplace.
37. 42 USC Chapter 6A, Public Health Service.
38. 42 USC Chapter 21, Civil Rights.
39. 42 USC Chapter 45 Fair Housing.
40. 42 USC Chapter 50, National Flood Insurance.
41. 42 USC Chapter 55, National Environmental Policy.
42. 42 USC Chapter 63, Lead-Based Paint Poisoning Prevention.
43. 42 USC Chapter 69, Community Development.
44. 42 USC Chapter 76, Age Discrimination in Federally Assisted Programs.
45. 42 USC Chapter 85, Air Pollution Prevention and Control.
46. 42 USC Chapter 89, Congregate Housing Services.
47. 42 USC Chapter 126, Equal Opportunity for Individuals with Disabilities.
48. 42 USC Chapter 130, National Affordable Housing.
49. 42 USC §§300f – 300j-26, Safe Drinking Water.
50. 49 CFR Part 24, as amended, Uniform Relocation Assistance and Real Property for Federal and Federally Assisted Programs.
51. §24-34-301, *et seq.*, C.R.S., Colorado Civil Rights Division.
52. §24-34-501, *et seq.*, C.R.S., Housing Practices.
53. §24-75-601, *et seq.*, C.R.S., Legal Investment of Public Funds.

54. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs.
55. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
56. Executive Order 11988, Floodplain Management.
57. Executive Order 11990, Protection of Wetlands.
58. Public Law 110-289, Housing and Economic Recovery Act of 2008.
59. Public Law 111-203, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.
60. Compliance with all applicable standards, orders, or requirements issued pursuant to section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, March 11, 1988, as amended at 60 FR 19639, Apr. 19, 1995].

Exhibit B, Statement of Project

1. PURPOSE

1.1. Housing Planning Grant Program. The purpose of the Housing Planning Grant Program (HPLN) is to provide grants to local governments and regional entities to help them better understand their housing needs and to develop actionable and compliant Housing Needs Assessments (HNA), Housing Action Plans, and Comprehensive Plan elements.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of developing a new Housing Needs Assessment, updated Housing Action Plan, and new strategic growth and water supply elements to be incorporated into the Comprehensive Plan to identify and address the participating jurisdiction's housing and planning needs in Greeley, Colorado.

2.2. Work Description. The City of Greeley (Grantee) will hire qualified consultants to:

- ☐ 1) Update an existing Housing Needs Assessment (HNA) to comply with SB24-174
- ☒ 2) Update an existing Housing Action Plan to comply with SB24-174
- ☒ 3) Create a new Housing Needs Assessment (HNA) to comply with SB24-174
- ☐ 4) Create a new Housing Action Plan to comply with SB24-174
- ☒ 5) Add a new Comprehensive Plan strategic growth element that complies with SB24-174
- ☐ 6) Update an existing Comprehensive Plan strategic growth element that complies with SB24-174
- ☒ 7) Add a new Comprehensive Plan water supply element that complies with SB24-174
- ☐ 8) Update an existing Comprehensive Plan water supply element that complies with SB24-174

Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) a description of the Grantee's approach to completing the compliant Housing Needs Assessment, Housing Action Plan, and/or Comprehensive Plan strategic growth element; 2) the outcome of that effort, including whether the final documents were formally adopted and an assessment of how effective this approach has been; 3)

confirmation of coordination with DOLA's Technical Assistance staff on the submission of the HPLN-funded documents; 4) any other project outcomes that impacted the Grantee's HPLN-related goals; 5) a description of community engagement efforts; and 6) any lessons learned. Grantee will own all resulting documents.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: consultant fees and Direct costs.

2.5.1. Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

2.5.2. Ineligible Expenses. Ineligible expenses shall include, but are not limited to: indirect overhead or general operating costs, site-specific studies, pre-development costs, lobbying, entertainment, food and beverage for public meetings, or other items not allowed under 2 CFR 200 Cost Principles. Grant Funds may not be used to cover legal costs for defense.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcomes of this Grant are a completed HNA, Housing Action Plan, and strategic growth and water supply elements for the City of Greeley, Colorado, to comply with SB24-174. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

4.2. Service Area. The performance of the Work described within this Grant shall be located in the City of Greeley, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the Consultant's subcontract(s).
Submit draft of HNA, Housing Action Plan, and strategic growth and water supply elements to DOLA for courtesy review.	At least 30 days before a scheduled public hearing.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Reports	See §4.5.2 below
Submit Project Final Report	March 17, 2028

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 10 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description

and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 10 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2 nd (Apr-Jun)	2026	JULY 10, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 10, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 10, 2027	Yes	Yes
1 st (Jan-Mar)	2027	April 10, 2027	Yes	Yes
2 nd (Apr-Jun)	2027	JULY 10, 2027*	Yes	Yes
3 rd (Jul-Sep)	2027	October 10, 2027	Yes	Yes
4 th (Oct-Dec)	2027	January 10, 2028	Yes	Yes
1 st (Jan-Mar)	2028	April 10, 2028	Yes	Yes

***State fiscal year runs July 1 - June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 10 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Deb Callies, Director of Housing, (deb.callies@greeleygov.com), who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5**. Such administrator shall be updated through

the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. Kaileen Whaley, Housing Incentives Manager, (kaileen.whaley@greeleygov.com). Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with §14 of the Grant.

5.4. DLG Program Manager: Ashley Basham, (720) 666-2872, (ashley.basham@state.co.us).

5.5. DLG Program Assistant: Alice Huang, (303) 864-8449, (alice.huang@state.co.us).

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide at least 25% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or Exhibit B.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	\$165,000	\$123,750	\$41,250	Grantee
	Total	\$165,000	\$123,750	\$41,250	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §5 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
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Interim Payment(s)	\$117,563	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$6,187	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$123,750	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **\$4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 45 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

- 8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- 8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
- 8.3.4. Substitution.** The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

- 9.1.Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2.Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3.Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4.Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

Exhibit D, Reserved

Exhibit E, PII Certification

STATE OF COLORADO

**THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have 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.

Signature: _____

Printed Name: _____

Date: _____

Exhibit E, PII Certification

STATE OF COLORADO

**THIRD PARTY ENTITY / ORGANIZATION 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 entity / organization) (the “Organization”), hereby certify under the penalty of perjury
that the Organization 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
Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit F, Reserved

Exhibit G, Sample Option Letter

State Agency

Department of Local Affairs,
for the benefit of the Division of Housing

Existing CMS Numbers

000000, 000000 (A1), 000000 (OL1)

(Previous) Agreement Maximum Amount

\$0,000,000.00

(Previous) Initial Agreement Expiration Date

\$0,000,000.00

(Previous) Fund Expenditure End Date

Month XX, 202X

Grantee

[Name]

Encumbrance #

[H6HOMA34755](#)

New CMS #

000000

(New) Agreement Maximum Amount

\$00,000,000.00 (No change)

(New) Initial Agreement Expiration Date

\$0,000,000.00 (No change)

(New) Fund Expenditure End Date

Month XX, 202X (No change)

Options:

- A. Initial Agreement Expiration Date.
- B. Fund Expenditure End Date.
- C. Agreement Maximum Amount.
- D. Project Budget.
- E. Payment Schedule.
- F. Milestones.
- G. Service Area.
- H. Responsible Administrator.
- I. Remittance Address.

Required Provisions:

1. **For use with Option 1(A):** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.
2. **For use with Option 1(B):** The Fund Expenditure End Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Fund Expenditure End Date shown in the table above.
3. **For use with Options 1(C):** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.
4. **For use with Option 1(D):** The Project Budget in §5.2 of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

5.2. Project Budget

Budget Item	Amount
[Insert]	[Insert]
Total	[Insert]

5. **For use with Option 1(E):** The **Payment Schedule** in §6.1 of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

6.1. Payment Schedule

Payment	Amount	Timing
[Insert]	[Insert]	[Insert]
Total	[Insert]	[Insert]

6. **For use with Option 1(F):** The **Milestones** in §3.2 of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

3.2. Performance Milestones. Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
[Insert]	[Insert]
Total	[Insert]

7. **For use with Option 1(G):** The **Service Area** in §3.3 of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

3.3. Service Area. The services described within this Grant may be provided in [Area], State of Colorado.

8. **For use with Option 1(H):** The **Responsible Administrator** in §4.2 of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

4.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of [Name, Title, email address] who is hereby designated as the responsible administrator of this Project.

9. **For use with Option 1(I):** The **Remittance Address** in §6.2 of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

6.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §14 of the Grant:

[Grantee Name]
[Street Address]
[City, State, Zip]

Option Effective Date:

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

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

STATE OF COLORADO
Governor
Department of Local Affairs

By: Executive Director

Date:__

STATE CONTROLLER

By: Controller Delegate

Option Effective Date



Council Agenda Summary

July 21, 2026

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

Title:

Resolution authorizing the City of Greeley to provide Fire Protection service to the Cache Annexation, as set forth in Exhibits A-1 and A-2, respectively, of the petition to exclude territory from Windsor-Severance Fire Protection District, and directing the City Attorney to commence a court action to exclude the property from Windsor-Severance Fire Protection District

Summary:

During 2021, the City of Greeley annexed two properties which, collective, comprise the Cache Annexation, and which previously received fire services from the Windsor-Severance Protection District (the "District"). That newly annexed area now receives services from the Greeley Fire Department. By state statute, the City must file an action in District Court to exclude these properties from taxation by the District and thus prevent double taxation on the properties. This Resolution, if adopted, will provide the necessary authority for the City Attorney's Office to institute an action for the fire district exclusions as well as to authorize the City to provide such fire protection services.

Per the Charter, the City Attorney has negotiated the terms of the exhibits to the Petition.

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:

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. 106, 2026 with Exhibit 1

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 106, 2026**

**A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO PROVIDE FIRE
PROTECTION SERVICE TO THE CACHE ANNEXATION, AS SET FORTH IN
EXHIBITS A-1 AND A-2, RESPECTIVELY, OF THE PETITION TO EXCLUDE
TERRITORY FROM THE WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT,
AND DIRECTING THE CITY ATTORNEY TO COMMENCE A COURT ACTION TO
EXCLUDE THE PROPERTY FROM THE WINDSOR-SEVERANCE FIRE
PROTECTION DISTRICT**

WHEREAS, the City of Greeley has annexed territory which was formerly provided with fire protection by the Windsor-Severance Fire Protection District; and

WHEREAS, the City is presently providing such protection, and has done so since the territory was annexed; and

WHEREAS, the District will not be harmed by exclusion of this territory from its jurisdiction; and

WHEREAS, the owner of this territory will be harmed by paying property taxes to both the City and the District for the same fire protection services; and

WHEREAS, pursuant to Section 6-3 of the Greeley Charter, the City Council must authorize the City Attorney to institute a court action to exclude this property from the Windsor-Severance Fire Protection District.

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

Section 1. That the City of Greeley, through the Greeley Fire Department, will provide fire protection service to the territory specified as the Cache Annexation, as set forth in Exhibits A-1 and A-2, respectively, to the Petition to Exclude Territory from the Windsor-Severance Fire Protection District. A copy of the draft Petition is attached hereto as Exhibit 1 to this Resolution.

Section 2. That pursuant to Section 6-3 of the Greeley Charter, the City Council hereby authorizes the City Attorney to amend the Petition, including its attachments, and institute a Court action to exclude this property from the Windsor-Severance Fire Protection District.

Section 3. This Resolution shall become effective immediately upon its passage, and because the fire protection is and has already been provided to the Cache Annexation, this Resolution shall be retroactive to the date(s) of annexation.

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

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

DISTRICT COURT, WELD COUNTY COLORADO 901 9th Avenue Greeley, Colorado 80631 (970) 475-2400	
In Re: Windsor-Severance Fire Protection District Petitioner: The City Council of the City of Greeley, Colorado.	
<i>Counsel for Petitioner</i> CITY ATTORNEY’S OFFICE, THE CITY OF GREELEY, COLORADO Michael J. Axelrad #24460 Senior Assistant City Attorney 1100 10th Street, Suite 401 Greeley, Colorado 80631 Telephone: (970) 350-9755 Facsimile: (970) 350-9763 E-mail: michael.axelrad@greeleygov.com	Case Number: 1950CV11685 Division: 1
PETITION OF THE CITY COUNCIL OF THE CITY OF GREELEY TO EXCLUDE TERRITORY FROM THE WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT	

PETITIONER, the City Council of the City of Greeley, Colorado (the “City”), by and through undersigned counsel, respectfully petitions the Court pursuant to § 32-1-502, C.R.S., to exclude the territories known as “Cache Annexation,” more fully specified in Exhibit A-1 and A-2 attached hereto and incorporated herein by this reference, which are now located within the corporate limits of the City of Greeley, from the Windsor-Severance Fire Protection District (the “District”).

The properties for which exclusion is sought are now double-taxed and/or covered by duplicate fire protection service as a result of the annexation of the properties by the City. This annexation was actually accomplished in 2021, following an application submitted during the

Exhibit 1 to Cache Resolution

COVID quarantine. The City is submitting this application to ensure the elimination of double taxation moving forward.

Attached hereto and incorporated herein by this reference are the following additional exhibits:

1. Exhibit B is a copy of a Resolution passed by the City Council of the City of Greeley on _____, by which the City agrees to provide, through the Greeley Fire Department, the fire protection service that has been provided to the excluded properties by the District.

2. Exhibit C is Joint Stipulation and Plan between the City and the District providing for continuation of service in the territories by making fire protection in the Exclusion the responsibility of the City, through the Greeley Fire Department, and indicating that no facilities of the District are located within the exclusion properties, the District has no bonds or other outstanding indebtedness to be adversely affected by the Exclusion, no facilities are to be transferred, the District's remaining facilities are adequate to continue serving the District, and this proposed Exclusion will neither reduce services or facilities nor significantly increase costs to users in the remaining territory of the District, if it increases costs at all.

3. Exhibit D is a Declaration from the Chief of the Greeley Fire Department stating that the quality of fire protection service will not be adversely affected by the requested Exclusion.

4. Exhibit E is a Declaration by the President of the Board of Directors of the District stating that the service provided to the Exclusion is fire protection, the Exclusion contains less than fifty (50%) percent of the territory of the District, and the valuation for

assessment of the Exclusion territories is less than the valuation for assessment of the area of the remaining territory of the District.

The City has notified the Board of Directors of the District of the filing of this Petition by serving a copy of it upon its legal counsel as set forth in the Certificate of Service appended below. When this Court has set a date for a hearing on the Petition pursuant to C.R.S. §32-1-502(2), the City will notify the taxpaying electors of the District by publication, as provided in C.R.S. §32-1-502(1)(a).

WHEREFORE, the City respectfully requests that the Court set a hearing on its Petition, and after the hearing grant its Petition and order the territories described in Exhibit A be excluded from the District. A proposed Order accomplishing this is attached.

RESPECTFULLY SUBMITTED this ____ day of _____, 2026.

THE CITY OF GREELEY, COLORADO
OFFICE OF THE CITY ATTORNEY

By: s/ Michael J. Axelrad
Michael J. Axelrad #24460
Senior Assistant City Attorney
1100 10th Street, Suite 401
Greeley, CO 80631
(970)350-9757
*The original signature is on file at the City
Attorney's Office, Greeley, Colorado*

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of _____, 2026, a true and correct copy of the foregoing PETITION OF THE CITY COUNCIL OF THE CITY OF GREELEY TO EXCLUDE TERRITORY FROM THE WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT was served by U.S. Mail, first class postage prepaid, and addressed as follows:

John Chmil
Catherine Tallerico
Lyons Gaddis
P.O. Box 978
Longmont, CO 80502-0978

/s/ Carol Templeman
Carol Templeman

*The original signature is on file at the City
Attorney's Office, Greeley, Colorado*



Council Agenda Summary

July 21, 2026

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

Title:

Resolution authorizing the City of Greeley to provide Fire Protection service to the Seeley Lake Annexation and the Willow Vista Annexation, as set forth in Exhibits A-1 and A-2, respectively, of the petition to exclude territory from the Eaton Fire District, and directing the City Attorney to commence a court action to exclude the properties from the Eaton Fire Protection District

Summary:

During 2023, the City of Greeley annexed two properties that previously received fire services from the Eaton Fire Protection District (the "District"). That newly annexed area now receives services from the Greeley Fire Department. By state statute, the City must file an action in District Court to exclude these properties from taxation by the District and thus prevent double taxation on the properties. This Resolution, if adopted, will provide the necessary authority for the City Attorney's Office to institute an action for the fire district exclusions as well as to authorize the City to provide such fire protection services.

Per the Charter, the City Attorney has negotiated the terms of the exhibits to the Petition.

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:

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. 107, 2026 with Exhibit 1

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 107, 2026**

A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO PROVIDE FIRE PROTECTION SERVICE TO THE SEELEY LAKE ANNEXATION AND THE WILLOW VISTA ANNEXATION, AS SET FORTH IN EXHIBITS A-1 AND A-2, RESPECTIVELY, OF THE PETITION TO EXCLUDE TERRITORY FROM THE EATON FIRE PROTECTION DISTRICT, AND DIRECTING THE CITY ATTORNEY TO COMMENCE A COURT ACTION TO EXCLUDE THE PROPERTY FROM THE EATON FIRE PROTECTION DISTRICT

WHEREAS, the City of Greeley has annexed territory which was formerly provided with fire protection by the Eaton Fire Protection District; and

WHEREAS, the City is presently providing such protection, and has done so since the territory was annexed; and

WHEREAS, the District will not be harmed by exclusion of this territory from its jurisdiction; and

WHEREAS, the owner of this territory will be harmed by paying property taxes to both the City and the District for the same fire protection services; and

WHEREAS, pursuant to Section 6-3 of the Greeley Charter, the City Council must authorize the City Attorney to institute a court action to exclude this property from the Eaton Fire Protection District.

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

Section 1. That the City of Greeley, through the Greeley Fire Department, will provide fire protection service to the territory specified as the Seeley Lake Annexation and Willow Vista Annexation, as set forth in Exhibits A-1 and A-2, respectively, to the Petition to Exclude Territory from the Eaton Fire Protection District. A copy of the draft Petition is attached hereto as Exhibit 1 to this Resolution.

Section 2. That pursuant to Section 6-3 of the Greeley Charter, the City Council hereby authorizes the City Attorney to amend the Petition, including its attachments, and institute a Court action to exclude this property from the Eaton Fire Protection District.

Section 3. This Resolution shall become effective immediately upon its passage, and because the fire protection is and has already been provided to the Seeley Lake Annexation and Willow Vista Annexation, this Resolution shall be retroactive to the date(s) of annexation.

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

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

DISTRICT COURT, WELD COUNTY COLORADO 901 9th Avenue Greeley, Colorado 80631 (970) 475-2400	
In Re: Eaton Fire Protection District Petitioner: The City Council of the City of Greeley, Colorado.	
<i>Counsel for Petitioner</i> CITY ATTORNEY’S OFFICE, THE CITY OF GREELEY, COLORADO Michael J. Axelrad #24460 Senior Assistant City Attorney 1100 10th Street, Suite 401 Greeley, Colorado 80631 Telephone: (970) 350-9755 Facsimile: (970) 350-9763 E-mail: michael.axelrad@greeleygov.com	Case No.: 1959CV014213 Div. 1
PETITION OF THE CITY COUNCIL OF THE CITY OF GREELEY TO EXCLUDE TERRITORY FROM THE EATON FIRE PROTECTION DISTRICT	

PETITIONER, the City Council of the City of Greeley, Colorado (the “City”), by and through undersigned counsel, respectfully petitions the Court pursuant to § 32-1-502, C.R.S., to exclude the territories known as “Seeley Lake Annexation,” more fully specified in Exhibit A-1 attached hereto and incorporated herein by this reference, and “Willow Vista Annexation,” more fully specified in Exhibit A-2 attached hereto and incorporated herein by this reference, which are now located within the corporate limits of the City of Greeley, from the Eaton Fire Protection District (the “District”).

The properties for which exclusion is sought are now double-taxed and/or covered by duplicate fire protection service as a result of the annexation of the properties by the City.

Exhibit 1 to Seeley Lake/Willow Vista Resolution

Attached hereto and incorporated herein by this reference are the following additional exhibits:

1. Exhibit B is a copy of a Resolution passed by the City Council of the City of Greeley on _____, by which the City agrees to provide, through the Greeley Fire Department, the fire protection service that have been provided to the excluded properties by the District.

2. Exhibit C is Joint Stipulation and Plan between the City and the District providing for continuation of service in the territories by making fire protection in the Exclusion the responsibility of the City, through the Greeley Fire Department, and indicating that no facilities of the District are located within the exclusion properties, the District has no bonds or other outstanding indebtedness to be adversely affected by the Exclusion, no facilities are to be transferred, the District's remaining facilities are adequate to continue serving the District, and this proposed Exclusion will neither reduce services or facilities nor significantly increase costs to users in the remaining territory of the District, if it increases costs at all.

3. Exhibit D is a Declaration from the Chief of the Greeley Fire Department stating that the quality of fire protection service will not be adversely affected by the requested Exclusion.

4. Exhibit E is a Declaration by the President of the Board of Directors of the District stating that the service provided to the Exclusion is fire protection, the Exclusion contains less than fifty (50%) percent of the territory of the District, and the valuation for assessment of the Exclusion territories is less than the valuation for assessment of the area of the remaining territory of the District.

The City has notified the Board of Directors of the District of the filing of this Petition by serving a copy of it upon its legal counsel as set forth in the Certificate of Service appended below. When this Court has set a date for a hearing on the Petition pursuant to C.R.S. §32-1-502(2), the City will notify the taxpaying electors of the District by publication, as provided in C.R.S. §32-1-502(1)(a).

WHEREFORE, the City respectfully requests that the Court set a hearing on its Petition, and after the hearing grant its Petition and order the territories described in Exhibit A be excluded from the District. A proposed Order accomplishing this is attached.

RESPECTFULLY SUBMITTED this ____ day of _____, 2025.

THE CITY OF GREELEY, COLORADO
OFFICE OF THE CITY ATTORNEY

By: *s/ Michael J. Axelrad*
Michael J. Axelrad #24460
Senior Assistant City Attorney
1100 10th Street, Suite 401
Greeley, CO 80631
(970)350-9757
*The original signature is on file at the City
Attorney's Office, Greeley, Colorado*

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of _____, 2025, a true and correct copy of the foregoing PETITION OF THE CITY COUNCIL OF THE CITY OF GREELEY TO EXCLUDE TERRITORY FROM THE EATON FIRE PROTECTION DISTRICT was served by U.S. Mail, first class postage prepaid, and addressed as follows:

John Chmil
Catherine Tallerico
Lyons Gaddis
P.O. Box 978
Longmont, CO 80502-0978

/s/ Carol Templeman
Carol Templeman

*The original signature is on file at the City
Attorney's Office, Greeley, Colorado*



Council Agenda Summary

July 21, 2026

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

Title:

Resolution authorizing the City of Greeley to provide Fire Protection service to the Schmerge Annexation and the Kinnison Annexation, as set forth in Exhibits A-1 and A-2, respectively, of the petition to exclude territory from Windsor-Severance Fire Protection District, and directing the City Attorney to commence a court action to exclude the properties from Windsor-Severance Fire Protection District

Summary:

During 2025, the City of Greeley annexed two properties that previously received fire services from the Windsor-Severance Protection District (the "District"). That newly annexed area now receives services from the Greeley Fire Department. By state statute, the City must file an action in District Court to exclude these properties from taxation by the District and thus prevent double taxation on the properties. This Resolution, if adopted, will provide the necessary authority for the City Attorney's Office to institute an action for the fire district exclusions as well as to authorize the City to provide such fire protection services.

Per the Charter, the City Attorney has negotiated the terms of the exhibits to the Petition.

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:

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. 108, 2026 with Exhibit 1

**CITY OF GREELEY, COLORADO
RESOLUTION NO. 108, 2026**

A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO PROVIDE FIRE PROTECTION SERVICE TO THE SCHMERGE ANNEXATION AND KINNISON ANNEXATION, AS SET FORTH IN EXHIBIT A-1 AND A-2 OF THE PETITION TO EXCLUDE TERRITORY FROM WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT, AND DIRECTING THE CITY ATTORNEY TO COMMENCE A COURT ACTION TO EXCLUDE THE PROPERTY FROM WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT

WHEREAS, the City of Greeley has annexed territory which was formerly provided with fire protection by the Windsor-Severance Fire Protection District; and

WHEREAS, the City is presently providing such protection, and has done so since the territory was annexed; and

WHEREAS, the District will not be harmed by exclusion of this territory from its jurisdiction; and

WHEREAS, the owner of this territory will be harmed by paying property taxes to both the City and the District for the same fire protection services; and

WHEREAS, pursuant to Section 6-3 of the Greeley Charter, the City Council must authorize the City Attorney to institute a court action to exclude this property from the Windsor-Severance Fire Protection District.

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

Section 1. That the City of Greeley, through the Greeley Fire Department, will provide fire protection service to the territory specified as the Schmerge Annexation and Kinnison Annexation, as set forth in Exhibits A-1 and A-2, respectively, to the Petition to Exclude Territory from Windsor-Severance Fire Protection District. A copy of the draft Petition is attached hereto as Exhibit 1 to this Resolution.

Section 2. That pursuant to Section 6-3 of the Greeley Charter, the City Council hereby authorizes the City Attorney to amend the Petition, including its attachments, and institute a Court action to exclude this property from Windsor-Severance Fire Protection District.

Section 3. This Resolution shall become effective immediately upon its passage, and because fire protection is and has already been provided to the Schmerge Annexation and Kinnison Annexation, this Resolution shall be retroactive to the date of the annexation.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____, 20__.

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

DISTRICT COURT, WELD COUNTY COLORADO 901 9th Avenue Greeley, Colorado 80631 (970) 475-2400	
In Re: Windsor-Severance Fire Protection District Petitioner: The City Council of the City of Greeley, Colorado.	
<i>Counsel for Petitioner</i> CITY ATTORNEY’S OFFICE, THE CITY OF GREELEY, COLORADO Michael J. Axelrad #24460 Senior Assistant City Attorney 1100 10th Street, Suite 401 Greeley, Colorado 80631 Telephone: (970) 350-9755 Facsimile: (970) 350-9763 E-mail: michael.axelrad@greeleygov.com	Case Number: 1950CV11685 Division: 1
PETITION OF THE CITY COUNCIL OF THE CITY OF GREELEY TO EXCLUDE TERRITORY FROM THE WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT	

PETITIONER, the City Council of the City of Greeley, Colorado (the “City”), by and through undersigned counsel, respectfully petitions the Court pursuant to § 32-1-502, C.R.S., to exclude the territories known as “Schmerge Annexation,” more fully specified in Exhibit A-1 attached hereto and incorporated herein by this reference, and “Kinnison Annexation,” more fully specified in Exhibit A-2 attached hereto and incorporated herein by this reference, which are now located within the corporate limits of the City of Greeley, from the Windsor-Severance Fire Protection District (the “District”).

The properties for which exclusion is sought are now double-taxed and/or covered by duplicate fire protection service as a result of the annexation of the properties by the City.

Exhibit 1 to Schmerge/Kinnison Resolution

Attached hereto and incorporated herein by this reference are the following additional exhibits:

1. Exhibit B is a copy of a Resolution passed by the City Council of the City of Greeley on _____, by which the City agrees to provide, through the Greeley Fire Department, the fire protection service that have been provided to the excluded properties by the District.

2. Exhibit C is Joint Stipulation and Plan between the City and the District providing for continuation of service in the territories by making fire protection in the Exclusion the responsibility of the City, through the Greeley Fire Department, and indicating that no facilities of the District are located within the exclusion properties, the District has no bonds or other outstanding indebtedness to be adversely affected by the Exclusion, no facilities are to be transferred, the District's remaining facilities are adequate to continue serving the District, and this proposed Exclusion will neither reduce services or facilities nor significantly increase costs to users in the remaining territory of the District, if it increases costs at all.

3. Exhibit D is a Declaration from the Chief of the Greeley Fire Department stating that the quality of fire protection service will not be adversely affected by the requested Exclusion.

4. Exhibit E is a Declaration by the President of the Board of Directors of the District stating that the service provided to the Exclusion is fire protection, the Exclusion contains less than fifty (50%) percent of the territory of the District, and the valuation for assessment of the Exclusion territories is less than the valuation for assessment of the area of the remaining territory of the District.

The City has notified the Board of Directors of the District of the filing of this Petition by serving a copy of it upon its legal counsel as set forth in the Certificate of Service appended below. When this Court has set a date for a hearing on the Petition pursuant to C.R.S. §32-1-502(2), the City will notify the taxpaying electors of the District by publication, as provided in C.R.S. §32-1-502(1)(a).

WHEREFORE, the City respectfully requests that the Court set a hearing on its Petition, and after the hearing grant its Petition and order the territories described in Exhibit A be excluded from the District. A proposed Order accomplishing this is attached.

RESPECTFULLY SUBMITTED this ____ day of _____, 2025.

THE CITY OF GREELEY, COLORADO
OFFICE OF THE CITY ATTORNEY

By: *s/ Michael J. Axelrad*
Michael J. Axelrad #24460
Senior Assistant City Attorney
1100 10th Street, Suite 401
Greeley, CO 80631
(970)350-9757
*The original signature is on file at the City
Attorney's Office, Greeley, Colorado*

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of _____, 2025, a true and correct copy of the foregoing PETITION OF THE CITY COUNCIL OF THE CITY OF GREELEY TO EXCLUDE TERRITORY FROM THE WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT was served by U.S. Mail, first class postage prepaid, and addressed as follows:

John Chmil
Catherine Tallerico
Lyons Gaddis
P.O. Box 978
Longmont, CO 80502-0978

/s/ Carol Templeman
Carol Templeman

*The original signature is on file at the City
Attorney's Office, Greeley, Colorado*



Council Agenda Summary

July 21, 2026

Key Staff Contact: Kalen Myers, Budget & Policy Deputy Director, Nathan Mosley, Budget and Policy Director, Brandon Garza, Budget Analyst II

Title:

Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the Fiscal Year of 2026

Summary:

This is the third supplemental appropriation ordinance modifying the 2026 Budget.

The ordinance includes two appropriations:

Housing Needs Planning Grant

The City of Greeley has been awarded \$123,750 from the Colorado Department of Local Affairs (DOLA) Division of Housing through the Housing Needs Planning Technical Assistance Grant Program. As required by the grant, the City will provide a local match of \$41,250, for a total project budget of \$165,000. The local match dollars will be sourced from the Housing Grants Fund.

Grant funds will be used to procure consultant services to prepare an updated Housing Needs Assessment, Housing Action Plan, and strategic growth and water supply elements for incorporation into the City's Comprehensive Plan. These planning efforts will help identify current and future housing needs and support implementation of Council's adopted housing priorities.

Downtown Civic Campus

The ordinance appropriates \$84,650,000 within the City Center Fund to cover the costs of construction and estimated issuance costs. The total estimated issuance of Certificates of Participation (COPs) to finance the Downtown Civic Campus project will be \$93,400,000. The additional \$8,750,000 is to cover the capitalized interest during construction and will be appropriated as part of the 2027 budget.

This appropriation establishes the budget authority necessary to continue advancing the project while staff completes the financing process. Appropriating these funds authorizes expenditures within the adopted budget but does not authorize or complete the issuance of COPs.

Staff's current financing plan anticipates repayment from the Food Tax Fund. The final financing structure, including the repayment schedule, total COP issuance amount, and financing terms, will be presented to Council as part of the future COP issuance ordinance.

The future COP issuance is anticipated to return to Council for consideration in September.

The attached ordinance includes the proposed budget increases to ensure the City meets the requirements of the charter that expenditures do not exceed what has been appropriated by Council. Council may adjust or remove any of the budget requests prior to adoption at the proposed second reading on August 4, 2026.

Fiscal Impact:

If approved, will this item result in a fiscal impact on the budget? Yes

Fiscal Impact: What is the onetime and/or ongoing amount? \$84,815,000

- Is it budgeted? No
- Does it require a new appropriation? Yes, that is the purpose of this third appropriation to the 2026 Budget
- Are there any long-term financial impacts? Yes
- Is there grant funding for this item? Yes

Does this action have potential long-term fiscal implications? Yes

Total appropriations made by this ordinance, excluding transfers, are \$84,815,000. The following funding sources will be used to cover the appropriations made by this ordinance.

Source	Total
Certificates of Participation	84,650,000
Grant	123,750
Fund Balance	41,250
Grand Total	84,815,000

Legal Issues:

City Charter prohibits actual expenditures from exceeding appropriations at the fund level. This ordinance is necessary to comply with this charter requirement.

Other issues and Considerations:

N/A

Strategic Focus Area:

High-Performance Government
Housing For All

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 August 4, 2026.

Attachments:

1. Ordinance No. 41, 2026

CITY OF GREELEY, COLORADO
ORDINANCE NO. 41, 2026

**AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES
AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL
YEAR OF 2026**

WHEREAS, the City of Greeley has received and anticipates receiving revenues during the 2026 fiscal year that were not included in the adopted 2026 Budget, including grant funding and anticipated proceeds from the future issuance of Certificates of Participation for the Downtown Civic Campus project; and

WHEREAS , the City will incur expenditures during the 2026 fiscal year associated with these revenues; and

WHEREAS , Section 5-17 of the Greeley Charter requires that expenditures not exceed amounts appropriated by the City Council.

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

Section 1. In accordance with section 5-17 of the Greeley Charter, from actual and anticipated revenues which exceed the revenue estimates in the 2026 budget and amounts held in fund balance reserves from 2025, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2026:

Fund	Expenditures		
	Amount	Transfers	Total
172 – HOUSING GRANTS	\$ 165,000	-	\$ 165,000
322 – CITY CENTER	\$ 84,650,000	-	\$ 84,650,000
Grand Total	\$ 84,815,000	-	\$ 84,815,000

Section 2. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the officers, agents and employees of the City in connection with this appropriation are hereby ratified, approved and confirmed.

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

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

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor



Council Agenda Summary

Title:

Pulled Consent Agenda Items

Summary:

Pulled Consent Agenda items will be considered in the order they appeared on the consent agenda.



Council Agenda Summary

July 21, 2026

Key Staff Contact: Kelli Johnson, Deputy City Manager of Community Vitality

Title:

Public hearing and second reading of an ordinance amending Title 2, Chapter 10, Title 16, Chapter 1, and Title 20, Chapter 3 of the Greeley Municipal Code relating to references to City Hall

Summary:

Due to the relocation of City Hall to 1200 11th Avenue Greeley, certain references to City Hall in the Greeley Municipal Code are no longer relevant or accurate. The City Clerk's office is no longer housed within the new City Hall and the City no longer collects bills for water and sewer service at the Director of Finance's office. This ordinance updates the code to reflect current practices.

The item was introduced at the July 7, 2026 Council meeting and, by a majority vote of Council the public hearing and second reading was set for July 21, 2026.

Fiscal Impact:

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

Legal Issues:

The City Code should be updated to ensure legal compliance.

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Adopt the ordinance as presented; or
2. Amend the ordinance and adopt 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 adopt the ordinance and publish with reference to title only.

Attachments:

1. Ordinance No. 40, 2026 with Appendix A

CITY OF GREELEY, COLORADO
ORDINANCE NO. 40, 2026

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 10, TITLE 16, CHAPTER 1, AND
TITLE 20, CHAPTER 3 OF THE GREELEY MUNICIPAL CODE RELATING TO
REFERENCES TO CITY HALL**

WHEREAS, the City Council has designated 1200 11th Avenue, Greeley as City Hall; and

WHEREAS, the City Clerk's office is no longer housed within the new City Hall; and

WHEREAS, the City no longer collects bills for water and sewer service at the Director of Finance's office; and

WHEREAS, because of these changes, certain references to city hall in the Greeley Municipal Code are no longer relevant or accurate; and

WHEREAS, references to city hall in the Greeley Municipal Code shall be removed.

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

Section 1. That Section 2-552 of Chapter 10, Boards and Commissions, of Title 2, Administration and General Government, of the Greeley Municipal Code shall be amended to read as follows:

Sec. 2-553. - Powers and duties.

(a) Annually each board shall select from its membership appointed by the city council, a chair and vice chair, and establish its own rules of procedure not in conflict with the city Charter or laws and ordinances of the city.

(b) Each board may establish subcommittees or invite any number of nonvoting, ex officio members to participate in meetings or assist in carrying out its responsibilities.

(c) Proceedings shall be conducted in accordance with Robert's Rules of Order.

(d) With openness and accessibility being addressed in state law as well as council's goals, each board shall notify the public of meetings to be held by posting meeting notices prominently throughout the city's public website as well as in the public lobby of city hall location designated by City Council for posting notice of meetings pursuant to C.R.S. § 24-6-302(C)(I). Additionally, records of board meetings and actions shall be open and accessible to the public pursuant to the Colorado Open Records Act.

Section 2. That Section 16-68 of Chapter 1, Traffic Code, of Title 16, Vehicles and Traffic, of the Greeley Municipal Code shall be amended to read as follows:

Sec. 16-68. - State department of public safety rules and regulations concerning minimum standards for the operation of commercial vehicles adopted.

(a) The State of Colorado Department of Public Safety Rules and Regulations Concerning Minimum Standards for the Operation of Commercial Vehicles, as amended, is adopted by reference for the city. These rules and regulations are published by the Department of Public Safety, State of Colorado, and a copy may be obtained by contacting the Colorado Department of Public Safety located in Denver, Colorado, at 700 Kipling Street #1000, Denver, CO 80215. Also, a copy is available for review and inspection at the city clerk's office ~~located in the city hall building in the city.~~

(b) Any person who violates a rule or regulation hereunder promulgated by the state department of public safety, and adopted by reference herein, as amended, by the city, commits a traffic offense and shall be fined pursuant to the municipal court's order, as amended, regarding the schedule of fines pursuant to section 2-992 and C.M.C.R. Rule 210(b)(5).

Section 3. That Section 20-330 of Chapter 3, Water and Sanitary Service, of Title 20, Public Works and Utilities, of the Greeley Municipal Code shall be amended to read as follows:

Sec. 20-330. - Due date; disconnection for nonpayment.

All bills for water and sewer are due and payable to the director of finance or to the City of Greeley ~~at the director's office in city hall~~ on the dates specified. If bills are not paid on or before the specified due date, including payment of reconnection charges as provided in sections 20-157 and 20-158, the city may disconnect water service until the delinquent bills are paid.

Section 3. That the existing sections of the Greeley Municipal Code to be amended in this Ordinance are attached hereto in Appendix A.

Section 4. 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
COLORADO**

THE CITY OF GREELEY,

By: _____
City Clerk

By: _____
Mayor

APPENDIX A

EXISTING SECTIONS 16-68 AND 20-330 OF THE GREELEY MUNICIPAL CODE

Sec. 2-553. - Powers and duties.

- (a) Annually each board shall select from its membership appointed by the city council, a chair and vice chair, and establish its own rules of procedure not in conflict with the city Charter or laws and ordinances of the city.
- (b) Each board may establish subcommittees or invite any number of nonvoting, ex officio members to participate in meetings or assist in carrying out its responsibilities.
- (c) Proceedings shall be conducted in accordance with Robert's Rules of Order.
- (d) With openness and accessibility being addressed in state law as well as council's goals, each board shall notify the public of meetings to be held by posting meeting notices prominently throughout the city's public website as well as in the public lobby of city hall. Additionally, records of board meetings and actions shall be open and accessible to the public pursuant to the Colorado Open Records Act.

(Prior Code, § 2-10.1(b); Code 1994, § 2.30.020; Ord. No. 70, 2002, § 1, 12-17-2002; Ord. No. 18, 2023, app. A, 5-16-2023)

Sec. 16-68. State department of public safety rules and regulations concerning minimum standards for the operation of commercial vehicles adopted.

- (a) The State of Colorado Department of Public Safety Rules and Regulations Concerning Minimum Standards for the Operation of Commercial Vehicles, as amended, is adopted by reference for the city. These rules and regulations are published by the Department of Public Safety, State of Colorado, and a copy may be obtained by contacting the Colorado Department of Public Safety located in Denver, Colorado, at 700 Kipling Street #1000, Denver, CO 80215. Also, a copy is available for review and inspection at the city clerk's office located in the city hall building in the city.
- (b) Any person who violates a rule or regulation hereunder promulgated by the state department of public safety, and adopted by reference herein, as amended, by the city, commits a traffic offense and shall be fined pursuant to the municipal court's order, as amended, regarding the schedule of fines pursuant to section 2-992 and C.M.C.R. Rule 210(b)(5).

(Code 1994, § 11.01.235; Ord. No. 80, 1997, § 2, 12-16-1997; Ord. No. 24, 2006, § 1, 6-6-2006)

Sec. 20-330. Due date; disconnection for nonpayment.

All bills for water and sewer are due and payable to the director of finance at the director's office in city hall on the dates specified. If bills are not paid on or before the specified due date, including payment of reconnection charges as provided in sections 20-157 and 20-158, the city may disconnect water service until the delinquent bills are paid.

(Code 1994, § 14.12.170; Ord. No. 36, 2008, § 1, 8-19-2008; Ord. No. 39, 2019, exh. A, § 14.12.160, 9-17-2019)



Council Agenda Summary

July 21, 2026

Key Staff Contact: Brittany Hathaway, Interim Deputy Director of Community Development, Dustan Shepherd, Deputy Building Official

Title:

Public hearing and second reading of an ordinance amending Title 22, Chapter 1 of the Greeley Municipal Code relating to Contractor Licenses

Summary:

This is in response to initiative 11-2025 for requiring contractors to be licensed in the City of Greeley.

The City of Greeley already requires Contractor Licensing for electrical, plumbing, and mechanical contractors. Initiative 11-2025 originally asked for the addition of roofing contractors. The Building Department is recommending that the City include roofing, concrete, demolition, and general contractors. Many northern Colorado jurisdictions require all contractors to be licensed, and a similar requirement for the City is being requested.

Staff presented information to Council at a Work Session on February 10, 2026. Staff presented three options for Council consideration: (1) License all contractors who perform work in the city (adding general, specialty, and roofing contractors to existing requirements); (2) Add only roofing contractors to the licensing requirements; (3) Maintain the current contracting license process. After discussion, the Council reached consensus to proceed with Option 1, licensing all contractors who perform work in Greeley.

The item was introduced at the July 7, 2026 Council meeting and, by a majority vote of Council the public hearing and second reading were set for July 12, 2026.

Fiscal Impact:

Positive Impact: Yes

Onetime Fee for new contractor applications.

Ongoing Fee for existing when renewing every three years at a lower fee.

Implementing a contractor licensing program can generate both direct revenue and long-term cost savings for the City of Greeley.

Legal Issues:

Consideration of this matter includes the following public hearing 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:

High-Performance Government
Safe and Secure Communities

Decision Options:

1. Adopt the ordinance as presented; or
2. Amend the ordinance and adopt 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 adopt the ordinance and publish with reference to title only.

Attachments:

1. Ordinance No. 39, 2026 with Appendix A
2. Contractor License Descriptions
3. Item - Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 39, 2026

**AN ORDINANCE AMENDING TITLE 22, CHAPTER 1 OF THE GREELEY
MUNICIPAL CODE RELATING TO CONTRACTOR LICENSES**

WHEREAS, the City of Greeley is a home rule municipality organized pursuant to Article XX, § 6 of the Colorado Constitution of the State of Colorado and the Home Rule Charter of the City of Greeley; and

WHEREAS, the City Council of the City of Greeley is charged with the responsibility of providing for the health, safety, and welfare of its residents; and

WHEREAS, the City finds that requiring contractor licenses will protect the citizens in the City of Greeley and ensure the quality of work to construct, repair or remodel homes and businesses; and

WHEREAS, adopting this Ordinance will require licenses for construction, repair, or remodel work including, but not limited to flat work, demolition, roofing, electrical, plumbing, mechanical, or gas pipe fitting work in the city; and

WHEREAS, City Council is enacting this Ordinance pursuant to the City of Greeley's home rule authority and the City's power to adopt regulations that safeguard and preserve the public health, safety, and welfare of the community.

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

Section 1. That Chapter 1, Master Heating, Air Conditioning and Gas Pipe Fitting Certification, of Title 22, Buildings and Construction, of the Greeley Municipal Code shall be amended to read as follows:

CHAPTER 1. CONTRACTOR LICENSES ~~MASTER HEATING, AIR CONDITIONING AND GAS PIPE FITTING CERTIFICATION~~

Sec. 22-1. Contractor license ~~Master heating, air conditioning and gas pipe fitting certification~~ required; exceptions ~~apprentices~~.

(a) A contractor that does ~~No person shall do~~ any construction, repair, or remodel work including, but not limited to flat work, demolition, roofing, electrical, plumbing, mechanical, heating, air conditioning or gas pipe fitting work in the city ~~until such person has reached the age of 21 years and shall~~ has obtained a license ~~certification~~ from the city.

(b) A contractor means any person, firm, partnership, corporation, association or organization, or any combination thereof, who undertakes work within the city to build, construct, alter, repair, add to, demolish or move any building or structure or supervise any work for which a license is required for a fixed sum, price, fee, percentage, trade-in-kind or other compensation.

(c) The following persons are not contractors within the meaning of this chapter:

(1) A person, who shall be known as an apprentice, may work in the trade without a license certification only under the direct supervision of a person who has obtained a license under this chapter certification as set forth in this chapter.

(2) Employees working for and under the supervision of a general contractor who obtained a license under this chapter.

(3) A homeowner who builds, constructs, alters, repairs, adds to, or demolishes any building or structure or any portion thereof that constitutes the owner's residence or a building or structure accessory thereto that is intended for the owner's personal use and not for the purpose of generating revenue. An owner may build one single-family dwelling without obtaining a contractor's license, provided the owner occupies the dwelling a minimum of two years after the certificate of occupancy is issued.

Sec. 22-2. Contractor license types and Master heating, air conditioning and gas pipe fitting certification requirements.

(a) Class A – General Contractor License.

(1) The Class A Licensee is authorized to construct, remodel, or repair any type of structure, addition or tenant finish in the City of Greeley.

(2) The ICC Exam is required.

(b) Class B – Building Contractor License.

(1) The Class B Licensee is authorized to construct, remodel, or repair any commercial buildings and single- or multi-family residential buildings not exceeding three stories in height in the City of Greeley. It is not permitted for Type IA or IIA construction.

(2) The ICC Exam is required.

(c) Class C – Residential Contractor License.

(1) The Class C Licensee is authorized to construct, remodel or repair one and two-family residences and accessory buildings in The City of Greeley.

(2) The ICC Exam is required.

(d) Class D License – Specialty Contractor License.

(1) The Class D license entitles the licensee to contract for labor or for labor and materials involving only one trade. A Class D licensee may be licensed to perform more than one specialty - Flat Work, Demolition, and Stucco and Siding.

(2) No exam is required for certification.

(e) Class E – Electrical Contractor License.

(1) The requirements for this license are in Chapter 11, Electrical Code, of this Title.

(f) Class M - Master Mechanical and Master Gas Pipe Fitter.

(1) Class M license authorizes the licensee to install, add to, alter, or repair warm air heating, venting, evaporative and refrigeration cooling, exhaust systems and their appurtenances, process piping, refrigeration systems, fuel gas piping, and related appurtenances.

(2) (a)-Certification requirements shall include passing both the International Code Council exams identified as the Master Mechanical (G29) and the Master Gas Pipe Fitter (G33).

(3) (b) Applicants in possession of a valid State of Colorado journey or master plumber license shall only be required to pass the International Code Council's Master Mechanical (G29) exam.

(4) (c)-Each applicant applying for the city licensure certification shall have a minimum of five years' direct, practical experience in the trade. Experience must be verifiable from previous

employers by affidavit, as required by the policies and procedures established by the building inspection division.

(g) Class P – Plumbing Contractor License.

(1) The requirements for this license are in Chapter 9, Plumbing Code, of this Title.

(h) Class R – Roofing License.

(1) The Class R License authorizes roofing and reroofing of single-family, multi-family, accessory and commercial units in the City of Greeley.

(2) The ICC Exam is required.

Sec. 22-3. Use of name by others prohibited.

No person who has obtained a license ~~this certification~~ shall allow such person's name to be used by another person or company, either for the purpose of obtaining permits or for doing business or work under the license ~~certification~~.

Sec. 22-4. Permit required. Work permitted; certification.

(a) A license ~~This certification~~ shall qualify the holder of the license certification to do the work allowed by the license type within the City of Greeley ~~gas piping, warm air heating and air cooling system work, and to maintain and repair existing facilities.~~ Contractors shall be licensed and in good standing prior to the issuance of a permit. A permit is required for each separate project. Application for permits shall be made on forms provided by the building inspection division and the required permit fee shall accompany each application.

(b) Any person who commences work for which a permit is required without first having obtained such permit shall be in violation of an administrative code violation and subject to the penalties as provided in chapter 10 of title 1 of this Code and in addition, shall be obligated to pay a permit fee equal to twice the regular permit fee.

Sec. 22-5. Name and address of certified person.

Every person licensed certified pursuant to this chapter shall notify the building inspections division of the address of such certified person's place of business and the name under which such business is carried on and shall give immediate notice to the building inspection division of any change in either.

Sec. 22-6. Work without a City license.

It is unlawful to complete work when a license is required within the City. A violation of this section is a misdemeanor offense, and, upon conviction thereof, shall be punished pursuant to chapter 9 of title 1 of this Code.

Sec. 22-7. Violation of stop work order.

It is unlawful to continue work after a stop work order has been issued. A violation of this section is a misdemeanor offense and, upon conviction thereof, shall be punished pursuant to chapter 9 of title 1 of this Code.

Sec. 22-8. Work when license is suspended or revoked.

It is unlawful to work in the City when a license is suspended or revoked. A violation of this section is a misdemeanor offense and, upon conviction thereof, shall be punished pursuant to chapter 9 of title 1 of this Code.

Sec. 22-96. ~~License Certification~~ suspension and revocation.

(a) The construction trades advisory and appeals board shall have the authority to suspend ~~and/or~~ revoke a ~~license certification pursuant to the authority set forth herein~~.

(1) The board shall be empowered to suspend a ~~license certification~~ for an ~~infraction or~~ violation of this Code, or the policies and procedures of the city, including, but not limited to, the following:

- a. Failure to obtain a permit prior to initiating work on a project;
- b. Creating a ~~hazardous~~ situation which endangers life ~~and/or~~ property;
- c. Failure to correct a written violation notice within the allotted time.

(2) The board shall be empowered to revoke a ~~license certification~~ for an ~~infraction or~~ violation of this Code, or the policies and procedures of the city, including, but not limited to, the following:

a. ~~Violation of section 22-2;~~

~~b. Creating a hazardous situation which endangers life and/or property;~~

~~be.~~ Second or subsequent violations of failure to obtain a permit prior to initiating work on a project, creating a hazardous situation which endangers life ~~and/or~~ property, or failure to correct a written violation notice within the allotted time after having been previously suspended for such violation.

(b) The chief building official shall send notice of the alleged violation ~~or infraction~~, as well as notice of the show-cause hearing, by email ~~and certified mailing~~ the same in writing to the ~~license certification~~ holder at the ~~license certificate~~ holder's last address of record.

(c) (1) A hearing to suspend or revoke a ~~license certification~~ shall be conducted by the board within 30 calendar days of the chief building official's written notice unless otherwise set by the board, but the date for such hearing shall not exceed 60 calendar days.

(2) The decision of the board may be appealed to the city council within 30 calendar days of the board's final decision by submitting a notice of appeal to the chief building official.

- a. The chief building official shall forward the appeal to the city council for consideration at the earliest practical time, but no later than 60 days following the submittal of the appeal.
- b. During the course of an appeal of a suspension or revocation, all work shall cease except that work necessary to correct a hazardous situation or correct a written violations notice.

Secs. 22-107 - 22-30. Reserved.

Section 2. That the existing sections of the Greeley Municipal Code to be amended in this Ordinance are attached hereto in Appendix A.

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

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____,
20__.**

**ATTEST
COLORADO**

THE CITY OF GREELEY,

**By: _____
City Clerk**

**By: _____
Mayor**

APPENDIX A
EXISTING CHAPTER 1 OF TITLE 22 OF THE
GREELEY MUNICIPAL CODE

**CHAPTER 1. MASTER HEATING, AIR CONDITIONING AND GAS PIPE FITTING
CERTIFICATION**

Sec. 22-1. Master heating, air conditioning and gas pipe fitting certification required; apprentices.

No person shall do any heating, air conditioning or gas pipe fitting work in the city until such person has reached the age of 21 years and has obtained certification from the city. A person, who shall be known as an apprentice, may work in the trade without a certification only under the direct supervision of a person who has obtained certification as set forth in this chapter.

Sec. 22-2. Master heating, air conditioning and gas pipe fitting certification requirements.

- (a) Certification requirements shall include passing both the International Code Council exams identified as the Master Mechanical (G29) and the Master Gas Pipe Fitter (G33).
- (b) Applicants in possession of a valid State of Colorado journey or master plumber license shall only be required to pass the International Code Council's Master Mechanical (G29) exam.
- (c) Each applicant applying for the city certification shall have a minimum of five years' direct, practical experience in the trade. Experience must be verifiable from previous employers by affidavit, as required by the policies and procedures established by the building inspection division.

Sec. 22-3. Use of name by others prohibited.

No person who has obtained this certification shall allow such person's name to be used by another person, either for the purpose of obtaining permits or for doing business or work under the certification.

Sec. 22-4. Work permitted; certification.

This certification shall qualify the holder of the certification to do gas piping, warm air heating and air cooling system work, and to maintain and repair existing facilities.

Sec. 22-5. Name and address of certified person.

Every person certified pursuant to this chapter shall notify the building inspections division of the address of such certified person's place of business and the name under which such business is carried on and shall give immediate notice to the building inspection division of any change in either.

Sec. 22-6. Certification suspension and revocation.

(a) The construction trades advisory and appeals board shall have the authority to suspend and/or revoke a certification pursuant to the authority set forth herein.

(1) The board shall be empowered to suspend a certification for an infraction or violation of this Code, or the policies and procedures of the city, including, but not limited to, the following:

- a. Failure to obtain a permit prior to initiating work on a project;
- b. Creating a hazardous situation which endangers life and/or property;
- c. Failure to correct a written violation notice within the allotted time.

(2) The board shall be empowered to revoke a certification for an infraction or violation of this Code, or the policies and procedures of the city, including, but not limited to, the following:

- a. Violation of section 22-2;
- b. Creating a hazardous situation which endangers life and/or property;
- c. Second or subsequent violations of failure to obtain a permit prior to initiating work on a project, creating a hazardous situation which endangers life and/or property, or failure to correct a written violation notice within the allotted time after having been previously suspended for such violation.

(b) The chief building official shall send notice of the alleged violation or infraction, as well as notice of the show-cause hearing, by mailing the same in writing to the certification holder at the certificate holder's last address of record.

(c) (1) A hearing to suspend or revoke a certification shall be conducted by the board within 30 calendar days of the chief building official's written notice unless otherwise set by the board, but the date for such hearing shall not exceed 60 calendar days.

(2) The decision of the board may be appealed to the city council within 30 days of the board's final decision by submitting a notice of appeal to the chief building official.

- a. The chief building official shall forward the appeal to the city council for consideration at the earliest practical time, but no later than 60 days following the submittal of the appeal.
- b. During the course of an appeal of a suspension or revocation, all work shall cease except that work necessary to correct a hazardous situation or correct a written violations notice.

Secs. 22-7—22-30. Reserved

CLASS DESCRIPTIONS AND QUALIFICATIONS FOR GENERAL CONTRACTORS

- CLASS A:** A Class A General Contractor License holder is authorized to construct, remodel, or repair any type of structure, addition or tenant finish in the City of Greeley. ICC Exam Required
- CLASS B:** A Class B Building Contractor license holder is authorized to construct, remodel, or repair any commercial buildings and single- or multi-family residential buildings not exceeding three stories in height in the City of Greeley. Not permitted for Type IA or IIA construction ICC Exam Required
- CLASS C:** A Class C Residential Contractor License holder is authorized to construct, remodel or repair one and two-family residences and accessory buildings in The City of Greeley. ICC Exam Required
- CLASS D:** The Class D license entitles the licensee to contract for labor or for labor and materials involving only one trade. A Class D licensee may be licensed to perform more than one specialty. No Exam Required.
- Flat Work
 - Demolition
 - Stucco and Siding
- CLASS E:** Electrical. State of Colorado Electrical Master and Contractor License Required
- CLASS M:** Mechanical/Gas. The Class M Mechanical license entitles the licensee to install, add to, alter, or repair warm air heating, venting, evaporative and refrigeration cooling, exhaust systems and their appurtenances, process piping, refrigeration systems, fuel gas piping, and related appurtenances. ICC Master Mechanical and Gas Fitter Exams Required.
- CLASS P:** Plumbing. State of Colorado Plumbing Master and Contractor License Required
- CLASS R:** New and reroofing of Single- family, multi-family, accessory and commercial units in the City of Greeley. ICC Exam Required

LICENSE FEES:

Class A - \$200 (New) \$150 (Renewal) \$175 (Reinstate)

Class B - \$200 (New) \$150 (Renewal) \$175 (Reinstate)

Class C - \$200 (New) \$150 (Renewal) \$175 (Reinstate)

Class D - \$150 (New) \$100 (Renewal) \$125 (Reinstate)

Class E - No Fee (State Of Colorado)

Class P – No Fee (State of Colorado)

Class M - \$150 (New) \$100 (Renewal) \$125 (Reinstate)

Class R - \$150 (New) \$100 (Renewal) \$125 (Reinstate)

License will expire 60 days after the renewal date.

License can be Reinstated by contacting the building department.



Contractor License Checklist

Fill out and Submit Application on the [City of Greeley](http://www.cityofgreeley.com) website

- ☐ Complete the Contractor Application Online
- ☐ Attach a copy of an ICC Passed Exam (Class A, Class B, Class C, Class D, Class M, Class R)
-or-
- ☐ Attach a copy of State of Colorado Master's and Contractor's License
(Plumbing and Electrical License only)
- ☐ Copy of Liability Insurance
- ☐ Pay application Fee

The License will be reviewed and issued by the building department.

Contractor Licensing rules and Violations

A building permit submitted by any of the contractors listed in the **CLASS DESCRIPTIONS AND QUALIFICATIONS FOR GENERAL CONTRACTORS** must be licensed with The City of Greeley before a permit can be issued for construction.

If the contractor applying fails to obtain a contractor license and work continues without an issued permit there are violations that will be set in place.

- 1) Permit will not be issued until licensing requirements are met.
- 2) Chief Building Official can double the permit fees as described in the ordinance.
- 3) If contractor repeatedly violates a stop work order due to not obtain a contractor license, it will be brought to the Construction Trades Advisory and Appeals Board for further review.

All Contractor Licenses will be active for 3 years (matching the State of Colorado Requirements for licensing)

Contractors will receive email reminders when license is due for renewal. Then is a 60-day grace period from the last day of the three years to renew the license. Renewals will only require a review if any information has changed.

If contractor exceeds the 60-day grace period, they can request a reinstatement review.



Contractor Licensing

Response to Initiative 11-2025

Licensing requirements for Roofing Contractors

Dusty Shepherd, Deputy Building Official

Matt Wagy, Chief Building Official

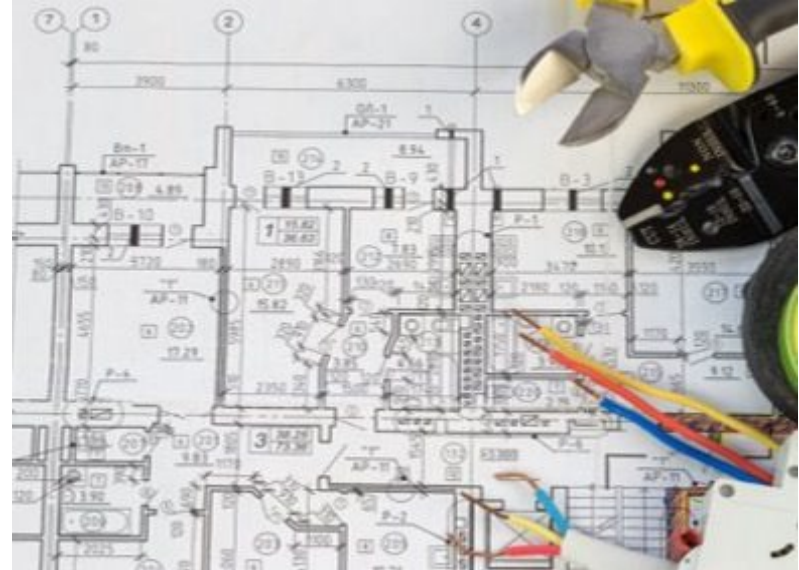
Brittany Hathaway, Interim Deputy Director of Community Development

City Council Meeting - July 21, 2026



Agenda

- Review Work Session
- Options
- Contractor License Types
- Application and Fees
- Violations
- Timeline
- Benefits
- Summary
- Council Feedback and Questions



Review

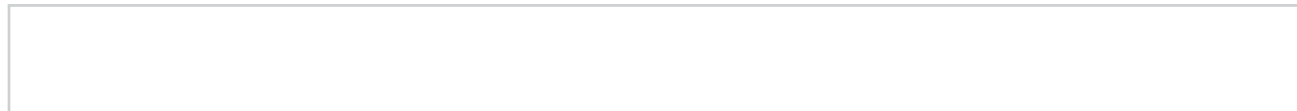


- Electrical and Plumbing Contractors are regulated by the State of Colorado
- Mechanical Contractors are regulated by the City of Greeley
- A master gas fitter and master mechanical certification are required
- International Code Council (ICC) (NEW Requirement)
- General Contractor
- Roofing Contractor
- Non-Certified Specialty Contractors (NEW Requirement)
- Concrete Contractors
- Stucco and Siding Contractor
- Demolition Contractor



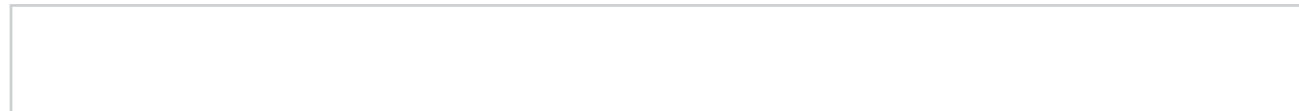
Options

1. License all Contractors (Recommended)
 - Adding: General, Specialty, and Roofing Contractors
 - Existing: Electrical, Plumbing, and Mechanical
- ~~2. Add only Roofing Contractors to the process~~
- ~~3. Keep the current process~~



Types of Contractor Licenses

- General Contractor (Class A, B, and C) (NEW)
- Specialty Contractor (Class D) (NEW)
- Roofing Contractor (Class R) (NEW)
- Mechanical Contractor (Class M) (City of Greeley Required)
- Electrical Contractor (Class E) (State Regulated)
- Plumbing Contractor (Class P) (State Regulated)



Application and Fees



Welcome! City of Greeley Web Portal

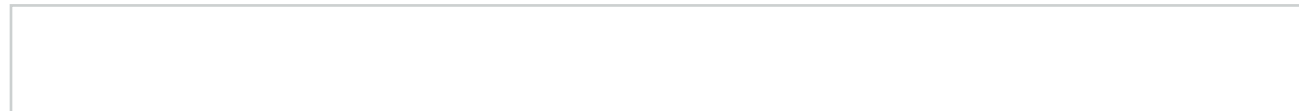
This site provides access to community development services, allowing citizens to search for information and complete many common tasks over the Internet. Please visit [Etrakit Help Page](#) for detailed instructions on using eTRAKIT.

<http://www.greeleygov.com>

	New	Renewal	Reinstate
Class A,B,C	\$200	\$150	\$175
Class D,M,R	\$150	\$100	\$150
Class E,P	State	State	

Violations

1. Building Permit will not be issued
2. Stop Work Order and double the permit fee
3. Construction Trades Advisory and Appeals Board

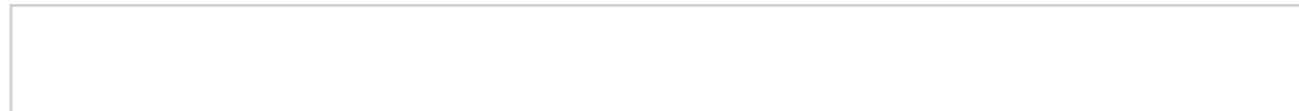


Timeline

Approved	Amend	Notice	Enforce	Grace Period
City Council approves the ordinance as presented	City of Greeley Legal Department will set the day to add the ordinance to our Municipal Code	Once ordinance is established, Community Development will post a press release.	Would like to start 30 days from notice date.	60 days from enforcement date on new permit applications.

Benefits

- Educated through Current Code References
- Northern Colorado Standard
- Community and Contractor Relationship



Summary



“Contractor Licensing doesn’t limit opportunity, it protects it”

Questions





Council Agenda Summary

July 21, 2026

Key Staff Contact: Stacey Aurzada, City Attorney

Title:

Resolution authorizing the City to approve a work order between the City of Greeley and Coan, Payton & Payne, LLC for legal services related to the West Greeley project

Summary:

The Greeley Charter and the Greeley Municipal Code call out legal services as a distinct type of contract. Section 6-6 of the Charter authorizes the City Council to hire special counsel through the City Attorney. Section 6-480 of the Greeley Municipal Code provides that legal services may only be procured with the consent of the City Attorney. While the City Attorney's Office is able to provide legal advice and counsel for most of the City's needs, specialized legal services must be provided by outside counsel. It is generally not appropriate to use competitive bidding for these specialized services. Thus, the non-competitive negotiation process set forth in Section 6-481 of the Greeley Municipal Code authorizes contracting without a competitive process.

In January, 2026 the City Manager and the City Attorney determined that outside consulting and legal services were needed to assist with the West Greeley project. Due to expertise and knowledge of the project, the City Attorney contracted with local law firm Coan, Payton & Payne, LLC ("CPP") to provide negotiation and legal advice. This contract was not subject to a competitive process pursuant to Section 6-481(a)(7). The principal attorney working on the project is Brett Payton, a partner in the law firm. Prior to contracting with CPP, the City Attorney's Office determined that there was no legal prohibition or conflict of interest which prohibited the City from entering into the contract. The original expectation was that services from CPP would only be needed through May, 2026. However, when the City Council directed staff to wind-down work on the project site following the February referendum vote, CPP provided additional valuable assistance in that effort. As the City now works to explore project options, CPP has been assisting with complicated negotiations with local partners.

On July 7, 2026 Council did not advance a resolution seeking approval of Work Order #2 under the CPP Master Contract. The Work Order has been refined to address concerns raised by City Council.

Specifically, the dollar amount of the proposed work order has been reduced, and the completion date for the work order has been accelerated. With these changes, the City Attorney requests approval of the revised Work Order #2.

Fiscal Impact:

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

Negative

Negative Impact: What is the onetime and/or ongoing amount? \$125,000

- Is it budgeted? Yes

- If not, will it require a new appropriation? N/A
- If yes, what source and fund will be used? CIP
- Are there any long-term financial impacts? No

Is there grant funding for this item? No

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

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
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. 109, 2026
2. Exhibit 1
3. CPP contract 7-21

CITY OF GREELEY, COLORADO
RESOLUTION NO. 109, 2026

**A RESOLUTION AUTHORIZING THE CITY TO APPROVE A WORK ORDER
BETWEEN THE CITY OF GREELEY AND COAN, PAYTON & PAYNE, LLC FOR
LEGAL SERVICES**

WHEREAS, on January 12, 2026, the City entered into a Master Services contract with Coan, Payton & Payne, LLC for legal services and simultaneously executed Work Order #1 for assistance with the West Greeley development initiative; and

WHEREAS, Work Order #1 expired on May 1, 2026, however, work performed by Coan, Payton & Payne, LLC is ongoing and therefore the city desires to enter into a second work order to allow services performed by Coan Payton & Payne, LLC to continue through the end of the calendar year; and

WHEREAS, the City has funding available to support execution of Work Order #2 and in accordance with Section 2-184 of the City of Greeley Municipal Code, the City Council must approve Work Order #2 since cumulative work orders will exceed \$200,000; and

WHEREAS, it is in the best interest of the citizens of the city to execute Work Order #2 with Coan, Payton & Payne, LLC.

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 Work Order #2 with Coan, Payton & Payne, LLC in the amount not to exceed \$ 125,000, a copy of which is attached hereto and incorporated herein as Exhibit 1.

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

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

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

THE CITY OF GREELEY, COLORADO

Attest:

By _____
Mayor

By _____
City Clerk

WORK ORDER
PURSUANT TO A MASTER CONTRACT BETWEEN
THE CITY OF GREELEY AND COAN, PAYTON & PAYNE, LLC

WORK ORDER NUMBER: 2

PROJECT TITLE: West Greeley Economic Development project

ORIGINAL BID/RFP NUMBER & NAME: Not applicable

MASTER CONTRACT EFFECTIVE DATE: January 1, 2026

OWNER'S REPRESENTATIVE: Stacey Aurzada, City Attorney

WORK ORDER COMMENCEMENT DATE: May 1, 2026

WORK ORDER COMPLETION DATE: October 31, 2026

MAXIMUM FEE: (time and reimbursable direct costs): \$125,000

PROJECT DESCRIPTION/SCOPE OF WORK:

1. CPP will provide strategic advice and counsel on the West Greeley development initiative specifically related to the new deal plan of financing that is required as the result of changes in market perception of the City of Greeley with regard to this project. This includes negotiation of partnership opportunities with public or private entities. These services will be provided at the request of the City Manager, the City Attorney or their designees.
2. CPP will assist with negotiation of contracts on behalf of the City at the request of the City Attorney.
3. CPP will provide legal advice and guidance to the City related to the West Greeley project at the request of the City Attorney.
4. CPP shall not exceed 10 hours per week in billable time from July 22, 2026 through October 31, 2026.

CPP agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Contract between the parties. In the event of a conflict between or ambiguity in the terms of the Master Contract and this Work Order (including the attached forms) the Master Contract shall control. Notice to Proceed is hereby given after all parties have signed this document.

This work order is executed as of the last date written below, *nunc pro tunc* May 1, 2026.

EXECUTED:
The City of Greeley
Approved as to Substance

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

COAN, PAYTON & PAYNE:

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

Approved as to Legal Form

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

ENDORSED:
Certification of Contract Funds Availability

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

WORK ORDER
PURSUANT TO A MASTER CONTRACT BETWEEN
THE CITY OF GREELEY AND COAN, PAYTON & PAYNE, LLC

WORK ORDER NUMBER: 2

PROJECT TITLE: West Greeley Economic Development project

ORIGINAL BID/RFP NUMBER & NAME: Not applicable

MASTER CONTRACT EFFECTIVE DATE: January 1, 2026

OWNER'S REPRESENTATIVE: Stacey Aurzada, City Attorney

WORK ORDER COMMENCEMENT DATE: May 1, 2026

WORK ORDER COMPLETION DATE: October 31, 2026

MAXIMUM FEE: (time and reimbursable direct costs): \$125,000

PROJECT DESCRIPTION/SCOPE OF WORK:

1. CPP will provide strategic advice and counsel on the West Greeley development initiative specifically related to the new deal plan of financing that is required as the result of changes in market perception of the City of Greeley with regard to this project. This includes negotiation of partnership opportunities with public or private entities. These services will be provided at the request of the City Manager, the City Attorney or their designees.
2. CPP will assist with negotiation of contracts on behalf of the City at the request of the City Attorney.
3. CPP will provide legal advice and guidance to the City related to the West Greeley project at the request of the City Attorney.
4. CPP shall not exceed 10 hours per week in billable time from July 22, 2026 through October 31, 2026.

CPP agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Contract between the parties. In the event of a conflict between or ambiguity in the terms of the Master Contract and this Work Order (including the attached forms) the Master Contract shall control. Notice to Proceed is hereby given after all parties have signed this document.

This work order is executed as of the last date written below, *nunc pro tunc* May 1, 2026.

EXECUTED:
The City of Greeley
Approved as to Substance

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

COAN, PAYTON & PAYNE:

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

Approved as to Legal Form

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

ENDORSED:
Certification of Contract Funds Availability

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

AMENDMENT TO MASTER SERVICES CONTRACT with WORK ORDERS

This First Amendment to Master Services Contract with Work Orders is made as of June 15, 2026, by and between the City of Greeley, Colorado, hereinafter referred to as the City, and Coan, Payton & Payne, LLC authorized to do business in the State of Colorado, hereinafter referred to as CPP, whose address is 1711 61st Avenue, Suite 100, Greeley, Colorado 80634.

WHEREAS, the City and CPP entered into a Master Services Contract on January 1, 2026 ("Contract"); and

WHEREAS, the Contract has a term of one year, but also sets forth an ending date for services of May 1, 2026; and

WHEREAS, the parties desire to modify the Contract to remove the May 1, 2026 end date so that the Contract is clear that the term is a period of one year.

NOW THEREFORE, the parties agree to amend the Contract as set forth below.

A. Article 2 in the Contract shall be replaced in its entirety with the following:

ARTICLE 2 - SCHEDULE

This Contract shall be in force and effect for a period of one year commencing January 1, 2026 and ending December 31, 2026, unless terminated sooner. In addition, at the option of the City, the Contract may be renewed for two (2) consecutive one (1) year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the CPP and sent no later than thirty (30) days prior to contract end.

B. Except as otherwise set forth herein, the provisions of the Contract shall remain in full force and effect.

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

COAN, PAYTON & PAYNE, LLC

BY: 
Brett Payton

CITY OF GREELEY, COLORADO

Signed by:
BY: Brian K McBroom
FA3AF812F8A645A...
Brian McBroom
City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
BY: Kirk Jones
612263B6299147C...
KIRK JONES
Director of Finance

APPROVED AS TO LEGAL FORM:

DocuSigned by:
BY: Stacey Auzania
305695A0EFF64F7...
Stacey Auzania
City Attorney

MASTER SERVICES CONTRACT with WORK ORDERS

This Contract is made as of January 1, 2026 , by and between the City of Greeley, Colorado, hereinafter referred to as the CITY, and Coan, Payton & Payne, LLC authorized to do business in the State of Colorado, hereinafter referred to as CPP, whose address is 1711 61st Avenue, Suite 100, Greeley, Colorado 80634.

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

ARTICLE 1 - SERVICES

- A. This Master Services Contract shall constitute the contract between the parties for legal and project management consulting services for the West Greeley economic development project. Each proposal in the form of Exhibit A Work Order Form, attached hereto, together with any exhibits shall define the scope of work for a particular assignment under this contract. Each Work Order Form shall specify the Project Description and Scope of Work.
- B. The conditions set forth herein shall apply to all services performed by the CPP on behalf of the City and particularly described in Work Orders agreed upon in writing by the parties from time to time. Such Work Orders, incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the City and any other special circumstances relating to the performance of services. The only services authorized under this Contract are those that are performed after receipt of such Work Order, except in emergency circumstances where oral work requests may be issued. Oral requests for emergency actions will be confirmed by issuance of a written Work Order within two (2) working days. CPP shall be solely responsible for performance of all duties hereunder.
- C. The City may at any time during the term of a particular Work Order and without invalidating such Work Order, make changes to the scope of the particular services. Such changes shall be agreed upon in writing by the parties by Change Order.
- D. The City reserves the right to independently bid any services rather than issuing work to the CPP pursuant to this Contract. Nothing within this Contract shall obligate the City to have any particular service performed by the CPP.
- E. The services to be performed pursuant to this Contract shall be initiated as specified by each written Work Order or oral emergency service request. Oral emergency service requests will be acted upon without waiting for a written Work Order. Time is of the essence. The services provided by CPP shall be under the direction of the City Attorney or her designee as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

This Contract shall be in force and effect for a period of one year commencing January 1, 2026 and ending May 1, 2026, unless terminated sooner. In addition, at the option of the City, the Contract may be renewed for two (2) consecutive one (1) year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the CPP and sent no later than thirty (30) days prior to contract end.

ARTICLE 3 - PAYMENTS TO CPP

- A. The City agrees to pay and CPP agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in performance of the work the sums set forth for the hourly labor rate and material costs set forth on Exhibit B. Payment shall be made by the City only upon acceptance of the work by the City and upon the CPP furnishing satisfactory evidence of payment of all wages, taxes, supplies and materials, and other costs incurred in connection with the performance of such work. Payment Terms shall be as set forth on Exhibit B.
- B. Invoices received from the CPP pursuant to this Contract will be reviewed and approved by the City Attorney, indicating that services have been rendered in conformity with the Contract and then will be sent to the appropriate department for payment.

ARTICLE 4 - STANDARD OF CARE AND WARRANTY

- A. CPP warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- B. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
- C. CPP warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformance in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twenty-four (24) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by CPP or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformance, the affected item or part thereof shall be redesigned, repaired or replaced by CPP in a manner and at a time acceptable to City.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 6 - TERMINATION

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

- A. Stop work on the date and to the extent specified.

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

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

ARTICLE 7 - PERSONNEL

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

All of the services required herein under shall be performed by the CPP or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in the CPP'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

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

ARTICLE 8 - SUB-CONTRACTOR

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

If a SUB-CONTRACTOR fails to perform or make progress, as required by this Contract, and it is necessary to replace SUB-CONTRACTOR to complete the work in a timely fashion, the contractor shall promptly do so, subject to acceptance of the new SUB-CONTRACTOR by the CITY.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

- A. CPP shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. CPP shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CPP has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CPP of its liability and obligations under this Contract.
- C. CPP shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CPP of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CPP or by anyone directly employed by or contracting with the CPP.
- D. CPP shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CPP from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CPP or by any directly or indirectly employed by the CPP.
- E. CPP shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.
- F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CPP shall specifically include the CITY as an "Additional Insured".

ARTICLE 12 - INDEMNIFICATION

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 – COLORADO LAW

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

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 15 - CONFLICT OF INTEREST

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

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

ARTICLE 16 - EXCUSABLE DELAYS

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

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

ARTICLE 17 - ARREARS

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

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CPP and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. CPP may retain copies of all or any portion of the CITY'S file duplicated at CPP'S expense. If the CITY does not request its file, CPP will keep the file information and documents for a minimum of one (1) year, after which, at CPP'S sole discretion, the file may be destroyed or otherwise disposed of, including all documents therein except for original documents specifically entrusted to CPP for continued retention as part of the services.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

CPP shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the

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

ARTICLE 22 - NONDISCRIMINATION

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

ARTICLE 23 - SURVIVAL

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

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - AMENDMENTS AND MODIFICATION

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

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

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

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the CPP shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 28 – COUNTERPARTS AND ELECTRONIC SIGNATURES

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

ARTICLE 29 - FORCE MAJEURE

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

ARTICLE 30 - NOTICE

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

THE CITY OF GREELEY:

The City of Greeley
City Attorney
1100 10th Street, Suite 401
Greeley, CO 80631
Stacey.aurzada@greeleygov.com
970-350-9757

COAN, PAYTON & PAYNE, LLC:

Coan, Payton & Payne, LLC
Brett Payton
1711 61st Avenue, Suite 100
Greeley, CO 80634
bpayton@cp2law.com
970-339-3500

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

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

EXECUTED:

The City of Greeley
Approved as to Substance

Signed by:
Signed: Brian K McBroom
FA3AF812F8A645A...
Name: Brian K McBroom
Title: Acting City Manager
Date: 1/12/2026 | 4:19:18 PM MST

CPP:

Signed: Brett Payton
Name: Brett Payton
Title: Member
Date: January 2, 2026

ENDORSED:

The City of Greeley
Approved as to Legal Form

DocuSigned by:
Signed: Stacey Aurzada
305695A0EFF64F7...
Name: Stacey Aurzada
Title: City Attorney
Date: 1/12/2026 | 12:15:04 PM MST

ENDORSED:

The City of Greeley
Certification of Contract Funds Availability

Signed by:
Signed: Allena Portis
98CD392CB6A04B8...
Name: Allena Portis
Title: Chief Financial Officer
Date: 1/12/2026 | 1:54:59 PM MST

EXHIBIT A
WORK ORDER FORM

PURSUANT TO A MASTER CONTRACT BETWEEN
THE CITY OF GREELEY
AND [ENTER SERVICE PROVIDER’S NAME]

WORK ORDER NUMBER: [Enter Number]
PROJECT TITLE: [Enter Project Title]
ORIGINAL BID/RFP NUMBER & NAME: [Enter Bid / RFP # & Name]
MASTER CONTRACT EFFECTIVE DATE: [Enter Date]
OWNER’S REPRESENTATIVE: [Enter City’s Contact]
WORK ORDER COMMENCEMENT DATE: [Enter Date]
WORK ORDER COMPLETION DATE: [Enter Date]

MAXIMUM FEE: (time and reimbursable direct costs): [Enter \$]

PROJECT DESCRIPTION/SCOPE OF WORK: [Enter Description of Services]
CPP agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Contract between the parties. In the event of a conflict between or ambiguity in the terms of the Master Contract and this Work Order (including the attached forms) the Master Contract shall control.

The attached forms are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

EXECUTED: The City of Greeley Approved as to Substance	CPP:
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

The City of Greeley
Approved as to Legal Form

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

ENDORSED:
The City of Greeley
Certification of Contract Funds Availability

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

**COAN, PAYTON & PAYNE, LLC
A LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW**

**EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT
BILLING AND FEE ARRANGEMENT**

Understanding. We are pleased to have the opportunity to serve you. Our aim is to provide the highest quality and most efficient legal services possible. Experience has shown that our relationship will be stronger if we start it with a mutual understanding about fees and their payment. Unless our engagement letter alters the arrangement, we will assume that these terms are acceptable to you and that they will also apply to future matters on which we can be of service to you.

Fees. Our fees will be based primarily on the amount of time spent by lawyers and paralegals, and in some instances by law and document clerks, subject to certain adjustments. Each lawyer and paralegal in our firm has an hourly billing rate, and the rate times the number of hours spent on a project is the initial basis for determining our fee. We may, however, adjust the charge downward or upward based on other factors such as the novelty or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of our work, the customary fees for similar legal services, and other factors that will enable us to arrive at a fair fee.

The lead attorney primarily responsible for your matter will be: **Brett Payton** at an hourly rate of **\$530.00**. Our rates are subject to change upon 30 days written notice.

Work Assignments. The lawyer you deal with primarily may assign parts of your work to other lawyers or other personnel in the office under his or her supervision, and may use other firm lawyers where specialized help is needed. The supervising or lead lawyer will continue to be responsible to you for the entire assignment, however, and will be available to discuss the use of other personnel with you. It is our practice to assign tasks among lawyers, paralegals, law clerks, and document clerks in such a way as to produce the highest quality of work at reasonable expense to you. Please note that all attorney work product shall belong to the firm.

Time Keeping. We keep records of all time spent on your matter. Services for which time shall be recorded include, but are not limited to, the following: conferences with our clients, witnesses and others; legal research; fact investigation; correspondence; preparation of legal documents; reading and analyzing written materials; preparation for and attendance at meetings, closings, court appearances and other events convenient to our work on your matter; telephone conferences with clients and others.

Disbursements On Your Account. Statements will normally be rendered monthly for work done in the previous month, covering and identifying services rendered as well as disbursements and other charges. These disbursements and charges include items incurred and paid for by us on your behalf such as long distance telephone charges, special postage, delivery charges, telecopy charges, travel, photocopying, and use of other service providers such as printers or experts, if needed. In litigated matters, we include payments we must make for process servers, court reporters, witness fees, and so on. We also make separate charges for the use of "LexisNexis," which is a computerized legal research system that, in our experience, significantly reduces lawyer research time. Depending on the nature and amount of an expense that will be incurred, we may require that you pay that expense directly to the vendor or service provider or, alternatively, prepay the expense to us.

Payment. Payment from you will be due upon receipt of our monthly statement. If we do not receive comment about the statement within 21 days of the statement date, we will assume that you have seen the bill and find it acceptable. Any prior balance due on a statement will be subject to a late charge of 18% per year on the unpaid balance commencing from the date of the original statement and continuing until paid. Payment should be made in U.S. dollars, in checks or drafts payable to "Coan, Payton & Payne, LLC." For your convenience, payment also may be made by credit card, either by calling our office at (970) 225-6700 or by visiting our website,

www.cp2law.com/pay-bill/. When paying a retainer on our website, enter the word “**Retainer**” in the blank asking for the invoice number and insert your name in the description section. If any of our statements are not timely paid, we may, consistent with our ethical obligations and judicial requirements, cease performing services and incurring charges for you until arrangements satisfactory to us have been made for payment of arrearages and prospective future fees.

Delinquent Accounts. Occasionally, an account becomes delinquent. Should this occur, the firm has collection procedures that it will follow to ensure the account is paid promptly. In the event that we initiate litigation to collect a delinquent account, you agree to pay our costs of collection, including reasonable attorneys’ fees. In fairness to most of the firm’s clients, who timely pay their bills each month, these collection procedures and our late payment charge have been established so that the minority of clients whose accounts may become delinquent will bear the firm’s cost of such delinquent accounts.

Questions. If you have questions about any aspect of our arrangements or our statements from time to time, feel entirely free to raise those questions. It is important that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters, including the amount of our statements, and we encourage you to be frank about them.

WORK ORDER
PURSUANT TO A MASTER CONTRACT BETWEEN
THE CITY OF GREELEY AND COAN, PAYTON & PAYNE, LLC

WORK ORDER NUMBER: 1

PROJECT TITLE: West Greeley Economic Development project

ORIGINAL BID/RFP NUMBER & NAME: Not applicable

MASTER CONTRACT EFFECTIVE DATE: January 1, 2026

OWNER'S REPRESENTATIVE: Stacey Aurzada, City Attorney

WORK ORDER COMMENCEMENT DATE: January 1, 2026

WORK ORDER COMPLETION DATE: May 1, 2026

MAXIMUM FEE: (time and reimbursable direct costs): \$175,000

PROJECT DESCRIPTION/SCOPE OF WORK:

1. CPP will provide strategic advice and counsel on the West Greeley development initiative at the request of the City Manager, the City Attorney or their designees.
2. CPP will assist with negotiation of contracts on behalf of the City at the request of the City Attorney.
3. CPP will provide legal advice and guidance to the City related to the West Greeley project at the request of the City Attorney.

CPP agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Contract between the parties. In the event of a conflict between or ambiguity in the terms of the Master Contract and this Work Order (including the attached forms) the Master Contract shall control. Notice to Proceed is hereby given after all parties have signed this document.

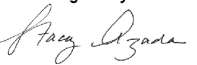
EXECUTED:

The City of Greeley
Approved: 
Signed: Brian K. McBroom
Name: Brian K. McBroom
Title: Acting City Manager
Date: 1/12/2026 | 4:19:18 PM MST

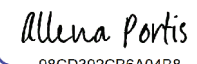
COAN, PAYTON & PAYNE:

Signed: 
Name: Brett Payton
Title: Member
Date: January 2, 2026

The City of Greeley

Approved: 
Signed: Stacey Aurzada
Name: Stacey Aurzada
Date: 1/12/2026 | 12:15:04 PM MST

ENDORSED:

The City of Greeley
Certification of Contract Funds Availability
Signed by: 
Signed: Allena Portis
Name: Allena Portis
Title: Chief Financial Officer
Date: 1/12/2026 | 1:54:59 PM MST



Council Agenda Summary

July 21, 2026

Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Appointments to Boards and Commissions - Citizen Budget Advisory Committee, Human Relations Commission, Judicial Review Board, Museum Board, Union Colony Civic Center Advisory Board and Youth Commission

Summary:

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

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

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

Council appointments are needed due to vacancies and expiring terms for the Citizen Budget Advisory Committee, the Human Relations Commission, the Judicial Review Board, the Museum Board, the Union Colony Civic Center Advisory Board and the Youth Commission.

New applicants were interviewed by two council members on June 9, 2026 and June 13, 2026.

Interviews are conducted on a monthly basis by two council members for applicants who have applied to fill open vacancies or expiring terms.

Fiscal Impact:

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

Legal Issues:

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

there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission. Should such conflicts arise, the Board or Commission member simply recuses themselves from that particular item. Such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Other issues and Considerations:

None

Strategic Focus Area:

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

Decision Options:

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

Council's Recommended Action:

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

Attachments:

1. Sample Ballot



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

***** BALLOT *****

Citizen Budget Advisory Committee	
1 Position: 3 Year Term	
☐	SONYA OSTER
☐	(Recruit for Additional Applicants)

Human Relations Commission	
1 Position: 3 Year Term	
☐	Dr. Carmody Lee
☐	IB MEYER
☐	(Recruit for Additional Applicants)

Judicial Review Board	
1 Position: 3 Year Term	
☐	Laura Jones
☐	(Recruit for Additional Applicants)

Museum Board	
2 Positions: 3 Year Term	
☐	DR CARMODY LEE
☐	NANCY MASIMER (I)
☐	(Recruit for Additional Applicants)

Union Colony Civic Center Advisory Board	
4 Positions: 3 Year Term	
☐	GII ASTORGA
☐	DANIELA HERNANDEZ
☐	Laura Jones
☐	Dr. Carmody Lee
☐	MARIELLE WALLER
☐	(Recruit for Additional Applicants)

Youth Commission	
2 Positions: 2 Year Term	
☐	MARIA DURAN
☐	(Recruit for Additional Applicants)

Comments:
(I) = Incumbents



Council Agenda Summary

July 21, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director, Brian McBroom, City Manager , Stacey Aurzada, City Attorney

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

July 19 – August 15, 2026

Tuesday, July 21, 2026

- City Council Meeting 6:00PM City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, July 22, 2026

- 2026 Habitat for Humanity Impact Breakfast 6:45AM Christ Community Church (1301 15th St, Greeley, CO 80631)

Thursday, July 23, 2026

- History Hour – Young Chautauquans Perform 12:00PM Church at Centennial Village Museum (1475 A Street, Greeley, CO 80631)
- Presidential Farewell Dinner Honoring Dr. Andy Feinstein 6:00PM UNC Campus Commons Lobby

Friday, July 24, 2026

- College of Osteopathic Medicine Grand Opening Celebration 12:00PM University Center West Patio
- Ribbon Cutting & Grand Opening Celebration College of Osteopathic Medicine 2:00PM College of Osteopathic Medicine Building
- College of Osteopathic Medicine White Coat Ceremony 5:00PM Campus Commons Performance Hall

Monday, July 27, 2026

- Greeley Chamber of Commerce 11:30AM
- Walking Tour of Centennial Village Museum 5:30PM Centennial Village Museum (1475 A Street, Greeley, CO 80631)

Tuesday, July 28, 2026

- Union Pacific Big Boy Train in Denver 10:00AM Union Pacific Denver North Yard (901 W. 48th Ave Denver, CO)

- City Council Work Session Meeting 6:00PM City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Saturday, August 1, 2026

- America 250 / Colorado 150 Celebration 10:00AM Bittersweet Park (3500 16th St, Greeley, CO 80634)
- Centennial Village Turns 50 Celebration 12:00PM Centennial Village Museum (1475 A St, Greeley, CO 80631)

Tuesday, August 4, 2026

- Downtown Revitalization: Infrastructure Groundbreaking Event 9:00AM Front of Train Depot (902 7th St, Greeley, CO 80631)
- City Council Meeting 6:00PM City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday, August 6, 2026

- IG Advisory Board Meeting 3:30PM
- North Front Range MPO Meeting 6:00PM

Tuesday, August 11, 2026

- City Council Meeting 6:00PM City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

2026 Council Meeting/Work Session Agenda Items Schedule

	06/22/2026		
	This schedule is subject to change		
Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
July 28, 2026 City Council Work Session			
	Comprehensive Financial Policies (Tentative)	Kirk Jones	WS
	Alternative Fuel and EV Charging Plan	Hanna Feldmann	WS
	Sign and Landscape Code Update (moved from 7/21 at Kelli's request)	Caleb Jackson/Buxton Demers	Regular
August 4, 2026 City Council Meeting			
	Proclamation - Emergency Management Awareness Month	Mayor	Intro
	Minutes July 14, July 21	Heidi Leatherwood	Consent
	Proclamation - Monster Day 10th Anniversary	Mayor	Intro
	Dr. Welsh presenting 2nd edition of Confluence book (HOLD)	Tishana Cano	Intro
	Resolution - 2026 HUD Annual Action Plan	Deb Callies	Consent
	Intro & 1st Rdg Ord - Great Western Industrial Park Annexation No. 1 -15	Michael Franke/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Great Western Industrial Park Zoning No. 1 - 15	Michael Franke/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Arroyos Del Sol Annexation	Doug May/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Arroyos Del Sol Zoning	Doug May/Don Threewitt	Consent
	Resolution & PH - 2026 HUD Annual Action Plan	Cece Cervantes/Deb Callies	Regular
	PH & 2nd Rdg Ord 0 Third Appropriation of the 2026 Budget	Kalen Myers	Regular
	Capital Improvement Project Update (moved from 7/28)	Nathan Mosley	WS
	BC Appointments		
August 11, 2026 City Council Work Session			
		Don Threewitt	
	GURA 101-Discussion with GURA Board and Counsel		
	Planning Commission Interviews	Jennifer Middleton	WS
	Quarter 2 Finance Update	Robert Miller	WS
August 18, 2026 City Council Meeting			
	Minutes July 28 and Aug 4	Heidi Leatherwood	Consent
	Resolution - Comprehensive Financial Policies (Tentative)	Kirk Jones	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
	PH & 2nd Rdg Ord - Arroyos Del Sol Annexation	Doug May/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Arroyos Del Sol Zoning	Doug May/Don Threewitt	Regular
	B&C Appointments	Jennifer Middleton	Regular
August 25, 2026 City Council Work Session			
September 1, 2026 City Council Meeting			
	Proclamation - National Preparedness Month	Mayor	Intro
	Minutes Aug 11, Aug 18		
	Intro & 1st Rdg Ord - Stormwater Revenue Bonds 2026	Robert Miller	Consent
	Intro & 1st Rdg Ord - Eminent Domain portion of parking lot pertinent to construction of local Mobility Transit as part of the MERGE program	Roch Labossiere	Consent
September 8, 2026 City Council Work Session			
September 15, 2026 City Council Meeting			
	Proclamation - National Public Lands Day	Mayor	Intro
	Minutes Aug 25, Sep 1		
	Resolution - Stormwater Revenue Bonds 2026 Competitive Bids	Robert Miller	Consent
	Resolution - Proposition 123 Commitment Renewal	Deb Callies	Consent
	PH & 2nd Rdg Ord - Stormwater Revenue Bonds 2026	Robert Miller	Regular
	PH & 2nd Rdg Ord - Eminent Domain portion of parking lot pertinent to construction of local Mobility Transit as part of the MERGE program	Roch Labossiere	Regular
	B&C Appointments	Jennifer Middleton	Regular



Council Agenda Summary

Title

Adjournment