Greeley City Council Agenda

Regular Meeting

Tuesday, August 4, 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/89341813354

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, August 4, 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/89341813354

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Recognitions and Proclamations
   a. Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA)
   b. National Emergency Management Awareness Month Proclamation
   c. 10th Anniversary of Greeley Monster Day Proclamation
   d. What's Great About Greeley Report

   Presentation of Confluence, The Story of Greeley Water (2nd Edition)
6. Citizen Input
7. Reports from Mayor and Councilmembers
8. Initiatives from Mayor and Councilmembers

Consent Agenda

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

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

9. Motion to approve the proceedings of the July 7, 2026, Regular Meeting, the July 14, 2026, Special Meeting and the July 14, 2026, Work Session

10. Resolution authorizing the City to enter into a work order for professional services between the City of Greeley and Na Ali'i (Nakupuna Companies) for additional design services related to the Cameron Peak Fire Mitigation

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

12. Resolution approving an Intergovernmental Agreement for the provision of administrative services by the City of Greeley to the Greeley Urban Renewal Authority

13. Resolution authorizing the City Attorney to initiate appropriate legal action in relation to the property located at 2495 28th Street

14. Resolution approving a Development Services Agreement between the City of Greeley and Richmark Vertikal, LLC related to the Civic Campus project

15. Resolution authorizing the City of Greeley to provide fire protection services to the Cache Annexation and directing the City Attorney to commence a court action to exclude the properties from the Windsor-Severance Fire Protection District

16. Resolution authorizing the City of Greeley to provide fire protection services to the Seeley Lake Annexation and the Willow Vista Annexation 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 services to the Schmerge and Kinnison Annexations and directing the City Attorney to commence a court action to exclude the property from the Windsor-Severance Fire Protection District

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

19. Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, to establish I-H (Industrial High Intensity) and C-D (Conservation District) zoning for property located generally south of Eastman Park Drive, east of State Highway 257, west of Great Western Drive, and north of Weld County Road 62 1/4, into the City of Greeley. The subject site is comprised of 325.63 acres.

20. Introduction and first reading of an ordinance annexing to the city of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as "Arroyos del Sol" located

generally north-west of State Highway 257 spur, west of Weld County Road 19, and south of the Cache La Poudre River, into the City of Greeley. The subject site is comprised of 999.72 acres.

21. Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, to establish C-D (Conservation District) zoning for property, known as the "Arroyos del Sol" Annexation, located generally north-west of State Highway 257 spur, west of Weld County Road 19, and south of the Cache La Poudre River, into the City of Greeley. The subject site is comprised of 999.72 acres.

End of Consent Agenda

---

22. Pulled Consent Agenda Items

23. Public hearing and resolution approving the 2026 Annual Action Plan for the proposed Community Development Block Grant Budget and Home Investment Partnerships Program, as an annual component of the consolidated plan

24. Public hearing and second 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

25. Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the West Greeley Catalyst project

26. 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

27. Scheduling of Meetings, Other Events

28. Adjournment

Council Agenda Summary

Title:
Recognitions and Proclamations

Summary:
Mayor Hall will recognize the Finance team for receiving an award from the Government Finance Officers Association.

Mayor Hall will present the following proclamations:

- National Emergency Management Awareness Month Proclamation
- 10th Anniversary of Greeley Monster Day
  Councilmember Roth will present the *What's Great about Greeley* Report.

Attachments:
National Emergency Management Awareness Month Proclamation
10th Anniversary of Greeley Monster Day Proclamation
What's Great About Greeley Report

The City of Greeley has been awarded the **Certificate of Achievement for Excellence in Financial Reporting** by the Government Finance Officers Association (GFOA) for our 2024 Annual Comprehensive Financial Report. Established in 1945, this program recognizes governments that go beyond basic financial reporting to produce reports that are transparent, accurate, comprehensive, and easy to understand. It is the highest honor a local government can receive for financial reporting.

Receiving this award requires a rigorous independent review of the City's financial statements and reporting practices. It reflects the Finance Department's commitment to accountability, sound financial stewardship, and transparency in managing public resources.

For our residents, this recognition reinforces that taxpayer dollars are being managed responsibly. It also strengthens the trust of credit rating agencies and investors who support the City's long-term infrastructure and financial health.

National Emergency Management Awareness Month

WHEREAS, emergencies and disasters, whether natural, technological, or human-caused, can occur without warning and pose significant risks to the lives, property, and well-being to the City of Greeley; and

WHEREAS, emergency management professionals across all sectors, including educational institutions, healthcare systems, and state and federal entities, work year-round to develop and maintain effective preparedness, mitigation, response, and recovery programs that protect and prepare our community; and

WHEREAS, the City of Greeley's Office of Emergency Management, together with emergency management partners from Greeley D6 School District, Aims Community College, the University of Northern Colorado, UCHealth Greeley Hospital, Banner Greeley Hospital, and the 233rd Space Group, plays a vital role in strengthening our collective readiness and resilience; and

WHEREAS, emergency managers in Greeley and throughout the nation support the five mission areas of prevention, protection, mitigation, response, and recovery, which align with the core capabilities in the National Preparedness Goal, ensuring a coordinated and effective approach to emergencies of all types; and

WHEREAS, these dedicated professionals demonstrate commitment, skill, innovation, and compassion by preparing for and responding to emergencies, supporting impacted individuals, and helping communities recover, rebuild, and become more resilient in the face of adversity; and

WHEREAS, the City of Greeley recognizes the critical importance of emergency management and the need to elevate awareness of preparedness efforts, public education, and community partnerships that enhance safety and resilience for all community members.

NOW, THEREFORE, I, Dale Hall, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim August 2026, as *National Emergency Management Awareness Month* in the City of Greeley and encourage all community members to express appreciation for the emergency management professionals who devote themselves to serving our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Greeley to be affixed, this 4th Day of August 2026.

_____

Dale Hall, Mayor

10th Anniversary of Greeley Monster Day

WHEREAS, Monster Day started as a collaboration with Distortions Unlimited, Downtown Greeley/The Greeley Downtown Development Authority and various other passionate committee members to establish a local holiday that celebrates all things monster-related; and

WHEREAS, A locally created celebration grew monstrously in community support and excitement; and

WHEREAS, Monster Day became a fundraiser for anti-bullying campaigns that work to stop bullying inside of schools; and

WHEREAS, For 10 years now, thousands of families have come out to Downtown Greeley to celebrate their unique love for all things monster-related through crafts, costumes, contests, dances, demonstrations, and more. We thank every person, sponsors, partner, and supporter of Monster Day for helping us bring the fright to Greeley!"

NOW, THEREFORE, I, Dale Hall, by virtue of authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim August 22, 2026, as the 10*th Anniversary of Greeley Monster Day*.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, this 4th day of August 2026.

_____

Dale Hall, Mayor



City Council Meeting

August 4, 2026


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

Rapid Recovery & Restoration of Beloved Bronze Sculpture

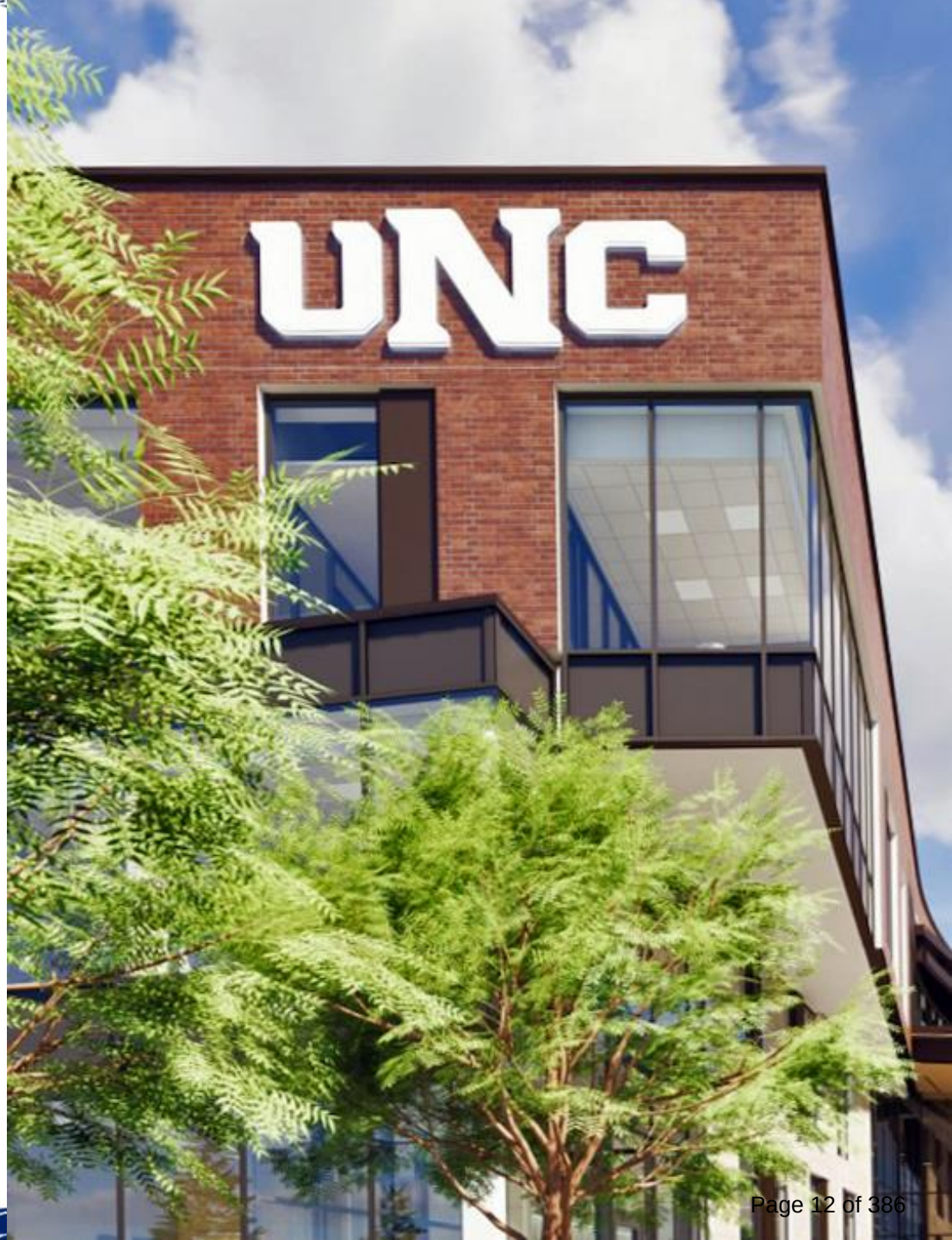
- *The Prize Catch* was stolen and heavily damaged on May 12.
- Collaborative efforts between Greeley PD, City staff, and local businesses resulted in the recovery and restoration of the piece.
- The statue was successfully reinstalled in Glenmere Park on July 3 for public enjoyment .



City of Greeley Colorado

Grand Opening of UNC College of Osteopathic Medicine

- UNC celebrated the grand opening on July 24.
- The new college is the completion of a two-year, $127.5 million investment
- The college is expected to generate $1.4 billion in economic activity over the next two decades and graduate 150 students annually.



City of Greeley Colorado

Centennial Village Museum Celebrates 50th Anniversary

- The Museum was established in 1976 during the nation's bicentennial.
- The museum features more than 35 historic buildings and exhibits on an 8-acre campus.
- The museum remains a valued community resource that connects residents and visitors to our Western heritage.

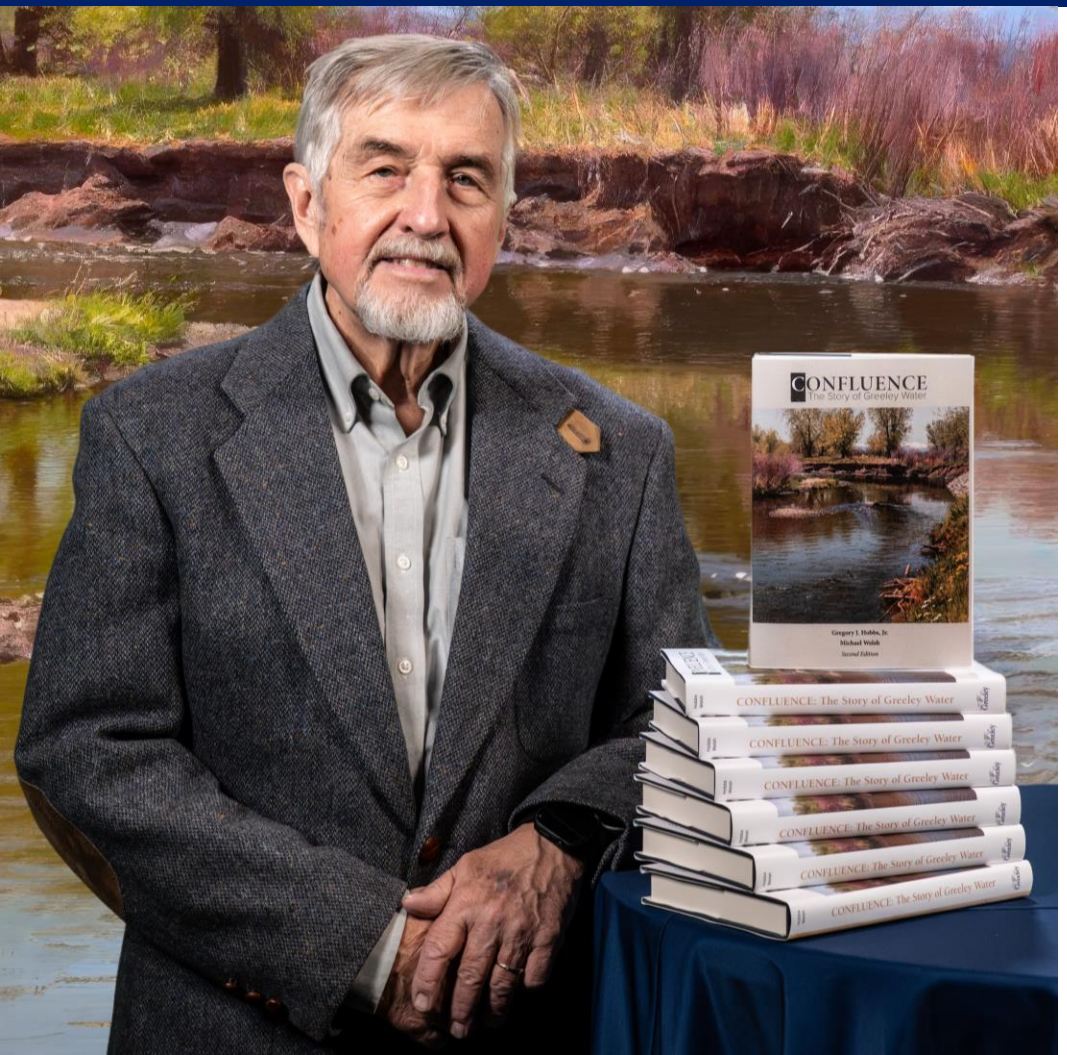


City of Greeley Colorado

City of Greeley Colorado

GreeleyCo.gov

Confluence: The Story of Greeley Water
(Second Edition)



Co-Author Michael Welsh

- Co-author of *Confluence: The Story of Greeley Water* (Second Edition) with Gregory J. Hobbs Jr., former Associate Justice of the Colorado Supreme Court.
- The book traces the history of Greeley Water, including the city's early role in helping establish the Doctrine of Prior Appropriation ("first in time, first in right") which became foundational to water law across the American West.
- The book's August 1 publish date coincides with two historic milestones: Colorado's 150th birthday and the nation's 250th birthday, offering a timely opportunity to reflect on how Greeley's water story helped shape Colorado's growth, identity, and legacy in the American West.

Confluence: The Story of Greeley Water (2nd Edition)

Co-Author Michael Welsh will present.

- Co-author of *Confluence: The Story of Greeley Water* (2nd Edition) with Gregory J. Hobbs Jr., former Associate Justice of the Colorado Supreme Court.
- The book traces the history of Greeley Water, including the city's early role in helping establish the Doctrine of Prior Appropriation ("first in time, first in right") which became foundational to water law across the American West.
- The book's August 1 publish date coincides with two historic milestones: Colorado's 150th birthday and the nation's 250th birthday, offering a timely opportunity to reflect on how Greeley's water story helped shape Colorado's growth, identity, and legacy in the American West.

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

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 28 work session.	Don Threewitt
5-2024	Hall	**Impact Fee Study Structure**	May 7, 2024 Council Meeting	Requested staff bring a report to a future work session explaining more in depth the Impact Fee Study Structure - how the ratio is calculated, review process, timeline of review, and development fees	DTA was awarded the contract and that process has now started. The consultant is working on completing the study by the end of December. DTA prepared two impact fee studies: One for West Greeley, one for the rest of the City. Post-review of the studies determined West Greeley should have an assessment and impact fees should be Citywide. DTA is finalizing the GID Assessment first, then the Citywide impact fee study. City Council adopted the 2026 impact fees utilizing Raeftelis fee methodology. It is anticipated that the new study will be brought to Council	Allena Portis
8-2024	Olson	**Code Compliance**	Oct 1, 2024 Council Meeting	Part 1 - Requested staff to present at a future work session on code compliance- what is compliant and what is not and to develop a plan to assist with low-income residents specifically relating to yards and vegetation Part 2 - More information needed on specific options on landscaping; enhancing voluntary compliance ticketing system	Following the February council meeting Code Compliance has been focusing on the council's direction to: Explore how to speed up compliance without immediate ticketing. How to enhance voluntary compliance. Remains on track. The snow removal education campaign was launched via the City Scoop on December 4, 2025. Council was updated through the Weekly Council Update on December 5, 2025. Staff presented at the April 14, 2026 WS.	Kelli Johnson/Buxton Demers
13- 2024	Butler	**Audit of Development Code**	Dec 10, 2024 Council WS	Discrepancies in the code and would like an administrative fix of the R-M zoning issue if possible, and then a full audit of the Development Code.	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
01-2026	Olson	**MERGE Project Update**	Council Meeting 1/6/2025	Monthly MERGE update with Mayor and Councilmember Olson. A quarterly meeting to done at a meeting.	Presentation scheduled August 11, 2026 WS.	Public Works
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. Particulary one of the options being that homeowners can place signs in this area and allow an opprtunity for council to discuss.	Staff is bringing draft Sign Code updates for City Council consideration at a future 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	Staff are working through potential options and will provide an update at a later date.	Public Works
8-2026	DeBoutez	**Budget Retreat**	Council Meeting 7/7/2026	Councilmember DeBoutez requested a budget retreat be held on September 11, 2026.	Scheduled for September 11, 2026.	Nathan Mosley
9-2026	Roth	**Updsate on Status of Abanoned Hotel**	Council Meeting 7/21/2026	Request for an update on the what the current stratus is on the abandoned hotel as he has received numerous complaints regarding this property. A memo will be sent out regarding this.		CD
10-2026	Olson	**Update on intersections at Ost/59th Roundabout and 83rd Avenue new design and MERGE Financing update**	Council Meeting 7/21/2026	Requesting a Work Session	Report of what the projects are, where they are, and why they were put in place.	Public Works

Council Agenda Summary

August 4, 2026
Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to approve the proceedings of the July 7, 2026, Regular Meeting, the July 14, 2026, Special Meeting and the July 14, 2026, Work Session

Summary:

Council met on July 7 for regular business and actions. On July 14, Council met for a work session to receive information and provide direction to staff, and for a Special Meeting for business and action.

Fiscal Impact:

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

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

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

Council's Recommended Action:

Approve the motion.

Attachments:

1. 07.07.2026 Regular Meeting Draft Minutes
2. 7.14.26 Special Meeting Draft Minutes
3. 7.14.26 Work Session Draft Minutes

City of Greeley, Colorado
City Council Meeting Proceedings
Tuesday, July 7, 2026

1. **Call to Order**
   City Clerk Heidi Leatherwood 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**
   City Clerk Leatherwood 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
   Councilmember Johnny Olson
   Councilmember Brian Rudy
   Councilmember Ryan Roth

   Mayor Pro Tem Melissa McDonald-absent and excused.
   Mayor Dale Hall-absent and excused.

   City Manager Brian McBroom noted that both Mayor Hall and Mayor Pro Tem McDonald were unexpectedly absent due to illness, creating an unusual circumstance requiring the council to select a temporary chair for the evening according to the process as outlined in Council's Policies and Protocol. The process included taking nominations followed by a vote.

   Councilmember Roth nominated Councilmember Olson to serve as presiding officer. No additional nominations were offered. The nominations closed. Council asked if a vote was still required with only a single nomination. City Attorney Stacey Aurzada confirmed that a vote was still required.

   Councilmember Roth moved to appoint Councilmember Olson as temporary chair. Councilmember DeBoutez seconded the motion. The motion passed with a voice vote of 5-0 at 6:03 p.m. with Mayor Pro Tem McDonald and Mayor Hall absent.

   Councilmember Olson assumed the role as chair for the remainder of the meeting.

4. **Approval of the Agenda**
   City Manager McBroom requested that two items related to the Civic Campus project be removed from the agenda:
   - Item 23 (Resolution Reaffirming City Commitment to Civic Campus Project and New City Hall) and
   - Item 26 (Motion to go into Executive Session Regarding Civic Campus Project)

He recommended both items be considered for a special meeting on Tuesday, July 14, 2026.

Councilmember DeBoutez moved to call a special meeting for July 14, 2026. Councilmember Rudy seconded the motion. The motion passed 5-0 at 6:05 p.m. with Mayor Pro Tem McDonald and Mayor Hall absent.

5. Recognitions and Proclamations

Parks and Recreation Proclamation

Chair Olson read the Parks and Recreation Month proclamation on behalf of Mayor Hall at 6:07 p.m. Director of Culture, Parks, and Recreation Diana Frick accepted the proclamation along with her staff.

Centennial Village 50th Anniversary Proclamation

Chair Olson read the Centennial Village 50th Anniversary Proclamation on behalf of Mayor Hall at 6:10 p.m. Ms. Frick, Museum Manager Chris Bowles, museum staff, and volunteers accepted the proclamation.

What's Great About Greeley Report?

Councilmember Rudy presented the "What's Great About Greeley" report, at 6:15 p.m.

6. Citizen Input

1. Geoffrey Havens spoke against the proposed cuts to Greeley Museums and asked for council to require comprehensive staffing, financial, and legal analyses before making decisions.
2. Patti Harrold spoke against disproportionate cuts that the museum was bearing and emphasized the need for maintaining professional staff to maintain legal obligations.
3. Michelle Sauder spoke in support of the museums' role in the community's culture and history. She acknowledged budget reductions but argued that museums had steeper cuts.
4. Louise Wilson spoke about traffic safety issues on 23rd Avenue at the Willows Apartments. She supported preserving Plumb Farm programs.
5. Melinda Andrews spoke against dismantling museums, highlighting their personal significance and value for hands-on learning, urging honoring the museum system creators' legacy.
6. Kathy Hasch spoke on safety concerns about young riders on electric bikes and scooters and suggested requiring education or testing for youth.
7. Pam Bricker spoke against the proposed museum and event cuts, linking them to financial decisions related to Cascadia.
8. Raeanne Miller spoke about continued museum funding, citing charter obligations, economic impact, and the civic role of museums.
9. Pam Ensminger spoke on exploring marijuana sales for additional revenue and noted an abundance of neighborhood smoke shops. She suggested a tax on low nutritional and sugary food/drink items.
10. Jen Remmers spoke about issues at mobile home parks, including parking violations, flooding, and mismanagement of the park. Chair Olson asked the City Manager to have staff follow up.

11. Dorothy Elder spoke against the proposed museum and cultural events budget cuts noting it could lead to residents leaving.
12. Eli Willcox spoke on the irony of honoring parks and museums alongside the proposal of drastic budget cuts, advocating for shared burden across the city.
13. Kenneth Howell spoke about insufficient information for CPRD budget decision-making, questioning unspecific cuts.
14. Bill Gillard urged newer council members to advocate for residents and mentioned concerns about potential conflicts of interest regarding Item 13.
15. Darlene Di Frischia spoke about dismantling long-standing institutions without solid planning.
16. Kent Henson spoke about the Civic Campus Project progress, emphasizing collaboration between the city and the district to avoid escalating costs.
17. Scott Royer spoke about city watering practices on 21st Avenue and 10th Street, citing water conservation needs.
18. Tiffany Simmons spoke about concerns over program cuts affecting vulnerable residents and emphasized the benefits of cultural programs.
19. Augusta Rudnick spoke on the significance of museums to Greeley and emphasized that a museum's value is preserving community heritage.
20. Lilah Barth spoke about the critical role active programs play in transforming a museum from dormant to engaging and opposed the proposed cuts.
21. Leah Bookman spoke about how cultural cuts would derail downtown revitalization, urging preservation of crucial community programs and events.
22. Gabrial Llanas spoke about the unbalanced emphasis on workforce reductions.
23. Addison Tellez, as this year’s Weld County Fair Queen, invited community members to attend the fair and junior livestock sale, supporting local youth.
24. Peggy Sue Squires spoke about current budget struggles relating it to prior council decisions and asked council to listen to the community.
25. Bret Shaw spoke about the centrality of museums to his research, cautioning transferring museum oversight and emphasizing staff significance to the Greeley community.
26. Rhonda Solis spoke about concerns over legal conflicts involving city projects and noted pending lawsuits, stressing the need for transparent governance.
27. Steve Teets spoke about support for museums and asked for e-bike and e-scooter safety concerns in city ordinances.
28. Annarelli Morales spoke about possible new revenue ideas instead of only focusing on budget cuts, specifically mentioning recreational marijuana sales as an option.
29. Allison Dunning spoke about community events and how important the museum was to local economy and vitality, arguing against quality-of-life program cuts for budget solutions.
30. Conner Craven spoke about preserving museums for educational and career opportunities just like those he accessed during his training.
31. Connie Garcia spoke about museums, sharing experiences from travelling where museums stimulated local economies and describing similar potential opportunity for Greeley.
32. Mary Monohan spoke about the imbalance in city financial priorities, and forwarding project pursuits at the expense of community programs.
33. Morgan Nudelman spoke about capital project pursuits amid cultural sacrifices, raising equitable investment concerns across city wards.

34. Marcus Embry spoke about legal obligations to maintain museums, questioning proposal cuts and stressing museums' historic and community-based roles.
35. Kaylee Miller spoke about her museum-focused academic path, highlighting the understated impact museums have on educational and social development of community members.
36. Maddie Miller spoke about historical influence through educational journeys, underscored social health value of local markets, and museums.
37. Mary Metzger spoke about council engagement with community voices, underlining city's difficulty in attracting consistent public outreach.
38. Kathryn Conner spoke about Greeley Recreation Soccer, stressing essential affordability and access in promoting youth engagement.
39. Kris Simmons spoke about open discussions on contract irregularities referencing Item 13, noting that this should incur competitive bidding.
40. Evan Peterson spoke about museum cuts and the city's pattern in transferring public assets to private companies.

Following citizen input, Chair Olson called a five-minute recess at 8:04 p.m.

7. Reports from Mayor and Councilmembers

Chair Olson called the meeting back from recess at 8:09 p.m.

Councilmember DeBoutez announced that office hours would be held on Wednesday morning from 9-10 a.m. at Margie's Java Joint, 931 16th Street, Greeley.

Councilmember Roth thanked Councilmember Rudy and Mayor Pro Tem McDonald for joining him at the naturalization ceremony held at Centennial Village the week of July 4th, where 29 new citizens were welcomed.

Councilmember Rudy stated the naturalization ceremony was the most meaningful thing he had done in his 11 years as an elected official.

Councilmember Huddleston noted that the demolition derby was a highlight of the holiday weekend and asked the police and fire chiefs to consider providing a donation link for their benevolence funds on the city website. He also reported that riding on the float during the 4th of July parade gave him an opportunity to see the diversity of Greeley's residents. He announced office hours for Saturday, 10-11a.m. at Atlas Coffee on 16th Street.

Chair Olson announced record attendance at the 4th of July parade and commended the Stampede for having the fewest recorded incidents ever. He also acknowledged the volume of public comment received during citizen input and stated that, while no decisions had been made, the feedback was important and would inform council's deliberations.

8. Initiatives from Mayor and Councilmembers

Councilmember DeBoutez proposed a budget retreat at the beginning of September, on Friday, September 11, to allow an extended, in-depth council discussion of all budget reduction proposals. Council reached consensus to move forward with the initiative.

Consent Agenda

---

9. **Motion to approve the City Council Meeting Proceedings of May 19 and June 2, 2026, and City Council Work Session Proceedings of June 9, 2026**

10. **Resolution to confirm the appointment of Robert Hepperle to the Human Relations Commission**

11. **Resolution authorizing a grant agreement regarding Peace Officer Behavioral Health Support and Community Partnership Grant Program**

12. **Resolution authorizing a grant agreement with the State of Colorado for Olmstead Advancement Program**

13. **Resolution authorizing a Legal Services Work Order**

14. **Resolution declaring Intent to Reimburse with Tax-Exempt Financings for Stormwater System**

15. **Resolution authorizing the RAISE Grant Program Agreement**

16. **Resolution authorizing the Airport Improvement Program Grant Agreement ($285,000)**

17. **Resolution authorizing the Airport Improvement Program Grant Agreement ($150,000)**

18. **Resolution finding substantial Compliance with Annexation Laws (Arroyos del Sol Annexation)**

19. **Introduction and first reading of ordinance amending Title 22, Chapter 1 relating to Contractor Licenses**

20. **Introduction and first reading of ordinance amending Municipal Code references to City Hall**

End of Consent Agenda

Councilmember Huddleston requested that Item 13 be pulled from the Consent Agenda for separate discussion.

Councilmember Rudy moved to approve Consent Agenda Items 9-12 and 14-20. Councilmember DeBoutez seconded the motion. The motion passed 5-0 at 8:20 p.m. with Mayor Pro Tem McDonald and Mayor Hall absent.

21. Pulled Consent Agenda Items

Item 13 — Resolution authorizing Legal Services Work Order (Coan, Payton & Payne, LLC)

Councilmember Huddleston asked City Attorney Aurzada to address public questions raised during citizen input regarding the contract amount, the perceived conflict of interest, and the competitive bidding process.

Ms. Aurzada stated that the city entered into the contract with Coan, Payton & Payne in January, based on the need of a local firm with development expertise to assist with the West Greeley project. She stated that staff vetted potential conflict of interest and ethics concerns at the time and determined there was no legal prohibition from entering into the contract.

She noted that all legal services contracts were billed hourly, and the $175,000 figure represents a not-to-exceed cap set by the purchasing department. She anticipated services will be winding down within two months as the project's direction becomes clearer, not expecting the contract to extend past December.

Councilmember Huddleston thanked Ms. Aurzada for the clarification.

No motion was offered for Item 13.

22. Public Hearing and Second Reading of Collective Bargaining Agreement Ordinance with Fire Fighters Union Local 888

Assistant City Manager Kimberly Southern introduced the item at 8:25 p.m.

Ms. Southern thanked both the city and union negotiating teams for their professionalism throughout the process.

Ms. Southern summarized the formal bargaining period, which began April 6, 2026, with a tentative agreement reached May 18, 2026, and ratified by Local 888 on June 13, 2026. The process used an interest-based bargaining approach intended to strengthen trust and collaboration.

Financial provisions of the tentative agreement total approximately $3.8 million over two years with details in the slides about wage increases and benefits.

Chair Olson opened the public hearing at 8:31 p.m.

1. Bill Gillard expressed support for both police and fire.
2. Steve Teets asked whether the agreement included funding for additional firefighters. Ms. Southern confirmed no additional firefighters were budgeted at this time.

With no further public comment the public hearing closed at 8:33 p.m.

Councilmember DeBoutez moved to adopt the ordinance and publish by reference to title only. Councilmember Rudy seconded the motion. The

motion passed 5-0 at 8:34 p.m. with Mayor Pro Tem McDonald and Mayor Hall absent.

23. Resolution Reaffirming City Commitment to Civic Campus Project and New City Hall

This item was removed from the agenda and will be brought to the special meeting on July 14, 2026.

24. Ballot Measure Planning: June 2026 Polling Results

Deputy Director of Budget and Policy Kalen Myers introduced the item at 8:35 p.m. Alex Dunn, Vice President of Aspect Strategic, the city's polling consultant, was present to explain the results of community polling conducted in late May and early June 2026.

Mr. Dunn stated that approximately 600 residents were surveyed at random across all four wards, representing a demographically balanced sample with a margin of error of approximately 4%. Three potential ballot measures were tested using language close to what voters would see on an actual ballot.

The three proposals and their support levels were:

- Public Safety (1.5% sales tax; $16 million revenue): 47% support, 50% oppose
- Homeless Solutions (0.15% sales tax; ~$5 million revenue): 45% support, 51% oppose
- Combined Public Health and Safety (1.5% sales tax; $16 million revenue): 46% support, a slight majority opposed

Mr. Dunn noted that when uncommitted "leaners" were removed, committed support fell. He reported a decline from last year's polling. He attributed part of this erosion to a significant increase in the share of residents reporting financial distress.

Mr. Dunn noted a distinction between belief in the need for funding and willingness to support a tax increase: 54–55% of respondents said they believe fire services and homelessness programs need additional funding, while only 37% said the police department needs more.

Ms. Myers concluded by asking whether staff should continue developing a potential November 2026 ballot measure.

Chair Olson spoke about the increased financial strain among residents, referencing that polling data group had nearly doubled in size.

Councilmember DeBoutez emphasized the importance of cautiously considering any new taxes given the current economic climate.

Council reached consensus not to proceed with a ballot measure at this time.

Chair Olson thanked staff for presentation.

25. 2027 Budget Development Update

Director of Budget and Policy Nathan Mosley introduced the item at 8:50 p.m. Deputy City Manager Kelli Johnson, Culture, Parks, and Recreation Director Diana Frick, and Interim Director of Communication and Engagement Jaqueline Villegas were also present.

Mr. Mosley provided a recap of the budget development process to date, noting that 13 departments had presented reduction proposals through prior work sessions, with an additional two departments presenting. He stated that staff had collectively identified approximately $17.1 million in proposals toward the structural deficit, of which $2.8 million — approximately 15% represent revenue proposals rather than cuts.

Chair Olson requested that future presentations include a cumulative bar chart showing all departments' reductions together — both prior reductions grayed out and the current ones highlighted — so that the public and council could see the overall scope at a glance. He also asked that future presentations reflect the full range of separations, including VSAs and voluntary departures, not only the cuts being presented that evening.

Mr. Mosley confirmed that the recommended budget would be distributed in early September, with a budget retreat on September 11th, followed by formal work sessions in September and October, and final adoption anticipated by October or November, with a statutory deadline of December 15th.

Culture, Parks, and Recreation (CPRD)

Deputy City Manager Kelli Johnson and Ms. Frick presented the CPRD budget reduction proposal. Ms. Johnson noted that the department was assigned a 17% reduction totaling approximately $3.7 million. To date, approximately $2.9 million was identified through personnel reductions (elimination of 10 full-time positions, reductions in part-time and seasonal staffing), operational restructuring, and approximately $608,000 in new revenue through Island Grove improvements and targeted user fee adjustments. A remaining gap of $800,000 required additional policy direction.

Ms. Frick clarified that of the 10 full-time positions: 4 took VSAs, 1 is retiring, 3 are involuntary reductions, and 1 was an unfilled open position. She stated that details regarding the involuntary reductions would be provided to council offline. Service level impacts identified in the presentation include longer mowing cycles, reduced irrigation, slower tree maintenance, fewer restroom facilities, reduced natural area restoration and stewardship, reduced recreational facility hours, fewer programs, and reduced educational and cultural programming. Ms. Johnson noted that the base reductions still maintain school educational programs at District 6 and History Fest at Centennial Village.

To close the remaining $800,000 gap, four policy options were presented:
Option 1: Accelerate implementation of the cost recovery strategy by adjusting user fees
Option 2: Concentrate reductions in museums and city-produced events by transitioning them to external operators or discontinuing the city's direct role

Option 3: Further reduce investment in the natural areas system by eliminating planning and restoration capacity
Option 4: Eliminate the horticulture program, which would result in an immediate and highly visible reduction in seasonal flower displays and landscape maintenance in parks, civic spaces, and public gateways

Councilmember Huddleston stated that his review of the last 10 years of departmental budgets showed that museum and culture budgets had increased only at the rate of inflation, while parks and recreation had increased at roughly double that rate. He noted the museum department had seen no employee increase since 2014, contrasted with a 25% staff increase in the recreation division.

Councilmember Huddleston also read a statement attributed to Nathan Meeker at the founding of Greeley, calling on the colony to build a shared museum, noting that Meeker made that statement not in times of prosperity but while the community was struggling to survive.

Councilmember DeBoutez asked Ms. Frick to explain how the department arrived at the service tier classifications and operational impact rankings used to distribute reductions. Ms. Frick stated that each program was evaluated individually through a weighted methodology, drawing on community survey results and the comprehensive plan adopted the prior year. Councilmember DeBoutez acknowledged that the department was among the few that directly touched residents' day-to-day lives outside of public safety and roads and said the September retreat must involve creative thinking about resource development and revenue generation.

Chair Olson noted that CPRD's gross budget is $32 million, offset by $14 million in revenue it generates, and that the reduction target was calculated on the net general fund contribution. He stated that finding ways to modestly increase user fees to preserve programs could be part of the conversation. He said that after hearing 42 citizens that evening, he does not believe this department can sustain further service reductions.

Communications and Engagement (C&E)
Ms. Johnson presented the Communications and Engagement budget. The department was assigned a 25% reduction totaling approximately $756,000. Interim Director Jacqueline Viegas was present.

Ms. Johnson stated that the department already achieved its full reduction target, primarily through personnel reductions — 6 fewer full-time employees resulting from voluntary separations, resignations, and position eliminations. The remainder comes from reductions in purchased and contracted services.

Service level impacts included longer response times across the organization, fewer customized communication products, reduced multilingual outreach, limited surge capacity during emergencies or periods of high public interest, and a reduced ability to support departmental presentations and organizational change communications.

Ms. Johnson also noted that the city's tourism program, while separately funded through lodger's tax revenue for 1.5 positions, has historically depended on the broader C&E team's expertise in design, digital communications, and marketing strategy. With those shared resources significantly reduced, strategic tourism initiatives are expected to remain in a holding pattern while the department stabilizes.

No questions were raised by council regarding the C&E presentation.

Chair Olson thanked staff for the presentation.

26. Motion to go into Executive Session Regarding Civic Campus Project
This item was removed from the agenda.

27. Motion to go into Executive Session regarding potential settlement of Litigation

Motion to go into executive session pursuant to 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)(f), to receive legal advice and provide instructions to negotiators regarding a potential settlement of litigation.

Councilmember DeBoutez moved to approve the motion. Councilmember Roth seconded the motion. The motion passed 5-0 at 9:44 p.m. with Mayor Pro Tem McDonald and Mayor Hall absent.

28. Motion Authorizing Preparation and Signing of Required Resolutions, Agreements, and Ordinances

Councilmember Rudy moved to approve the motion. Councilmember DeBoutez seconded the motion. The motion passed by voice vote 5-0 at 9:44 p.m. with Mayor Pro Tem McDonald and Mayor Hall absent.

29. Scheduling of Meetings, Other Events
None.

30. Adjournment
With no further business to come before Council, Chair Olson announced that council would go into executive session at 9:45 p.m. and following the executive session the meeting would adjourn.

27. Motion to go into Executive Session regarding potential settlement of Litigation
Chair Olson started the Executive Session at 9:55 p.m. in the Colorado Room. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers except Mayor Pro Tem McDonald and Mayor Hall were present along with City Attorney Stacey Aurzada, City Manager Brian McBroom, Senior Assistant City Attorney Michael Axelrad, Police Chief Adam Turk, and Amy Knight Risk Safety Management.

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

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

City Attorney Aurzada made an announcement regarding privileged communication and asked the chair to turn off the tape.

The tape was turned on at 11:22 p.m.

The Executive Session concluded at 11:23 p.m.

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

Approved:

_____
Mayor

Attested:

_____
City Clerk

City of Greeley, Colorado
City Council Special Meeting Proceedings
Tuesday, July 14, 2026

1. **Call to Order**
   Mayor Hall called the meeting to order at 6:00 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. **Pledge of Allegiance**
   Mayor Hall led the Pledge of Allegiance.

3. **Roll Call**
   City Clerk Heidi Leatherwood called the roll.
   The following were present:

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

4. **Resolution of the City Council of the City of Greeley, Colorado, reaffirming the City's commitment to the construction of a new City Hall as part of the Civic Campus Project and affirming the City's intent to issue Certificates of Participation in a principal amount sufficient to fund the project cost**
   Deputy City Manager Kelli Johnson and Senior Strategic Advisor John Hall introduced the item at 6:01 p.m.

   Ms. Johnson provided an overview of the Civic Campus Project's origins, current status, budget, and the options available to Council for action.

   Ms. Johnson noted that the project began as part of the city's broader downtown revitalization vision, rooted in the adopted 2032 Downtown Master Plan. Early conversations with Weld County and Greeley School District 6 revealed that each entity independently needed additional space and wished to retain a downtown presence, which led to a coordinated multi-partner effort.

   Ms. Johnson presented a high-level project budget for the city hall portion, estimated at approximately $83.6 million, to be funded through the issuance of Certificates of Participation (COPs). She outlined the sequence of remaining steps: completing predevelopment work, finalizing the land exchange agreement with School District 6, executing land trades, scheduling a development agreement for Council adoption, and introducing ordinances for COP issuance.

   Ms. Johnson clarified that if Council directed staff to proceed as soon as possible, the earliest staff could return with necessary documents for COP authorization would be

September, with COP ratings and posting occurring in October and receipt of funds in November.

Mayor Pro Tem McDonald asked about the cost implications for School District 6 if the city did not proceed with building its portion of the project. Richmark developer, Adam Fraser stated the cost was closer to $4 million for horizontal work required to deliver a certificate of occupancy for District 6. He noted this estimate did not include certain parking garage components.

Mayor Pro Tem McDonald stated her support for the project but was concerned about the simultaneous debt obligations from the West Greeley project and the proposed Civic Campus COPs. She asked what the urgency was in acting tonight. Ms. Johnson responded that the urgency was driven by private development partners who required a definitive commitment to proceed with financing their portion of the project. She added that a delay to December would push receipt of COP funds approximately three additional months beyond November, requiring staff to identify a bridge funding structure in the interim.

Chief Financial Officer Allena Portis outlined annual debt service figures:

- West Greeley payments range from approximately $1.2 million in 2027 to approximately $7.3–7.8 million annually in years six through eight;
- Civic Campus COPs were modeled at approximately $4.1 million beginning in 2029, increasing to approximately $7.9 million annually through 2031.

Councilmember Olson asked about the funding sources for COP repayment, noting the slide referenced food tax, quality of life tax, and the general fund. Ms. Portis confirmed that the general fund was modeled to contribute beginning around year ten of the repayment schedule, while food tax and quality of life tax were the primary sources through approximately 2046 for West Greeley.

Councilmember Olson stated that those dedicated tax revenues had been approved by voters for specific purposes and raised concern about committing such a large percentage of those revenues to debt service, leaving fewer resources for parks, trails, public safety facilities, infrastructure, deferred maintenance, and other capital needs.

City Manager Brian McBroom stated that the resolution could reflect whatever direction Council deemed appropriate and recommended that the language be made as clear as possible. Deputy City Attorney Moses Garcia noted that the resolution as written was fundamentally a reaffirmation of the city's commitment to the project, and if Council wished to establish a December deadline, then that direction should be given to the City Manager.

Mr. Fraser estimated that if the city did not build a city hall or parking garage, the total cost to make District 6 and the county whole — covering horizontal work and land obligations — would be approximately $8 million. He acknowledged that the number of hypothetical scenarios had made it difficult to arrive at a single definitive figure, as each change in partner participation altered the calculation.

School District 6 representative Jeff Kirtley stated that the district had recently completed design development documents and anticipated having a construction cost

estimate within days, with construction documents expected by September. He confirmed that the district's COPs had already been issued.

Councilmember DeBoutez asked each one of the presenters to sum up their history and investment of the project.

Walker Thrash, the private hotel developer, stated he had first come to the table in 2023 and had invested slightly over half a million dollars in the project to date, with a total hotel development cost of approximately $28 million. He acknowledged that he had briefly withdrawn from the project weeks prior due to investors who could no longer wait for a decision without a definitive timeline. He stated he had restructured the project with a joint venture partner and was prepared to recommit if the resolution provided a specific COP issuance date.

Mr. Fraser confirmed that the project began with significant optimism among all partners in 2023 and 2024, and that the coordination effort had been extraordinary given the number of moving parts.

Ms. Johnson stated she had joined the project shortly after the initial partner meeting in late 2022 or early 2023, and that her direction from the previous city manager had been to continue advancing the project.

Superintendent Dierdre Pilch of School District 6 stated that the district entered into the project three years ago and had spent approximately $4 million to date on encumbered costs, with its first COP payment due the following month. She said the district was fully committed to a downtown location and to the partnership, but that if the city was not moving forward, she would be obligated to bring the full school board together to reassess their participation.

Downtown Development Authority representative Bianca Fisher stated that the collaborative process — including over 140 internal coordination meetings and extensive public engagement — had been remarkable, and commended city staff for the depth and diligence of the work.

Mr. Hall provided economic context, noting that combined employment across all project entities would bring over 1,000 employees downtown, generating an estimated $2 million annually in sales tax revenue, with construction-period economic impacts of approximately $12 million over four to five years.

Councilmember Huddleston noted that general construction costs had been escalating at approximately five percent per year, estimating that a six-month delay could add roughly $2 million to project costs. He asked Mr. Thrash about the impact of a potential half-point interest rate increase on the hotels pro forma. Mr. Thrash said that level of change would not break the deal at this point, but that any additional delay without a hard commitment date would cause the capital structure to unravel.

Councilmember Rudy stated he had never seen a four-way public-private partnership of this scale in his experience in local government and said he viewed the project as a significant economic driver for downtown.

Councilmember Roth said he was not fully persuaded that the downtown investment would generate the level of economic activity being projected. He said he had significant hesitations but acknowledged that if Council was going to proceed, sooner was better than later.

Councilmember Olson stated that the West Greeley debt situation had not resulted from fiscal irresponsibility on the part of Council, but from a referendum vote in February of that year that halted zoning on the project after $90 million in COPs had already been issued. Mr. Hall confirmed that absent the referendum, the short-term COP debt would have been retired through the issuance of long-term bonds, eliminating the ongoing obligation.

Councilmember Olson said that if not for that debt, he would have no hesitation supporting the downtown project.

Mayor Pro Tem McDonald stated that if Council was prepared to give its word to proceed, the city should simply proceed now rather than delay.

Councilmember DeBoutez moved to approve the resolution. Mayor Pro Tem McDonald seconded the motion. The motion passed 6–1 at 7:38 p.m. with Councilmember Olson voting "nay".

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

   Councilmember Olson moved to approve the motion. Councilmember Rudy seconded the motion. The motion passed 7–0 with a voice vote at 7:38 p.m.

6. **Adjournment**
   With no further business to come before the Council, the meeting adjourned at 7:39 p.m. Council would soon convene for the regularly scheduled work session.

Approved:

X

_____

Dale Hall
Mayor

Attested:

X

_____

Heidi Leatherwood
City Clerk

City of Greeley, Colorado
City Council Work Session Proceedings
Tuesday, July 14, 2026

1. **Call to Order**
Mayor Hall called the meeting to order at 7:48 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. Roll Call
City Clerk Heidi Leatherwood called the roll.
The following were present:

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

3. Reports from Mayor and Councilmembers
None.

4. **Development Code Updates**
Interim Director of Community Development Don Threewitt and Jen Gardner of Logan Simpson introduced the item at 7:49 p.m.

They presented Phase 2 of the City's ongoing Development Code Update. Mr. Threewitt provided an overview of the project's guiding principles, which included making the code user-friendly and consistent, incorporating best practices for newer uses, balancing flexibility with predictability, and encouraging sustainable development. The stated goal for process improvements was a "90 by 90" standard — that 90 percent of administrative development review decisions reach a point of decision within 90 days.

Council was asked for directional consensus on five key topic areas to guide the drafting phase, which would later be returned to Planning Commission, Council, and the public for further input prior to formal adoption.

Urban Agriculture / Animal Keeping
Ms. Gardner presented options for updating animal keeping regulations, noting that current standards are restrictive regarding backyard chickens on residential lots. Two options were presented:

- one allowing up to six chickens by right with standards varying by lot size and zoning district, and
- requiring a permit.

Councilmember Huddleston asked for clarification on how the number of allowed animals would scale with lot size. Mr. Threewitt stated that the drafting phase would tailor standards to lot sizes.

Councilmember Olson asked about the definition of combined fowl types. Mr. Threewitt stated that during drafting, staff would define which domesticated fowl species are appropriate in a residential setting.

Councilmember DeBoutez stated that health and sanitation parameters, similar to those used by other communities, should be incorporated into the standards. Mr. Threewitt confirmed that enclosure size, general cleanup, and good neighbor standards would be built into the code.

Council reached consensus to move forward with the permit-based option, with staff directed to include health, sanitation, and housekeeping standards in the draft.

Cottage Commercial
Ms. Gardner presented the concept of cottage commercial uses, describing them as filling the gap between home occupations and traditional commercial development. The intent was to support neighborhood-scale businesses while maintaining residential character, and to provide a lower barrier of entry for entrepreneurs.

Two options were presented:

- location-specific standards tied to designated zones, and
- broader compatibility-based standards.

Mayor Hall asked whether property owners near existing commercial areas would be caught in a regulatory conflict if their residential zoning did not allow cottage commercial. Mr. Threewitt stated that legal nonconformity protections exist for transitioning areas and that legislative rezonings are a potential tool. He further stated the intent was to allow cottage commercials within residential zones, with HOA covenants able to preclude it.

Councilmember Huddleston asked about compliance with building code and health department requirements for uses such as home bakeries or hair salons, and whether operators would be required to upgrade their spaces. Mr. Threewitt confirmed that uses would need to meet applicable building and health code standards and noted this was a benefit of codification.

Councilmember Huddleston also asked about the relationship between cottage commercial and ADU regulations. Mr. Threewitt stated that ADU standards are a separate code module and will be addressed in a subsequent phase.

Councilmember DeBoutez stated that nuisance concerns must be addressed in the standards and asked whether street parking would satisfy parking requirements. Ms. Gardner stated that many peer communities allow on-street parking and do not require additional off-street parking, and that this would be addressed in drafting.

Councilmember Olson mentioned that cottage commercial could be limited to owner-operators with no employees, in order to minimize parking and operational impacts on

neighbors. He also stated that a letter of approval from adjacent property owners could be required as part of the permit process, to ensure that neighboring residents have notice and opportunity to weigh in before a business was established.

Council reached consensus to move forward with the location-specific option, incorporating the no-employee limitation and adjacent property owner notification requirements.

Build to Rent Housing
Ms. Gardner presented a proposal to establish clear development standards for build-to-rent housing.

Staff recommended moving away from case-by-case PUD negotiations and instead establishing base code performance standards, which would provide greater predictability for applicants and a more consistent review process for staff and Council. The proposed standards would function as a hybrid between single-family and multifamily standards, similar in structure to mobile home park or cottage court regulations.

Mr. Threewitt stated that the previous PUD process had resulted in significant back-and-forth with each applicant and no uniform standard against which to evaluate projects. Establishing performance standards would make the process more efficient and predictable.

Councilmember DeBoutez asked whether open space and amenity requirements could be increased through these standards. Mr. Threewitt stated that open space, buffers, and amenities would be built into the base standards, noting that without defined standards there was no baseline to enforce.

Councilmember Olson stated that minimum compliance and maintenance requirements must be enforceable

Councilmember Huddleston asked about the interaction of build-to-rent standards with the 21st Century Road to Housing Act. Mr. Threewitt stated that housing legislation impacts are being evaluated by staff and will be addressed in a subsequent housing-focused code module.

Councilmember Huddleston also raised the potential for build-to-rent projects to be converted to condominiums in the future, noting the risk that owners could defer maintenance and convert once costs rise. Mr. Threewitt acknowledged this was a known concern that staff would work to address through code provisions.

Council reached consensus to move forward with establishing base code standards for build-to-rent housing.

Oil and Gas/Mining
Ms. Gardner stated that the focus of this topic was on regulating development around existing wells rather than drilling operations. She noted that many developed areas of Greeley contain plugged and abandoned wells, and that current code imposes a 50-

foot setback from such wells on all structures, including horizontal improvements such as roads, sidewalks, and parking lots.

Staff recommended introducing engineering-based flexibility into the setback standard, requiring field verification of well location, replug certification where needed, and a professional engineer's sealed assessment before any encroachment below 50 feet could be approved. Mr. Threewitt stated that staff could develop a list of approved third-party engineers, hire them directly, and pass costs through to the applicant.

Councilmember Olson stated that engineering verification must be rigorous and noted that certain sensitive uses — schools, daycares, and places frequented by children — should warrant a higher level of scrutiny regardless of engineering findings. Mr. Threewitt stated that the standards could include a discretionary approval component for sensitive uses even where performance standards are otherwise met.

Councilmember Huddleston asked whether a public disclosure mechanism could be created so that prospective residents can make informed choices about proximity to wells. Mr. Threewitt stated that ECMC notification requirements already apply in many situations, and that additional disclosure language could be incorporated into code.

Council reached consensus to move forward with the engineering-based flexibility option, with the direction of including provisions for additional scrutiny near sensitive uses.

Gravel Extraction
Ms. Gardner stated that gravel extraction was an existing use within the City but lacks detailed operating standards.

Staff presented two options:

- adding modern standards for noise, lighting, setbacks, hours of operation, and reclamation;
- building standards to separately regulate accessory uses such as batch plants and crushing operations

Councilmember Huddleston asked how reclamation standards would be defined and applied, particularly for operations that predate annexation into the City. Mr. Threewitt stated that the City would be able to apply higher reclamation standards than state minimums to any new extraction applications within city limits.

Mayor Hall asked about the concept of requiring Council review and environmental reports for certain applications. Mr. Threewitt stated that the state's 1041 regulations framework provides a model for heightened review of regional-impact activities, and that staff would evaluate whether some version of that approach was appropriate for the most complex extraction applications.

Council reached consensus to move forward with a combined approach incorporating both sets of standards.

Solar Energy
Ms. Gardner presented general recommendations for modernizing solar energy standards, including recognizing different scales of facilities and emerging practices. No options were presented; staff sought general directional confirmation.

Council indicated no objections to the recommended direction.

Data Centers
Ms. Gardner noted that Weld County recently adopted an ordinance addressing data centers and that many Colorado communities are beginning to regulate use. Staff recommended being proactive by allowing data centers in appropriate industrial districts while establishing standards for noise, setbacks, and supporting infrastructure.

Key considerations include requiring adequate water supply and an electric will-serve letter. Mr. Threewitt stated that applicants would need to demonstrate guaranteed electric service delivery and show that it would not impact the existing supply for Greeley residents.

Council indicated consensus to move forward with a proactive regulatory approach for data centers.

5. 2027 Budget Development Update
City Manager Brian McBroom addressed the Council prior to departmental presentations at 8:39 p.m.

Mr. McBroom stated that staff had been directed to propose budgets for 2027 that structurally correct the City's ongoing deficit. He stated that the City has already begun reducing spending in 2026.

Councilmember Huddleston offered an apology to Culture, Parks and Recreation Director Diana Frick and Deputy City Manager Kelli Johnson for comments at the prior week's work session, stating that the remarks came across as personal or attacking, and that was not his intent.

Director of Budget and Policy Nathan Mosley provided a progress update. Mr. Mosley stated that this would be the final operational budget update prior to development of the City Manager's recommended budget. He reported that, to date, staff has identified $16.8 million in reductions, of which $11.8 million has been covered in prior work sessions and approximately $5.1 million would be covered in the current session, leaving a remaining gap of approximately $1.3 million to be addressed at the September 11th budget retreat.

Internal Services
Assistant City Manager Kimberly Southern presented the 2027 internal services budget, accompanied by City Clerk Heidi Leatherwood, Director of Innovation and High-Performance Kylie Jackson, Director of Human Resources Martha Lanaghen, and Director of Information Technology Nick Hoyle.

Ms. Southern stated that the internal services portfolio collectively identified $3,350,000 in savings, exceeding the target. The approach across all departments was to reduce director and manager-level overhead before cutting frontline services.

City Clerk's Office: The reduction target of 17 percent was fully met.
Actions included:

- eliminating one already-vacant administrative position,
- reducing discretionary spending across the clerk and council budgets,
- reducing the boards and commissions reception from an annual event to once every three years,
- transitioning Spanish agenda translation to an existing platform at no additional cost, and
- increasing certain liquor license fees to align with peer cities.

Service level impacts include likely increased customer wait times and the potential need for additional appointments for licensing.

Ms. Southern noted that Weld County increased election fees from $1.25 to $2.50 per voter in 2025, roughly doubling the City's coordinated election costs from approximately $87,000 to $175,000. She asked for Council input at the retreat on a preferred budgeting approach for election costs:

- fully fund annually,
- fund only in general election years, or
- appropriate as needed

Innovation and High Performance: The 25 percent reduction target was exceeded, with $691,000 identified for 2027.
Reductions included:

- eliminating two ongoing roles and one termed role.
- expense reductions for a citywide customer relationship management (CRM) platform
- correction of a duplicate website funding line item.

Director Jackson stated that 311 service improvements, including the online portal and new ticket types, would continue, though certain future enhancements such as a chatbot would be deferred.

Human Resources: The 17 percent reduction target was met, with savings exceeding the target by approximately $3,000.

The approach included:

- eliminating three employee positions and four HR leadership roles
- reductions to recognition and coaching platforms.

Ms. Southern stated that deliberate choices were made to protect employee benefits, wellness, learning, compliance, and risk management functions.

Information Technology: The 17 percent target of $1,580,000 was fully met.
The approach included:

- combination of maintenance agreement cleanup and
- three staffing reductions: the Public Safety Technology Services Manager, the IT Procurement and Contract Specialist, and the Chief Information Officer.

Ms. Southern stated that minimal impact on current service levels was anticipated, and responsibilities will be redistributed across the remaining team.

Councilmember Huddleston asked about the future development of 311 features. Director Jackson stated that core functionality would continue, and improvements would be ongoing, though some advanced features would be deferred.

Councilmember DeBoutez asked about the public safety technology services position and whether police, fire, and emergency management have sufficient internal technology support. Director Hoyle stated that IT staff are already embedded with the police department and that the current staffing level was appropriate.

Mayor Hall thanked staff for the information.

Water and Sewer
Deputy City Manager Bret Naber presented the budget alongside Water and Sewer Director Sean Chambers.

Mr. Naber stated that water and sewer are enterprise funds largely self-supported by rates and fees, and it was important to discuss rate assumptions. The water fund reflects $175,000 in increases and a targeted rate increase of 4.5 percent. The sewer fund reflects $32,000 in increases and a targeted 3 percent rate increase.

Mr. Chambers stated that key drivers of reduced water revenue included:
- indoor passive conservation from replacing older fixtures with more efficient ones,
- reduced industrial demand
- advanced metering infrastructure

He noted that the enterprise's rate elasticity means each rate increase tends to reduce consumption further, requiring careful calibration.

Councilmember Olson asked how the City addresses the need to sell more water to sustain infrastructure. Mr. Chambers stated that driving industrial water demand was more impactful, noting that Greeley has available land, a pro-growth orientation, and low-cost water that positions it well for industrial development.

Councilmember Huddleston asked about the City's proactive approach to regulatory compliance, including the Safe Drinking Water Act and nutrient control regulations. Mr. Chambers stated that incremental project delivery over time, limits rate impacts, and that early compliance with state nutrient control produces savings.

Mr. Chambers noted that the Water and Sewer Board was scheduled to make its budget recommendation to the City Manager the following day, and that the Storm Water Board will take up budget on August 5th.

Storm Water
Mr. Naber presented the storm water budget, noting that the program was heavily capital-project-focused. The downtown infrastructure revitalization project was currently underway to address longstanding flooding issues.

Mr. Naber stated that the program faces increasing construction costs, inflation, and a need to balance the pace of project delivery with rate affordability and minimizing disruption to downtown. The targeted rate increase was the minimum necessary to fund priority projects. He stated that Greeley's stormwater rates currently fall below Boulder, Canon City, Loveland, and Fort Collins.

Councilmember DeBoutez asked for a comparative rate slide showing stormwater, water, and sewer rates together, as context for industrial competitiveness. Mr. Naber stated that information would be provided.

Public Works
Mr. Naber presented the public works budget alongside Public Works Director Seth Sorensen. The total reduction target was $2,100,000, with $1,900,000 identified to date.
Mr. Naber stated that further work was underway to close the remaining gap.
The approach included:

- Position reductions include two engineering positions, three positions from the Clean, Safe, and Beautiful program, and two mobility positions through reorganization
- approximately $70,000 in savings from voluntary separations.
- expense reductions in electricity and gas,
- a $100,000 reduction in the spring cleanup program
- reductions in software,
- travel and training, and
- snow removal chemicals.

Mr. Naber noted that the department was now charging staff time to capital projects and other internal projects rather than absorbing those costs in the general fund. And staff were evaluating fee increases to move toward cost recovery.

Mr. Naber noted a new arrangement to bill the water and sewer fund $400,000 for asphalt patching work performed by public works following water main repairs and infrastructure work, improving full cost recovery across departments.

Mr. Sorensen stated that the Clean, Safe, and Beautiful reduction will result in less frequent maintenance of medians and public areas outside of downtown, though the same total number of areas will continue to be maintained.

Councilmember Olson stated that the division of maintenance responsibilities between public works and CPRD should be reevaluated and that a realignment of duties and costs would allow public works staff to focus on CIP delivery, development review, and customer response.
Mr. Naber stated that ongoing conversations with CPRD about operational coordination are already underway.

Mayor Hall thanked staff for the information.

6. **Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the Civic Campus Project**

A motion to go into executive session pursuant to C.R.S. § 24-6-402(4)(b) and § 24-6-402(4)(e), and Greeley Municipal Code § 2-1518(2) and § 2-1518(5), to receive legal advice related to and to determine positions, develop strategy, and instruct negotiators about the Civic Campus Project.

Mayor Pro Tem McDonald moved to approve the motion. Councilmember Roth seconded the motion. The motion passed 7-0 at 9:44 p.m.

7. Scheduling of Meetings, Other Events
None.

8. Adjournment
With no further business, Council will go into executive session at 9:45 p.m. and upon concluding the executive session the meeting will adjourn.

6. Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the Civic Campus Project

Mayor Dale Hall started the Executive Session at 9:54 p.m. in the Colorado Room. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers were present along with Deputy City Attorney Moses Garcia, City Manager Brian McBroom, Assistant City Attorney Ned Chapin, Deputy City Manager Kelli Johnson, Deputy City Manager Alena Portis, Senior Strategic Advisor John Hall, Division Treasurer Robert Miller, Deputy Director of Budget and Policy Kalen Myers.

The executive session was for the purpose of determining positions, developing strategy, and instructing negotiators as provided for under C.R.S. Section 24-6-402(4)(e)(l) and Greeley Municipal Code Section 2-151(a)(5) and to receive legal advice related to these matters as provided under C.R.S. Section 24-6-402 (4)(b) and Greeley Municipal Code Section 2-151(a)(2).

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

The Executive Session concluded at 10:40 p.m.

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

Approved:

X

_____

Dale Hall
Mayor

Attested:

X

_____

Heidi Leatherwood
City Clerk

Council Agenda Summary

August 4, 2026
Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Resolution authorizing the City to enter into a work order for professional services between the City of Greeley and Na Ali'i (Nakupuna Companies) for additional design services related to the Cameron Peak Fire Mitigation

Summary:

Ordinance No 34, 2025 requires City Council approval for Professional Services contracts and task orders on existing master services agreements worth more than $200.000.00. The City of Greeley and the United States Forest Service (USFS) continue to collaborate on recovery efforts following the 2020 Cameron Peak Fire. The purpose of this work order is to prepare Issued for Construction designs for two culvert upgrades at critical road-stream crossings within Greeley's primary source watershed.

Upgrading these two culverts will ensure safe and reliable vehicle access to the City-owned High Mountain Reservoirs, Comanche and Hourglass, and their associated high-hazard dams. Routine reservoir operations periodically flood these roadway crossings, and post-fire runoff conditions create an ongoing risk of damage or roadway failure.

Na Ali'i and the City of Greeley have developed a productive and successful working relationship, delivering five post-fire mitigation construction projects totaling $5,143,365 to date, including similar culvert upgrades, on time and within budget. Continuing to use this contractor allows the City to benefit from established relationships, proven workflows, and project efficiencies developed over the past four years.

This resolution authorizes the City to execute a work order under existing Contract No. F22-03-017 in the amount of $291,014.00 for design services, increasing the total contract value to $5,622,014.00. This work order will be reimbursed at 100% through the City's Participating Agreement with the USFS.

Of the $5,143,365 spent to date under the existing contract since 2022, only $170,000 has been paid with City funds. The remainder has been reimbursed through grant funding. This project is essential to maintaining critical water infrastructure and helping ensure that residents continue to receive a reliable, high-quality water supply.

Staff recommends approval of this work order.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
No Impact: This Work Order is fully reimbursable through the City's Participating Agreement with USFS.

Is it budgeted? No
Does it require a new appropriation? No
Are there any long-term financial impacts? No
Is it budgeted? No
If not, will it require a new appropriation? No
Are there any long-term financial impacts? No
Is there grant funding for this item? Yes.
No long term fiscal implications.

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. 110, 2026 with Exhibit A

CITY OF GREELEY, COLORADO
RESOLUTION NO. 110, 2026

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A WORK ORDER FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GREELEY AND NA ALI'I (NAKUPUNA COMPANIES) FOR ADDITIONAL DESIGN SERVICES RELATED TO CAMERON PEAK FIRE MITIGATION

WHEREAS, the City desires to prepare Issued for Construction designs for two culvert upgrades on Beaver Creek to facilitate continued access by Greeley High Mountain Reservoir (HMR) staff to critical storage reservoir infrastructure at Comanche and Hourglass Reservoirs and ensure the safety of these high-hazard dams (the "Project"); and

WHEREAS, the Project will also allow for greater conveyance of peak runoff, stabilize the road crossing, deter dam building at the road by beavers, and allow for safe passage for fish and other aquatic organisms; and

WHEREAS, the City seeks design services to support the Project ("Services"); and

WHEREAS, the most qualified consultant was determined to be Na Ali'i, who submitted a proposal for the Services in the amount of $291,014.00; and

WHEREAS, the City has an existing Master Services Contract with Na Ali'i for work associated with the City's mitigation efforts in response to the Cameron Peak Fire; and

WHEREAS, the Services are among those that were contemplated by the Master Services Contract and may be contracted through execution of a Work Order to the existing contact with Na Ali'i; and

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

WHEREAS, execution of a Work Order in the amount of $291,014.00 will increase the existing contract with Na Ali'i to $5,622,014.00; 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 work 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 Work Order for the Services with Na Ali'i.

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 Work Order with Na

Ali'i in the amount of $291,014.00, 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 Work Order before execution, provided the material substance remains unchanged.

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

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

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

By _____ By _____
City Clerk Mayor

EXHIBIT A
RESOLUTION NO. 110, 2026
CITY OF GREELEY

EXHIBIT A - WORK ORDER FORM

PURSUANT TO A MASTER SERVICE CONTRACT BETWEEN THE CITY OF GREELEY
and NA ALI'I

Work Order Number:	#9
Project Title:	Cameron Peak Fire Mitigation – AOP Design F22-03-017 – Work Order #9
Bid/RFP Number & Name:	F22-03-017
Master Contract Effective Date:	June 1, 2022
Owner's Representative:	Will Ettema
Work Order Commencement Date:	See Notice to Proceed
Work Order Completion Date:	December 31, 2027
Maximum Fee (time and reimbursable direct costs):	$291,014.00

Description/Scope of Work:

Na Ali'i 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.

The City of Greeley and the USFS (Arapaho and Roosevelt National Forests) are continuing their collaborative agreement to combine efforts and funding to mitigate impacts from the Cameron Peak Fire. The purpose of this work order is to design new culverts to replace existing culverts that are at risk of failure at two locations on Beaver Creek. Failure of these culverts would prevent access by Greeley High Mountain Reservoir (HMR) staff to critical storage reservoir infrastructure at Comanche and Hourglass Reservoirs and ensure the safety of these high-hazard dams. Replacement of these culverts will also allow for continued access for USFS staff, private landowners, and the public to these lands. The new culvert designs are Aquatic Organism Passage (AOP) culverts, which will allow for greater conveyance of peak runoff, stabilize the road crossing, deter dam building at the road by beavers, and allow for safe passage for fish and other aquatic organisms. This work is reimbursable from the City of Greeley's Participating Agreement with the USFS.

THE CITY OF GREELEY
Approved as to Substance

Signed: _____

Name: _____

Title: _____

Date: _____

SERVICE PROVIDER:

Signed: Cariann Ah Loo 2026.07.06 15:38:37 -10'00'

Name: Cariann Ah Loo

Title: Partner

Date: 07/06/2026

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: _____

City of Greeley Cameron Peak Fire Mitigation Constrution W09

Na Aliʻi Cost Estimation for Sky Ranch and Bead 3 AOP Design

Date:
06.29.2026

Matt Sparacino, P.H.
Water Resource Planning and
Watershed Program Manager
City of Greeley

Submitted by:

Na Aliʻi Consulting & Sales, LLC

City of Greeley Cameron Peak Fire Mitigation Construction WO9

Na Ali'i Cost Estimation For Sky Ranch and Bead 3 AOP Design

3375 Koapaka Street, Suite B200
Honolulu, HI 96819

12295 W 48th Avenue
Wheat Ridge, CO 80033

Enclosures Being Submitted:	Cost Estimation
Offeror's Identifying Information:	CAGE Code: 31CB3 UEI: JQ73WJ2A85P8 TIN: 20-1741740
Person Authorized to Negotiate & Sign on Behalf of Offeror:	Larry Scherer Managing Director 703.310.6783 lscherer@nakupuna.com

Na Ali'i Consulting & Sales, LLC agrees to all the terms, conditions, and provisions included in the solicitation and agrees to furnish any or all items upon which prices are offered at the price set opposite each item.

This proposal is **valid through 180 calendar days** after the date of submission.

Submitted by:
Daniel Logue, PM

Disclosure Statement

This response includes data that will not be disclosed outside the Government and will not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result—or in connection with—the submission of this data, the Government will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets marked *Use or disclosure of data contained on this sheet is subject to the restrictions of the title page of this response*. The information contained in this document is submitted in confidence, is privileged and is exempt from disclosure under the Freedom of Information Act (5 U.S.C. Section 552) by reason of exemptions in Sections (b) (3)—by reference to 18 U.S.C. Section 1905—and (b) (4) of said Act.

Table of Contents

1. INTRODUCTION 1
2. SKY RANCH COST ESTIMATE 2
3. BEAD 3 COST ESTIMATE 3

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

1. INTRODUCTION

This cost estimation includes Na Ali'i Consulting & Sales, LLC (Na Ali'i) and Trihydro Corporation's (Trihydro) cost for design of Aquatic Organism Passages (AOP) for the City of Greeley at the Sky Ranch and Bead 3 locations.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

2. Sky Ranch Cost Estimate

Phase Title	Phase Description	Subtotal
Phase 1 – Project Management	Project Management and administration, Project Kickoff Meeting, Biweekly Progress Meetings	$ 13,897.00
Phase 2 – Site Assessment and Data Collection	Site Survey and Field Data Collection, Data Processing, Health and Safety	$ 23,182.00
Phase 3 – 30% Design	30% Design Plans, Design Report – 30%, 30% Design Review Meeting & Follow Up	$ 21,701.00
Phase 4 – 60% Design	60% Design Plans, Design Report – 60%, 60% Design Review Meeting & Follow Up	$ 26,505.00
Phase 5 – Permitting	Floodplain Development Permit Submittal, 404 Permit PCN Submittal, Permitting Review Meetings and Comment Response	$ 21,965.00
Phase 6 – 90% Design	90% Design Plans, Design Report – 90%, 90% Design Review Meeting & Follow Up	$ 12,708.00
Phase 7 – Final Design	Issue for Construction Document Package (100% Design), Final Design Report, 100% Design Review Meeting & Follow Up	$ 11,598.00
	Total	**$ 131,556.00**

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

3. Bead 3 Cost Estimate

Phase Title	Phase Description	Subtotal
Phase 1 – Project Management	Project Management and administration, Project Kickoff Meeting, Biweekly Progress Meetings	$ 15,932.00
Phase 2 – Site Assessment and Data Collection	Site Survey and Field Data Collection, Data Processing, Health and Safety	$ 29,815.00
Phase 3 – 30% Design	30% Design Plans, Design Report – 30%, 30% Design Review Meeting & Follow Up	$ 28,397.00
Phase 4 – 60% Design	60% Design Plans, Design Report – 60%, 60% Design Review Meeting & Follow Up	$ 31,994.00
Phase 5 – Permitting	Floodplain Development Permit Submittal, 404 Permit PCN Submittal, Permitting Review Meetings and Comment Response	$ 26,462.00
Phase 6 – 90% Design	90% Design Plans, Design Report – 90%, 90% Design Review Meeting & Follow Up	$ 13,984.00
Phase 7 – Final Design	Issue for Construction Document Package (100% Design), Final Design Report, 100% Design Review Meeting & Follow Up	$ 12,874.00
	Total	**$ 159,458.00**

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Council Agenda Summary

August 4, 2026
Key Staff Contact: Stacey Aurzada, City Attorney

Title:

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

Summary:

This matter concerns a lawsuit rising out of an officer-involved shooting, that resulted in the death of an individual. The City retained outside counsel to represent Officer Serafino. Outside counsel has negotiated recommended settlement, the amount of which has been accepted by City Council. This resolution will direct the City to enter into the settlement agreement on the terms recommended by outside counsel.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley? Yes
If yes, what is the initial, or, onetime impact? $200,000.00
What is the annual impact? N/A
What fund of the City will provide Funding? Claims Reserve Fund
What is the source of revenue within the fund? Appropriated funds & interest as required by GMC §6-383
Is there grant funding for this item? No

Legal Issues:

None

Other issues and Considerations:

A settlement agreement with the claimant would resolve all associated claims against the City of Greeley, its officers, and employees as provided in Greeley Municipal Code §6-384(e).

Strategic Focus Area:

None

Decision Options:

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 111, 2026 with Exhibit A

THE CITY OF GREELEY, COLORADO

RESOLUTION No. 111 , 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO AUTHORIZING CITY STAFF TO ENTER INTO A SETTLEMENT AGREEMENT WITH DINASTY KRAMP

WHEREAS, Dinasty Kramp filed a lawsuit against former GPD Officer Donovan Serafino on behalf of the Estate of Sebastian Osborn, herself and three of their children for violation of Osborn's constitutional rights; and

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

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

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

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

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

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

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

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

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

By: _____ By: _____

City Clerk **Mayor**

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into on this 16 day of July, 2026, by and between Dinasty Kramp (""Ms. Kramp") and the City of Greeley ("the City"). Ms. Kramp and the City are sometimes referred to collectively as the "parties."

RECITALS

Ms. Kramp asserted multiple claims against former Greeley Police Officer Donovan Serafino on behalf of the Estate of Sebastian Osborn, herself, and three of her children with Mr. Osborn in an action filed in the United States District Court for the District of Colorado, Civil Action No. 24-cv-03019-REB-KAS ("the litigation").

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

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

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

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

OBLIGATIONS, PROMISES AND COVENANTS OF DINASTY KRAMP

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

2. RELEASE Ms. Kramp on behalf of herself, her minor children, the Estate of Sebastian Osborn and all of her successors, agents, representatives and heirs, hereby releases Mr. Serafino and the City and every present or former elected official, official, employee, agent,

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

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

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

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

6. NO LIENS AND HOLD HARMLESS AGREEMENT Ms. Kramp declares in the event that any entity, person, or party released herein is subjected to any other or further claims of

any type by any person or entity, under any actual or purported lien, Ms. Kramp will hold all parties released herein harmless from any and all such claim(s).

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

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

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

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

Ms. Kramp represents and warrants she is not Medicare eligible and Medicare has not made any conditional payments for medical services or products received by her (pursuant to 42 U.S.C.

§ 1395y(b) and the corresponding regulations) and related to the accident(s), injury(ies), or illness(es) that give rise to this Agreement. Further, Ms. Kramp represents and warrants if any conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this Agreement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, she shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at 42 C.F.R. § 411.24(g) and (h). The parties agree that all representations and warranties made in this paragraph shall survive settlement.

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

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

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

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

OBLIGATIONS, PROMISES AND COVENANTS OF THE CITY OF GREELEY

10. SETTLEMENT PAYMENT Upon approval by the City Council of the City of Greeley of this Agreement, the City shall, as a complete settlement of all claims and for the release set forth in this Agreement, pay to Ms. Kramp and her counsel Two-Hundred Thousand Dollars and No/One-Hundredths ($200,000.00) in full settlement of all claims Ms. Kramp asserted or

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

(a) A settlement check in the amount of $200,000.00 payable to the Trust Account of The Viorst Law Offices, P.C. to be placed for delivery by overnight delivery to The Viorst Law Offices, P.C., 7375 East Orchard Road, Suite 300, Greenwood Village, Colorado 80111 no later than 21 days after the City Council of the City of Greeley approves this Agreement.

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

sAGREED AND ACCEPTED this 16 day of July, 2026.

READ CAREFULLY BEFORE SIGNING:

Dinasty Kramp

CITY OF GREELEY, COLORADO
APPROVED AS TO SUBSTANCE:

By: _____
Brian McBroom
City Manager

APPROVED AS TO FUNDS AVAILABILITY:

By: _____
Kirk Jones
Deputy Director of Finance

APPROVED AS TO LEGAL FORM:

By: _____
Stacey Aurzada
City Attorney

By: _____
Anthony Viorst, Esq.

By: _____
Andrew D. Ringel, Esq.

Council Agenda Summary

August 4, 2026
Key Staff Contact: Donald Threewitt, Interim Director of Community Development

Title:

Resolution approving an Intergovernmental Agreement for the provision of administrative services by the City of Greeley to the Greeley Urban Renewal Authority

Summary:

In recognition of the direct administrative and operational support provided by City of Greeley staff to the Greeley Urban Renewal Authority (GURA), the GURA Board of Commissioners approved annual administrative fees payable to the City for the expressed purpose of funding direct staff and overhead expenses. The fees are based on a percentage of annual tax increment financing (TIF) revenue collected by GURA.

Under the proposed Intergovernmental Agreement, GURA will pay the City an administrative fee equal to 1.0% of all revenue collected within the four existing TIF districts, plus 0.5% of all revenue deposited into the GURA operating account. The agreement establishes this fee structure for a three-year period, subject to annual ratification.

Approval of the resolution will authorize the City to enter into the agreement and formalize compensation to the City for staff support of GURA operations.

Fiscal Impact:

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

Positive Impact: This IGA will result in revenue to the City equaling 1.0% of all revenue collected within the four existing TIF districts, plus 0.5% of all revenue deposited into the GURA operating account.

Legal Issues:

None.

Other issues and Considerations:

None.

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Adopt the resolution as presented; or

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 112, 2026 with Exhibit A
2. Greeley Urban Renewal Authority (GURA) Resolution

CITY OF GREELEY, COLORADO
RESOLUTION NO. 112, 2026

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ADMINISTRATIVE SERVICES BY THE CITY OF GREELEY TO THE GREELEY URBAN RENEWAL AUTHORITY

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

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

WHEREAS, the City and Authority may agree upon, establish, and administer administrative fees on the municipal level to support the Authority's operations; and

WHEREAS, City staff provides substantial support to the Authority's operations including, but not limited to, facilitation of monthly Authority board meetings; development, management, and administration of grant programs, projects, and other activities; preparation of contracts and other instruments; preparation of Authority Staff and Financial Reports; maintaining the Authority's website; and creating marketing and outreach materials; and

WHEREAS**,** on May 13, 2026, the Authority approved Resolution No. 2026-03 which authorized annual administrative fees in consideration of City staff support of Authority operations; and

WHEREAS, the annual administrative fees will total 0.50% of all revenue deposited into the Authority's operating account, as well as 1.0% of all tax increment financing ("TIF") revenue deposited by the City into each respective TIF District account; and

WHEREAS, annual administrative fees will continue for a period of three years, subject to annual ratification; and

WHEREAS, administrative fees for City staff support will be initiated through that certain Intergovernmental Agreement for the Provision of Administrative Services by the City of Greeley to the Greeley Urban Renewal Authority (the "Intergovernmental Agreement") attached hereto as **Exhibit A** and incorporated herein by reference.

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

Section 1. The City Council hereby authorizes the City to enter into the Intergovernmental Agreement, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 2. The City Council hereby delegates authority to City staff and legal counsel to make changes and modifications to the Intergovernmental Agreement provided the material substance remains unchanged.

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

INTRODUCED, PASSED AND ADOPTED THIS ____ DAY OF_____, 2026.

ATTEST **THE CITY OF GREELEY, COLORADO**

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

EXHIBIT A
RESOLUTION 112, 2026
CITY OF GREELEY, COLORADO

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ADMINISTRATIVE SERVICES BY THE CITY OF GREELEY TO THE GREELEY URBAN RENEWAL AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date") by and between the Greeley Urban Renewal Authority (the "Authority" or "GURA"), a body corporate and politic duly organized and existing as an urban renewal authority under the laws of the State of Colorado, and the City of Greeley (the "City"), a Colorado home rule municipal corporation. The Authority and the City are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

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

WHEREAS, the City and Authority may agree upon, establish, and administer administrative fees on the municipal level to support the Authority's operations; and

WHEREAS, City staff provide substantial support to the Authority's operations including, but not limited to, facilitation of monthly Board meetings; development, management, and administration of grant programs, projects, and other activities; preparation of contracts and other instruments; preparation of Staff Reports and Financial Reports; maintaining GURA's website; and creating marketing and outreach materials; and

WHEREAS, on May 13, 2026, the Authority approved Resolution No. 2026-03 which authorized annual administrative fees in consideration of City staff support of GURA operations; and

WHEREAS, the annual administrative fees will total 0.50% of all revenue deposited into the Authority's operating account, as well as 1.0% of all tax increment financing (TIF) revenue deposited by the City into each respective TIF District account; and

WHEREAS, annual administrative fees will continue for a period of three years, subject to annual ratification; and

WHEREAS, the City will provide GURA with an annual accounting of costs related to City staff support, for review and analysis of the cost recovery model.

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

Section 1. City Obligations.

A. Service Levels. The City shall continue to provide the Authority with services that include, but are not limited to, facilitation of monthly Board meetings; development, management, and administration of grant programs, projects, and other activities; preparation of contracts and other instruments; preparation of Staff Reports and Financial Reports; maintaining GURA's website; and creating marketing and outreach materials, through City staff in all applicable departments, including without limitation Economic Development and Urban Revitalization, Community Development, Finance, and Budget.

B. Accounting. The City shall provide to the Authority an annual accounting of costs related to City staff support of GURA operations. The City shall present such accounting at the Authority's first regular annual Board meeting each year the Agreement is in effect beginning with the currently scheduled meeting on January 13, 2027, or, if that meeting does not occur, at the Authority's next regular Board meeting thereafter.

C. Cooperation with Authority Requests. The City shall reasonably cooperate with any audit requested by the Authority concerning TIF revenue, administrative fees, or accounting of costs related to City staff support.

Section 2. Authority Obligations.

A. Annual Administrative Fees. The Authority shall pay to the City, annually and in arrears, an administrative fee for City staff support provided for GURA operations. The administrative fee shall equal (i) 0.50% of all revenue deposited into the Authority's operating account, and (ii) 1.00% of all revenue deposited into the current TIF District accounts comprised of the Western Sugar, East 8th Street, Greeley Mall, and 10th Street TIF District accounts. Such fee shall be due and payable upon confirmation of 2026 TIF revenue collected, as evidenced by the Weld County Distribution Statement and Report, or no later than June 30, 2027, whichever occurs first.

Section 3. Term. This Agreement shall commence on the Effective Date for an initial term of three (3) years and shall automatically renew annually thereafter, subject to annual appropriation, unless either Party provides 60 days advance written notice of non-renewal.

Section 4. Assignment. Neither this Agreement, nor any of a Party's rights, obligations, duties or authority hereunder, may be assigned in whole or in part.

Section 5. Relationship of Parties. This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.

Section 6. Liability of Parties. No Party shall have any obligation whatsoever to repay any debt, financial obligation, or liability of the other Party, except where specified herein.

Section 7. Insurance. Each Party agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by it pursuant to this Agreement. Such policies shall include, at a minimum, comprehensive general liability, personal injury, and property damage with minimum combined single limits of not less than the amounts required by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*. (the "Immunity Act"). The Parties further understand and agree that each Party, and their officers and their employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Immunity Act.

Section 8. Modification. This Agreement may only be modified, amended, or changed or in whole or in part, by an agreement in writing duly authorized and executed by the Parties. Any request by the City for additional funds from the Authority must be made in writing and authorized by the execution by the Parties of an amendment hereto.

Section 9. Waiver. The waiver of a breach of any provision of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

Section 10. Integration. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

Section 11. Severability. Invalidation of any of the provisions of this Agreement, or of any Section, paragraph, sentence, clause, phrase or work herein, or the application thereof, in any given circumstance, shall not affect the validity of any other provision of this Agreement.

Section 12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado with venue exclusively in Weld County.

Section 13. No Multiple-Year Financial Obligation. Nothing herein shall be deemed or construed to create a debt or multiple fiscal year obligation within the meaning of Article X, Section 20 of the Colorado Constitution. Provided, however, the Parties agree that they have appropriated sufficient funds to meet their respective obligations under this Agreement.

Section 14. Headings for Convenience Only. The headings, captions and titles contained herein are for convenience and reference only and are not intended to enlarge or restrict the content thereof.

Section 15. No Third-Party Beneficiaries. The benefits and burdens of this Agreement shall inure solely to the Parties. There are no third-party beneficiaries of this Agreement.

Section 16. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth herein. All notices so given shall be

considered effective 72 hours after deposit in the United States first-class mail with the proper address as set forth herein. Either Party by notice so given may change the address to which future notices shall be sent.

Notice to the Authority:

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

With a copy to:

Stacey Aurzada
City Attorney
1100 10th Street, Suite 401
Greeley, Colorado 80631

Notice to the City:

Attn: City Manager
1000 10th Street
Greeley, Colorado 80631

With a copy to :

Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202

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

CITY OF GREELEY
APPROVED AS TO SUBSTANCE:

By: _____
Brian McBroom
City Manager

APPROVED AS TO LEGAL FORM:

By: _____
Stacey Aurzada
City Attorney

GREELEY URBAN RENEWAL AUTHORITY

ATTEST:

By: _____ _____

Heather Utrata, Board Chair Don Threewitt, Executive Director

Docusign Envelope ID: 205914AC-5DD3-876F-806A-3280AE9D27A2

A RESOLUTION OF THE GREELEY URBAN RENEWAL AUTHORITY (GURA)
(ADMINISTRATIVE FEES FOR STAFF SUPPORT)

RESOLUTION NO. 2026-03

WHEREAS, the resolution set out below has been considered by the Board of Commissioners (the "Board") of the Greeley Urban Renewal Authority ("GURA") and adopted in light of the following facts and other considerations; and

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

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

WHEREAS, City staff members provide substantial support to GURA's operations including, but not limited to, facilitation of monthly Board meetings; development, management, and administration of grant programs, projects, and other activities; preparation of contracts and other instruments; preparation of Staff Reports and Financial Reports; maintaining GURA's website; and creating marketing and outreach materials; and

WHEREAS, in consideration of City staff support, the Authority authorizes payment to the City for services provided, to be paid each calendar year in arrears, in the form of administrative fees; and

WHEREAS, the annual administrative fees will total 0.5% of all revenue deposited into the Authority's operating account, as well as 1.0% of all tax increment financing (TIF) revenue deposited by the City into the respective accounts of the Western Sugar, East 8th Street, Greeley Mall Area, West 10th Street TIF Districts, and any future Districts; and

WHEREAS, annual administrative fees will continue for a period of three years, subject to annual ratification; and

WHEREAS, the Executive Director will provide to GURA an annual accounting of costs related to City staff support, for review and analysis of the cost recovery model; and

WHEREAS, administrative fees for City staff support will be initiated through an Intergovernmental Agreement (IGA) between the City and the Authority.

Docusign Envelope ID: 205914AC-5DD3-876F-806A-3280AE9D27A2

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF GURA, AS FOLLOWS:

The Executive Director is hereby authorized by GURA to enter into an Intergovernmental Agreement with the City, establishing administrative fees in consideration of City staff support of GURA operations. These administrative fees shall equal 0.5% of the annual revenue deposited into GURA's operating account and 1.0% of the annual tax increment financing (TIF) revenue deposited by the City into the respective accounts of the Western Sugar, East 8th Street, Greeley Mall Area, and West 10th Street TIF Districts. Fees shall be paid each calendar year, in arrears, beginning January 1, 2027, and shall continue unless or until this resolution is modified or repealed by GURA.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS 13th DAY OF MAY, 2026.

GREELEY URBAN RENEWAL AUTHORITY

Signed by:
Heather Utrata
A1ABCF2653CD407...

Heather Utrata, Board Chair
1000 10th Street
Greeley, Colorado 80631

ATTEST:

DocuSigned by:
Don Threewitt
2A71D92FBF874DE...

Don Threewitt, Board Executive Director

Council Agenda Summary

August 4, 2026
Key Staff Contact: Stacey Aurzada, City Attorney

Title:

Resolution authorizing the City Attorney to initiate appropriate legal action in relation to the property located at 2495 28th Street

Summary:

The City of Greeley Charter authorizes the City Attorney to institute any suit, action or proceeding on behalf of the municipal government, or agency thereof, when directed by City Council. Galaxy Hotels Group, operating as D Greeley, LLC at 2495 28th Street, was issued a building permit to build a Residence Inn at this site. The construction of the building stopped in 2024.

City Staff has attempted to work with Galaxy Hotels Group in the last two years and had several meetings with promises from Galaxy to start work on the hotel and this has not happened. The City began issuing building and stormwater violations and the property owner has amassed almost $500,000 in fines. The City Attorney is requesting Council authorize the initiation of the appropriate legal action including, but not limited to, court action against D Greeley, LLC, as well as any subcontractor, subsidiary or affiliate that may be liable to the City, for appropriate remedies.

Fiscal Impact:

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

Unknown

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality
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. 113, 2026

CITY OF GREELEY, COLORADO
RESOLUTION NO. 113, 2026

A RESOLUTION OF THE GREELEY CITY COUNCIL AUTHORIZING THE CITY ATTORNEY TO INITIATE APPROPRIATE LEGAL ACTION IN RELATION TO THE PROPERTY LOCATED AT 2495 28th STREET

WHEREAS, Section 6-3 of the City of Greeley Charter authorizes the City Attorney to institute any suit, action or proceeding on behalf of the municipal government, or agency thereof, when directed by City Council; and

WHEREAS, the City issued a Building Permit to D Greeley, LLC at 2495 28th Street as the Galaxy Hotels Group intended to build a Residence Inn at this site; and

WHEREAS, construction on the building stopped in 2024 even though the building was not completed; and

WHEREAS, the building permit was extended to November 24, 2024, and then to April 25, 2025, by request of the builder; and

WHEREAS, active construction did not occur by May 1, 2025, as required by the City; and

WHEREAS, on May 14, 2025, the City issued a Notice of Violation to the property owner for Permit Expiration and violation of the City's Vacant and Abandoned Buildings code; and

WHEREAS, the Galaxy Hotels Group did pay to renew the permit in June 2025, but the Permit again expired in December 2025 and has not been re-issued; and

WHEREAS, City Staff attempted to work with Galaxy Hotels Group in the last two years and had several meetings with promises from Galaxy to start work on the hotel and this has not happened; and

WHEREAS, the City began issuing building and stormwater violations and the property owner has amassed almost $500,000 in fines; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley for Council to direct the City Attorney to initiate appropriate legal action including, but not limited to, court action against D Greeley, LLC, as well as any subcontractor, subsidiary or affiliate that may be liable to the City, for appropriate remedies.

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

Section 1. That the City Attorney is hereby authorized to initiate appropriate legal action relating to the property located at 2495 28th Street, including D Greeley LLC, as well as any subcontractor, subsidiary, or affiliate that may be liable to the City, for appropriate remedies.

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

Council Agenda Summary

August 4, 2026
Key Staff Contact: Kelli Johnson, Deputy City Manager of Community Vitality

Title:

Resolution approving a Development Services Agreement between the City of Greeley and Richmark Vertikal, LLC related to the Civic Campus project

Summary:

The purpose of this agenda item is to present for City Council consideration a proposed Development Services Agreement (DSA) between the City of Greeley and Richmark Vertikal, LLC (RV LLC). The DSA is the principal implementation agreement for the Downtown Civic Center Campus and replaces the Pre-Development Agreement approved in August 2025. It transitions the project from planning, due diligence, land assembly, programming, and design development into final design, financing coordination, procurement, construction administration, and completion.

The Agreement engages RV LLC as the City's Development Manager for the public portions of the project and creates the administrative framework for delivery of a new city hall, civic plaza, an approximately 815-space parking structure, horizontal infrastructure and entitlements supporting the new Greeley-Evans School District 6 facility. It also coordinates the timing and economic development terms for complementary private investment, including at least 160 market-rate apartments and a minimum of 80-room, or larger, boutique hotel.

The DSA is broader than a conventional professional services contract. It establishes project governance, standards of performance, budget controls, change-order procedures, invoice review and dispute resolution, ownership of project documents, compensation, future design-build contracting parameters, insurance, default and termination remedies, and performance-based public incentives. The Agreement is intended to provide a single accountable development-management structure for a complicated public-private redevelopment while reserving significant fiscal and policy decisions to the City and City Council.

Approval of the DSA does not by itself result in the issuance of Certificates of Participation, appropriate funds, approve the final design-build contracts, or authorize changes to the project budget. Those actions remain subject to separate approvals. The Agreement permits administrative management within the approved budget but expressly prohibits the Development Manager or General Contractor from increasing the total budget without prior City consent. Material changes to the City's requirements, construction drawings, project work, or budget must be documented through written change orders and must comply with the City's purchasing requirements and Greeley Municipal Code.

The negotiated private development terms are performance-based. The apartment framework requires at least 160 market-rate units and a minimum private investment of $50 million; City participation in the

form of gap funding assistance is capped at $4 million and is reduced by the present value of any future Downtown Development Authority (DDA) assistance. Apartment assistance also includes fee relief capped at $27,500 per unit.

The hotel framework requires at least 80 rooms, a full-service restaurant of at least 3,000 square feet, and a minimum $25 million private investment. It contemplates a $4.7 million City contribution, conveyance of the hotel parcel for $200,000, eligible fee relief capped at $19,155 per room, and a lodging-tax rebate of up to $1.5 million over as many as ten years, subject to performance and ownership conditions.

Approval of this agreement provides the contractual structure needed to maintain the coordinated implementation schedule, including allowing the school district to continue moving forward, protects Council authority over major financial commitments, conditions public incentives upon substantial private performance, and supplies budget, payment, insurance, default, and transition protections appropriate for a project of this scale.

Background

The Civic Campus Project originated in 2023 as part of the City's long-term evaluation of municipal facilities and administrative space needs. Staff determined that existing facilities no longer adequately support efficient government operations, customer service, technology requirements, or future organizational growth. Identified deficiencies included aging systems, deferred maintenance, fragmented departmental locations, limited expansion opportunities, increasing operating costs, and inefficiencies created by dispersing employees and public services among multiple buildings.

During 2024, the effort expanded beyond replacement of municipal office space into a broader downtown redevelopment strategy. The City evaluated publicly owned properties, land-assembly opportunities, and partnership structures capable of leveraging civic investment to stimulate private redevelopment. At approximately the same time, Weld County and Greeley-Evans School District 6 were evaluating future administrative and judicial facilities. The alignment of those efforts created an opportunity to coordinate land, parking, infrastructure, public spaces, construction phasing, and institutional investment around a shared downtown vision.

The City and Richmark Vertikal entered into a Memorandum of Understanding in October 2024 to evaluate a comprehensive public-private Downtown Revitalization and Civic Campus project. Richmark Vertikal subsequently facilitated planning among the City, Weld County, and School District 6. On March 25, 2025, Council received a conceptual master plan for five contiguous downtown blocks including a new City Hall, a new School District administrative headquarters, a boutique hotel, retail and commercial space, future residential development, a Weld County Justice Center, and a potential County administration facility.

On August 5, 2025, Council approved the Pre-Development Agreement and a $10.7 million predevelopment budget. The authorized work included property acquisition, demolition, environmental investigation and remediation, surveying, architectural and engineering design, planning, legal services, project management, utility and transportation analysis, financial modeling, and other implementation activities. The PDA was intentionally structured to allow the City and its partners to substantially define the project and evaluate feasibility before entering the full implementation phase.

Council evaluated multiple financing alternatives and, following the December 9, 2025, work session, Certificates of Participation emerged as the preferred mechanism. The July 14, 2026, agenda summary

identified a current City Hall project budget of approximately $83.6 million, including $68.6 million in hard construction costs, $11.5 million in soft costs, and $3.5 million for land acquisition. It also identified a shared parking structure estimated at approximately $36.8 million to $38.7 million, with participation anticipated from multiple public and private partners. The DSA assumes COP proceeds will fund eligible project costs but does not replace the separate Council actions required to authorize and close that financing.

Predevelopment work has advanced facility programming, architectural design, engineering, site planning, land assembly, environmental investigation, utilities, transportation, economic-impact analysis, financing preparation, and intergovernmental coordination. The DSA is the contractual bridge from those activities into final design and construction. Upon execution, it supersedes the PDA and incorporates remaining predevelopment obligations into the Development Manager's ongoing scope.

Project Components

The Agreement defines the public Project as the design and construction of the following coordinated improvements:

• A new City office facility developed to the City's requirements.

• A complementary Civic Plaza adjacent to the new City facility, hotel, and school district facility.

• An approximately 815-space parking structure, including up to 88 spaces designated for hotel use through an easement.

• Horizontal site work, infrastructure, and entitlements supporting the School District's new facility and parking.

• Related off-site improvements, utility work, and infrastructure necessary to place the public improvements into service.

The broader redevelopment also includes the privately financed apartments and hotel. Although those private projects are not constructed under the City's design-build contracts, their timing, minimum scope, and incentive terms are integrated into the DSA because their delivery is an essential part of the negotiated public-private redevelopment plan. This structure is intended to coordinate site access, parking, utilities, phasing, public spaces, and construction schedules and to reduce the risk that independently negotiated projects conflict with one another.

Development Manager Engagement and Scope

The Agreement engages Richmark Vertikal as an independent contractor acting on behalf of and at the direction of the City. Exhibit B-1 assigns the Development Manager responsibility for the coordinated management of design and construction. The scope includes consultant procurement and management, architectural and engineering coordination, schedule development, budget administration, estimating, value engineering, constructibility review, permitting support, procurement assistance, coordination of design-build contracting, construction administration, quality oversight, reporting, closeout, punch-list administration, and delivery of final project documents.

The Development Manager is not required to advance their own funds for public improvements unless the City has made funds available or has agreed in writing to reimburse an authorized budgeted expenditure. The Development Manager is entitled to reimbursement only for expenditures included in

the approved budget.

The Agreement also requires change orders to comply with the City's Purchasing Policy and applicable Municipal Code provisions. Where a change order increases the approved Budget, the City must provide evidence of any required additional appropriation.

Payment, Invoice Review, and Dispute Resolution

The Development Manager assembles and submits invoices and supporting documentation for project costs. The City reviews requests for consistency with the Budget, applicable contracts, and completion of the billed work. The process is intended to maintain timely payment to consultants and contractors without eliminating the City's right to question unsupported or non-compliant charges.

If the City disputes an invoice, it must identify the basis for rejection. Undisputed portions remain payable. Unresolved invoice disputes may be referred to a mutually selected neutral third party for a nonbinding recommendation. This intermediate procedure is designed to obtain a prompt, technically informed assessment before either party pursues formal remedies. It does not waive legal rights.

Development Manager and General Contractor Compensation

Exhibit C establishes the Development Manager's compensation, while Article 4 establishes principal commercial terms anticipated for later Design-Build agreements. These fees should be considered together because both are calculated in relation to construction costs and form part of the overall project delivery expense.

Compensation Element	Negotiated Term	Policy Consideration
Development Manager Fee	5% of defined Project Hard Costs, subject to the Guaranteed Development Manager Fee and Exhibit C payment schedule.	Compensates overall development coordination, consultant management, budget and schedule administration, and construction oversight.
Guaranteed Development Manager Fee	Exhibit C establishes a guaranteed fee framework and milestone-based payment provisions.	Provides greater compensation predictability, subject to the specific definitions and termination provisions.
General Contractor Fee	Anticipated 4% fee under future Design-Build contracts.	The future contracts remain subject to approval.
Preconstruction Fee	0.5% of estimated Hard Costs under preconstruction agreements, addressed in the future construction contracting structure.	Compensates estimating, constructibility, scheduling, and value-engineering services before final construction pricing.

Termination Compensation	Earned compensation and reimbursable authorized costs are addressed differently depending upon convenience, termination or default.	Balances fair payment for completed work with forfeiture or offset rights following contractor default.

The DSA is not the final construction contract. It establishes the framework for the subsequent design-build contract. The Agreement contemplates additional value engineering before execution of the City Hall construction agreement. Final construction scope, price, alternates, contingencies, allowances, schedule, bonding, and performance requirements will be contained in the final design-build contract. City Council retains the ability to review or approve future contracts.

Apartment Development Terms

The apartment provisions are intended to increase downtown residential density and support the broader economic-development objectives of the Civic Campus. The DSA establishes the framework for public participation contingent upon measurable private performance.

Apartment Term	Requirement
Minimum Project	No fewer than 160 market-rate dwelling units.
Minimum Private Investment	At least $50 million.
City Contribution	Up to $4 million for eligible development costs, subject to satisfaction of conditions.
DDA Coordination	The developer must pursue the maximum available Downtown Development Authority assistance; the present value of DDA participation reduces the City's contribution dollar for dollar.
Fee and Tax Relief	Eligible initial-construction fees and construction taxes may be waived, subject to the Agreement's limitations and a stated cap of $27,500 per unit.
Timing	Construction commencement is tied to the Parking Structure completion schedule, with a stated outside commencement requirement of 30 months following completion.

Performance Condition	Equity investment and committed construction financing must be demonstrated before City incentive funding becomes available.

Boutique Hotel Development Terms

The hotel is intended to provide downtown lodging, restaurant activity, event support, and active use adjacent to the Civic Plaza. As with the apartment project, the incentive package is tied to defined private investment and operating conditions.

Hotel Term	**Requirement**
Minimum Project	At least 80 guest rooms.
Restaurant Requirement	A full-service restaurant with at least 3,000 square feet of restaurant and kitchen space.
Minimum Private Investment	At least $25 million.
Direct City Participation	Approximately $4.7 million, subject to the Agreement's conditions.
Land Conveyance	Sale of the City-owned hotel parcel for $200,000.
Fee Relief	Eligible fee and construction-tax relief for initial construction, subject to a cap of $19,155 per room.
Lodging-Tax Rebate	100% of eligible lodging tax generated by the hotel for up to 10 years, capped at $1.5 million.
Ownership/Operations Condition	The rebate is conditioned upon continued qualifying ownership and operational control and is earned only from taxes actually generated.
Timing	Commencement is coordinated with commencement of the new city hall, and completion is required within the negotiated construction period.

The lodging-tax component, and the one-time construction-related fees and taxes are self-generating and

performance-based — no rebate is produced unless the hotel opens and generates taxable room revenue.

Risk Allocation, Insurance, and Defaults

The Development Manager assumes responsibility for competent administration and coordination but does not guarantee every act of independent consultants or contractors. Construction performance, cost, and schedule risk will also be allocated through the later design-build contracts.

The City retains financing and appropriation risk because the Development Manager is not required to fund the public project.

The Development Manager must maintain required commercial general liability and excess or umbrella coverage and name the City as an additional insured as specified in the Agreement.

Development Manager defaults include material failure to perform and other specified events, subject generally to notice and an opportunity to cure. Following an uncured default, the City may terminate, exercise contractual remedies, complete the work through others, and pursue available damages or offsets.

The Agreement also recognizes City defaults, including failure to make undisputed payments or perform material obligations after notice and cure periods. The Development Manager may suspend work or terminate under the stated circumstances and may recover earned compensation and authorized costs.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
This would be a budgeted item if approved.
Is it budgeted? No
Does it require a new appropriation? Yes
Are there any long-term financial impacts? Yes
Is there grant funding for this item? No

Legal Issues:

None

Other issues and Considerations:

Strategic Focus Area:

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

Decision Options:

1. Adopt the resolution as presented; or

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

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 114, 2026 with Exhibit A

CITY OF GREELEY, COLORADO
RESOLUTION NO. 114, 2026

A RESOLUTION APPROVING A DEVELOPMENT SERVICES AGREEMENT BETWEEN THE CITY OF GREELEY AND RICHMARK VERTIKAL, LLC

WHEREAS, the City of Greeley ("City") is a home rule municipality and political subdivision of the State of Colorado organized and existing under its home rule charter pursuant to Article XX of the Constitution of the State; and

WHEREAS, the City recognizes that City staff is located in several older City office facilities spread across the City creating operational inefficiencies and contributing to less effective coordination between departments; and

WHEREAS, the City desires to address this inefficiency by consolidating various administrative functions in new City office facilities in one Downtown Greeley ("Downtown") location; and

WHEREAS, the City owns certain properties in the Downtown area and desires to cooperate and coordinate with other Downtown property owners for the sale, purchase, exchange, or conveyance of property to facilitate construction of the new City office facilities; and

WHEREAS, the County of Weld, Colorado ("County"), owns real property in Downtown and has expressed interest in replacing the County's current justice center with a new justice center that is located Downtown; and

WHEREAS, Greeley 6 School District ("School District") owns real property in Downtown and has expressed interest in a new office facility in Downtown; and

WHEREAS, Richmark Vertikal, LLC ("RV LLC" or "Developer Manager"), or its subsidiaries or affiliates owns real property in Downtown or is the contract purchaser of certain real property in Downtown which it hopes to use to facilitate private mixed-use development.; and

WHEREAS, the City desires to designate RV LLC as the development manager to assist in the purchase, sale, exchange or other conveyance of property and related negotiations in furtherance of designing and constructing new City office facilities; and

WHEREAS, to the extent that the County and/or School District agree to enter into one or more development agreements with the City and RV LLC, a new justice center and new school facility, respectively, may also be included in the Project (defined below); and

WHEREAS, RV LLC has already undertaken negotiations on behalf of the City as the Development Manager regarding the acquisition and exchange of certain Downtown real property to obtain the assemblage of land necessary for the development of the Project including the new City office facilities; and

WHEREAS, through the date hereof, RV LLC has performed certain predevelopment work and services related to new City office facilities while passing only direct costs and expenses through to the City, without markup or fee, in anticipation of entering into a subsequent

development agreement with the City for the construction of the new City office facilities; and

WHEREAS, the City desires to authorize RV LLC to continue real property negotiations and to undertake further actions related to the advancement of the Project including new City office facilities; and

WHEREAS, the City and RV LLC desire to construct a public-private mixed-use project ("Project') in Downtown which would be comprised of the new City office facilities, a new hotel, parking garage, multi-family residential, and certain ancillary retail and other complementary uses including a plaza; and

WHEREAS, the Development Manager has the resources, knowledge, experience, and expertise to manage the development of the Project; and

WHEREAS, the City owns, or is under contract to acquire, certain real property in Downtown; and

WHEREAS, the City and Development Manager (the "Parties") entered into a Memorandum of Understanding dated October 17, 2024, setting forth their mutual intent to evaluate the viability and public benefit of the development of a public-private, mixed-use project in Downtown. The Parties subsequently entered into a Pre-Development Agreement dated as of August 8, 2025 (the "PDA") authorized by City Resolution No. 42-2025 that provided for conducting certain pre-development planning, acquisition, design, and construction preparation activities with an approved pre-development budget that is not to exceed $10,700,000.00 (as further defined in the PDA); and

WHEREAS, the City selected Development Manager to be its developer and general contractor for the construction of the Project components comprised of the new City office facilities, a parking garage, and a plaza pursuant to the terms of subsequent design build construction agreements; and

WHEREAS, the City, by City Council Resolution No. 22, 2025, adopted an Economic Development Incentive Policy, pursuant to which City Council may approve certain economic incentives to encourage private development such as provided herein; and

WHEREAS, in connection herewith, the City desires approve certain economic incentives and to engage Development Manager to furnish and perform the functions and services set forth in that certain Development Services Agreement (Greeley Downtown Civic Center Campus) by and between the City of Greeley, a Colorado home rule municipal corporation and Richmark Vertikal, LLC, a Colorado limited liability company (the "Development Services Agreement") attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, Development Manager desires to accept such engagement upon all upon the terms and conditions, and subject to the covenants and stipulations set forth in the Development Services Agreement, which shall supersede and replace the PDA as provided by PDA; and

WHEREAS, the City Council hereby further finds that the Project is in the best interest of the City and its residents and will fulfill a public purpose and provide a public benefit to the City by improving the delivery of government services, creating and retaining jobs, boosting local tax revenues, revitalizing underutilized land areas, improving quality of life for residents, and

generally contributing to a more robust Downtown economy within the Greeley community thereby promoting the health, welfare, and safety of its residents.

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

Section 1. That the City Council hereby approves the Development Services Agreement attached hereto and incorporated by reference herein as **Exhibit A** and authorizes the City Manager to execute the Agreement.

Section 2. That City Council hereby delegates authority to City staff and legal counsel to make changes and modifications to the Development Services Agreement 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 ON THIS___ DAY OF_____2026.

ATTEST **THE CITY OF GREELEY, CO**

BY:_____ **BY:_____**
City Clerk **Mayor**

DEVELOPMENT SERVICES AGREEMENT
(Greeley Downtown Civic Center Campus)

BY AND BETWEEN

THE CITY OF GREELEY,
a Colorado home rule municipal corporation

and

RICHMARK VERTIKAL, LLC,
a Colorado limited liability company

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT (this "**Agreement**") is entered into by and between THE CITY OF GREELEY, a Colorado home rule municipal corporation (the "**City**"), and RICHMARK VERTIKAL, LLC, a Colorado limited liability company (the "**Development Manager**"). The parties to this Agreement may be referred to individually in the singular and collectively in the plural as "**Party**" or "**Parties**".

RECITALS:

A. The City is a home rule municipality and political subdivision of the State of Colorado organized and existing under its home rule charter pursuant to Article XX of the Constitution of the State.

B. The City desires to improve City staff's efficiency by consolidating various administrative functions in a new City office facility located in the downtown area of the City of Greeley, Colorado ("**Downtown**").

C. The County of Weld, Colorado owns certain properties in Downtown and desires to replace the County's current justice center with a new justice center ("**New Justice Center**") located in Downtown.

D. Greeley-Evans School District 6 (the "**School District**") is interested in constructing a new School District office facility ("**New School Facility**") in Downtown.

E. Development Manager or its subsidiaries or affiliates own real property Downtown and desire to use such property for certain private development projects.

F. The City and Development Manager entered into a Memorandum of Understanding dated October 17, 2024, setting forth their mutual intent to evaluate the viability and public benefit of the development of a public-private, mixed-use project in Downtown. The Parties subsequently entered into a Pre-Development Agreement dated as of August 8, 2025 (the "**PDA**"), and authorized by City Resolution No. 42-2025, for the same that provided for conducting certain pre-development planning, acquisition, design, and construction preparation activities with an approved pre-development budget that is not to exceed $10,700,000.00 (as further defined in the PDA, the "**Pre-Development Budget Cap**").

G. The Parties now desire to construct the public-private mixed-use project in Downtown in an integrated real estate project which will be comprised of (i) the New City Facility; (ii) the Hotel; (iii) the City Plaza; (iv) the land and parking for the New School Facility; (v) the land and parking for the New Justice Center; (vi) the New Apartments; and (vii) the Parking Structure.

H. Development Manager has the resources, knowledge, experience and expertise to manage the development of the Project.

I. The City owns, or is under contract to acquire, certain real property in Downtown, as more particularly described on **Exhibit A** attached hereto (the "**Real Property**").

J. At the December 9, 2025, City Council work session, the City affirmed its intent to fund the development of the Improvements included in the Project through the use of Certificates of Participation (defined below).

K. The City selected Development Manager to be its developer under this Agreement, and its general contractor for the construction of the New City Facility, City Plaza, and Parking Structure pursuant to the terms of subsequent design build construction agreements.

L. The City, by City Council Resolution No. 22, 2025, adopted an Economic Development Incentive Policy, pursuant to which City Council may approve certain economic incentives to encourage private development such as provided herein.

M. In connection herewith, the City desires to engage Development Manager to furnish and perform the functions and services hereinafter described, and Development Manager desires to accept such engagement, all upon the terms and subject to the covenants, agreements, and stipulations hereinafter set forth, which shall supersede and replace the PDA as provided by PDA Section 1.2.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Development Manager hereby covenant, stipulate, and agree as follows:

ARTICLE 1
DEFINITIONS; INCORPORATION OF ATTACHMENTS

1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Affiliate**" or "**Affiliates**" means, with respect to any Party or entity identified in this Agreement, any other Person which, directly or indirectly, is in Control of, is Controlled by, or is under common Control with, such Party or identified entity.

(b) "**Agreement**" shall mean this Development Services Agreement, and all Attachments hereto.

(c) "**Applicable Laws**" shall mean the collective reference to all ordinances, building codes, applicable environmental laws and other applicable federal, state, and local laws, rules and regulations (including those related to employment) and all standards and regulations of appropriate supervising boards of fire underwriters and similar agencies, including without limitation, all applicable conditions, covenants, restrictions, easements, reservations, rights, or rights-of-way, zoning ordinances, the Americans With Disability Act of 1990, 42 U.S.C. § 12101,

et seq., and all other applicable administrative rules and regulations of any governmental agency involved with, having jurisdiction over or affecting the Project.

(d) "**Attachments**" shall have the meaning given to such term in Section 1.2 below.

(e) "**Budget**" shall mean the budget for the Project attached hereto as Schedule 1, as the same may be amended and revised from time to time in accordance with the terms and conditions of this Agreement; provided, however, that any increase to the total Budget amount shall be made pursuant to Section 2.3 below.

(f) "**Certificates of Participation**" or "**COPs**" shall mean the certificates of participation financing, and all documents associated therewith, (i) the proceeds of which will be used for all Costs of the Project, and (ii) which are intended to be issued by the City upon or prior to the exhaustion of the Pre-Development Budget Cap.

(g) "**Change Order(s)**" shall have the meaning given to such term in Section 2.4(a) hereof.

(h) "**City**" shall mean the City of Greeley, Colorado.

(i) "**City Council**" shall mean the city council for the City.

(j) "**City Default**" shall have the meaning given to such term in Section 8.2(a) hereof.

(k) "**City Manager**" means the person appointed by City Council to serve as the City Manager, Interim City Manager, or Acting City Manager for the City, who, as of the effective date hereof, is Brian McBroom.

(l) "**City Plaza**" shall mean a complementary public open space and amenity area located adjacent to the New City Facility, the Hotel, and the New School Facility developed pursuant to the City's Requirements outlined on **Exhibit B-2**.

(m) "**City Representative**" shall mean the Deputy City Manager, who, as of the effective date hereof, is Kelli Johnson.

(n) "**City Requirements**" shall mean the specifications provided in the civil and architectural drawings, listed on **Exhibit B-2** attached hereto, that were delivered to the City prior to the effective date hereof, all of which are incorporated herein by reference.

(o) "**Commencement of Construction**" shall mean, with respect to any construction described in this Agreement, commencement of physical construction, including without limitation, significant site grading or preparation, of the improvements to be constructed by General Contractor, Apartment Developer, or Hotel Developer as contemplated in this Agreement, with the intention to continue such work until such improvements are completed.

(p) "**Consultant**" means any consultants, architects, engineers, surveyors, and contractors, which may include Development Manager, General Contractor, or their respective members and Affiliates.

(q) "**Control**" or "**Controlled**" means the power to direct, or cause the direction of, the management or policies of a Person, whether through (A) the ownership of all or a portion of said Person (an entity), or (B) its capacity as managing member.

(r) "**COPs Issuance Date**" shall mean the date on which the COPs are funded.

(s) "**Costs of the Project**" or "**Project Costs**" shall mean, collectively, any and all costs and expenses spent or incurred pursuant to the Pre-Development Budget and/or the Budget.

(t) "**County**" means the County of Weld, State of Colorado.

(u) "**Design-Build Contract(s)**" shall mean the primary construction contracts between General Contractor and the City for the construction of the (i) New City Facility, (ii) City Plaza, and (iii) Parking Structure.

(v) "**Design Build Contract Fee**" means the fee paid to the General Contractor for its services as described in Section 4.1 of this Agreement.

(w) "**Development Manager Default**" shall have the meaning given to such term in Section 8.1(a) below.

(x) "**Development Manager Services**" shall mean the services Development Manager is obligated to provide hereunder, including, without limitation, those services listed on **Exhibit B-1** attached hereto.

(y) "**Development Manager's Fee**" shall have the meaning given such term in **Exhibit C** attached hereto.

(z) "**Eligible Development Fees**" shall mean all (i) impact fees, (ii) development review fees, (iii) fees imposed as a condition of issuance of a City permit, and (iv) sales and use taxes on construction material, but with the exception of Plant Improvement and Public Safety Fees as defined below.

(aa) "**Final Completion**" shall mean and shall be deemed to have occurred when *(i)* Project Substantial Completion occurs, *(ii)* all Project Punch List items have been completed, and *(iii)* full and final lien waivers from any and all contractors performing work on the Project have been executed and delivered to the City.

(bb) "**Financing**" shall mean the execution and delivery of Certificates of Participation and the receipt of proceeds thereof.

(cc) "**General Contractor**" shall mean THRASH DEVELOPMENT LLC, a Colorado limited liability company, or its Affiliate.

(dd) "**Guaranteed Development Manager Fee**" shall have the meaning given such term in **Exhibit C** attached hereto.

(ee) "**Hard Costs**" means the costs and expenses actually paid and incurred by Development Manager for the line items labeled as Hard Costs on the Budget.

(ff) "**Hotel**" shall mean a new hotel with not less than eighty (80) rooms and ancillary retail, food and beverage and amenity space.

(gg) "**Hotel Costs**" means the costs properly allocable to the development, financing, architecture, engineering, design, construction, equipping and furnishing of the Hotel.

(hh) "**Hotel Land**" shall mean the real property preliminarily described as "Parcel 4" on **Exhibit A**. For the avoidance of doubt, the description of the Hotel Land set forth in the description of Parcel 4 on **Exhibit A** is preliminary in nature and shall be subject to finalization upon the recording of a final plat following the effective date of this Agreement.

(ii) "**IFC**" shall have the meaning set forth on **Exhibit B-1** attached hereto.

(jj) "**Improvements**" means all of the improvements that the City intends to cause to be constructed under this Agreement, as the same will be more particularly described in the Design-Build Contracts.

(kk) "**New Apartments**" shall mean a multi-family residential development consisting of no less than one hundred sixty (160) market rate units.

(ll) "**New City Facility**" shall mean a new City office facility that will be developed pursuant to the City's requirements as outlined on **Exhibit B-2**.

(mm) "**Notices**" shall have the meaning given to such term in Section 9.1 below.

(nn) "**Parking Structure**" shall mean the development of a parking facility on the Parking Structure Property containing approximately one thousand fifty (1,050) parking spaces (with eighty-eight (88) spaces designated for the Hotel's use pursuant to an easement granted to the Hotel Land).

(oo) "**Parking Structure Property**" shall mean the real property preliminarily described as "Parcel 5" on **Exhibit A**. For the avoidance of doubt, the description of the Parking Structure Property set forth in the description of Parcel 5 on **Exhibit A** is preliminary in nature and shall be subject to finalization upon the recording of a final plat following the effective date of this Agreement.

(pp) "**PDA**" shall have the meaning set forth in Recital F.

(qq) "**Person**" means any individual, partnership, joint venture, company, corporation, limited liability company, limited duration company, limited life company, association, union, trust or other entity or organization, including any Governmental Authority or an agency or instrumentality thereof.

(rr) "**Plant Improvement and Public Safety Fees**" shall have the meaning given to such term in Section 3.4(a)(v) below.

(ss) "**Pre-Development Budget Cap**" shall have the meaning set forth in Recital F.

(tt) "**Preliminary Schedule**" shall mean the Preliminary Schedule for the Project attached hereto as **Schedule 2**.

(uu) "**Project**" means the design and construction of (i) the New City Facility; (ii) the City Plaza; (iii) the Parking Structure; (iv) the horizontal site work, infrastructure and entitlements for the New School Facility and its parking; and (v) the parking for the New Justice Center as outlined in the intergovernmental agreement by and between the City and the County.

(vv) "**Project Contract**" shall mean any contract entered into by or on behalf of the City regarding the acquisition, construction, improvement or installation of any part of the Project (including, without limitation, contracts with construction contractors, vendors and other Consultants).

(ww) "**Project Documents**" shall mean, collectively, the following: *(i)* plans, drawings and specifications for the Project, when and as they are approved by the City, including Change Orders, if any; *(ii)* any necessary permits for the Project, including any building permits; *(iii)* the Project Contracts; *(iv)* any Design-Build Contracts, *(v)* policies of title, public liability, and property insurance, or certificates thereof, or as may be required by this Agreement; *(vi)* performance and payment bonds, if any, with respect to the Project; and *(vii)* any and all other documents executed by or furnished to the City in connection with the Project.

(xx) "**Project Punch List**" shall mean those items of Project Work which remain to be completed when the Project Work has otherwise reached Project Substantial Completion, as identified on a list prepared by the City and approved by Development Manager.

(yy) "**Project Schedule**" shall mean the Preliminary Schedule for the Project, as the same may be amended and revised in consultation between the Parties from time to time in accordance with the terms and conditions of this Agreement.

(zz) "**Project Substantial Completion**" shall mean that *(i)* the vertical Project Work is one hundred percent (100%) complete and accepted by the City, subject to any Project Punch List items; *(ii)* a temporary or permanent certificate of occupancy for all of the Project Work has been issued by the City (to the extent applicable and required by the City); and *(iii)* the Improvements can be occupied or utilized for their intended purpose.

(aaa) "**Project Work**" shall mean the goods and services required for the completion, and occupation and use by the City, of the New City Facility, City Plaza, and Parking Structure, and shall consist of the *(i)* completion of any remaining PDA Activities, (*ii*) design, development and construction of the New City Facility, *(iii)* design, development and construction of the City Plaza, *(iv)* design, development and construction of the Parking Structure, and (*v*) any infrastructure and off-site improvements as may be required in connection therewith.

(bbb) "**Real Property**" shall mean the real property preliminarily described on **Exhibit A** attached hereto. For the avoidance of doubt, the description of the Real Property set forth on **Exhibit A** is preliminary in nature and shall be subject to finalization upon the recording of any final plat following the effective date of this Agreement.

(ccc) "**Senior Lender**" means the financial institution or institutions that commit to lending funds to Hotel Developer or Apartment Developer for construction of the Hotel or New Apartments, respectively.

(ddd) "**Soft Costs**" means the costs and expenses actually paid and incurred by Development Manager for the line items labeled as Soft Costs on the Budget.

(eee) "**State**" shall mean the State of Colorado.

(fff) "**Trustee**" shall mean the trustee or trustees which have agreed to serve as the trustee for the COPs and its or their successors and assigns.

(ggg) "**Utility Impact Fee**" shall have the meaning given to such term in Section 3.4(a)(v) below.

1.2 Recitals; Attachments. The Recitals above and the following addenda, exhibits, riders and schedules set forth below shall be deemed to be a part of this Agreement and are hereby incorporated herein (collectively, "**Attachments**"):

EXHIBIT A	—	LEGAL DESCRIPTION OF THE REAL PROPERTY
EXHIBIT B-1	—	SCOPE OF DEVELOPMENT MANAGER'S SERVICES
EXHIBIT B-2	—	CITY'S REQUIREMENTS AND SPECIFICATIONS
EXHIBIT C	—	FEE SCHEDULE
SCHEDULE 1	—	THE BUDGET
SCHEDULE 2	—	THE PRELIMINARY SCHEDULE

ARTICLE 2
ENGAGEMENT OF DEVELOPMENT MANAGER; DEVELOPMENT MANAGER SERVICES

2.1 Powers and Duties.

(a) The City hereby engages the services of Development Manager as an independent contractor, for the purposes of arranging, supervising, implementing and coordinating, on behalf and at the direction of the City, the services for the development of the Project as set forth in this Agreement (including without limitation those services set forth on **Exhibit B-1** attached hereto), and Development Manager undertakes and accepts such engagement pursuant to Section 2.2 below. In the performance of all of the Development Manager Services pursuant to this Agreement, Development Manager shall be acting as an independent contractor

on behalf of City and solely for the City's account and at the City's sole cost and expense. Development Manager shall not represent to anyone that the relationship with the City is other than that of independent contractor, and the City and Development Manager may so inform any parties with whom they deal and may take any other reasonable steps to carry out the intent of this Section 2.1. Nothing contained in this Agreement shall constitute, or be construed to be, or to create a partnership, joint venture, agency or lease between the City and Development Manager with respect to the Project or any portion thereof, and Development Manager shall have no interest in the Real Property or the Project by virtue of this Agreement.

(b) All of the services performed by Development Manager under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services that are of a similar nature to the services described in this Agreement.

2.2 Performance of Duties; Limitation of Liability. Development Manager accepts the engagement under this Agreement and agrees to act with prudence and diligence in the performance of its duties and responsibilities hereunder and in good faith and in the best interest of the City. Notwithstanding anything to the contrary contained in this Agreement, Development Manager shall not be liable to the City for (a) any expenses incurred in connection with the development of the Project for or on behalf of the City to the extent such expenses are in accordance with the Budget, or as otherwise authorized by the City, and a Design-Build Contract or this Agreement, (b) any action or failure to act of any subcontractor working on the Project, or (c) any damage, destruction of property, or other claim to the extent such claim or loss is insured (regardless of any deductibles) and does not result from Development Manager's negligence or malfeasance. Development Manager shall be under no obligation to expend any funds under this Agreement unless the City makes such funds available or agrees in writing to reimburse Development Manager for such expenditure. To the extent Development Manager expends, or incurs any obligation to expend, its own funds in connection with its performance hereunder, the City shall promptly reimburse Development Manager pursuant to the provisions of Section 3.3 for the same upon receipt of invoices therefor; provided, however, that City shall only reimburse Development Manager where such expenditure is provided for in the Budget.

2.3 Project Budget.

(a) Attached hereto as **Schedule 1** is the Budget, outlining the current budget for the Project, approved by the Parties for the Project Work described herein and the anticipated costs of the same. In no event shall Development Manager or General Contractor have the right to increase the total Budget, or any part thereof, without the prior written consent of the City and approval by City Council (if required); provided, however, that Development Manager or General Contractor may reallocate amounts among line items of the Budget with the City Representative's approval of the applicable draw request (and without amending this Agreement) so long as such reallocations are made in accordance with reasonable and customary construction and municipal budget practices and do not increase the Development Manager's Fee, the Guaranteed Development Manager Fee, or the Design Build Contract Fee (a "**Budget Reallocation**").

2.4 Change Orders.

(a) Change Orders Generally. All material changes to City's Requirements, the IFC drawings for the Project, or the Budget may only be authorized by written change order executed by the City, and Development Manager and/or General Contractor ("**Change Order**"). For purposes of this Agreement, a Budget Reallocation shall not be considered a material change to the Budget. There shall be no material change of any of the plans or working drawings whether by Change Order or otherwise which will increase the Project Costs above the approved Budget without the prior written approval of the City and City Council (if required) in accordance with Section 6-486 of the Greeley Municipal Code and an amendment to this Agreement. For the avoidance of doubt, individual Change Orders must comply in all respects with the Greeley Municipal Code, including Sections 6-486 and 2-184. Each Change Order executed by City and Development Manager and/or General Contractor shall serve to amend this Agreement as set forth in the Change Order.

(b) City Initiated Changes. If the City desires to make any material change to City's Requirements, the IFC drawings for the Project, the Project Work, or the Budget ("**City Initiated Change**"), the City shall submit the proposed change to the Development Manager. Within thirty (30) days after receipt of the City Initiated Change, Development Manager shall review and evaluate the City Initiated Change and provide the City with a written Change Order providing all of the following: (a) the increase to the Budget required for the extra or changed Project Work, (b) any required adjustment to the Project Schedule, and (c) any other term or condition of this Agreement that must be amended to accommodate the City Initiated Change. Within the following thirty (30) days, the City shall either *(i)* withdraw the City Initiated Change in which case the Parties will continue with the then current version of the City's Requirements, Budget, or IFC drawings, or *(ii)* execute the Change Order and provide Development Manager evidence that City Council approved an additional appropriation for the amount the Change Order increased the Budget.

(c) Development Manager Initiated Changes. If the Development Manager desires to make any material change to the City's Requirements, the IFC drawings for the Project, the Project Work, or the Budget ("**Development Manager Initiated Change**"), Development Manager shall submit a proposed Change Order to the City providing all of the following: (a) the increase to the Budget for the extra or changed Project Work, (b) any required adjustment to the Project Schedule, (c) the basis, justification, or reason for the Development Manager Initiated Change, and (d) any other term or condition of this Agreement that must be amended to accommodate the Development Manager Initiated Change. Within forty-five (45) days following receipt of a Development Manager Initiated Change, the City shall either (x) deny the Development Manager Initiated Change in which case the Parties will continue with the then current version of the City's Requirements, the IFC drawings for the Project, the Project Work, or the Budget, or (y) approve the Development Manager Initiated Change, execute the Change Order, and provide Development Manager with evidence that City Council approved an additional appropriation for the amount the Change Order increased the Budget. The City may, in its sole discretion, reject any Development Manager Initiated Change that may: (a) increase the Budget, (b) reduce Project quality, or (c) delay the Project Schedule.

(d) General Contractor Initiated Change Orders. Any material change to the City's Requirements, the IFC drawings for the Project, the Project Work, or the Budget proposed

by General Contractor shall be treated under this Agreement as a Development Manager Initiated Change.

(e) In the event the City or City Council denies any Development Manager Initiated Change that the Development Manager determines will impact the ability of the Project to be completed, the Parties will undertake good faith efforts to mutually agree upon changes to the scope of the Project or other cost reduction measures that bring the Project into alignment with the Budget.

2.5 Disbursements for Project Costs. The amounts set forth on the Budget to pay Project Costs shall be disbursed by the City or the Trustee, as applicable, pursuant to Development Manager's requests therefor pursuant to Section 3.3.

2.6 PDA Termination and Ratification. The Parties agree that upon execution of this Agreement, the PDA shall terminate and be of no further force or effect as provided under Section 1.2 of the PDA. All rights and obligations of the Parties under the PDA shall terminate and be subsumed into this Agreement. The City hereby ratifies and approves all actions taken by Development Manager in connection with the development of the Project prior to the effective date of this Agreement to the extent such actions were taken in accordance with the PDA, the Pre-Development Budget, or the Budget. For purposes of this Agreement, such actions shall be deemed to be part of the Development Manager Services.

2.7 Ownership of Plans, Designs, Due Diligence Materials, Etc. All plans and specifications, drawings and designs, due diligence materials, consulting or other reports prepared by or on behalf of a Party in connection with the Project, whether or not fully completed or approved (collectively, the "**Plans, Designs, and Materials**"), shall be and remain the property of the City to use with unlimited license to the fullest extent practicable, whether or not the Project is completed or this Agreement is terminated for any reason, so long as the City has paid all amounts due and owing at the time of termination to the Development Manager and any service provider pursuant to an Invoice; the City shall not utilize the Plans, Designs, and Materials unless and until the City has paid all amounts due and owing at the time of termination to the Development Manager and any Consultants or service providers pursuant to an Invoice (as hereinafter defined).

ARTICLE 3
PROJECT FINANCING; CONSTRUCTION PAYMENTS; DEVELOPMENT INCENTIVES

3.1 Public Financing. The Parties agree that the design and construction of the Improvements will require public financing generally in accordance with the provisions of this Agreement. The City agrees that it will use reasonable efforts to issue the COPs in an amount sufficient to fund the Project such that it can be completed in accordance with **Schedule 1**. The Development Manager will not be required or expected to advance funds, or provide any letter of credit, any collateral or any credit enhancement, directly or indirectly, for the Financing.

3.2 Issuance of COPs. The City will use commercially reasonable efforts to cause the COPs to be issued in order to finance the development of the New City Facility and City Plaza prior to the exhaustion of the Pre-Development Budget Cap; provided, however, that Development Manager's duties or obligations hereunder shall not be in force or effect in the event that the Pre-

Development Budget Cap is exhausted unless and until (1) the COPs have been issued in amounts sufficient for the payment of the Project Costs in accordance with **Schedule 1**, or (2) the City and Development Manager have mutually agreed upon an alternative funding mechanism to finance such development.

3.3 Construction Payments.

(a) Development Manager shall assemble and submit to the City all third-party invoices (the "**Invoices**"), including, without limitation, those from Consultants for Project Work, whether for Project Costs incurred before or after the effective date hereof, as promptly after receiving the same as is reasonably practicable. For clarity, Invoices that were received, and Invoices that are for work that was performed, before the effective date of this Agreement shall be paid or reimbursed if such Invoices are for line items that are expressly outlined or detailed on the Budget, regardless of whether such Invoices were received, or such work was performed, prior to the effective date hereof. In the event that the City, in good faith, finds that an Invoice or any portion thereof is not *(i)* consistent with the Budget or *(ii)* valid, documented, and complete and in material compliance with this Agreement (the "**Payment Criteria**"), the City shall, within ten (10) business days after receipt of such Invoice, give written notice to Development Manager specifying with reasonable detail its objections to the Invoice (a "**Rejection Notice**"). The City shall directly remit, or shall authorize Trustee to remit, payment to the third parties and Consultants for the Invoices on or before the date on which payment of the Invoice is due or within thirty (30) days of receipt of such invoices whichever is later, or shall repay the Development Manager if such Invoices were already paid by Development Manager within thirty (30) days after receiving the Invoices and the request for reimbursement, unless the City issues a Rejection Notice, in which case the Parties will address such payments pursuant to the Alternate Payment Process provided below.

(b) If the City delivers a Rejection Notice to Development Manager, Development Manager may, at its reasonable discretion, *(i)* withhold payment while it disputes such payment directly with the Consultant or other third party or *(ii)* make payment for the Invoices and assemble and submit to the City, on or before the fifteenth (15th) day of the next calendar month, a requisition package (a "**Repayment Request**") containing a request for repayment in connection with such Invoices accompanied by any material demonstrating how the Repayment Request satisfies the Payment Criteria, and the Parties shall resolve the Repayment Request pursuant to the Disputed Invoice Resolution Process outlined below. The foregoing process shall be referred to herein as the "**Alternate Payment Process**."

(c) If the City timely and properly sends a Rejection Notice, then for any Invoice line items to which the Rejection Notice has made specific objection, the Parties shall work in good faith to promptly resolve the Rejection Notice. If the Parties are unable to promptly resolve any portion of the Rejection Notice, Development Manager shall request that Wember Inc., a Colorado corporation (the "**Neutral Third Party**"), review the Invoice, Repayment Request, Rejection Notice and any additional relevant material that the Parties have exchanged in connection with the disputed Invoice for the purpose of making a recommendation to the Parties as to how to resolve the Rejection Notice. The recommendation of the Neutral Third Party, while not binding on the Parties, shall be admissible in any further dispute among the Parties. The fees of the Neutral Third Party shall be shared with fifty percent (50%) paid by the City and fifty percent

(50%) paid by the Development Manager. The foregoing process shall be referred to herein as the "**Disputed Invoice Resolution Process**."

(d) The terms of this Section 3.3 shall survive the expiration or earlier termination of this Agreement; for the avoidance of doubt, all Invoices shall remain due and payable as provided herein until all outstanding Invoices have been paid or otherwise resolved pursuant to the terms of this Agreement; provided that the payment of any Invoice will remain subject to the Budget.

3.4 City Contributions and Development Incentives; Private Development Costs.

(a) New Apartments. Provided that Richmark Real Estate Partners, LLC or its Affiliate (the "**Apartment Developer**") has (x) invested equity in the form of capital or services outlaid and (y) secured financing sufficient to demonstrate to the City's reasonable satisfaction that Apartment Developer has the ability to carry out, and is prepared to break ground on, the construction of the New Apartments, then the City hereby approves, and authorizes the City Manager to finalize, execute, and deliver on behalf of the City, without the need for further City Council approval, an economic incentive agreement with Apartment Developer that provides the following primary terms ("**Apartment Incentive Agreement**"):

(i) The New Apartments shall consist of a minimum of one hundred sixty (160) apartment units with a minimum total investment of fifty million dollars ($50,000,000.00).

(ii) Commencement of Construction on the New Apartments must occur no later than thirty (30) months following Final Completion of the Parking Structure.

(iii) No later than sixty (60) days before executing the Apartment Incentive Agreement, Apartment Developer shall apply to the Greeley Downtown Development Authority ("**DDA**") for the maximum tax increment incentive available for the New Apartments. Apartment Developer shall pursue such application in good faith to a final decision from the DDA.

(iv) The City shall contribute not less than $4,000,000.00 (the "**Apartment Development Incentive**") toward the development costs of the New Apartments as provided in this Agreement, provided, however, that the Apartment Development Incentive shall be reduced dollar-for-dollar by any contribution or incentive provided for construction of the New Apartments by the DDA; provided, further, that to the extent any such DDA contribution or incentive is payable to Apartment Developer in installments or otherwise over time rather than in a single lump sum, the amount of the reduction to the Apartment Development Incentive attributable to such deferred payments shall be equal to the net present value of such payments, calculated as of the date of the City's contribution using a discount rate of eight percent (8%) per annum.

(v) The City shall waive the Eligible Development Fees for the initial construction of the New Apartments up to an amount no greater than $27,500.00 per apartment unit (the "**New Apartment Fees Incentive**"); provided, however, for clarity, the following fees are not waived pursuant to the foregoing: 1) water and waste water plant investment fees; 2) storm drainage development fee; 3) fire development fee; and 4) police development fee (collectively, the "**Plant Improvement and Public Safety Fees**"). In the event the actual fees and taxes for the

initial construction of the New Apartments are greater than the New Apartment Fees Incentive, Apartment Developer shall pay the difference to the City, unless such difference is resolved pursuant to good faith negotiation as set forth in this Section 3.4(a)(v). For the avoidance of doubt, the City does not agree to waive, rebate, or refund any fees or taxes that may be due for construction, repair, or remodel of the New Apartments after the initial construction of the New Apartments. Further, no fees, dedications, or other payments shall be waived, rebated, or refunded with regard to required raw water dedications, water or sewer fees, or payments-in-lieu that may be required for water and/or wastewater service for the New Apartments, provided, however, that Apartment Developer shall be eligible for customary credits towards such costs based on the historical prior storm drainage development fees and water and wastewater plant investment fees (together, the "**Utility Impact Fee**") associated with the parcel(s) the New Apartments will occupy, in accordance with the Greeley Municipal Code. The City and Apartment Developer shall coordinate and work in good faith to maximize the allocation of the Utility Impact Fee credits towards the Utility Impact Fee imposed on the New Apartments and will negotiate in good faith to reconcile any Utility Impact Fee obligations remaining after application of such credits in a manner consistent with the Greeley Municipal Code, City utilities policies, and the overall intent of this Agreement, including reasonable requests from Apartment Developer for additional related incentives that may include waivers or alternative payment of fees not expressly waived herein; provided, however, that any such additional incentives not specified in this Agreement shall require further City approvals pursuant to the City's Economic Development Incentive Policy.

(vi) After Apartment Developer has funded its required capital contribution, at or before Commencement of Construction of the New Apartments but before Senior Lender makes its initial construction loan disbursement, the City shall deposit the Apartment Development Incentive in the deposit account described in the loan documents applicable to the New Apartment (the "**Apartment Construction Draw Account**") for administration and disbursement by the Senior Lender, provided that the Senior Lender has entered into a disbursement or intercreditor agreement satisfactory to the City. Senior Lender shall disburse funds in accordance with the applicable loan documents and the disbursement or intercreditor agreement by and between the City and Senior Lender, in a form reasonably acceptable to each of the City, Apartment Developer, and Senior Lender. If the Senior Lender does not enter into a disbursement or intercreditor agreement satisfactory to the City, the City will hold and disburse the funds in the Apartment Construction Draw Account in a manner consistent with this Agreement.

(b) Hotel. Provided that Greeley Hotel Partners, LLC or its Affiliate (the "**Hotel Developer**") has (x) invested equity in the form of capital or services outlaid and (y) secured financing sufficient to demonstrate to the City's reasonable satisfaction that Hotel Developer has the ability to carry out, and is prepared to break ground on, the construction of the Hotel, then the City hereby approves, and authorizes the City Manager to finalize, execute, and deliver on behalf of the City, without the need for further City Council approval, an economic incentive agreement with Hotel Developer that provides the following primary terms:

(i) The Hotel shall be a boutique hotel, reasonably consistent with comparable full-service hotels of similar quality, age, market position in the region, consisting of no less than eighty (80) rooms and a full-service restaurant containing no less than 3,000 square feet of restaurant and kitchen space. The Hotel shall have a minimum total investment of twenty-five million dollars ($25,000,000).

(ii) Commencement of Construction on the Hotel must commence within six (6) months of the Commencement of Construction of the New City Facility and be completed within twenty-four (24) months of the Commencement of Construction of the Hotel.

(iii) The City shall contribute not less than $4,700,000.00 (the "**Hotel Development Incentive**") toward the development costs of the Hotel as provided in this Agreement.

(iv) The City shall waive the Eligible Development Fees for the initial construction of the New Hotel up to an amount no greater than $19,155.00 per hotel room ("**Hotel Fees Incentive**"); provided, however, for clarity, the Plant Improvement and Public Safety Fees are not waived pursuant to the foregoing. In the event the actual fees and taxes for the initial construction of the Hotel are greater than the Hotel Fees Incentive, Hotel Developer shall pay the difference to the City, unless such difference is resolved pursuant to good faith negotiations as set forth in this Section 3.4(b)(iv). For the avoidance of doubt, the City does not agree to waive, rebate, or refund any fees or taxes that may be due for construction, repair, or remodel of the Hotel after the initial construction of the Hotel. Further, no fees, dedications, or other payments shall be waived, rebated, or refunded with regard to required raw water dedications, water or sewer fees, or payments-in-lieu that may be required for water and/or wastewater service for the Hotel, provided, however, that Hotel Developer shall be eligible for customary credits towards such costs based on the historical prior use of Utility Impact Fee associated with the parcel(s) the Hotel will occupy, in accordance with the Greeley Municipal Code. The City and Hotel Developer shall coordinate and work in good faith to maximize the allocation of the Utility Impact Fee credits towards the Utility Impact Fee imposed on the Hotel and will negotiate in good faith to reconcile any Utility Impact Fee obligations remaining after application of such credits in a manner consistent with the Greeley Municipal Code, City utilities policies, and the overall intent of this Agreement, including reasonable requests from Hotel Developer for additional related incentives that may include waivers or alternative payment of fees not expressly waived herein; provided, however, that any such additional incentives not specified in this Agreement shall require further City approvals pursuant to the City's Economic Development Incentive Policy.

(v) After Hotel Developer has funded its required capital contribution, at or before Commencement of Construction of the Hotel but before the Senior Lender makes its initial construction loan disbursement, the City shall deposit the Hotel Development Incentive in the deposit account described in the loan documents applicable to the Hotel (the "**Hotel Construction Draw Account**") for administration and disbursement by the Senior Lender, provided that the Senior Lender has entered into a disbursement or intercreditor agreement satisfactory to the City. Senior Lender shall disburse funds in accordance with the applicable loan documents and the disbursement or intercreditor agreement by and between the City and Senior Lender, in a form reasonably acceptable to each of the City, Hotel Developer, and Senior Lender. If the Senior Lender does not enter into a disbursement or intercreditor agreement satisfactory to the City, the City will hold and disburse the funds in the Hotel Construction Draw Account in a manner consistent with this Agreement.

(vi) Rebate one hundred percent (100%) of all lodging taxes collected by the Hotel for a period of up to ten (10) calendar years following the date of the Hotel's opening for business in an amount not to exceed One Million Five Hundred Five Thousand Nine Hundred Dollars ($1,505,900.00) ("**Lodging Tax Rebate**"). As a condition to receive the Lodging Tax Rebate, Hotel Developer must maintain majority ownership interest in and Control of the Hotel,

including the restaurant, as of the date the Lodging Tax Rebate becomes due. No Lodging Tax Rebate shall accrue or be payable for any period during which Hotel Developer does not own a majority ownership interest in and Control the Hotel.

(c) Purchase of Hotel Land. The City shall sell the Hotel Land to Hotel Developer for $200,000.00. Closing shall take place within 45 days after the later of the following events: (x) Hotel Developer receiving its building permit for the Hotel; and (y) Hotel Developer's demonstration, to the City's reasonable satisfaction, that it has secured financing sufficient to carry out, and is prepared to break ground on, the construction of the Hotel.

(d) Hotel Economic Incentive Eligibility Deadline. In the event Hotel Developer and the City do not execute the Hotel Economic Incentive Agreement as contemplated by this Section not later than thirty (30) days after Commencement of Construction on the New City Facility, then the incentive offer set forth in Section 3.4(b)-(c) will expire, Hotel Developer will not be entitled to any economic development incentive under this Agreement, and the City will be free to offer these incentives and the Hotel Land to any other third party on terms and conditions that the City deems proper in its sole discretion.

(e) Operations and Maintenance.

(i) Hotel Developer, the City, the School District, and the County shall negotiate in good faith an operations and maintenance agreement for the Parking Structure setting forth the proportionate share of operating, maintenance, and repair costs of each garage user, the hours for each garage user and the proportionate sharing of any revenue derived from the Parking Structure to offset operating, maintenance, and repair costs.

(ii) Hotel Developer, the City, and the School District, shall negotiate in good faith an operations and maintenance agreement for the City Plaza setting forth the extent of each party's obligation with regard to operation and maintenance of the City Plaza.

(f) Private Developers' Costs.

(i) The Parties acknowledge and agree that Hotel Developer, with respect to the Hotel, and Apartment Developer, with respect to the New Apartments, shall be responsible for all other costs associated with the respective development of the Hotel and New Apartments, including the satisfaction of any applicable raw water requirements.

(g) Hotel Developer and Apartment Developer shall not be responsible for any construction Hard Costs associated with the City Plaza.

ARTICLE 4
THE PROJECT WORK; HOTEL ACQUISITION

4.1 The Project Work. The City hereby selects General Contractor to be the City's general contractor for the Project Work pursuant to the terms of subsequent Design-Build Contracts. The Design-Build Contracts shall have mutually agreeable terms and conditions but shall (a) include the payment of a fee equal to four percent (4%) of the total contract amount to General Contractor, billed at set percentages of completion, (b) not be a cost-plus-a-percentage-of cost fee structure, and (c) be in a form that is otherwise substantially consistent with the terms of the PDA (and incorporate any design contracts that are applicable to such construction pursuant to

the PDA that have not been completed) and this Agreement. Prior to the City entering into any such Design-Build Contract for the development of the New City Facility, Development Manager shall provide the City with a list of additional value engineering measure options for the City's review and approval. The Parties acknowledge and agree that until the issuance of IFC drawings and plans, all designs for the Project Work shall be considered iterative, subject to change and revisions, and that such changes constitute reasonable grounds to request alterations to the Budget pursuant to Article 2 of this Agreement. The Parties agree to work in good faith to cause the Project Work that is completed pursuant to the Design-Build Contracts to be performed in accordance with the approved Project Schedule as set forth herein and on terms consistent with the Budget and this Agreement. Either Party and their agents, and Consultants may make reasonable entries upon, and inspections of, the Real Property and the Improvements in the performance of this Agreement and the Design-Build Contracts.

4.2 Project Construction Timing and Preconstruction.

(a) The Parties shall work cooperatively to execute Design-Build Contracts for the development of the New City Facility and City Plaza concurrently with the issuance of COPs. Each Design-Build Contract shall be either a stipulated sum or GMP (lump sum) agreement consistent with Section 4.1 above establishing a fixed contract price for the applicable project, subject only to adjustments authorized pursuant to the terms of the applicable Design-Build Contract and this Agreement.

(b) The City shall enter into a Preconstruction Services Agreement with General Contractor within thirty (30) days following the effective date of this Agreement for the New City Facility and City Plaza. The City shall also enter into a separate Preconstruction Services Agreement with General Contractor upon commencement of design services for the Parking Structure. Each Preconstruction Services Agreement shall provide for compensation to General Contractor in an amount equal to one-half percent (0.50%) of the estimated Hard Costs of the applicable improvements, payable monthly as services are performed and creditable against the General Contractor fee payable under the applicable Design-Build Contract.

(c) The Parties anticipate undertaking the Project Work for the completion of the Parking Structure during a later phase of development, and shall coordinate and work cooperatively to execute a Design-Build Contract for the same no later than June 30, 2027.

ARTICLE 5
TERM

5.1 Effective Date; Term.

(a) This Agreement must be approved by the City Council to be effective. Upon such approval, the Parties shall execute this Agreement, and the effective date will be the date of the last signature.

(b) Subject to Article 8 hereof, this Agreement shall be effective as provided under Section 5.1(a), and shall continue until Final Completion of the Project, unless sooner terminated as provided herein. Only those provisions of this Agreement that expressly survive the

termination or expiration hereof shall survive the expiration of the term hereof or the termination of this Agreement.

5.2 Duties Flowing From Termination. Upon the expiration or earlier termination of this Agreement for any reason, Development Manager shall promptly (i) execute and deliver to City such documents of transfer and assignment as may be reasonably required to vest in City to the extent possible all of Development Manager's rights under any and all contracts relating to the Project entered into by Development Manager in accordance with this Agreement and (ii) deliver to City all documents, materials, information, papers, drawings, plats, plans and other items in Development Manager's possession, or under its control, which relate in any way to Development Manager's duties under this Agreement; provided, however, that Development Manager's obligation to execute, transfer and deliver rights, documents, materials and other items for which undisputed, outstanding amounts are owed to Development Manager shall arise concurrently with the full payment of such undisputed, outstanding amounts. The terms of this Section 5.2 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6
COMPENSATION OF DEVELOPMENT MANAGER

6.1 Development Manager's Fee. For services performed by Development Manager and accepted by the City hereunder, Development Manager shall be paid the Development Manager's Fee, which Development Manager's Fee shall be earned by Development Manager and due and payable by the City pursuant to the schedule set forth on **Exhibit C** attached hereto.

6.2 General Expense Charges and Consultant's Fees. Furthermore, Development Manager shall be entitled to be reimbursed for its Consultant's fees and costs, to the extent such Consultant costs are identified in the Budget and to the extent such fees and costs are (a) consistent with the amount set forth in the Budget for the work performed by such Consultants, and (b) necessary or appropriate as determined by Development Manager in its reasonable discretion for the completion of the Project. The Consultant's fees shall be paid by the City to Development Manager in accordance with the procedures set forth herein, and the City acknowledges and agrees that any such fees reimbursed to Development Manager pursuant to this Section 6.2 shall be separate from, and shall not be applied against, Development Manager's Fees.

6.3 Termination of Agreement.

(a) If for any reason the City terminates this Agreement prior to paying Development Manager the Initial Fee Payment or the Guaranteed Development Manager Fee (as applicable), the City shall compensate Development Manager for its work performed and services rendered by paying to Development Manager a termination fee in the amount of ten percent (10%) of the cumulative Project Costs incurred (including those related to all PDA Activities completed prior to the effective date hereof pursuant to the PDA) as of the earlier of the termination of this Agreement or the delivery of a notice of termination; provided, however, that in no event shall the termination fee be greater than the Guaranteed Development Manager Fee. If the City terminates this Agreement for cause pursuant to Section 8.1 below, the Development Manager's Fee shall be calculated as provided in **Exhibit C** attached hereto, and the City shall pay the same within thirty (30) days after receipt of Development Manager's invoice therefor, and Development Manager

shall forfeit any portion of the Development Manager's Fee remaining unearned as of the date of such termination, determined on a *pro rata* basis.

(b) In addition to the rights and remedies set forth in Article 8 hereof, if Development Manager terminates this Agreement as provided for in Section 8.2, then Development Manager may deliver an invoice to the City for the greater of (a) the unpaid portion, if any, of the Development Manager's Fee that has been earned by Development Manager in accordance with **Exhibit C** attached hereto as of the date of termination, or (b) the Guaranteed Development Manager Fee, and the City shall pay the same within thirty (30) days after receipt of Development Manager's invoice therefor.

(c) The terms and provisions of this Section 6.3 shall survive the expiration or earlier termination of this Agreement.

6.4 Funds Availability. The City's financial obligations under this Agreement are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the City and upon the receipt of proceeds of the Financing. If such funds are not made available by or received by the City, either Party may terminate this Agreement and such termination shall not constitute a breach of this Agreement.

ARTICLE 7
INSURANCE

7.1 Insurance.

(a) *Development Manager's Insurance*. At all times during the term of this Agreement, Development Manager shall, at its own cost and expense obtain and maintain the following insurance:

(i) Commercial General Liability with combined single limits for bodily injury and property damage, of not less than $1,000,000 per occurrence and $2,000,000 aggregate;

(ii) Excess Umbrella Liability Insurance with limits of not less than $4,000,000 per occurrence and $4,000,000 aggregate.

(b) *General Insurance Obligations*. All insurance required under this Section 7.1 shall be effected under valid enforceable policies issued by insurers of recognized responsibility. Development Manager shall deliver to the City certificates of insurance of all policies and renewals thereof to be maintained hereunder within a reasonable time after City's written request; which certificate(s) shall specify that at least thirty (30) days prior written notice of any cancellation or modification is required; and shall provide the City written notice at least thirty (30) days prior to changing insurance carriers or cancellation of any policy; provided, however, that the notification hereinabove required shall not relieve Development Manager of its obligation to maintain continuously in effect the types and amounts of insurance specified above. The insurance certificates provided by Development Manager to the City shall evidence the required insurance coverage and name City as an additional insured under its Commercial General Liability and Umbrella Liability insurance policies.

ARTICLE 8
DEFAULTS AND REMEDIES

8.1 Development Manager Default; Remedies.

(a) *Development Manager Default*. "**Development Manager Default**" shall mean the occurrence of any of the following events:

(i) the failure of Development Manager to fulfill any of the covenants, undertakings, obligations or conditions of Development Manager set forth in this Agreement and the continuance of any such failure for a period of thirty (30) days after written notice thereof from City to Development Manager (unless the failure involves a hazardous condition or danger to the public health or welfare, which shall be cured immediately); provided, however, that if Development Manager shall within such 30-day period commence action to cure such failure but is unable, by reason of the nature of the performance required, to cure same within such period, and if Development Manager proceeds thereafter diligently to achieve such cure, Development Manager shall not be in default hereunder, until the expiration of a period of time as may be determined jointly by the parties to be reasonably necessary to cure such failure;

(ii) the filing by Development Manager of a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy or similar creditor relief law or the consent to an involuntary petition in bankruptcy;

(iii) the entering of an order, judgment or decree with respect to Development Manager by any court of competent jurisdiction, on the application of a creditor, adjudicating Development Manager as bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee, conservator or liquidator of all or a substantial part of such party's assets and such order, judgment or decree remains in effect for more than sixty (60) days; or

(iv) fraud or a material misrepresentation on the part of Development Manager.

(b) *City's Remedies*. In the event of a Development Manager Default, City shall have the right to terminate this Agreement and/or exercise any other remedies that may be available at law or in equity, upon fifteen (15) business days prior written notice to Development Manager. Upon termination of this Agreement pursuant to this Section 8.1, all duties and authorities of Development Manager under this Agreement shall be immediately terminated.

(c) *Limitations*. Notwithstanding anything to the contrary set forth in this Agreement, Development Manager shall not be in default, nor shall the City have any right to exercise any of its remedies for a Development Manager Default, if such Development Manager Default is caused by a default or breach by City hereunder.

8.2 City Default; Remedies.

(a) *City Default*. "**City Default**" shall mean any of the following events:

(i) the failure of City to (A) pay to Development Manager any properly invoiced, undisputed amount becoming due and payable hereunder, or (B) approve the payment

of any properly invoiced, undisputed Project Costs becoming due and payable hereunder, as provided in Section 3.3 above, within thirty (30) days after written notice from Development Manager of such failure (unless such delay is the result of City's inability to obtain funds from the Trustee);

(ii) the failure of the City to comply with any material provision of this Agreement other than a payment under Section 8.2(a)(i) above, and the continuance of such failure for thirty (30) days after written notice thereof from Development Manager to the City; provided, however, that if the City shall within such 30-day period commence action to cure such failure but is unable, by reason of the nature of the performance required, to cure same within such period, and if the City proceeds thereafter diligently to achieve such cure, the City shall not be in default hereunder, until the expiration of a period of time as may be determined jointly by the parties to be reasonably necessary to cure such failure.

(b) *Development Manager's Remedies*. In the event of a City Default, Development Manager shall have the right to terminate this Agreement and/or exercise any other remedies that may be available at law or in equity, upon fifteen (15) business days prior written notice to City. During the continuance of any City Default, Development Manager may also suspend Development Manager's performance under this Agreement, and any such suspension by Development Manager shall not constitute a breach of this Agreement, nor shall it affect Development Manager's right to earn the Development Manager's Fee, or any portion thereof; provided, however, that Development Manager shall not earn any portion of the Development Manager's Fee during such time as Development Manager's performance is suspended.

8.3 Liability Survives Termination. The termination of this Agreement by either Development Manager or the City by reason of default by the other party, as aforesaid, shall not relieve either party of any of its obligations theretofore accrued under this Agreement prior to the effective date of such termination.

8.4 Cumulative Remedies. Notwithstanding the provisions of this Article 8, the rights and remedies of either Party under this Agreement with respect to the occurrence of a Development Manager Default or City Default (as applicable) are cumulative with, and in addition to, any other right or remedy available to such Party at law, in equity, or both.

8.5 No Personal Liability. In no event shall any member, manager, director, officer, employee, representative, attorney, or agent of a Party hereto, or any Affiliates, have any personal liability for the performance of such Party's obligations under this Agreement.

ARTICLE 9
GENERAL PROVISIONS

9.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be delivered to the receiving party at the address below by (a) personal delivery (including by means of professional messenger service); (b) nationally recognized overnight courier; (c) registered or certified mail, postage prepaid, return receipt requested; or (d) electronic mail, or electronic transmission of a pdf document followed by delivery of a hard copy through one of the methods outlined in (a) through (c) above, and shall be deemed received upon the date of receipt thereof.

If to Development Manager: Richmark Vertikal, LLC
Attention: Adam Frazier
5200 W. 20th Street
Greeley, CO 80634
Telephone No.: (970) 420-7537
Email: adam@richmarkcompanies.com;
cc: walker@vertikalco.com

with copies to: Brownstein Hyatt Farber Schreck, LLP
Attention: Carolynne White
675 15th Street
Suite 5900
Denver, CO 80202
Telephone No.: (303) 223-1100
Email: cwhite@bhfs.com

If to the City:
City Manager
City of Greeley
1000 10th Street
Greeley CO 80631
Telephone No.: (970) 350-9741
Brian.mcbroom@greeleygov.com

With copies to
City Attorney
City of Greeley
1100 10th St, Suite 401
Greeley CO 80631
Telephone No.: (970) 350-9757
CityAttorney@greeleygov.com

Deputy City Manager
City of Greeley
1000 10th Street
Greeley CO 80631
Telephone No.: (970) 350-9702
kelli.johnson@greeleygov.com

Notice of change of address shall be given by written notice in the manner detailed in this Section 9.1.

9.2 Captions. The headings, titles and captions contained in this Agreement are for convenience only and shall not affect the meaning of the provisions hereof, and shall neither restrict nor amplify the provisions hereof.

9.3 Entire Agreement; Amendment; Modification. This Agreement constitutes the entire understanding of the Parties regarding the subject matter hereof and may be amended only

by written agreement signed by both Parties. The Parties agree that **Schedule 1**, **Exhibit B-1** and **Exhibit B-2** to this Agreement may be updated or modified with the prior written consent of each Party without the need to amend this Agreement. No waiver or modification of this Agreement shall be binding upon the Parties other than by a writing signed by a duly authorized representative from each of the Parties hereto. Notwithstanding the foregoing, the City agrees that the City Representative shall have sole discretion and authority to approve on behalf of the City amendments or modifications to this Agreement that do not materially alter the obligations contained herein.

9.4 Severable Provisions. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, the provision in question to any other extent, and the application thereof to any other person or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9.5 Governing Law. This Agreement shall be governed by the laws of the State of Colorado, without regard to the principles of conflicts of law. DEVELOPMENT MANAGER AND THE CITY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN THE DISTRICT COURT OF WELD COUNTY, COLORADO, WHICH SHALL BE THE EXCLUSIVE VENUE FOR ALL SUCH ACTIONS. DEVELOPMENT MANAGER AND THE CITY EACH HEREBY WAIVES ANY CLAIM THAT THE AGREED VENUE IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. DEVELOPMENT MANAGER AND THE CITY (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

9.6 Waiver of Rights. Acceptance by either Development Manager or the City of any payment made by the other party hereunder shall constitute neither a waiver of the right of such recipient to contest whether or not the full amount due shall have been paid, nor a waiver of any other rights hereunder. Failure by either Development Manager or the City to complain of any action, non-action, or default of the other party shall not constitute a waiver of any rights hereunder, nor shall the waiver of any right occasioned by a default in any one or more instances constitute a waiver of any right occasioned by either a subsequent default of the same obligation or by any other default.

9.7 U.S. Funds. All sums and amounts payable or to be payable pursuant to the provisions of this Agreement shall be payable in coin or currency of the United States which, at the time of payment, is legal tender for the payment of public and private debts.

9.8 Assignment. The City shall not assign this Agreement and any attempted assignment in violation of this provision shall be null and void ab initio and of no force and effect. The Development Manager shall not assign this Agreement without the prior written consent of the City and any attempted assignment in violation of this provision shall be null and void ab initio

and of no force and effect; except that Development Manager shall have the right to assign this Agreement to its Affiliates without the City's consent.

9.9 Binding Nature. This Agreement shall, except as otherwise herein expressly provided, be binding upon and inure to the benefit of the City and Development Manager and their respective successors and permitted assigns.

9.10 Time is of the Essence. Time is of the essence of each and every provision herein contained.

9.11 Event Date. If any date upon which performance is to be rendered by either party falls upon a weekend, legal holiday, or a date on which the City's offices are closed, such performance shall be deemed to be timely if it is rendered or performed on the next following business day.

[signature page follows]

IN WITNESS WHEREOF, City and Development Manager have executed this Agreement as of the latest date of execution

CITY OF GREELEY, COLORADO

APPROVED AS TO SUBSTANCE:

By_____
Name:_____
Title:_____

Date:_____

APPROVED AS TO FUNDS:

By_____
Name:_____
Title:_____

Date:_____

APPROVED AS TO LEGAL FORM:

By_____
Name:_____
Title:_____

Date:_____

[*Development Manager Signature on Following Page*]

DEVELOPMENT MANAGER:

RICHMARK VERTIKAL, LLC
a Colorado limited liability company

By: _____
Name: _____
Title: _____

Date:_____

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

EXHIBIT A: DESCRIPTION – PARCEL 1

A parcel of land being a portion of the North Half of Block 76, Map of Greeley, recorded March 28, 1887, as Reception No. 24640 of the Records of Weld County and situate within Section Five (5), Township Five North (T.5N.), Range Sixty-five West (R.65W.) of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado, said parcel being more particularly described as follows.

COMMENCING at the Northeast corner of the North Half of Block 76, Map of Greeley and assuming the North line of said North Half of Block 76 as bearing North 89° 31' 08" West a distance of 402.31 feet with all bearings contained herein relative thereto;

THENCE South 00° 26' 52" West along the East line of the North Half of Block 76 a distance of 100.00 feet;
THENCE North 89° 31' 08" West a distance of 80.50 feet;
THENCE South 45° 31' 35" West a distance of 28.31 feet;
THENCE South 00° 25' 55" West a distance of 70.42 feet to the South line of the North Half of Block 76;
THENCE North 89° 31' 09" West along the South line of the North Half of Block 76 a distance of 226.18 feet;
THENCE North 00° 23' 48" East a distance of 190.42 feet to the North line of the North Half of Block 76;
THENCE South 89° 31' 08" East along the North line of the North Half of Block 76 a distance of 326.87 feet to the Northeast corner of the North Half of said Block 76 and to the **POINT OF BEGINNING.**

The above-described parcel of land contains 53,336 square feet or 1.22 acres, more or less (±).

EXHIBIT A: DESCRIPTION – PARCEL 2

A parcel of land being a portion of the North Half of Block 77, Map of Greeley, recorded March 28, 1887, as Reception No. 24640 of the Records of Weld County and situate within Section Five (5), Township Five North (T.5N.), Range Sixty-five West (R.65W.) of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado, said parcel being more particularly described as follows.

BEGINNING at the Northwest corner of the North Half of Block 77, Map of Greeley and assuming the North line of said North Half of Block 77 as bearing South 89° 32' 36" East a distance of 401.82 feet with all bearings contained herein relative thereto;

THENCE South 89° 32' 36" East along said North line of the North Half of Block 77 a distance of 222.47 feet;
THENCE South 00° 26' 52" West a distance of 79.96 feet;
THENCE South 89° 31' 55" East a distance of 85.47 feet;
THENCE South 00° 29' 19" West a distance of 110.49 feet to the South line of the North Half of Block 77;
THENCE North 89° 33' 49" West along the South line of the North Half of Block 77 a distance of 307.86 feet to the Southwest corner of the North Half of Block 77;
THENCE North 00° 26' 52" East along the West line of the North Half of Block 77 a distance of 190.58 feet to the Northwest corner of the North Half of Block 77 and to the **POINT OF BEGINNING**

The above-described parcel of land contains 51,831 square feet or 1.19 acres, more or less (±).

EXHIBIT A: DESCRIPTION – PARCEL 3

A parcel of land being a portion of the South Half of Block 77, Map of Greeley, recorded March 28, 1887, as Reception No. 24640 of the Records of Weld County and situate within Section Five (5), Township Five North (T.5N.), Range Sixty-five West (R.65W.) of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado, said parcel being more particularly described as follows.

COMMENCING at the Northwest corner of the North Half of Block 77, Map of Greeley and assuming the North line of said North Half of Block 77 as bearing South 89° 32' 36" East a distance of 401.82 feet with all bearings contained herein relative thereto;

THENCE South 00° 26' 52" West along the West line of Block 77 a distance of 215.58 feet to a line parallel with and 5.00' Southerly of the North line of the South Half of Block 77;
THENCE South 89° 33' 49" East along said parallel line a distance of 238.00 feet to the **POINT OF BEGINNING.**

THENCE South 89° 33' 49" East continuing along said parallel line a distance of 113.44 feet;
THENCE South 00° 28' 55" West a distance of 55.46 feet;
THENCE North 89° 35' 01" West a distance of 50.21 feet;
THENCE South 00° 28' 32" West a distance of 130.00 feet;
THENCE North 89° 35' 01" West a distance of 63.03 feet;
THENCE North 00° 24' 59" East a distance of 185.50 feet to a line parallel with and 5.00' Southerly of the North line of the South Half of Block 77 and to the **POINT OF BEGINNING.**

The above-described parcel of land contains 14,494 square feet or 0.33 acre, more or less (±).

EXHIBIT A: DESCRIPTION – PARCEL 4

A parcel of land being a portion of the North Half of Block 77, Map of Greeley, recorded March 28, 1887, as Reception No. 24640 of the Records of Weld County and situate within Section Five (5), Township Five North (T.5N.), Range Sixty-five West (R.65W.) of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado, said parcel being more particularly described as follows.

COMMENCING at the Northwest corner of the North Half of Block 77, Map of Greeley and assuming the North line of said North Half of Block 77 as bearing South 89° 32' 36" East a distance of 401.82 feet with all bearings contained herein relative thereto;

THENCE South 89° 32' 36" East along said North line of the North Half of Block 77 a distance of 222.47 feet to the **POINT OF BEGINNING.**

THENCE South 89° 32' 36" East continuing along the North line of the North Half of Block 77 a distance of 179.35 feet to the Northeast corner of the North Half of Block 77;
THENCE South 00° 29' 19" West along the East line of the North Half of Block 77 a distance of 190.44 feet to the Southeast corner of the North Half of Block 77;
THENCE North 89° 33' 49" West along the South line of the North Half of Block 77 a distance of 93.82 feet;
THENCE North 00° 29' 19" East a distance of 110.49 feet;
THENCE North 89° 31' 55" West a distance of 85.47 feet;
THENCE North 00° 26' 52" East a distance of 79.96 feet to the North line of the North Half of Block 77 and to the **POINT OF BEGINNING.**

The above-described parcel of land contains 24,706 square feet or 0.57 acre, more or less (±).

EXHIBIT A: DESCRIPTION – PARCEL 5

A parcel of land being the South Half of Block 76, Map of Greeley, recorded March 28, 1887, as Reception No. 24640 of the Records of Weld County and situate within Section Five (5), Township Five North (T.5N.), Range Sixty-five West (R.65W.) of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado, said parcel being more particularly described as follows.

BEGINNING at the Northeast corner of the South Half of Block 76, Map of Greeley and assuming the North line of said South Half of Block 76 as bearing North 89° 31' 09" West a distance of 401.69 feet with all bearings contained herein relative thereto;

THENCE South 00° 26' 52" West along the East line of the South Half of Block 76 a distance of 190.42 feet to the Southeast corner of the South Half of Block 76;
THENCE North 89° 31' 10" West along the South line of the South Half of Block 76 a distance of 401.14 feet to the Southwest corner of the South Half of Block 76;
THENCE North 00° 16' 51" East along the West line of the South Half of Block 76 a distance of 190.42 feet to the Northwest corner of the South Half of Block 76;
THENCE South 89° 31' 09" East along said North line of the South Half of Block 76 a distance of 401.69 feet to the Northeast corner of the South Half of Block 76 and to the **POINT OF BEGINNING**

The above-described parcel of land contains 76,436 square feet or 1.75 acres, more or less (±).

[The remainder of this page intentionally left blank]

EXHIBIT B-1

SCOPE OF DEVELOPMENT MANAGER SERVICES

The following sets forth a description of the Development Manager Services to be provided by Development Manager, or General Contractor, on behalf of and as a representative of City in connection with the Project. Any Development Manager Services not expressly addressed in a forthcoming agreement between General Contractor and the City shall be attributed to Development Manager. All defined terms used in this **Exhibit B-1** and not otherwise defined shall have the meanings given to such terms in the Agreement to which this **Exhibit B-1** is attached and forms a part.

1. Completion of Predevelopment Activities:

Development Manager shall be authorized on behalf of the Parties to engage third parties and Consultants, conduct inspections of prospective properties, negotiate terms for acquiring properties necessary for the Project, and negotiate the terms of the Land Trade Agreement (defined below) with the County and School District. For the avoidance of doubt, in addition to any actions expressly outlined or detailed as individual line items on the Pre-Development Budget (as set forth in the PDA), the Development Manager is authorized to undertake reasonable pre-development activities including, without limitation, the following:

a. performing or causing to be performed the testing, physical examinations, studies, and analysis (including but not limited to surveys, environmental testing, soil and geological testing, asbestos testing, yield studies, and preliminary site plans and renderings) on prospective properties as Development Manager or the City reasonably determines to be necessary for the evaluation of such property's suitability for the Project (the "**PDA Due Diligence**");
b. engaging any Consultants (together with Development Manager, its members, and its Affiliates, collectively the "**PDA Consultants**") necessary, in Development Manager's reasonable discretion at reasonable market rates, to perform the PDA Due Diligence and other pre-development activities; provided that (i) Development Manager shall provide the City with notice of each proposed PDA Consultant, (ii) the PDA Consultant's rates are not to exceed the amount to be paid under the proposed contract, (iii) the City may object to the engagement of any PDA Consultant by providing a written objection within 10 business days to Development Manager specifying with reasonable detail its objections to such Consultant, and (iv) Development Manager may not engage any PDA Consultant to which the City has objected unless such objection is later waived by the City;
c. in consultation with the City, directing the PDA Consultants' work;
d. producing or causing the production of development plans and architectural drawings for the Project;
e. negotiating on behalf of the Parties the terms of one or more additional development agreements with the County and/or School District (collectively, the "**Land Trade**

Agreement") providing for either one or both of the (i) New Justice Center and (ii) New School Facility to be developed within the Project;

f. negotiating for the acquisition of real property as necessary to develop the Project; and
g. performing or causing to be performed any approved pre-development construction, demolition, and abatement work (items (a) through (f), are collectively the "**PDA Activities**").

Development Manager shall perform the PDA Activities that Development Manager reasonably determines are necessary, or which the City may reasonably request, for the negotiation of any Land Trade Agreement. Any Land Trade Agreement or real estate transactions negotiated by Development Manager on behalf of the City are subject to approval by the City Manager, and Development Manager is not authorized to execute any such agreement or transaction on behalf of the City.

Notwithstanding the foregoing, all PDA Activities or other performance pursuant to this Agreement shall be subject to the Pre-Development Budget and may not exceed such budget or the Pre-Development Budget Cap without the prior written approval of the City.

2. Design Services:

a. Negotiate and manage the design service agreements on behalf of City.
b. Manage design process by reviewing drawings and specifications through the design phases of program development, schematic design, design development, construction documents and construction administration as required under design agreements.
c. Reconcile drawings and specifications during the pricing processes to assure contractor's and sub-contractor's understanding of construction documents.
d. Guide the City's program requirements through schematic design, design development, and construction documents.
e. Manage the interior design process.
f. Conduct regular briefings with selected City staff to provide updates on the core and shell design and construction, as well as to receive any necessary approvals following each design phase.
g. Evaluate proposed building services and systems.

3. Construction Services:

a. Negotiate and manage the construction contracts on behalf of the City, including, without limitation, a schedule that specifies the substantial completion date.
b. Following establishment of the fixed contract amount at the design development phase and prior to issuance of "Issued for Construction" ("**IFC**") documents, recommend reasonable design refinements, scope adjustments, value engineering measures, and constructability-driven modifications necessary to maintain consistency with the Budget, provided such modifications do not materially diminish the City's core programmatic objectives.

c. Serve as the City's on-site agent or authorized representative with regards to managing the construction process.
d. Oversee, coordinate and manage all construction team members, such as architects, contractors, consultants and vendors.
e. Ensure completion of performance specifications for construction that will more precisely identify the level of quality that the City requires.
f. Evaluate construction means and methods decisions made during the development of the design in order to track the resulting impact to anticipated Project Costs, while recording appropriate qualifications and assumptions.
g. Manage the construction process, including sequencing of work, quality control, specification compliance, and third-party testing and inspections.
h. Implement, manage and approve, with concurrence of the City, the engineering process.
i. Coordinate with the City on all recommended drawing modifications and changes.
j. Receive, disseminate, and approve or handle, as appropriate, quality control reports, field reports, and testing and inspection documents, specific contractor submittals, requests for design change documents, consultant's specification compliance reports, change order requests, and other construction related documents.
k. Conduct all punch list inspections.

[The remainder of this page intentionally left blank]

EXHIBIT B-2

CITY'S REQUIREMENTS AND SPECIFICATIONS

GREELEY CITY HALL DD SET dated May 1, 2026, prepared by Dale Partners and delivered to the City's representatives on May 4, 2026

CIVIL CONSTRUCTION PLANS (SUB2025-0029) dated July 9, 2026, prepared by Ombre and delivered to the City's representatives on July 10, 2026

SITE PLANS (SPR2026-001) dated July 15, 2026, prepared by Ombre and delivered to the City's representatives on July 16, 2026

EXHIBIT C

FEE SCHEDULE

1. The "**Development Manager's Fee**" shall be an amount equal to five percent (5%) of the total Hard Costs provided for in the Budget, which is estimated based on the Budget to be in the amount of $3,429,771.00.

2. The Development Manager's Fee shall be due and payable as follows: (i) from mutual execution of this Agreement until the COPs Issuance Date, (x) five percent (5%) of Project Costs incurred up to the last date this Agreement is executed by a Party and (y) monthly payments equal to five percent (5%) of project costs incurred after mutual execution of this Agreement (together the "**Pre-Development Fee**"), (ii) after the COPs Issuance Date, (x) fifty percent (50%) of the total Development Manager's Fee (the "**Initial Fee Payment**") less the Pre-Development Fee, and (y) fifty percent (50%) of the total Development Manager's Fee in equal monthly installments each month thereafter, with true ups every six (6) months, commencing on the COPs Issuance Date and ending at the termination of this Agreement. Each installment of the Development Manager's Fee, when received, shall be applied against the total Development Manager's Fee provided above in *paragraph 1*.

3. Notwithstanding anything contained herein to the contrary, in the event that (a) the COPs Issuance Date has not occurred on or prior to December 31, 2026, or (b) the City has not appropriated $3,000,000 of additional funding (the "**Gap Funding**") on or prior to September 1, 2026, then a payment equal to ten percent (10%) of the Project Costs that have been incurred as of such date pursuant to the terms of (i) this Agreement and (ii) the PDA, less the Pre-Development Fee, plus all reasonable design and engineering costs directly incurred by Apartment Developer or Hotel Developer (the "**Guaranteed Development Manager Fee**") shall become due and payable. The City shall pay the same within thirty (30) days of receipt of Development Manager's invoice therefor. Any Guaranteed Development Manager Fee amount paid to Development Manager shall be fully applicable to the Initial Fee Payment and the total Development Manager's Fee.

4. The final month's payment shall be adjusted and reconciled to the actual remaining balance of the Development Manager's Fee.

[The remainder of this page intentionally left blank]

SCHEDULE 1

THE BUDGET

Muncipal Campus P3 - Greeley, CO 7/28/2026

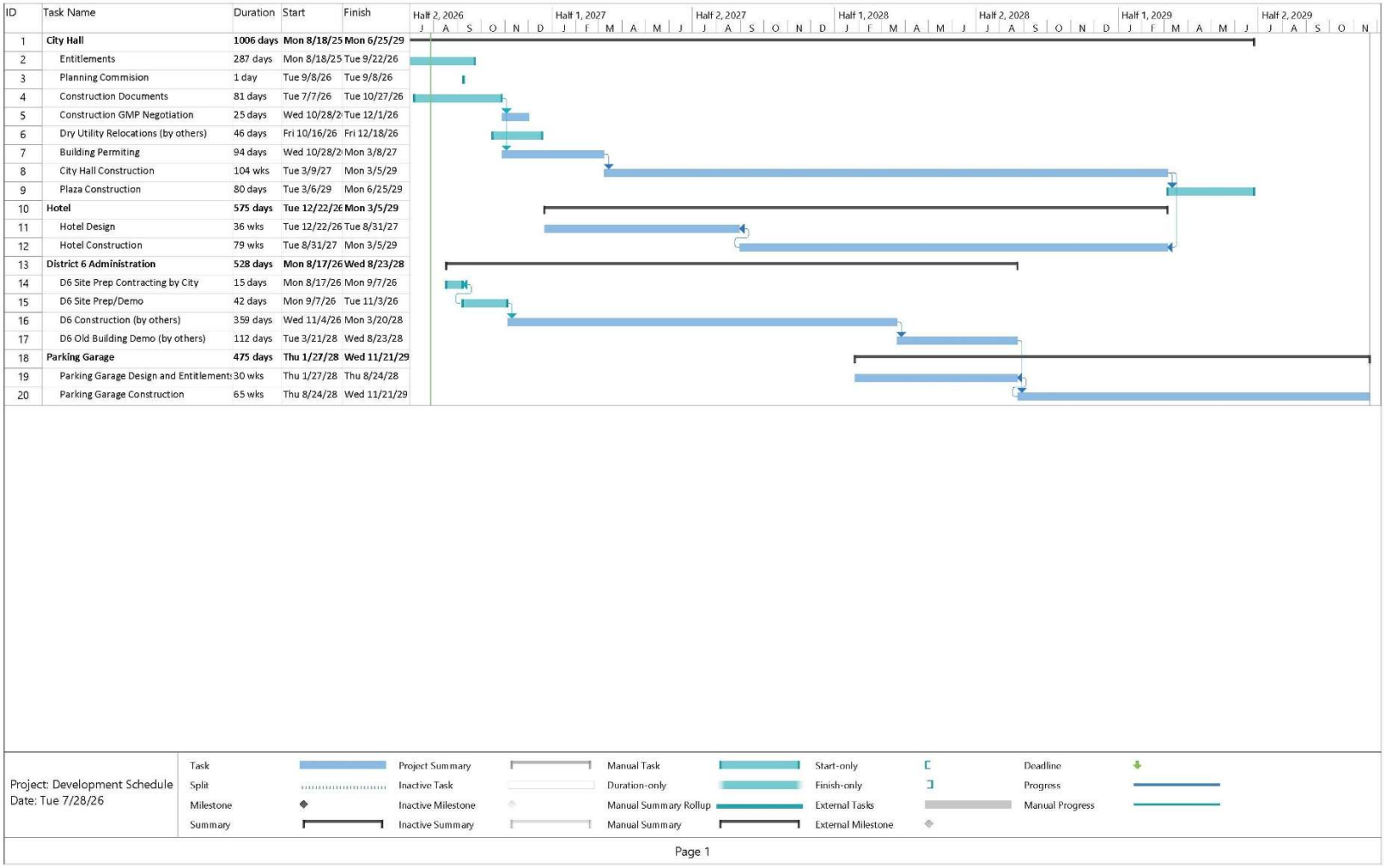
City Hall - Budget

			City Hall W/O Garage
Total Land Costs			**$3,635,166**
1	**Core Shell**	**$**	**49,430,465**
2	**Tenant Finish**		**Inc. Above**
3	**FF&E (By Occupant)**	**$**	**4,500,000**
4	**1% for Art**	**$**	**500,000**
5	**Plaza**	**$**	**4,736,954**
6	**Insurance/Bonds/GC Fee**	**$**	**3,528,000**
7	**GC Contingency**	**$**	**5,900,000**
Total Hard Costs			**$68,595,419**
8	**Soft Costs**		
9	A&E	$	2,746,913
10	3rd Party Reports & Consultants	$	136,591
11	Insurance		
12	Title (inc Draw Downs, etc.)	$	-
13	Developer Fees	$	3,429,771
14	Proj Management	$	468,000
15	Legal	$	70,248
16	Property Tax		
17	Materials Testing	$	96,823
18	City Development Fees	$	763,098
19	Permit Fee (Included Above)		
20	Water & Sewer PIFS	$	337,245
21	Raw Water (office only $/sf)	$	-
22	Misc. Soft Cost	$	60,213
23	Contingency	$	3,429,771
Total Soft Costs			**$11,538,674**
Total Unlevered Costs			**$83,769,259**

[The remainder of this page intentionally left blank]

SCHEDULE 2

THE PRELIMINARY SCHEDULE



ID	Task Name	Duration	Start	Finish
1	**City Hall**	**1006 days**	**Mon 8/18/25**	**Mon 6/25/29**
2	Entitlements	287 days	Mon 8/18/25	Tue 9/22/26
3	Planning Commision	1 day	Tue 9/8/26	Tue 9/8/26
4	Construction Documents	81 days	Tue 7/7/26	Tue 10/27/26
5	Construction GMP Negotiation	25 days	Wed 10/28/2	Tue 12/1/26
6	Dry Utility Relocations (by others)	46 days	Fri 10/16/26	Fri 12/18/26
7	Building Permiting	94 days	Wed 10/28/2	Mon 3/8/27
8	City Hall Construction	104 wks	Tue 3/9/27	Mon 3/5/29
9	Plaza Construction	80 days	Tue 3/6/29	Mon 6/25/29
10	**Hotel**	**575 days**	**Tue 12/22/26**	**Mon 3/5/29**
11	Hotel Design	36 wks	Tue 12/22/26	Tue 8/31/27
12	Hotel Construction	79 wks	Tue 8/31/27	Mon 3/5/29
13	**District 6 Administration**	**528 days**	**Mon 8/17/26**	**Wed 8/23/28**
14	D6 Site Prep Contracting by City	15 days	Mon 8/17/26	Mon 9/7/26
15	D6 Site Prep/Demo	42 days	Mon 9/7/26	Tue 11/3/26
16	D6 Construction (by others)	359 days	Wed 11/4/26	Mon 3/20/28
17	D6 Old Building Demo (by others)	112 days	Tue 3/21/28	Wed 8/23/28
18	**Parking Garage**	**475 days**	**Thu 1/27/28**	**Wed 11/21/29**
19	Parking Garage Design and Entitlement	30 wks	Thu 1/27/28	Thu 8/24/28
20	Parking Garage Construction	65 wks	Thu 8/24/28	Wed 11/21/29

[The remainder of this page intentionally left blank]

Council Agenda Summary

August 4, 2026
Key Staff Contact: Donald Threewitt, Interim Director of Community Development

Title:

Resolution authorizing the City of Greeley to provide fire protection services to the Cache Annexation and directing the City Attorney to commence a court action to exclude the properties from the Windsor-Severance Fire Protection District

Summary:

During 2021, the City of Greeley annexed property that previously received fire services from the Windsor-Severance Fire Protection District (the "District"), in Ordinance No. 24, 2021.

This 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 the property from taxation by the District and thus prevent double taxation on the property.

This resolution, if adopted, will provide the necessary authority for the City Attorney's Office to institute an action for the fire district exclusion as well as to authorize the City to provide such fire protection services. Per the Charter, the City Attorney has negotiated the terms of this exclusion with counsel for the District.

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

CITY OF GREELEY, COLORADO
RESOLUTION NO. 106, 2026

A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO PROVIDE FIRE PROTECTION SERVICE TO THE CACHE ANNEXATION, AND DIRECTING THE CITY ATTORNEY TO COMMENCE A COURT ACTION TO EXCLUDE 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, by Ordinance No. 24, 2021; 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 the territory from its jurisdiction; and

WHEREAS, the owner of the 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 these properties 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, Ordinance No. 24, 2021.

Section 2. That pursuant to Section 6-3 of the Greeley Charter, the City Council hereby authorizes the City Attorney to file an appropriate Petition and any attachments, and institute a Court action to exclude the property from the 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 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: _____ **By:_____**
City Clerk **Mayor**

Council Agenda Summary

August 4, 2026
Key Staff Contact: Donald Threewitt, Interim Director of Community Development

Title:

Resolution authorizing the City of Greeley to provide fire protection services to the Seeley Lake Annexation and the Willow Vista Annexation and directing the City Attorney to commence a court action to exclude the properties from the Eaton Fire Protection District

Summary:

During 2023 and 2025, the City of Greeley annexed two properties that previously received fire services from the Eaton Fire Protection District (the "District"). Due to the size and locations of the parcels, both the Seeley Lake Annexation and the Willow Vista Annexation were annexed by serial applications, as follows:

1. Ordinance 22, 2023 (Seeley Lake Annexation No. 1),
2. Ordinance 23, 2023 (Seeley Lake Annexation No. 2),
3. Ordinance 24, 2023 (Seeley Lake Annexation No. 3),
4. Ordinance 25, 2023 (Seeley Lake Annexation No. 4),
5. Ordinance 26, 2023 (Seeley Lake Annexation No. 5),
6. Ordinance 24, 2025 (Willow Vista Annexation No. 1),
7. Ordinance 25, 2025 (Willow Vista Annexation No. 2),
8. Ordinance 26, 2025 (Willow Vista Annexation No. 3.)

These newly annexed areas now receive 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 this exclusion with counsel for the District.

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

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, AND DIRECTING THE CITY ATTORNEY TO COMMENCE A COURT ACTION TO EXCLUDE THE PROPERTIES FROM THE EATON FIRE PROTECTION DISTRICT

WHEREAS, the City of Greeley has annexed territories which were formerly provided with fire protection by the Eaton Fire Protection District, consisting of the Seeley Lake Annexation, Ordinances No. 22 through 26, 2023, and the Willow Vista Annexation, Ordinances No. 24 through 26, 2025; and

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

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

WHEREAS, the owner of these territories 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 these properties 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 territories specified as the Seeley Lake Annexation, Ordinances No. 22 through 26, 2023, and the Willow Vista Annexation, Ordinances No. 24 through 26, 2025.

Section 2. That pursuant to Section 6-3 of the Greeley Charter, the City Council hereby authorizes the City Attorney to file an appropriate Petition and any attachments, and institute a Court action to exclude these properties 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: _____ **By:_____**
City Clerk **Mayor**

Council Agenda Summary

August 4, 2026
Key Staff Contact: Donald Threewitt, Interim Director of Community Development

Title:

Resolution authorizing the City of Greeley to provide fire protection services to the Schmerge and Kinnison Annexations and directing the City Attorney to commence a court action to exclude the property from the Windsor-Severance Fire Protection District

Summary:

During 2021, the City of Greeley annexed properties that previously received fire services from the Windsor-Severance Fire Protection District (the "District"), in Ordinance No. 28, 2025 ("Schmerge Annexation"), and Ordinance No. 29, 2025 ("Kinnison Annexation").

These newly annexed areas now receive services from the Greeley Fire Department. By state statute, the City must file an action in District Court to exclude the 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 exclusion as well as to authorize the City to provide such fire protection services.

Per the Charter, the City Attorney has negotiated the terms of this exclusion with counsel for the District.

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

CITY OF GREELEY, COLORADO
RESOLUTION NO. 108, 2026

A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO PROVIDE FIRE PROTECTION SERVICE TO THE SCHMERGE AND KINNISON ANNEXATIONS, AND DIRECTING THE CITY ATTORNEY TO COMMENCE A COURT ACTION TO EXCLUDE PROPERTY FROM THE WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT

WHEREAS, the City of Greeley has annexed territories which were formerly provided with fire protection by the Windsor-Severance Fire Protection District, by Ordinance No. 28, 2025 ("Schmerge Annexation"), and Ordinance No. 29, 2025 ("Kinnison Annexation"); and

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

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

WHEREAS, the owner of these territories 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 these properties 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 territories specified as the Schmerge Annexation, Ordinance No. 28, 2025, and Kinnison Annexation, Ordinance No. 29, 2025.

Section 2. That pursuant to Section 6-3 of the Greeley Charter, the City Council hereby authorizes the City Attorney to file an appropriate Petition and any attachments, and institute a Court action to exclude the property from the 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 and Kinnison Annexations, this Resolution shall be retroactive to the date(s) of annexation.

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

ATTEST

By: _____
City Clerk

THE CITY OF GREELEY, COLORADO

By:_____
Mayor

Council Agenda Summary

August 4, 2026
Key Staff Contact: Donald Threewitt, Interim Director of Community Development, Michael Franke, Planner III

Title:

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

Summary:

The property owner and applicant, Windsor Renewal I, LLC and GWIP, LLC, have petitioned the City of Greeley to annex a total of 325.85 acres of unincorporated property known as the GWIP Serial Annexation No. 1 through No. 15. The annexations consist of five parcels: Parcel No. 080726200026, Parcel No. 080726300026, Parcel No. 080726300027, Parcel No 080735200035, and Parcel No. 080726200012.

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

The annexation application was heard at the Planning Commission on May 26, 2026. Planning Commission recommended to approve the annexation, voting 4-1. Letters regarding the public hearing were mailed to property owners, signs were posted on the site, and public notice was published on the City of Greeley website. All other noticing requirements for public hearings were met for this case.

This office has reviewed the Petition for the GWIP Serial Annexation into the City of Greeley and finds that the Petition for Annexation is in substantial compliance with the requirements of C.R.S. § 31-12-107 and the City Development Code. Originally, the case was set to go to City Council for 1st reading on June 2, 2026, and 2nd reading on June 16, 2026. The City of Greeley and Town of Windsor held mediation, which postponed the serial annexation case to the new City Council dates of 1st reading on August 4, 2026, and 2nd reading on August 18, 2026.

The Community Development Department sent mailed notice letters, posted a website notice, and completed all other notices as required by the City Development Code for the updated serial annexation public hearing. The public hearing for the GWIP Serial Annexation is set for August 18, 2026.

The following attachments can be found here: May 26, 2026 Planning Commission Packet

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

Fiscal Impact:

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

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 1, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 2, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 3, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 4, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 5, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 6, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 7, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 8, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 9, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 10, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 11, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 12, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 13, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 14, and schedule the public hearing and second reading for August 18, 2026.
A motion to introduce the ordinance for Great Western Industrial Park (GWIP) Serial Annexation No. 15, and schedule the public hearing and second reading for August 18, 2026.

Attachments:

1. Ordinance No. 22, 2026 with Appendix A
2. Ordinance No. 23, 2026 with Appendix A
3. Ordinance No. 24, 2026 with Appendix A
4. Ordinance No. 25, 2026 with Appendix A
5. Ordinance No. 26, 2026 with Appendix A
6. Ordinance No. 27, 2026 with Appendix A
7. Ordinance No. 28, 2026 with Appendix A
8. Ordinance No. 29, 2026 with Appendix A
9. Ordinance No. 30, 2026 with Appendix A
10. Ordinance No. 31, 2026 with Appendix A
11. Ordinance No. 32, 2026 with Appendix A
12. Ordinance No. 33, 2026 with Appendix A
13. Ordinance No. 34, 2026 with Appendix A
14. Ordinance No. 35, 2026 with Appendix A
15. Ordinance No. 36, 2026 with Appendix A

16. 05.26.2026 Planning Commission Minutes

CITY OF GREELEY, COLORADO

ORDINANCE NO. 22, 2026

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

6659787.2

APPENDIX A
ORDINANCE NO. 22, 2026

Legal Description of GWIP Serial Annexation No. 1 Property

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF GREELEY, COLORADO

ORDINANCE NO. 23, 2026

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

APPENDIX A
ORDINANCE NO. 23, 2026

Legal Description of GWIP Serial Annexation No 2 Property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF GREELEY, COLORADO

ORDINANCE NO. 24, 2026

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

ATTEST:

By:_____
City Clerk

THE CITY OF GREELEY, COLORADO

By:_____
Mayor

APPENDIX A
ORDINANCE NO. 24, 2026

Legal Description of GWIP Serial Annexation No. 3 Property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF GREELEY, COLORADO

ORDINANCE NO. 25, 2026

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

APPENDIX A
ORDINANCE NO. 25, 2026

Legal Description of GWIP Serial Annexation No. 4 Property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF GREELEY, COLORADO

ORDINANCE NO. 26, 2026

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

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

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

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

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

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

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

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

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

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

Section 2. The City Council hereby finds that the Petition complies with the Municipal Annexation Act (the "Act"), C.R.S. § 31-12-101, et seq.

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

ATTEST:	**THE CITY OF GREELEY, COLORADO**
By:_____	**By:_____**
City Clerk	**Mayor**

APPENDIX A
ORDINANCE NO. 26, 2026

Legal Description of GWIP Serial Annexation No 5 Property

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

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

THENCE NORTH 86°18’20” WEST, A DISTANCE OF 568.33 FEET TO THE **POINT OF BEGINNING**, BEING THE SOUTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 4;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 1,135.27 FEET;

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

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 218.52 FEET;

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

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 218.52 FEET;

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

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 218.52 FEET;

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

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 218.52 FEET;

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

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 1,135.27 FEET TO THE NORTHWEST CORNER OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 4;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 4, THE FOLLOWING NINE (9) COURSES;

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

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

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

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

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

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

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

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

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

CONTAINING AN AREA OF 0.255 ACRES, (11,099 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO

ORDINANCE NO. 27, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 6," LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.306 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation ("Petition") with the City of Greeley ("City") Clerk for the approximately 0.306-acre property it owns known as the GWIP Serial Annexation No. 6 and legally described in Appendix A attached to this Ordinance ("Property"); and

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

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 63, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

APPENDIX A
ORDINANCE NO. 27, 2026

Legal Description of GWIP Serial Annexation No 6 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34 AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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

THENCE NORTH 86°58’38” WEST, A DISTANCE OF 1,703.53 FEET TO THE **POINT OF BEGINNING**, BEING THE SOUTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 5;

THENCE NORTH 87°18'49" WEST, A DISTANCE OF 626.65 FEET;

THENCE SOUTH 84°15'55" WEST, A DISTANCE OF 779.03 FEET;

THENCE NORTH 05°44'05" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 84°15'55" EAST, A DISTANCE OF 398.40 FEET;

THENCE NORTH 05°44'05" WEST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 84°15'55" WEST, A DISTANCE OF 398.40 FEET;

THENCE NORTH 05°44'05" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 84°15'55" EAST, A DISTANCE OF 398.40 FEET;

THENCE NORTH 05°44'05" WEST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 84°15'55" WEST, A DISTANCE OF 398.40 FEET;

THENCE NORTH 05°44'05" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 84°15'56" EAST, A DISTANCE OF 779.78 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 627.38 FEET TO THE NORTHWEST CORNER OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 5;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 5, THE FOLLOWING NINE (9) COURSES;

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

2. SOUTH 87°18'49" EAST, A DISTANCE OF 218.52 FEET;

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

4. NORTH 87°18'49" WEST, A DISTANCE OF 218.52 FEET;

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

6. SOUTH 87°18'49" EAST, A DISTANCE OF 218.52 FEET;

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

8. NORTH 87°18'49" WEST, A DISTANCE OF 218.52 FEET;

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

CONTAINING AN AREA OF 0.306 ACRES, (13,344 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO

ORDINANCE NO. 28, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 7," LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.370 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation ("Petition") with the City of Greeley ("City") Clerk for the approximately 0.370-acre property it owns known as the GWIP Serial Annexation No. 7 and legally described in Appendix A attached to this Ordinance ("Property"); and

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

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 64, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Section 31-12-104 and C.R.S 31-12-105; and

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

APPENDIX A
ORDINANCE NO. 28, 2026

Legal Description of GWIP Serial Annexation No 7 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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

THENCE NORTH 89°14’10” WEST, A DISTANCE OF 3,102.54 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 6;

THENCE SOUTH 84°15'55" WEST, A DISTANCE OF 672.72 FEET;

THENCE NORTH 00°00'37" WEST, A DISTANCE OF 655.37 FEET;

THENCE NORTH 36°05'31" EAST, A DISTANCE OF 66.47 FEET;

THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.45 FEET;

THENCE NORTH 31°18'44" EAST, A DISTANCE OF 194.16 FEET;

THENCE NORTH 42°52'20" EAST, A DISTANCE OF 73.92 FEET;

THENCE NORTH 58°40'04" EAST, A DISTANCE OF 30.38 FEET;

THENCE SOUTH 31°19'56" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 30.10 FEET;

THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 73.44 FEET;

THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 193.79 FEET;

THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.53 FEET;

THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 66.08 FEET;

THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 501.11 FEET;

THENCE NORTH 89°59'23" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°00'37" WEST, A DISTANCE OF 500.46 FEET;

THENCE NORTH 36°05'31" EAST, A DISTANCE OF 65.68 FEET;

THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.62 FEET;

THENCE NORTH 31°18'44" EAST, A DISTANCE OF 193.41 FEET;

THENCE NORTH 42°52'20" EAST, A DISTANCE OF 72.96 FEET;

THENCE NORTH 58°40'04" EAST, A DISTANCE OF 29.83 FEET;

THENCE SOUTH 31°19'56" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 29.55 FEET;

THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 72.48 FEET;

THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 193.03 FEET;

THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.70 FEET;

THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 65.29 FEET;

THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 499.80 FEET;

THENCE NORTH 89°59'23" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°00'37" WEST, A DISTANCE OF 499.15 FEET;

THENCE NORTH 36°05'31" EAST, A DISTANCE OF 64.90 FEET;

THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.79 FEET;

THENCE NORTH 31°18'44" EAST, A DISTANCE OF 192.66 FEET;
THENCE NORTH 42°52'20" EAST, A DISTANCE OF 72.00 FEET;

THENCE NORTH 58°40'04" EAST, A DISTANCE OF 29.27 FEET;

THENCE SOUTH 31°19'56" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 28.99 FEET;

THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 71.52 FEET;

THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 192.28 FEET;

THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.87 FEET;

THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 64.50 FEET;

THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 641.06 FEET;

THENCE NORTH 84°15'56" EAST, A DISTANCE OF 661.67 FEET TO THE NORTHWEST CORNER OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 6;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 6, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 05°44'05" EAST, A DISTANCE OF 2.00 FEET;

2. NORTH 84°15'55" EAST, A DISTANCE OF 398.40 FEET;

3. SOUTH 05°44'05" EAST, A DISTANCE OF 2.00 FEET;

4. SOUTH 84°15'55" WEST, A DISTANCE OF 398.40 FEET;

5. SOUTH 05°44'05" EAST, A DISTANCE OF 2.00 FEET;

6. NORTH 84°15'55" EAST, A DISTANCE OF 398.40 FEET;

7. SOUTH 05°44'05" EAST, A DISTANCE OF 2.00 FEET;

8. SOUTH 84°15'55" WEST, A DISTANCE OF 398.40 FEET;

9. SOUTH 05°44'05" EAST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.370 ACRES, (16,124 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO

ORDINANCE NO. 29, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 8," LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 1.134 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation ("Petition") with the City of Greeley ("City") Clerk for the approximately 1.134-acre property it owns known as the GWIP Serial Annexation No. 8 and legally described in Appendix A attached to this Ordinance ("Property"); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 32, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 65, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

APPENDIX A
ORDINANCE NO. 29, 2026

Legal Description of GWIP Serial Annexation No 8 Property

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34 AND THE WEST HALF OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, WHENCE THE EAST LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER BEARS NORTH 10°47'40" WEST A DISTANCE OF 1,148.16 FEET WITH ALL BEARINGS HEREIN AFTER RELATIVE THERETO; THENCE NORTH 72°28'18" WEST, A DISTANCE OF 3,646.14 FEET TO THE **POINT OF BEGINNING**, BEING THE SOUTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 7;

THENCE, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK ANNEXATION NO. 7, THE FOLLOWING TWENTY NINE (29) COURSES;

1. THENCE NORTH 31°19'56" WEST, A DISTANCE OF 2.00 FEET;

2. THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 29.27 FEET;

3. THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 72.00 FEET;

4. THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 192.66 FEET;

5. THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.79 FEET;

6. THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 64.90 FEET;

7. THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 499.15 FEET;

8. THENCE SOUTH 89°59'23" WEST, A DISTANCE OF 2.00 FEET;

9. THENCE NORTH 00°00'37" WEST, A DISTANCE OF 499.80 FEET;

10. THENCE NORTH 36°05'31" EAST, A DISTANCE OF 65.29 FEET;

11. THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.70 FEET;

12. THENCE NORTH 31°18'44" EAST, A DISTANCE OF 193.03 FEET;

13. THENCE NORTH 42°52'20" EAST, A DISTANCE OF 72.48 FEET;

14. THENCE NORTH 58°40'04" EAST, A DISTANCE OF 29.55 FEET;

15. THENCE NORTH 31°19'56" WEST, A DISTANCE OF 2.00 FEET;

16. THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 29.83 FEET;

17. THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 72.96 FEET;

18. THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 193.41 FEET;

19. THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.62 FEET;

20. THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 65.68 FEET;

21. THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 500.46 FEET;

22. THENCE SOUTH 89°59'23" WEST, A DISTANCE OF 2.00 FEET;

23. THENCE NORTH 00°00'37" WEST, A DISTANCE OF 501.11 FEET;

24. THENCE NORTH 36°05'31" EAST, A DISTANCE OF 66.08 FEET;

25. THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.53 FEET;

26. THENCE NORTH 31°18'44" EAST, A DISTANCE OF 193.79 FEET;

27. THENCE NORTH 42°52'20" EAST, A DISTANCE OF 73.44 FEET;

28. THENCE NORTH 58°40'04" EAST, A DISTANCE OF 30.10 FEET;

29. THENCE NORTH 31°19'56" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 58°40'04" EAST, A DISTANCE OF 41.07 FEET;

THENCE NORTH 80°24'15" EAST, A DISTANCE OF 130.37 FEET;

THENCE SOUTH 85°42'16" EAST, A DISTANCE OF 400.68 FEET;

THENCE NORTH 29°52'21" WEST, A DISTANCE OF 38.70 FEET;

THENCE NORTH 84°12'49" EAST, A DISTANCE OF 87.68 FEET;

THENCE NORTH 70°20'24" EAST, A DISTANCE OF 79.04 FEET;

THENCE NORTH 50°40'32" EAST, A DISTANCE OF 246.78 FEET;

THENCE NORTH 39°24'57" EAST, A DISTANCE OF 142.09 FEET;

THENCE NORTH 59°00'45" EAST, A DISTANCE OF 61.09 FEET;

THENCE NORTH 35°04'44" EAST, A DISTANCE OF 214.48 FEET;

THENCE NORTH 14°47'44" EAST, A DISTANCE OF 126.10 FEET;

THENCE NORTH 24°37'43" WEST, A DISTANCE OF 150.38 FEET;

THENCE NORTH 16°13'14" EAST, A DISTANCE OF 96.50 FEET;

THENCE NORTH 00°14'24" EAST, A DISTANCE OF 107.70 FEET;

THENCE NORTH 49°11'48" WEST, A DISTANCE OF 48.96 FEET;

THENCE NORTH 75°23'24" WEST, A DISTANCE OF 52.11 FEET;

THENCE NORTH 46°20'17" WEST, A DISTANCE OF 198.08 FEET;

THENCE NORTH 16°46'18" WEST, A DISTANCE OF 90.08 FEET;

THENCE NORTH 04°12'48" EAST, A DISTANCE OF 271.27 FEET;

THENCE NORTH 40°32'39" EAST, A DISTANCE OF 163.94 FEET;

THENCE NORTH 54°26'06" EAST, A DISTANCE OF 198.64 FEET;

THENCE NORTH 34°05'15" EAST, A DISTANCE OF 125.31 FEET;

THENCE NORTH 61°24'02" EAST, A DISTANCE OF 53.49 FEET;

THENCE NORTH 85°01'46" EAST, A DISTANCE OF 61.03 FEET;

THENCE SOUTH 79°36'11" EAST, A DISTANCE OF 123.32 FEET;

THENCE SOUTH 65°08'55" EAST, A DISTANCE OF 144.96 FEET;

THENCE SOUTH 45°46'08" EAST, A DISTANCE OF 49.35 FEET;

THENCE NORTH 89°33'55" EAST, A DISTANCE OF 669.45 FEET;

THENCE NORTH 00°05'00" WEST, A DISTANCE OF 296.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3,075.00 FEET, THE RADIUS

POINT OF SAID CURVE BEARS NORTH 00°30'47" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'11", AN ARC LENGTH OF 10.00 FEET;

THENCE SOUTH 00°05'00" EAST, A DISTANCE OF 306.51 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35;

THENCE SOUTH 89°33'55" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 683.60 FEET;

THENCE NORTH 45°45'52" WEST, A DISTANCE OF 51.68 FEET;

THENCE NORTH 65°08'39" WEST, A DISTANCE OF 141.98 FEET;

THENCE NORTH 79°35'55" WEST, A DISTANCE OF 120.70 FEET;

THENCE SOUTH 85°02'02" WEST, A DISTANCE OF 57.59 FEET;

THENCE SOUTH 61°24'18" WEST, A DISTANCE OF 48.97 FEET;

THENCE SOUTH 34°05'31" WEST, A DISTANCE OF 124.67 FEET;

THENCE SOUTH 54°26'22" WEST, A DISTANCE OF 199.22 FEET;

THENCE SOUTH 40°32'55" WEST, A DISTANCE OF 159.44 FEET;

THENCE SOUTH 04°13'04" WEST, A DISTANCE OF 266.14 FEET;

THENCE SOUTH 16°46'02" EAST, A DISTANCE OF 85.59 FEET;

THENCE SOUTH 46°16'25" EAST, A DISTANCE OF 193.43 FEET;

THENCE SOUTH 75°23'08" EAST, A DISTANCE OF 51.85 FEET;

THENCE SOUTH 49°11'32" EAST, A DISTANCE OF 55.89 FEET;

THENCE SOUTH 00°14'40" WEST, A DISTANCE OF 113.71 FEET;

THENCE SOUTH 16°13'30" WEST, A DISTANCE OF 94.18 FEET;

THENCE SOUTH 24°37'27" EAST, A DISTANCE OF 150.24 FEET;

THENCE SOUTH 14°48'00" WEST, A DISTANCE OF 131.45 FEET;

THENCE SOUTH 35°04'55" WEST, A DISTANCE OF 218.40 FEET;

THENCE SOUTH 59°01'01" WEST, A DISTANCE OF 61.48 FEET;

THENCE SOUTH 39°25'13" WEST, A DISTANCE OF 141.35 FEET;

THENCE SOUTH 50°40'48" WEST, A DISTANCE OF 249.50 FEET;

THENCE SOUTH 70°20'40" WEST, A DISTANCE OF 81.99 FEET;

THENCE SOUTH 84°13'05" WEST, A DISTANCE OF 73.28 FEET TO A POINT ON THE WEST LINE OF SAID WEST HALF OF SECTION 35;

THENCE SOUTH 29°52'21" EAST, ALONG SAID WEST LINE, A DISTANCE OF 41.57 FEET;

THENCE NORTH 85°42'16" WEST, A DISTANCE OF 418.34 FEET;

THENCE SOUTH 80°24'15" WEST, A DISTANCE OF 127.23 FEET;

THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 39.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.134 ACRES, (49,404 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO

ORDINANCE NO. 30, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 9," LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.001 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation ("Petition") with the City of Greeley ("City") Clerk for the approximately 0.001-acre property it owns known as the GWIP Serial Annexation No. 9 and legally described in Appendix A attached to this Ordinance ("Property"); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 33, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 66, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

APPENDIX A
ORDINANCE NO. 30, 2026

Legal Description of GWIP Serial Annexation No 9 Property

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

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

THENCE NORTH 18°56’58” WEST, A DISTANCE OF 3,561.27 FEET TO THE **POINT OF BEGINNING**, BEING THE NORTHWEST CORNER OF CROSSROADS BOULEVARD AS DESCRIBED AS PARCEL RW-4 IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 4565823 IN THE RECORDS OF THE WELD COUNTY CLERK AN RECORDER, SAID POINT BEARING NORTH 00°04’30” WEST, A DISTANCE OF 150.00 FEET FROM THE NORTHWEST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 8;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 11.07 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 8.98 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 6.00 FEET;

THENCE NORTH 00°04'29" WEST, A DISTANCE OF 8.98 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'29" EAST, A DISTANCE OF 10.97 FEET TO THE NORTHEAST CORNER OF SAID PARCEL RW-4, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,925.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°43'53" WEST;

THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL RW-4 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'45", AN ARC LENGTH OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (56 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO

ORDINANCE NO. 31, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 10," LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.005 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation ("Petition") with the City of Greeley ("City") Clerk for the approximately 0.005-acre property it owns known as the GWIP Serial Annexation No. 10 and legally described in Appendix A attached to this Ordinance ("Property"); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 34, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 67, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

APPENDIX A
ORDINANCE NO. 31, 2026

Legal Description of GWIP Serial Annexation No. 10 Property

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

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

THENCE NORTH 18°44’24” WEST, A DISTANCE OF 3,568.54 FEET TO THE **POINT OF BEGINNING**, BEING THE NORTHEAST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 9;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 9, THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

2. SOUTH 00°04'30" EAST, A DISTANCE OF 8.98 FEET;

3. SOUTH 89°55'30" WEST, A DISTANCE OF 6.00 FEET;

4. NORTH 00°04'30" WEST, A DISTANCE OF 8.98 FEET;

5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 24.90 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 19.90 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 19.90 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 19.90 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 19.90 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 24.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.005 ACRES, (223 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO

ORDINANCE NO. 32, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 11," LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.016 ACRES.

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

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 35, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 68, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

APPENDIX A
ORDINANCE NO. 32, 2026

Legal Description of GWIP Serial Annexation No 11 Property

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

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

THENCE NORTH 18°36’14” WEST, A DISTANCE OF 3,592.14 FEET TO THE **POINT OF BEGINNING**, BEING THE NORTHEAST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 10;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 10, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

2. SOUTH 00°04'30" EAST, A DISTANCE OF 19.90 FEET;

3. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

4. NORTH 00°04'30" WEST, A DISTANCE OF 19.90 FEET;

5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

6. SOUTH 00°04'30" EAST, A DISTANCE OF 19.90 FEET;

7. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

8. NORTH 00°04'30" WEST, A DISTANCE OF 19.90 FEET;

9. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 87.70 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 65.60 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 65.60 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 65.60 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 65.60 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 87.70 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.016 ACRES, (694 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO

ORDINANCE NO. 33, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 12," LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.055 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation ("Petition") with the City of Greeley ("City") Clerk for the approximately 0.055-acre property it owns known as the GWIP Serial Annexation No. 12 and legally described in Appendix A attached to this Ordinance ("Property"); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 36, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 69, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

APPENDIX A
ORDINANCE NO. 33, 2026

Legal Description of GWIP Serial Annexation No. 12 Property

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

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

THENCE NORTH 18°10’42” WEST, A DISTANCE OF 3,675.39 FEET TO THE **POINT OF BEGINNING**, BEING THE NORTHEAST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 11;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 11, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

2. SOUTH 00°04'30" EAST, A DISTANCE OF 65.60 FEET;

3. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

4. NORTH 00°04'30" WEST, A DISTANCE OF 65.60 FEET;

5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

6. SOUTH 00°04'30" EAST, A DISTANCE OF 65.60 FEET;

7. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

8. NORTH 00°04'30" WEST, A DISTANCE OF 65.60 FEET;

9. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 290.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 193.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 193.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 193.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 193.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 290.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.055 ACRES, (2,390 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO

ORDINANCE NO. 34, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 13," LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.256 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation ("Petition") with the City of Greeley ("City") Clerk for the approximately 0.256-acre property it owns known as the GWIP Serial Annexation No. 13 and legally described in Appendix A attached to this Ordinance ("Property"); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 37, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 70, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Section 31-12-104 and C.R.S 31-12-105; and

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

APPENDIX A
ORDINANCE NO. 34, 2026

Legal Description of GWIP Serial Annexation No. 13 Property

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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

THENCE NORTH 16°52’18” WEST, A DISTANCE OF 3,952.07 FEET TO THE **POINT OF BEGINNING**, BEING THE NORTHEAST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 12;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 12, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

2. SOUTH 00°04'30" EAST, A DISTANCE OF 193.00 FEET;

3. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

4. NORTH 00°04'30" WEST, A DISTANCE OF 193.00 FEET;

5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

6. SOUTH 00°04'30" EAST, A DISTANCE OF 193.00 FEET;

7. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

8. NORTH 00°04'30" WEST, A DISTANCE OF 193.00 FEET;

9. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 1,189.42 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 380.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 380.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 380.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 380.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 1,189.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.256 ACRES, (11,146 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO

ORDINANCE NO. 35, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 14," LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 0.723 ACRES.

WHEREAS, Windsor Renewal I, LLC filed a petition for annexation ("Petition") with the City of Greeley ("City") Clerk for the approximately 0.723-acre property it owns known as the GWIP Serial Annexation No. 14 and legally described in Appendix A attached to this Ordinance ("Property"); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 38, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026, City Council adopted Resolution No. 71, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105, was previously adopted by the City Council; and

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

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

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

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

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

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

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

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

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

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

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

APPENDIX A
ORDINANCE NO. 35, 2026

Legal Description of GWIP Serial Annexation No 14 Property

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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

THENCE NORTH 17°55’55” WEST, A DISTANCE OF 3,757.02 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE WESTERLY BOUNDARY OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 12;

THENCE SOUTH 89°22'52" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 2,496.22 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;

THENCE NORTH 89°55'30" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 1,099.28 FEET TO THE NORTHEAST CORNER OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 13;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 13, THE FOLLOWING NINE (9) COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

2. SOUTH 00°04'30" EAST, A DISTANCE OF 380.00 FEET;

3. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

4. NORTH 00°04'30" WEST, A DISTANCE OF 380.00 FEET;

5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

6. SOUTH 00°04'30" EAST, A DISTANCE OF 380.00 FEET;

7. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

8. NORTH 00°04'30" WEST, A DISTANCE OF 380.00 FEET;

9. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°04'30" EAST, ALONG THE WESTERLY BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 13 AND SAID GREAT WESTERN INDUSTRIAL PARK
SERIAL ANNEXATION NO. 12, A DISTANCE OF 1,396.85 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.723 ACRES, (31,474 SQUARE FEET), MORE OR LESS.

CITY OF GREELEY, COLORADO

ORDINANCE NO. 36, 2026

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "GREAT WESTERN INDUSTRIAL PARK (GWIP) SERIAL ANNEXATION NO. 15," LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 322.427 ACRES.

WHEREAS, Windsor Renewal I, LLC and GWIP, LLC filed a petition for annexation ("Petition") with the City of Greeley ("City") Clerk for the approximately 322.427-acre property they own known as the GWIP Serial Annexation No. 15 and legally described in Appendix A attached to this Ordinance ("Property"); and

WHEREAS, on March 17, 2026, City Council adopted Resolution No. 39, 2026, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and C.R.S. Section 31-12-107(1) and initiating annexation proceedings of the Property to the City; and

WHEREAS, on May 5, 2026City Council adopted Resolution No. 72, 2026, finding the Property is eligible for annexation to the City per Article II, Section 30 of the Colorado Constitution and C.R.S. Sections 31-12-104 and C.R.S 31-12-105; and

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

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

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

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

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

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

Section 2. The City Council hereby finds that the Petition complies with the Municipal Annexation Act (the "Act"), C.R.S. § 31-12-101, et seq.

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

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

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

a) The proposed annexation is in conformance with the City's comprehensive plan;

b) The proposed annexation promotes geographical balance of the City's land use pattern;

c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Code Section 24-305;

d) The proposed annexation provides for a continual and rational boundary; and

e) The proposed annexation is needed to accommodate future land use requirements.

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

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

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

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

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

ATTEST:	**THE CITY OF GREELEY, COLORADO**
By:_____	**By:_____**
City Clerk	**Mayor**

APPENDIX A
ORDINANCE NO. 36, 2026

Legal Description of GWIP Serial Annexation No 15 Property

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 35, THE WEST HALF OF SECTION 26, AND THE EAST HALF OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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

THENCE NORTH 18°04’37” WEST, A DISTANCE OF 3,760.10 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE WESTERLY BOUNDARY OF GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 14;

THENCE SOUTH 89°22'52" WEST, A DISTANCE OF 1,131.76 FEET;

THENCE NORTH 27°28'47" WEST, A DISTANCE OF 24.00 FEET;

THENCE NORTH 02°30'58" WEST, A DISTANCE OF 32.00 FEET;

THENCE SOUTH 87°29'02" WEST, A DISTANCE OF 40.00 FEET;

THENCE NORTH 17°47'29" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 88°43'06" WEST, A DISTANCE OF 92.00 FEET;

THENCE NORTH 51°25'47" WEST, A DISTANCE OF 589.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 115.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°51'48", AN
ARC LENGTH OF 102.09 FEET;

THENCE NORTH 00°33'59" WEST, A DISTANCE OF 91.26 FEET;

THENCE NORTH 89°54'10" WEST, A DISTANCE OF 29.95 FEET;

THENCE NORTH 00°05'50" EAST, A DISTANCE OF 143.50 FEET;

THENCE NORTH 00°00'33" WEST, A DISTANCE OF 556.24 FEET;

THENCE NORTH 00°00'12" WEST, A DISTANCE OF 705.08 FEET;

THENCE NORTH 89°59'48" EAST, A DISTANCE OF 635.61 FEET;

THENCE NORTH 00°02'03" WEST, A DISTANCE OF 356.00 FEET;

THENCE NORTH 89°58'24" EAST, A DISTANCE OF 256.00 FEET;

THENCE NORTH 00°04'40" EAST, A DISTANCE OF 268.50 FEET;

THENCE SOUTH 89°55'01" WEST, A DISTANCE OF 619.50 FEET;

THENCE SOUTH 00°10'24" EAST, A DISTANCE OF 44.09 FEET;

THENCE NORTH 89°59'34" WEST, A DISTANCE OF 273.33 FEET;

THENCE NORTH 00°00'54" EAST, A DISTANCE OF 2,036.31 FEET;

THENCE NORTH 19°59'40" WEST, A DISTANCE OF 77.96 FEET;

TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 114.99 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 70°00'54" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°56'07", AN ARC LENGTH OF 140.36 FEET;

THENCE NORTH 89°55'01" WEST, A DISTANCE OF 1,055.40 FEET;

THENCE SOUTH 00°34'51" WEST, A DISTANCE OF 15.59 FEET TO THE BEGINNING OF A

TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 72.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'02", AN ARC LENGTH OF 113.08 FEET;

THENCE NORTH 89°26'07" WEST, A DISTANCE OF 278.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°38'43", AN ARC LENGTH OF 174.03 FEET;

THENCE SOUTH 00°04'50" EAST, A DISTANCE OF 810.27 FEET;

THENCE SOUTH 89°35'09" WEST, A DISTANCE OF 3.21 FEET;

THENCE SOUTH 00°00'05" EAST, A DISTANCE OF 1,181.52 FEET;

THENCE NORTH 89°59'34" WEST, A DISTANCE OF 193.22 FEET;

THENCE SOUTH 79°01'28" WEST, A DISTANCE OF 50.70 FEET;

THENCE NORTH 00°27'05" WEST, A DISTANCE OF 2,664.89 FEET;

THENCE NORTH 89°27'41" EAST, A DISTANCE OF 1,305.16 FEET;

THENCE NORTH 00°31'48" WEST, A DISTANCE OF 1,256.25 FEET;

THENCE NORTH 89°44'29" EAST, A DISTANCE OF 2,639.85 FEET;

THENCE SOUTH 00°25'27" EAST, A DISTANCE OF 2,475.57 FEET;

THENCE SOUTH 89°38'04" WEST, A DISTANCE OF 188.86 FEET;

THENCE SOUTH 00°00'16" EAST, A DISTANCE OF 1,011.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 139.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°06'20", AN ARC LENGTH OF 87.91 FEET;

THENCE SOUTH 36°06'36" EAST, A DISTANCE OF 81.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 116.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°45'38", AN ARC LENGTH OF 72.71 FEET;

THENCE SOUTH 00°20'58" EAST, A DISTANCE OF 82.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 130.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°14'46", AN ARC LENGTH OF 57.50 FEET;

THENCE SOUTH 24°53'16" WEST, A DISTANCE OF 220.29 FEET TO THE NORTHEAST CORNER OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 14;

THENCE, ALONG THE BOUNDARY OF SAID GREAT WESTERN INDUSTRIAL PARK SERIAL ANNEXATION NO. 14, THE FOLLOWING FOURTEEN COURSES;

1. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

2. SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;

3. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

4. NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;

5. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

6. SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;

7. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

8. NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;

9. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

10. SOUTH 00°04'30" EAST, A DISTANCE OF 1,000.00 FEET;

11. SOUTH 89°55'30" WEST, A DISTANCE OF 2.00 FEET;

12. NORTH 00°04'30" WEST, A DISTANCE OF 1,000.00 FEET;

13. SOUTH 89°55'30" WEST, A DISTANCE OF 8.00 FEET;

14. SOUTH 00°04'30" EAST, A DISTANCE OF 2,496.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 324.895 ACRES, (14,152,434 SQUARE FEET), MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND BEING A PORTION OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, ALSO BEING ALL THAT CERTAIN LOT AS SHOWN ON SUBDIVISION EXEMPTION NO. SE-1099 AS RECORDED IN THE RECORDS OF WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3455394.

CONTAINING AN AREA OF 2.468 ACRES, (107,498 SQUARE FEET), MORE OR LESS.

HAVING A NET AREA OF 322.427 ACRES, (14,044,936 SQUARE FEET), MORE OR LESS.

BOARDS & COMMISSIONS

Planning Commission Meeting Minutes

May 26, 2026, at 1:15pm

1. **Call to Order**
   Chair Yeater called the meeting to order at 1:15pm.

2. **Roll Call - Present**
   Chair Justin Yeater
   Vice Chair Louisa Andersen
   Commissioner Jeff Carlson
   Commissioner Larry Modlin
   Absent
   Commissioner Erik Briscoe
   Commissioner Brian Franzen (arrived at 1:23pm)
   Commissioner Christian Schulte

3. **Approval of the agenda**
   There were no changes to the agenda, Chair Yeater proceeded with the agenda as published.

4. **Approval of the April 28, 2026, Planning Commission Meeting Minutes**
   Motion by: Commissioner Andersen
   She moved to approve the April 28, 2026, Planning Commission Meeting Minutes as presented.
   Second: Commissioner Carlson
   Vote: Motion passed 4-0
   Commissioners Briscoe, Franzen & Schulte were absent for this vote.

5. **A public hearing to consider a request for a series of 15 annexations of unincorporated territory located in Weld County, Colorado, known as "Great Western Industrial Park (GWIP) Annexations No. 1 through No. 15," located generally south of Eastman Park Drive, east of State Highway 257, west of Great Western Drive, and north of Weld County Road 62 ¼, into the City of Greeley comprising approximately 325 acres.**

   Michael Franke (Planner III) began his presentation by introducing himself and the items as published.

   Commissioner Anderson referenced a prior serial annexation involving Seeley Lake where concerns were raised about a possible "flagpole annexation." Although it was defended at the time because the city needed the right-of-way, she questioned how this situation is any different. Mr. Franke explained that when the land was originally established, a 10-foot strip along the southern portion near the river was intentionally left to give the property owner flexibility to choose whether to annex into the City

of Greeley, remain in the county, or join the Town of Windsor. He said the strip was historically intended to facilitate future serial annexations and preserve that option for the property owner. Chair Yeater asked Mr. Franke to reference this section on a map so everyone could better understand exactly what was being discussed. Mr. Franke displayed the map from his presentation and explained where that strip was located.

Commissioner Andersen asked whether the previous landowners had intentionally left that portion in place as a safeguard against the property inadvertently becoming an enclave or force annexed by either city. Mr. Franke confirmed that the intent was to prevent the property from becoming an enclave and to preserve the property owner's ability to choose their preferred jurisdiction based on services and other considerations.

Commissioner Andersen remarked that the arrangement was interesting and beneficial for the property owner but said it still seemed unusual that it would not be considered a flagpole annexation and was instead treated simply as an irregularly shaped parcel. Mr. Franke shared that the applicant could provide additional detail regarding the surveying work used to establish it.

Commissioner Andersen said that, in her view, the use of serial annexations and the one-sixth contiguity requirement appeared to follow the letter of the law, but not necessarily its spirit. She asked whether staff would have considered that in their compliance review. Mr. Franke noted that both city staff and the applicant's legal team have worked diligently on the case to ensure compliance with applicable legal statutes.

With no other questions for staff, Chair Yeater invited the applicant to speak about the items.

Marc Savela with Pro Real Estate representing GWIP LLC and Windsor Renewal 1 LLC, began his presentation by introducing himself and the presentation as published.

Commissioner Carlson noted that the Town of Windsor objected to the annexation, particularly citing concerns from the fire chief regarding increased response times and asked for comment on those concerns as a general public safety matter. Mr. Savela said there have been discussions with Windsor and Greeley as the process has unfolded, with more meetings expected soon. He noted the goal is to reach a collaborative solution, such as an outside service agreement, fire district service, revenue-sharing, or another intergovernmental agreement similar to existing IGAs between Greeley and Windsor, to ensure effective shared service delivery.

Commissioner Andersen asked how that arrangement relates to sewer services provided by the City of Greeley. Mr. Savela shared that they are considering multiple sewer service options, including expanding existing Greeley facilities to serve the area or partnering with the Windsor Treatment Plant. He noted that both options appear viable and that discussions are ongoing.

Commissioner Andersen asked whether that has been formally determined. Mr. Savela confirmed that it has not yet been finalized.

Commissioner Andersen asked how that would financially impact Greeley residents. Mr. Savela stated that most of the details should be addressed by the Water and Sewer Department but noted that

they would likely play a significant role in the development solution, along with West Greeley properties, if sewer service is extended to the area.

Commissioner Andersen noted a comment, possibly from the fire department, questioning whether there is any city-owned access to the property, and asked whether access would instead rely on Windsor-owned right-of-way. Mr. Savela explained that the primary access is currently via Eastman Park, which is a Town of Windsor right-of-way, and that additional coordination with Windsor will be required for access points.

Commissioner Andersen asked whether traffic concerns were discussed during any of the meetings. Mr. Savela shared that traffic impacts have been evaluated primarily based on existing conditions but noted that full analysis is difficult without knowing the specific future industrial uses. He added that more detailed traffic, water, and sewer studies will be required during the plating and site plan stages for each user.

Commissioner Andersen noted that if the property were annexed and zoned for heavy industrial use as proposed, it would likely generate significantly different traffic patterns than what the Town of Windsor may have originally anticipated. Mr. Savela stated that the surrounding park areas are already designated for heavy industrial use, and that such uses are consistent with planning by the county, Windsor, and Greeley. He added that the proposal does not represent a change from the anticipated use of the property.

With no other questions for the applicant, Chair Yeater opened the public portion of the meeting at 1:34pm. Seeing no one in person or online wishing to speak, Chair Yeater closed the public portion of the meeting at 1:34pm and turned it over to the Commission for action. Chair Yeater requested that each item be read into the record individually for a motion and vote.

Commissioner Andersen moved to discuss this item before a motion is made.
Commissioner Franzen seconded her motion. Chair Yeater then opened the item for discussion.

Commissioner Andersen expressed concern about the process, noting that it felt unusual that the City Council referred the matter to the Planning Commission rather than the other way around. She added that, in her experience, it typically proceeds from the Commission to the Council, and she found the reversal of that sequence unexpected.

Commissioner Franzen asked whether staff could provide any insight into why the item went to Council before Planning Commission. Caleb Jackson (Interim Planning Manager) asked Edwin Chapin (Assistant City Attorney II) to address that process.

Mr. Chapin explained that state annexation law requires petitions to first be submitted to City Council, which must determine they are in substantial compliance with statutory requirements, such as proper signatures and complete documentation. Council must then set and hold a public hearing on annexation eligibility, after which it makes a formal determination and may take final action on the annexation.

Commissioner Andersen noted Windsor’s letter in the packet and expressed concern that it appeared to suggest a potential legal issue involving mediation. She asked for clarification on that point. Mr.

Chapin explained that while state law requires notice to an affected municipality and allows a 30-day period for review, objection, and potential mediation, the City notified Windsor on September 30 and received its objection on October 14. He said Council has already found the petition in substantial compliance and eligible for annexation, and that Windsor's mediation request in April came outside the statutory window. Accordingly, the City Attorney's Office does not believe mediation is legally required.

Chair Yeater sought clarification that the Town of Windsor's position is that the City of Greeley failed to follow a procedural requirement. They are not claiming that the City lacks the authority to annex the property; they are simply asserting that the proper annexation procedure was not followed. Mr. Chapin confirmed that this was his understanding. He stated that Windsor alleges that Greeley did not follow the required procedure when agreeing to mediation. Windsor is not asserting that the annexation itself is inappropriate. Mr. Chapin shared that while Windsor may oppose the annexation, Greeley has made every effort to comply with all applicable legal requirements and procedures.

With no other discussion or questions, Chair Yeater closed the discussion and turned it over to the Commission for a motion on the items.

Annexation No. 1
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 1 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 2
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 2 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 3
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 3 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 4
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 4 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 5
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 5 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 6
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 6 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 7
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 7 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 8
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 8 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 9
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 9 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 10
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 10 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 11
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 11 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 12
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 12 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 13
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214. b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 13 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 14
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 14 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 15
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 15 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

6. A public hearing to consider a request to establish I-H (Industrial High Intensity) and C-D (Conservation District) zoning for property known as "Great Western Industrial Park (GWIP) Annexations No. 1 through No. 15," located generally south of Eastman Park Drive, east of State Highway 257, west of Great Western Drive, and north of Weld County Road 62 ¼ comprising approximately 325 acres.

Mr. Jackson stated that the previous presentation included this item at the same time, so they offered to answer any questions related to the zoning item.

Chair Yeater stated that Commissioner Anderson raised concerns related to the storm sewer and sanitary sewer systems. He requested information regarding how Greeley would fund services currently provided by Windsor and what impact, if any, those costs would have on Greeley residents.

Dylan Belanger (Engineer III) stated that a funding mechanism has not yet been determined. Although a General Improvement District (GID) has been discussed and referenced in the Water and Sewer Department's will-serve letter, no final funding approach has been established, and no additional burden is currently anticipated for existing residents.

Chair Yeater asked if the property would be subject to a GID if it was put in place. Mr. Belanger stated yes, it would.

Commissioner Andersen sought clarification, asking how it could be concluded that there would be no additional costs to Greeley residents when the funding mechanism had not yet been determined. Mr. Jackson shared that the Director of Water and Sewer stated that Greeley's wastewater treatment plant currently has approximately 40% available capacity and that new industrial development would pay substantial tap fees and user rates. He indicated that the resulting revenue is expected to offset associated costs, minimizing impacts on existing ratepayers.

Commissioner Andersen expressed concern regarding the feasibility of transporting wastewater to Greeley, noting the topographical challenges and requesting clarification on the proposed plan for conveying sewage from the site to the City of Greeley. Mr. Belanger stated that the proposed plan involves the construction of a lift station to convey wastewater to Greeley.

Commissioner Andersen asked how that would be funded. Mr. Jackson explained that the funding would be provided through development impact fees paid at the time of construction, as well as ongoing water and sewer service rates paid by the new users.

Commissioner Andersen asked whether the property itself or a General Improvement District (GID) would be responsible for the lift station in this area. Don Threewitt (Interim Director of Community Development) stated that a GID would fund regional improvements, while a lift station serving only the property would be the owner's responsibility. He noted that multiple funding options remain under consideration, including the GID framework, enterprise fund, and system expansion plans, and that the specific mechanism has not yet been determined. He also indicated that service arrangements with the Town of Windsor remain possible and confirmed that the property can be served with water and sewer.

Chair Yeater referenced an existing intergovernmental agreement (IGA) and asked for clarification on its expiration timeline and term. Mr. Threewitt stated that the Windsor IGA does not have an expiration date and noted that the details of the agreement were not within the scope of the discussion.

Chair Yeater raised a question regarding traffic and requested clarification on the existing zoning and how it compares to the proposed zoning change. Mr. Franke explained that the current zoning, established by Weld County, is industrial in nature and that the proposed City of Greeley zoning is also industrial heavy. He stated that the change is essentially like-for-like, intended to maintain existing uses without creating nonconformities while allowing flexibility for future industrial development. He noted that the difference between the two is largely in designation rather than use.

Chair Yeater asked whether the property would meet the traffic requirements of the zoning at full build-out or will each applicant have to address that in their application and then any changes would ultimately be addressed. Mr. Belanger confirmed that each new application would require a separate traffic study to evaluate differences or similarities in impacts. He noted that any required improvements identified through the study would need to be incorporated into the applicant's site plan or subsequent land use applications following the zoning approval.

Chair Yeater asked whether the application would also address impacts to the surrounding area, specifically referencing the interchange at Highways 17 and 34. Mr. Belanger explained that referrals will be sent to Windsor, CDOT, and city traffic engineering and Public Works staff. Prior to future land use submittals, applicants will participate in a scoping meeting where the city identifies required traffic study intersections, in coordination with CDOT and Windsor requirements.

Chair Yeater noted that once the zoning is approved, future permits would proceed through administrative review. He raised concerns regarding setback and landscaping requirements and asked whether the property would be required to comply with updated standards or could continue

operating under its existing use. Mr. Franke stated that any site improvements would be required to comply with current code and should be considered as part of the project's required upgrades.

With no other questions for staff, Chair Yeater invited the applicant to speak to the item.

Mr. Savela also stated that the previous presentation included this item at the same time, and he offered to answer any questions related to the zoning item.

Chair Yeater referenced efforts to attract buyers and asked for clarification on the current level of occupancy in the area, as well as the anticipated number of additional tenants to complete development. Mr. Savela stated that the most likely area for new development is the approximately 100-acre northern portion of the site adjacent to Eastman Park. He noted that the southern portion contains existing buildings, a rail loop track used for material transport, and two oil and gas production facilities, which may be redeveloped in the future but are not near-term priorities. He added that the northern area could accommodate one to five users depending on facility size, with a previously discussed beverage supplier potentially occupying a majority of the site.

Chair Yeater expressed concern about approving the most intensive possible use without knowing the eventual end users or their operations. He asked whether any changes to traffic patterns or road infrastructure would be required to accommodate new facilities. Mr. Savela stated that traffic impacts would likely require acceleration and deceleration lanes on Eastman Park, as well as improvements to Highway 257 and other access points off Highway 34. He noted that such improvements have been previously discussed with Windsor and CDOT and indicated that most future users would trigger additional on-site and off-site traffic upgrades as part of development.

Chair Yeater asked whether discussions had taken place with the City of Greeley to determine what those requirements would entail. Mr. Savela stated that coordination with Greeley has not yet occurred for portions of the site within Windsor and noted the potential expansion of Crossroads Boulevard, in coordination with Windsor, Weld County, and Greeley, to provide additional access. He added that multiple infrastructure options remain under consideration and that Greeley zoning would support marketing the property and identifying future infrastructure needs based on future uses.

Chair Yeater asked whether Greeley's water services were a factor in selecting annexation into the City of Greeley and requested examples of potential users being targeted for the site, beyond a previously mentioned bottling plant. Dean Brown (Head of the Industrial Development Team for the Applicant) explained that past interest from large companies had been limited by insufficient water capacity. He cited examples including Smucker's and PepsiCo, noting that both considered locating in the area but chose other sites due to water constraints. He added that future targets include large Fortune 500 companies that would bring jobs to the community.

With no other questions for the applicant, Chair Yeater opened the public portion of the meeting at 2:05pm. Seeing no one in person or online wishing to speak, Chair Yeater closed the public portion of the meeting at 2:05pm and turned it over to the Commission for action.

Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for an establishment of zoning meets the approval criteria found in Section 24-204.b.(1-9) and recommends approval of the establishment of zoning to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

7. **Staff Report:**
Mr. Jackson shared that there will be no Planning Commission Meeting on June 9, 2026. He also stated that work on the Westside and Eastside Area Plans continues to progress. The Eastside Area Plan is currently focused on stakeholder engagement and preparing for an additional round of community outreach to gather feedback on future concepts. For the Westside Area Plan, an updated draft from consultants is expected soon, incorporating input from the Planning Commission, City Council, the public, and other stakeholders. The project remains on track for consideration and potential adoption later this summer.

8. **Adjournment:**
Chair Yeater adjourned the meeting at 2:07pm.

Justin Yeater – Chair

Don Threewitt – Interim Comm. Development Director

Council Agenda Summary

August 4, 2026
Key Staff Contact: Donald Threewitt, Interim Director of Community Development, Michael Franke, Planner III

Title:

Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, to establish I-H (Industrial High Intensity) and C-D (Conservation District) zoning for property located generally south of Eastman Park Drive, east of State Highway 257, west of Great Western Drive, and north of Weld County Road 62 1/4, into the City of Greeley. The subject site is comprised of 325.63 acres.

Summary:

The property owner and applicant, Windsor Renewal I, LLC and GWIP, LLC request approval of zoning on five parcels known collectively as the GWIP Serial Annexation. The proposed zoning districts are Conservation District (C-D) and Industrial High Intensity (I-H). The establishment of zoning includes approximately 325.85 acres of land.

The proposed zoning of C-D and I-H zoning districts work to preserve the existing character of the area by preserving the open space and river area south of the existing industrial development while allowing the existing industrial uses to continue to operate and provide opportunity for future development within the industrial park.

The establishment of the zoning application was heard at the Planning Commission on May 26, 2026. The Planning Commission recommended approving the establishment of zoning, voting 4-1. Letters regarding the public hearing were mailed to property owners, signs were posted on the site, and public notice was published on the City of Greeley website. All other notice requirements for public hearings were met for this case.

This office has reviewed the request to establish zoning on five parcels, collectively known as the GWIP Serial Annexation, and finds the request is in compliance with State Statute and City Development Code for establishing zoning on annexed property.

Originally, the case was set to go to the City Council for 1st reading on June 2, 2026, and 2nd reading on June 16, 2026. The City of Greeley and the Town of Windsor held mediation, which postponed the establishment of the zoning case to the new City Council dates of 1st reading on August 4, 2026, and 2nd reading on August 18, 2026.

The Community Development Department sent mailed notice letters, posted a website notice, and completed all other notices as required by the City Development Code for the updated serial annexation public hearing. The public hearing for the GWIP Establishment of Zoning is set for August 18, 2026.

The following attachments can be found here: May 26, 2026 Planning Commission Packet

1. Staff Report
2. Project Narrative
3. Plan Set
4. Vicinity Map
5. Legal Description
6. Neighborhood Notification Boundary Map
7. Staff Presentation
8. Applicant Presentation
9. GFD Will-Serve
10. GPD Will-Serve
11. Greeley Water and Sewer Will-Serve
12. Town of Windsor Letter
13. WSFR Letter

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from potential considerations for emergency response. The current zoning proposal is for CD (Conservation District) and Industrial High Intensity (I-H).

Legal Issues:

Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:
1. City staff presentation
2. Council questions of staff
3. Applicant presentation
4. Council questions of applicant
5. Public input (hearing opened, testimony — up to three minutes per person, hearing closed)
6. Rebuttal, if requested
7. Council discussion
8. Council decision

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 18, 2026.

Attachments:

1. Ordinance No. 37, 2026 with Appendix A GWIP Zoning
2. 05.26.2026 Planning Commission Minutes

CITY OF GREELEY, COLORADO
ORDINANCE NO. 37, 2026

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH I-H (INDUSTRIAL HIGH INTENSITY) AND C-D (CONSERVATION DISTRICT) ZONING FOR PROPERTY LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 325.63 ACRES

WHEREAS, Windsor Renewal I, LLC and GWIP, LLC are the owners of the real property legally described in Appendix A attached to this Ordinance ("Property"); and

WHEREAS, Greeley City Council ("City Council") approved annexation of the Property to the City of Greeley ("City") pursuant to the ordinances adopted June 16, 2026; and

WHEREAS, Windsor Renewal I, LLC and GWIP, LLC submitted an application to the City for the initial zoning of the Property ("Initial Zoning"), requesting that the City zone the portion of the Property described as "Parcel A" in Appendix A I-H (Industrial High Intensity) zoning district and the portion of the Property described as "Parcel B" in Appendix A C-D (Conservation District) zoning district; and

WHEREAS, Section 24-204.c of the City's Municipal Code ("Code") provides that City Council may take action on an annexation following public hearings before the Planning Commission and City Council; and

WHEREAS, the Planning Commission at a duly noticed public hearing on May 26, 2026, considered the initial zoning requested for the Property and provided a recommendation to City Council; and

WHEREAS, the City Council, at a duly noticed public hearing, has determined that it is in the best interests of the City to approve the requested initial zoning for the Property.

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

Section 1. Based upon the testimony and evidence presented at the public hearing, pursuant to the requirements of Code Section 24-204.b, the City Council makes the following findings:

a) The Initial Zoning is in accordance with the goals and objectives of the comprehensive plan and any other plan, policy or guidance adopted pursuant to that plan.

b) The Initial Zoning can fulfill the intent of the zoning district considering the relationship to surrounding areas.

c) The area has changed, or is it changing to such a degree that it is in the public interest to

approve the Initial Zoning of the Property to encourage development or redevelopment of the area.

d) The existing zoning has been in place for a substantial time with development, but that annexation of the Property to the City requires zoning the Property to a zoning district within the City.

e) The Initial Zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development.

f) The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.

g) The Initial Zoning will serve a community need, provide an amenity or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the Initial Zoning more appropriate than the current zoning.

h) Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.

i) The recommendations of professional staff or advisory review bodies supports approving the Initial Zoning.

Section 2. The zoning on the following described property located in Weld County, Colorado and approved for annexation to the City of Greeley, Colorado known as Great Western Industrial Park Serial Annexations Nos. 1 through 8, legally described as Parcel B in Appendix A attached hereto, is hereby placed into the C-D (Conservation District) zoning district in the City of Greeley, County of Weld, State of Colorado.

Section 3. The zoning on the following described property located in Weld County, Colorado and approved for annexation to the City of Greeley, Colorado known as the Great Western Industrial Park Serial Annexations Nos. 9 through 15, legally described as Parcel A in Appendix A attached hereto, is hereby placed into the I-H (Industrial High Intensity) zoning district in the City of Greeley, County of Weld, State of Colorado.

Section 4. The zoning districts of the pertinent property as shown on the official zoning map is hereby changed so as to accomplish the above-described zoning change, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

Section 5. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST:

By:_____
City Clerk

THE CITY OF GREELEY, COLORADO

By:_____
Mayor

APPENDIX A
ORDINANCE NO. 37, 2026

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH I-H (INDUSTRIAL HIGH INTENSITY) AND C-D (CONSERVATION DISTRICT) ZONING FOR PROPERTY LOCATED GENERALLY SOUTH OF EASTMAN PARK DRIVE, EAST OF STATE HIGHWAY 257, WEST OF GREAT WESTERN DRIVE, AND NORTH OF WELD COUNTY ROAD 62 1/4, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 325.63 ACRES

GREAT WESTERN INDUSTRIAL PARK CENTRAL CAMPUS ZONING PARCEL A

A PARCEL OF LAND BEING LOCATED IN THE WEST HALF OF SECTION 26, THE EAST HALF OF SECTION 27, AND THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., AND ASSUMING THE NORTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION AS NORTH 89°44'25" EAST, 1,320.10 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, SOUTH 00°31'48" EAST, A DISTANCE OF 65.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EASTMAN PARK DRIVE AND THE **POINT OF BEGINNING**
THENCE NORTH 89°44'29" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 2,639.85 FEET;

THENCE SOUTH 00°25'27" EAST, A DISTANCE OF 2,475.57 FEET;

THENCE SOUTH 89°38'04" WEST, A DISTANCE OF 188.86 FEET;

THENCE SOUTH 00°00'16" EAST, A DISTANCE OF 1,011.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 139.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°06'20", AN ARC LENGTH OF 87.91 FEET;

THENCE SOUTH 36°06'36" EAST, A DISTANCE OF 81.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 116.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°45'38", AN ARC LENGTH OF 72.71 FEET;

THENCE SOUTH 00°20'58" EAST, A DISTANCE OF 82.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 130.50 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°14'46", AN ARC LENGTH OF 57.50 FEET;

THENCE SOUTH 24°53'16" WEST, A DISTANCE OF 220.29 FEET;

THENCE SOUTH 00°04'30" EAST, A DISTANCE OF 2,702.28 FEET TO THE NORTHEAST CORNER OF PARCEL RW-4 AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 4565823 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,925.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°43'53" WEST;

THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL RW-4 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'45", AN ARC LENGTH OF 10.00 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 00°04'30" WEST, A DISTANCE OF 206.25 FEET;

THENCE SOUTH 89°22'52" WEST, A DISTANCE OF 1,141.76 FEET;

THENCE NORTH 27°28'47" WEST, A DISTANCE OF 24.00 FEET;

THENCE NORTH 02°30'58" WEST, A DISTANCE OF 32.00 FEET;

THENCE SOUTH 87°29'02" WEST, A DISTANCE OF 40.00 FEET;

THENCE NORTH 17°47'29" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 88°43'06" WEST, A DISTANCE OF 92.00 FEET;

THENCE NORTH 51°25'47" WEST, A DISTANCE OF 589.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 115.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°51'48", AN ARC LENGTH OF 102.09 FEET;

THENCE NORTH 00°33'59" WEST, A DISTANCE OF 91.26 FEET;

THENCE NORTH 89°54'10" WEST, A DISTANCE OF 29.95 FEET;

THENCE NORTH 00°05'50" EAST, A DISTANCE OF 143.50 FEET;

THENCE NORTH 00°00'33" WEST, A DISTANCE OF 556.24 FEET;

THENCE NORTH 00°00'12" WEST, A DISTANCE OF 705.08 FEET;

THENCE NORTH 36°47'03" EAST, A DISTANCE OF 0.00 FEET;

THENCE NORTH 89°59'48" EAST, A DISTANCE OF 635.61 FEET;

THENCE NORTH 00°02'03" WEST, A DISTANCE OF 356.00 FEET;

THENCE NORTH 89°58'24" EAST, A DISTANCE OF 256.00 FEET;

THENCE NORTH 00°04'40" EAST, A DISTANCE OF 268.50 FEET;

THENCE SOUTH 89°55'01" WEST, A DISTANCE OF 619.50 FEET;

THENCE SOUTH 00°10'24" EAST, A DISTANCE OF 44.09 FEET;

THENCE NORTH 89°59'34" WEST, A DISTANCE OF 273.33 FEET;

THENCE NORTH 00°00'54" EAST, A DISTANCE OF 2,036.31 FEET;

THENCE NORTH 19°59'40" WEST, A DISTANCE OF 77.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 114.99 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 70°00'54" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°56'07", AN ARC LENGTH OF 140.36 FEET;

THENCE NORTH 89°55'01" WEST, A DISTANCE OF 1,055.40 FEET;

THENCE SOUTH 00°34'51" WEST, A DISTANCE OF 15.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 72.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'02", AN ARC LENGTH OF 113.08 FEET;

THENCE NORTH 89°26'07" WEST, A DISTANCE OF 278.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 110.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°38'43", AN ARC LENGTH OF 174.03 FEET;

THENCE SOUTH 00°04'50" EAST, A DISTANCE OF 810.27 FEET;

THENCE SOUTH 89°35'09" WEST, A DISTANCE OF 3.21 FEET;

THENCE SOUTH 00°00'05" EAST, A DISTANCE OF 1,181.52 FEET;

THENCE NORTH 89°59'34" WEST, A DISTANCE OF 193.22 FEET;

THENCE SOUTH 79°01'28" WEST, A DISTANCE OF 50.70 FEET;

THENCE NORTH 00°27'05" WEST, A DISTANCE OF 2,664.89 FEET;

THENCE NORTH 89°27'41" EAST, A DISTANCE OF 1,305.16 FEET;

THENCE NORTH 00°31'48" WEST, A DISTANCE OF 1,256.25 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 325.951 ACRES, (14,198,418 SQUARE FEET), MORE OR LESS.

EXCEPTING THEREFROM

SUBDIVISION EXEMPTION NO. SE-1099 RECORDED AT RECEPTION NO. 3455394 IN SAID RECORDS.

CONTAINING A NET AREA OF 323.483 ACRES, (14,090,920 SQUARE FEET), MORE OR LESS.

GREAT WESTERN INDUSTRIAL PARK CENTRAL CAMPUS ZONING PARCEL B

A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34 AND THE WEST HALF OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, FORM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 87°18'49” WEST, 2,329.42 FEET WITH

ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE NORTH 83°27’56” WEST, A DISTANCE OF 149.01 FEET TO **POINT OF BEGINNING;**
THENCE NORTH 87°18'49" WEST, A DISTANCE OF 2,181.48 FEET;

THENCE SOUTH 84°15'55" WEST, A DISTANCE OF 1,451.76 FEET;

THENCE NORTH 00°00'37" WEST, A DISTANCE OF 655.37 FEET;

THENCE NORTH 36°05'31" EAST, A DISTANCE OF 66.47 FEET;

THENCE NORTH 21°21'55" EAST, A DISTANCE OF 201.45 FEET;

THENCE NORTH 31°18'44" EAST, A DISTANCE OF 194.16 FEET;

THENCE NORTH 42°52'20" EAST, A DISTANCE OF 73.92 FEET;

THENCE NORTH 58°40'04" EAST, A DISTANCE OF 71.45 FEET;

THENCE NORTH 80°24'15" EAST, A DISTANCE OF 130.37 FEET;

THENCE SOUTH 85°42'16" EAST, A DISTANCE OF 400.68 FEET;

THENCE NORTH 29°52'21" WEST, A DISTANCE OF 38.70 FEET;

THENCE NORTH 84°12'49" EAST, A DISTANCE OF 87.68 FEET;

THENCE NORTH 70°20'24" EAST, A DISTANCE OF 79.04 FEET;

THENCE NORTH 50°40'32" EAST, A DISTANCE OF 246.78 FEET;

THENCE NORTH 39°24'57" EAST, A DISTANCE OF 142.09 FEET;

THENCE NORTH 59°00'45" EAST, A DISTANCE OF 61.09 FEET;

THENCE NORTH 35°04'44" EAST, A DISTANCE OF 214.48 FEET;

THENCE NORTH 14°47'44" EAST, A DISTANCE OF 126.10 FEET;

THENCE NORTH 24°37'43" WEST, A DISTANCE OF 150.38 FEET;

THENCE NORTH 16°13'14" EAST, A DISTANCE OF 96.50 FEET;

THENCE NORTH 00°14'24" EAST, A DISTANCE OF 107.70 FEET;

THENCE NORTH 49°11'48" WEST, A DISTANCE OF 48.96 FEET;

THENCE NORTH 75°23'24" WEST, A DISTANCE OF 52.11 FEET;

THENCE NORTH 46°20'17" WEST, A DISTANCE OF 198.08 FEET;

THENCE NORTH 16°46'18" WEST, A DISTANCE OF 90.08 FEET;

THENCE NORTH 04°12'48" EAST, A DISTANCE OF 271.27 FEET;

THENCE NORTH 40°32'39" EAST, A DISTANCE OF 163.94 FEET;

THENCE NORTH 54°26'06" EAST, A DISTANCE OF 198.64 FEET;

THENCE NORTH 34°05'15" EAST, A DISTANCE OF 125.31 FEET;

THENCE NORTH 61°24'02" EAST, A DISTANCE OF 53.49 FEET;

THENCE NORTH 85°01'46" EAST, A DISTANCE OF 61.03 FEET;

THENCE SOUTH 79°36'11" EAST, A DISTANCE OF 123.32 FEET;

THENCE SOUTH 65°08'55" EAST, A DISTANCE OF 144.96 FEET;

THENCE SOUTH 45°46'08" EAST, A DISTANCE OF 49.35 FEET;

THENCE NORTH 89°33'55" EAST, A DISTANCE OF 669.42 FEET;

THENCE NORTH 00°04'30" WEST, A DISTANCE OF 296.48 FEET TO THE SOUTHWEST CORNER OF PARCEL RW-4 AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 4565823 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 3,075.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°30'47" WEST;

THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL RW-4 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'11", AN ARC LENGTH OF 10.00 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 00°04'30" EAST, A DISTANCE OF 306.51 FEET;

THENCE SOUTH 89°33'55" WEST, A DISTANCE OF 683.57 FEET;

THENCE NORTH 45°45'52" WEST, A DISTANCE OF 51.68 FEET;

THENCE NORTH 65°08'39" WEST, A DISTANCE OF 141.98 FEET;

THENCE NORTH 79°35'55" WEST, A DISTANCE OF 120.70 FEET;

THENCE SOUTH 85°02'02" WEST, A DISTANCE OF 57.59 FEET;

THENCE SOUTH 61°24'18" WEST, A DISTANCE OF 48.97 FEET;

THENCE SOUTH 34°05'31" WEST, A DISTANCE OF 124.67 FEET;

THENCE SOUTH 54°26'22" WEST, A DISTANCE OF 199.22 FEET;

THENCE SOUTH 40°32'55" WEST, A DISTANCE OF 159.44 FEET;

THENCE SOUTH 04°13'04" WEST, A DISTANCE OF 266.14 FEET;

THENCE SOUTH 16°46'02" EAST, A DISTANCE OF 85.59 FEET;

THENCE SOUTH 46°16'25" EAST, A DISTANCE OF 193.43 FEET;

THENCE SOUTH 75°23'08" EAST, A DISTANCE OF 51.85 FEET;

THENCE SOUTH 49°11'32" EAST, A DISTANCE OF 55.89 FEET;

THENCE SOUTH 00°14'40" WEST, A DISTANCE OF 113.71 FEET;

THENCE SOUTH 16°13'30" WEST, A DISTANCE OF 94.18 FEET;

THENCE SOUTH 24°37'27" EAST, A DISTANCE OF 150.24 FEET;

THENCE SOUTH 14°48'00" WEST, A DISTANCE OF 131.45 FEET;

THENCE SOUTH 35°04'55" WEST, A DISTANCE OF 218.40 FEET;

THENCE SOUTH 59°01'01" WEST, A DISTANCE OF 61.48 FEET;

THENCE SOUTH 39°25'13" WEST, A DISTANCE OF 141.35 FEET;

THENCE SOUTH 50°40'48" WEST, A DISTANCE OF 249.50 FEET;

THENCE SOUTH 70°20'40" WEST, A DISTANCE OF 81.99 FEET;

THENCE SOUTH 84°13'05" WEST, A DISTANCE OF 73.28 FEET;

THENCE SOUTH 29°52'21" EAST, A DISTANCE OF 41.57 FEET;

THENCE NORTH 85°42'16" WEST, A DISTANCE OF 418.34 FEET;

THENCE SOUTH 80°24'15" WEST, A DISTANCE OF 127.23 FEET;

THENCE SOUTH 58°40'04" WEST, A DISTANCE OF 68.14 FEET;

THENCE SOUTH 42°52'20" WEST, A DISTANCE OF 71.52 FEET;

THENCE SOUTH 31°18'44" WEST, A DISTANCE OF 192.28 FEET;

THENCE SOUTH 21°21'55" WEST, A DISTANCE OF 201.87 FEET;

THENCE SOUTH 36°05'31" WEST, A DISTANCE OF 64.50 FEET;

THENCE SOUTH 00°00'37" EAST, A DISTANCE OF 641.06 FEET;

THENCE NORTH 84°15'56" EAST, A DISTANCE OF 1,441.45 FEET;

THENCE SOUTH 87°18'49" EAST, A DISTANCE OF 2,180.12 FEET;

THENCE SOUTH 09°08'30" EAST, A DISTANCE OF 10.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 2.147 ACRES, (93,536 SQUARE FEET), MORE OR LESS.

BOARDS & COMMISSIONS

Planning Commission Meeting Minutes

May 26, 2026, at 1:15pm

1. **Call to Order**
   Chair Yeater called the meeting to order at 1:15pm.

2. **Roll Call - Present**
   Chair Justin Yeater
   Vice Chair Louisa Andersen
   Commissioner Jeff Carlson
   Commissioner Larry Modlin
   Absent
   Commissioner Erik Briscoe
   Commissioner Brian Franzen (arrived at 1:23pm)
   Commissioner Christian Schulte

3. **Approval of the agenda**
   There were no changes to the agenda, Chair Yeater proceeded with the agenda as published.

4. **Approval of the April 28, 2026, Planning Commission Meeting Minutes**
   Motion by: Commissioner Andersen
   She moved to approve the April 28, 2026, Planning Commission Meeting Minutes as presented.
   Second: Commissioner Carlson
   Vote: Motion passed 4-0
   Commissioners Briscoe, Franzen & Schulte were absent for this vote.

5. **A public hearing to consider a request for a series of 15 annexations of unincorporated territory located in Weld County, Colorado, known as "Great Western Industrial Park (GWIP) Annexations No. 1 through No. 15," located generally south of Eastman Park Drive, east of State Highway 257, west of Great Western Drive, and north of Weld County Road 62 ¼, into the City of Greeley comprising approximately 325 acres.**

   Michael Franke (Planner III) began his presentation by introducing himself and the items as published.

   Commissioner Anderson referenced a prior serial annexation involving Seeley Lake where concerns were raised about a possible "flagpole annexation." Although it was defended at the time because the city needed the right-of-way, she questioned how this situation is any different. Mr. Franke explained that when the land was originally established, a 10-foot strip along the southern portion near the river was intentionally left to give the property owner flexibility to choose whether to annex into the City

of Greeley, remain in the county, or join the Town of Windsor. He said the strip was historically intended to facilitate future serial annexations and preserve that option for the property owner. Chair Yeater asked Mr. Franke to reference this section on a map so everyone could better understand exactly what was being discussed. Mr. Franke displayed the map from his presentation and explained where that strip was located.

Commissioner Andersen asked whether the previous landowners had intentionally left that portion in place as a safeguard against the property inadvertently becoming an enclave or force annexed by either city. Mr. Franke confirmed that the intent was to prevent the property from becoming an enclave and to preserve the property owner's ability to choose their preferred jurisdiction based on services and other considerations.

Commissioner Andersen remarked that the arrangement was interesting and beneficial for the property owner but said it still seemed unusual that it would not be considered a flagpole annexation and was instead treated simply as an irregularly shaped parcel. Mr. Franke shared that the applicant could provide additional detail regarding the surveying work used to establish it.

Commissioner Andersen said that, in her view, the use of serial annexations and the one-sixth contiguity requirement appeared to follow the letter of the law, but not necessarily its spirit. She asked whether staff would have considered that in their compliance review. Mr. Franke noted that both city staff and the applicant's legal team have worked diligently on the case to ensure compliance with applicable legal statutes.

With no other questions for staff, Chair Yeater invited the applicant to speak about the items.

Marc Savela with Pro Real Estate representing GWIP LLC and Windsor Renewal 1 LLC, began his presentation by introducing himself and the presentation as published.

Commissioner Carlson noted that the Town of Windsor objected to the annexation, particularly citing concerns from the fire chief regarding increased response times and asked for comment on those concerns as a general public safety matter. Mr. Savela said there have been discussions with Windsor and Greeley as the process has unfolded, with more meetings expected soon. He noted the goal is to reach a collaborative solution, such as an outside service agreement, fire district service, revenue-sharing, or another intergovernmental agreement similar to existing IGAs between Greeley and Windsor, to ensure effective shared service delivery.

Commissioner Andersen asked how that arrangement relates to sewer services provided by the City of Greeley. Mr. Savela shared that they are considering multiple sewer service options, including expanding existing Greeley facilities to serve the area or partnering with the Windsor Treatment Plant. He noted that both options appear viable and that discussions are ongoing.

Commissioner Andersen asked whether that has been formally determined. Mr. Savela confirmed that it has not yet been finalized.

Commissioner Andersen asked how that would financially impact Greeley residents. Mr. Savela stated that most of the details should be addressed by the Water and Sewer Department but noted that

they would likely play a significant role in the development solution, along with West Greeley properties, if sewer service is extended to the area.

Commissioner Andersen noted a comment, possibly from the fire department, questioning whether there is any city-owned access to the property, and asked whether access would instead rely on Windsor-owned right-of-way. Mr. Savela explained that the primary access is currently via Eastman Park, which is a Town of Windsor right-of-way, and that additional coordination with Windsor will be required for access points.

Commissioner Andersen asked whether traffic concerns were discussed during any of the meetings. Mr. Savela shared that traffic impacts have been evaluated primarily based on existing conditions but noted that full analysis is difficult without knowing the specific future industrial uses. He added that more detailed traffic, water, and sewer studies will be required during the plating and site plan stages for each user.

Commissioner Andersen noted that if the property were annexed and zoned for heavy industrial use as proposed, it would likely generate significantly different traffic patterns than what the Town of Windsor may have originally anticipated. Mr. Savela stated that the surrounding park areas are already designated for heavy industrial use, and that such uses are consistent with planning by the county, Windsor, and Greeley. He added that the proposal does not represent a change from the anticipated use of the property.

With no other questions for the applicant, Chair Yeater opened the public portion of the meeting at 1:34pm. Seeing no one in person or online wishing to speak, Chair Yeater closed the public portion of the meeting at 1:34pm and turned it over to the Commission for action. Chair Yeater requested that each item be read into the record individually for a motion and vote.

Commissioner Andersen moved to discuss this item before a motion is made.
Commissioner Franzen seconded her motion. Chair Yeater then opened the item for discussion.

Commissioner Andersen expressed concern about the process, noting that it felt unusual that the City Council referred the matter to the Planning Commission rather than the other way around. She added that, in her experience, it typically proceeds from the Commission to the Council, and she found the reversal of that sequence unexpected.

Commissioner Franzen asked whether staff could provide any insight into why the item went to Council before Planning Commission. Caleb Jackson (Interim Planning Manager) asked Edwin Chapin (Assistant City Attorney II) to address that process.

Mr. Chapin explained that state annexation law requires petitions to first be submitted to City Council, which must determine they are in substantial compliance with statutory requirements, such as proper signatures and complete documentation. Council must then set and hold a public hearing on annexation eligibility, after which it makes a formal determination and may take final action on the annexation.

Commissioner Andersen noted Windsor’s letter in the packet and expressed concern that it appeared to suggest a potential legal issue involving mediation. She asked for clarification on that point. Mr.

Chapin explained that while state law requires notice to an affected municipality and allows a 30-day period for review, objection, and potential mediation, the City notified Windsor on September 30 and received its objection on October 14. He said Council has already found the petition in substantial compliance and eligible for annexation, and that Windsor's mediation request in April came outside the statutory window. Accordingly, the City Attorney's Office does not believe mediation is legally required.

Chair Yeater sought clarification that the Town of Windsor's position is that the City of Greeley failed to follow a procedural requirement. They are not claiming that the City lacks the authority to annex the property; they are simply asserting that the proper annexation procedure was not followed. Mr. Chapin confirmed that this was his understanding. He stated that Windsor alleges that Greeley did not follow the required procedure when agreeing to mediation. Windsor is not asserting that the annexation itself is inappropriate. Mr. Chapin shared that while Windsor may oppose the annexation, Greeley has made every effort to comply with all applicable legal requirements and procedures.

With no other discussion or questions, Chair Yeater closed the discussion and turned it over to the Commission for a motion on the items.

Annexation No. 1
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 1 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 2
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 2 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 3
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 3 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 4
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 4 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 5
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 5 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 6
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 6 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 7
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 7 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 8
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 8 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 9
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 9 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 10
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 10 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 11
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 11 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 12
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 12 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 13
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214. b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 13 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 14
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 14 to City Council.
Second: Commissioner Modlin
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

Annexation No. 15
Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for annexation meets the approval criteria found in Section 24-214.b.2(a-e) and recommends approval of the Great Western Industrial Park (GWIP) Serial Annexation No. 15 to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

6. A public hearing to consider a request to establish I-H (Industrial High Intensity) and C-D (Conservation District) zoning for property known as "Great Western Industrial Park (GWIP) Annexations No. 1 through No. 15," located generally south of Eastman Park Drive, east of State Highway 257, west of Great Western Drive, and north of Weld County Road 62 ¼ comprising approximately 325 acres.

Mr. Jackson stated that the previous presentation included this item at the same time, so they offered to answer any questions related to the zoning item.

Chair Yeater stated that Commissioner Anderson raised concerns related to the storm sewer and sanitary sewer systems. He requested information regarding how Greeley would fund services currently provided by Windsor and what impact, if any, those costs would have on Greeley residents.

Dylan Belanger (Engineer III) stated that a funding mechanism has not yet been determined. Although a General Improvement District (GID) has been discussed and referenced in the Water and Sewer Department's will-serve letter, no final funding approach has been established, and no additional burden is currently anticipated for existing residents.

Chair Yeater asked if the property would be subject to a GID if it was put in place. Mr. Belanger stated yes, it would.

Commissioner Andersen sought clarification, asking how it could be concluded that there would be no additional costs to Greeley residents when the funding mechanism had not yet been determined. Mr. Jackson shared that the Director of Water and Sewer stated that Greeley's wastewater treatment plant currently has approximately 40% available capacity and that new industrial development would pay substantial tap fees and user rates. He indicated that the resulting revenue is expected to offset associated costs, minimizing impacts on existing ratepayers.

Commissioner Andersen expressed concern regarding the feasibility of transporting wastewater to Greeley, noting the topographical challenges and requesting clarification on the proposed plan for conveying sewage from the site to the City of Greeley. Mr. Belanger stated that the proposed plan involves the construction of a lift station to convey wastewater to Greeley.

Commissioner Andersen asked how that would be funded. Mr. Jackson explained that the funding would be provided through development impact fees paid at the time of construction, as well as ongoing water and sewer service rates paid by the new users.

Commissioner Andersen asked whether the property itself or a General Improvement District (GID) would be responsible for the lift station in this area. Don Threewitt (Interim Director of Community Development) stated that a GID would fund regional improvements, while a lift station serving only the property would be the owner's responsibility. He noted that multiple funding options remain under consideration, including the GID framework, enterprise fund, and system expansion plans, and that the specific mechanism has not yet been determined. He also indicated that service arrangements with the Town of Windsor remain possible and confirmed that the property can be served with water and sewer.

Chair Yeater referenced an existing intergovernmental agreement (IGA) and asked for clarification on its expiration timeline and term. Mr. Threewitt stated that the Windsor IGA does not have an expiration date and noted that the details of the agreement were not within the scope of the discussion.

Chair Yeater raised a question regarding traffic and requested clarification on the existing zoning and how it compares to the proposed zoning change. Mr. Franke explained that the current zoning, established by Weld County, is industrial in nature and that the proposed City of Greeley zoning is also industrial heavy. He stated that the change is essentially like-for-like, intended to maintain existing uses without creating nonconformities while allowing flexibility for future industrial development. He noted that the difference between the two is largely in designation rather than use.

Chair Yeater asked whether the property would meet the traffic requirements of the zoning at full build-out or will each applicant have to address that in their application and then any changes would ultimately be addressed. Mr. Belanger confirmed that each new application would require a separate traffic study to evaluate differences or similarities in impacts. He noted that any required improvements identified through the study would need to be incorporated into the applicant's site plan or subsequent land use applications following the zoning approval.

Chair Yeater asked whether the application would also address impacts to the surrounding area, specifically referencing the interchange at Highways 17 and 34. Mr. Belanger explained that referrals will be sent to Windsor, CDOT, and city traffic engineering and Public Works staff. Prior to future land use submittals, applicants will participate in a scoping meeting where the city identifies required traffic study intersections, in coordination with CDOT and Windsor requirements.

Chair Yeater noted that once the zoning is approved, future permits would proceed through administrative review. He raised concerns regarding setback and landscaping requirements and asked whether the property would be required to comply with updated standards or could continue

operating under its existing use. Mr. Franke stated that any site improvements would be required to comply with current code and should be considered as part of the project's required upgrades.

With no other questions for staff, Chair Yeater invited the applicant to speak to the item.

Mr. Savela also stated that the previous presentation included this item at the same time, and he offered to answer any questions related to the zoning item.

Chair Yeater referenced efforts to attract buyers and asked for clarification on the current level of occupancy in the area, as well as the anticipated number of additional tenants to complete development. Mr. Savela stated that the most likely area for new development is the approximately 100-acre northern portion of the site adjacent to Eastman Park. He noted that the southern portion contains existing buildings, a rail loop track used for material transport, and two oil and gas production facilities, which may be redeveloped in the future but are not near-term priorities. He added that the northern area could accommodate one to five users depending on facility size, with a previously discussed beverage supplier potentially occupying a majority of the site.

Chair Yeater expressed concern about approving the most intensive possible use without knowing the eventual end users or their operations. He asked whether any changes to traffic patterns or road infrastructure would be required to accommodate new facilities. Mr. Savela stated that traffic impacts would likely require acceleration and deceleration lanes on Eastman Park, as well as improvements to Highway 257 and other access points off Highway 34. He noted that such improvements have been previously discussed with Windsor and CDOT and indicated that most future users would trigger additional on-site and off-site traffic upgrades as part of development.

Chair Yeater asked whether discussions had taken place with the City of Greeley to determine what those requirements would entail. Mr. Savela stated that coordination with Greeley has not yet occurred for portions of the site within Windsor and noted the potential expansion of Crossroads Boulevard, in coordination with Windsor, Weld County, and Greeley, to provide additional access. He added that multiple infrastructure options remain under consideration and that Greeley zoning would support marketing the property and identifying future infrastructure needs based on future uses.

Chair Yeater asked whether Greeley's water services were a factor in selecting annexation into the City of Greeley and requested examples of potential users being targeted for the site, beyond a previously mentioned bottling plant. Dean Brown (Head of the Industrial Development Team for the Applicant) explained that past interest from large companies had been limited by insufficient water capacity. He cited examples including Smucker's and PepsiCo, noting that both considered locating in the area but chose other sites due to water constraints. He added that future targets include large Fortune 500 companies that would bring jobs to the community.

With no other questions for the applicant, Chair Yeater opened the public portion of the meeting at 2:05pm. Seeing no one in person or online wishing to speak, Chair Yeater closed the public portion of the meeting at 2:05pm and turned it over to the Commission for action.

Motion by: Commissioner Carlson
Based on the application received and the preceding analysis, the Planning Commission finds that the request for an establishment of zoning meets the approval criteria found in Section 24-204.b.(1-9) and recommends approval of the establishment of zoning to City Council.
Second: Commissioner Franzen
Vote: Motion passed 4-1 (Yea – Carlson, Yeater, Franzen, Modlin | Nay – Andersen)
Commissioners Briscoe and Schulte were absent for this vote.

7. **Staff Report:**
Mr. Jackson shared that there will be no Planning Commission Meeting on June 9, 2026. He also stated that work on the Westside and Eastside Area Plans continues to progress. The Eastside Area Plan is currently focused on stakeholder engagement and preparing for an additional round of community outreach to gather feedback on future concepts. For the Westside Area Plan, an updated draft from consultants is expected soon, incorporating input from the Planning Commission, City Council, the public, and other stakeholders. The project remains on track for consideration and potential adoption later this summer.

8. **Adjournment:**
Chair Yeater adjourned the meeting at 2:07pm.

Justin Yeater – Chair

Don Threewitt – Interim Comm. Development Director

Council Agenda Summary

August 4, 2026
Key Staff Contact: Donald Threewitt, Interim Director of Community Development, Douglas May, Principal Planner

Title:

Introduction and first reading of an ordinance annexing to the city of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as "Arroyos del Sol" located generally north-west of State Highway 257 spur, west of Weld County Road 19, and south of the Cache La Poudre River, into the City of Greeley. The subject site is comprised of 999.72 acres.

Summary:

The City of Greeley has petitioned to annex approximately 999.72 acres of unincorporated land located generally north-west of State Highway 257 Spur, west of Weld County Road 19, and south of the Cache la Poudre River. The annexation includes two parcels and adjacent rights-of-way, excluding the parcel containing the Missile Silo Park, per discussions with Weld County.

The property was acquired with a conservation easement intended to preserve the land as open space. It has since become Greeley's newest Natural Area, known as Arroyos del Sol, reflecting the City's commitment to conservation and community recreational opportunities.

The proposed annexation area is currently zoned A (Agriculture) by Weld County, and the City proposes zoning it as C-D (Conservation District) to ensure the property's continued use as protected open space.

The annexation area lies within the City's Long-Range Expected Growth Area and is designated primarily for conservation and open space uses in the Imagine Greeley Comprehensive Plan. The proposed annexation complies with Colorado Revised Statutes §31-12-104 and §31-12-105, which outline the statutory requirements for annexation, including contiguity, community interest, urbanization potential, and integration with City services.

The City Attorney's Office has determined the proposal meets the statutory requirements to be considered for annexation, and City Council adopted a resolution on July 7, 2026, setting the public hearing for August 18, 2026.

The annexation application was heard by the Planning Commission on July 14, 2026. The Planning Commission recommended approval of the annexation with a 6-0 vote. Letters regarding the City Council public hearing were mailed to property owners within 1,000 feet, signs were posted on the site, and a public notice was published on the City of Greeley website to comply with city requirements.

The following attachments can be found here: July 14, 2026, Planning Commission Meeting

1. Annexation Staff Report
2. Arroyos Del Sol Annexation Petition

3. Vicinity Map 1
4. Vicinity Map 2
5. Arroyos del Sol Plat
6. Project Narrative
7. Staff Presentation

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the annexation, aside from potential considerations for emergency response. The current zoning proposal is for C-D (Conservation District).

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 18, 2026.

Attachments:

1. Ordinance No. 42, 2026 with Appendix A
2. Annexation Map
3. 07.14.26 Draft Planning Commission Minutes

CITY OF GREELEY, COLORADO
ORDINANCE NO. 42, 2026
CASE NO. ANX2024-0004

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "ARROYOS DEL SOL" LOCATED GENERALLY NORTHWEST OF STATE HIGHWAY 257 SPUR, WEST OF WELD COUNTY ROAD 19, AND SOUTH OF THE CACHE LA POUDRE RIVER, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 999.72 ACRES.

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

Section 1. The City Council of Greeley, Colorado, hereby finds that the property, referenced in Section 2 below, in which one hundred percent (100%) of the landowners have petitioned for annexation to the City of Greeley, is in all respects eligible for annexation and the annexation proceedings have been conducted in compliance with the laws of the State of Colorado.

Section 2. The property referenced in this section and legally described in Appendix A is hereby approved for annexation and is annexed to the City of Greeley, Colorado.

Section 3. Pursuant to Section 31-12-113 of the Colorado Revised Statutes, one copy of the property map and the original annexation ordinance shall be filed with the City Clerk of the City of Greeley, Colorado, and three (3) certified copies of this Ordinance and map of the area annexed shall be filed for recording with the Clerk and Recorder of Weld County, Colorado, within thirty (30) days after the effective date of this Ordinance. The Clerk and Recorder of Weld County, Colorado, is required to file one (1) certified copy of this Ordinance and map of the property annexed with the Division of Local Government of the Colorado Department of Local Affairs pursuant to such section.

Section 4. The City Clerk of the City of Greeley, Colorado, shall promptly transmit to the Northern Colorado Water Conservancy District a certified copy of this Ordinance and shall cooperate with the District to annex the subject area into the District's Municipal Subdistrict pursuant to the provisions of Section 37-45-136 (3.6) of the Colorado Revised Statutes.

Section 5. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

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

ATTEST **THE CITY OF GREELEY, COLORADO**

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

APPENDIX A
ORDINANCE NO. 42, 2026
CASE NO. ANX2024-0004

AN ORDINANCE ANNEXING TO THE CITY OF GREELEY, COLORADO, CERTAIN UNINCORPORATED TERRITORY LOCATED IN WELD COUNTY, COLORADO, KNOWN AS "ARROYOS DEL SOL" LOCATED GENERALLY NORTHWEST OF STATE HIGHWAY 257 SPUR, WEST OF WELD COUNTY ROAD 19, AND SOUTH OF THE CACHE LA POUDRE RIVER, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 999.72 ACRES.

A TRACT OF LAND SITUATE IN THE WEST HALF OF SECTION TWO (2) AND SECTION THREE (3), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-SEVEN

WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), WELD COUNTY, COLORADO,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M.

THENCE SOUTH 89° 20' 56" WEST, A DISTANCE OF 2559.55 FEET;

THENCE SOUTH 89° 21' 00" WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2528.33 FEET;

THENCE NORTH 00° 04' 41" WEST, A DISTANCE OF 1824.00 FEET;

THENCE NORTH 01° 05' 35" EAST, A DISTANCE OF 378.74 FEET;

THENCE NORTH 06° 57' 12" EAST, A DISTANCE OF 155.54 FEET;

THENCE NORTH 07° 49' 34" EAST, A DISTANCE OF 40.88 FEET;

THENCE NORTH 03° 27' 58" EAST, A DISTANCE OF 20.35 FEET;

THENCE NORTH 00° 54' 02" WEST, A DISTANCE OF 19.92 FEET;

THENCE NORTH 05° 37' 38" WEST, A DISTANCE OF 41.13 FEET;

THENCE NORTH 01° 45' 57" EAST, A DISTANCE OF 42.15 FEET;

THENCE NORTH 20° 13' 27" EAST, A DISTANCE OF 20.57 FEET;

THENCE NORTH 25° 54' 42" EAST, A DISTANCE OF 20.20 FEET;

THENCE NORTH 69° 19' 27" WEST, A DISTANCE OF 82.82 FEET;

THENCE NORTH 00° 04' 41" WEST, TO THE WEST QUARTER CORNER OF SAID SECTION 3, A DISTANCE OF 5.93 FEET;

THENCE NORTH 06° 05' 33" EAST, TO THE NORTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2831.94 FEET;

THENCE NORTH 84° 19' 27" EAST, A DISTANCE OF 374.03 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, A DISTANCE OF 96.87 FEET, SAID CURVE HAS A RADIUS OF 1357.50 FEET, A

DELTA OF 04° 05' 19" AND IS SUBTENDED BY A CHORD BEARING SOUTH 50° 55' 19" EAST, A DISTANCE OF 96.85 FEET;

THENCE SOUTH 61° 44' 20" EAST, A DISTANCE OF 542.32 FEET;

THENCE SOUTH 63° 30' 51" EAST, A DISTANCE OF 843.40 FEET;

THENCE NORTH 44° 41' 29" EAST, A DISTANCE OF 522.41 FEET;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT, A DISTANCE OF 171.91 FEET, SAID CURVE HAS A RADIUS OF 254.36 FEET, A DELTA

OF 38° 43' 25.2" AND IS SUBTENDED BY A CHORD BEARING NORTH 25° 19' 48" EAST, A DISTANCE OF 168.66 FEET;

THENCE NORTH 05° 58' 07" EAST, A DISTANCE OF 349.31 FEET;

THENCE NORTH 84° 19' 27" EAST, TO THE NORTH QUARTER CORNER OF SAID SECTION 3, A DISTANCE OF 787.57 FEET;

THENCE NORTH 84° 15' 55" EAST, TO THE NORTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2924.00 FEET;

THENCE SOUTH 87° 18' 15" EAST, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION

2, A DISTANCE OF 1164.63 FEET;

THENCE SOUTH 87° 19' 15" EAST, TO THE WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, RECORDED WITH THE WELD COUNTY CLERK

AND RECORDER AS RECEPTION NO. 1997982, A DISTANCE OF 1023.87 FEET;

THENCE SOUTH 09° 06' 25" EAST, ALONG SAID WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, A DISTANCE OF 269.45 FEET;

THENCE SOUTH 06° 22' 37" WEST, ALONG SAID WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, TO THE CENTER QUARTER CORNER OF

SECTION 2, A DISTANCE OF 2678.94 FEET;

THENCE SOUTH 06° 22' 37" WEST, A DISTANCE OF 2906.16 FEET;

THENCE NORTH 89° 29' 42" WEST, A DISTANCE OF 1305.13 FEET;

THENCE NORTH 00° 30' 18" EAST, A DISTANCE OF 10.00 FEET;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT, A DISTANCE OF 458.82 FEET, SAID CURVE HAS A RADIUS OF 805.00 FEET, A DELTA

OF 32° 39' 22.4" AND IS SUBTENDED BY A CHORD BEARING NORTH 73° 09' 53" WEST, A DISTANCE OF 452.63 FEET;

THENCE NORTH 56° 50' 12" WEST, A DISTANCE OF 932.09 FEET;

THENCE SOUTH 09° 49' 15" WEST, A DISTANCE OF 425.63 FEET;

THENCE SOUTH 03° 18' 47" EAST, A DISTANCE OF 260.81 FEET;

THENCE NORTH 89° 29' 42" WEST, A DISTANCE OF 60.06 FEET, TO THE POINT OF BEGINNING.

EXCEPT TRACT 100 DECREE ON DECLARATION OF TAKING BOOK 1550, PAGE 320, RECORDED ON FEBRUARY 5, 1960, AT RECEPTION NO. 1322395

CONTAINING 999.72 ACRES MORE OR LESS, INCLUDING 26.13 ACRES OF EXISTING PUBLIC ROAD RIGHT-OF-WAY.

ANNEXATION MAP OF
ARROYOS DEL SOL
SITUATED IN SECTION 3 AND THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
ANX2024-0004

ANNEXATION DESCRIPTION:

A TRACT OF LAND SITUATE IN THE WEST HALF OF SECTION TWO (2) AND SECTION THREE (3), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), WELD COUNTY, COLORADO,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M.

THENCE SOUTH 89° 20' 56" WEST, A DISTANCE OF 2559.55 FEET;

THENCE SOUTH 89° 21' 00" WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2528.33 FEET;

THENCE NORTH 00° 04' 41" WEST, A DISTANCE OF 1824.00 FEET;

THENCE NORTH 01° 05' 35" EAST, A DISTANCE OF 378.74 FEET;

THENCE NORTH 06° 57' 12" EAST, A DISTANCE OF 155.54 FEET;

THENCE NORTH 07° 49' 34" EAST, A DISTANCE OF 40.88 FEET;

THENCE NORTH 03° 27' 58" EAST, A DISTANCE OF 20.35 FEET;

THENCE NORTH 00° 54' 02" WEST, A DISTANCE OF 19.92 FEET;

THENCE NORTH 05° 37' 38" WEST, A DISTANCE OF 41.13 FEET;

THENCE NORTH 01° 45' 57" EAST, A DISTANCE OF 42.15 FEET;

THENCE NORTH 20° 13' 27" EAST, A DISTANCE OF 20.57 FEET;

THENCE NORTH 25° 54' 42" EAST, A DISTANCE OF 20.20 FEET;

THENCE NORTH 69° 19' 27" WEST, A DISTANCE OF 82.82 FEET;

THENCE NORTH 00° 04' 41" WEST, TO THE WEST QUARTER CORNER OF SAID SECTION 3, A DISTANCE OF 5.93 FEET;

THENCE NORTH 06° 05' 33" EAST, TO THE NORTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2831.94 FEET;

THENCE NORTH 84° 19' 27" EAST, A DISTANCE OF 374.03 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, A DISTANCE OF 96.87 FEET, SAID CURVE HAS A RADIUS OF 1357.50 FEET, A DELTA OF 04° 05' 19" AND IS SUBTENDED BY A CHORD BEARING SOUTH 50° 55' 19" EAST, A DISTANCE OF 96.85 FEET;

THENCE SOUTH 61° 44' 20" EAST, A DISTANCE OF 542.32 FEET;

THENCE SOUTH 63° 30' 51" EAST, A DISTANCE OF 843.40 FEET;

THENCE NORTH 44° 41' 29" EAST, A DISTANCE OF 522.41 FEET;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT, A DISTANCE OF 171.91 FEET, SAID CURVE HAS A RADIUS OF 254.36 FEET, A DELTA OF 38° 43' 25.2" AND IS SUBTENDED BY A CHORD BEARING NORTH 25° 19' 48" EAST, A DISTANCE OF 168.66 FEET;

THENCE NORTH 05° 58' 07" EAST, A DISTANCE OF 349.31 FEET;

THENCE NORTH 84° 19' 27" EAST, TO THE NORTH QUARTER CORNER OF SAID SECTION 3, A DISTANCE OF 787.57 FEET;

THENCE NORTH 84° 15' 55" EAST, TO THE NORTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2924.00 FEET;

THENCE SOUTH 87° 18' 15" EAST, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1164.63 FEET;

THENCE SOUTH 87° 19' 15" EAST, TO THE WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, RECORDED WITH THE WELD COUNTY CLERK AND RECORDER AS RECEPTION NO. 1997982, A DISTANCE OF 1023.87 FEET;

THENCE SOUTH 09° 06' 25" EAST, ALONG SAID WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, A DISTANCE OF 269.45 FEET;

THENCE SOUTH 06° 22' 37" WEST, ALONG SAID WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, TO THE CENTER QUARTER CORNER OF SECTION 2, A DISTANCE OF 2678.94 FEET;

THENCE SOUTH 06° 22' 37" WEST, A DISTANCE OF 2906.16 FEET;

THENCE NORTH 89° 29' 42" WEST, A DISTANCE OF 1305.13 FEET;

THENCE NORTH 00° 30' 18" EAST, A DISTANCE OF 10.00 FEET;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT, A DISTANCE OF 458.82 FEET, SAID CURVE HAS A RADIUS OF 805.00 FEET, A DELTA OF 32° 39' 22.4" AND IS SUBTENDED BY A CHORD BEARING NORTH 73° 09' 53" WEST, A DISTANCE OF 452.63 FEET;

THENCE NORTH 56° 50' 12" WEST, A DISTANCE OF 932.09 FEET;

THENCE SOUTH 09° 49' 15" WEST, A DISTANCE OF 425.63 FEET;

THENCE SOUTH 03° 18' 47" EAST, A DISTANCE OF 260.81 FEET;

THENCE NORTH 89° 29' 42" WEST, A DISTANCE OF 60.06 FEET, TO THE POINT OF BEGINNING.

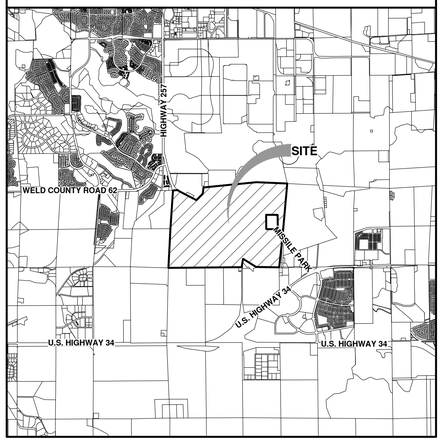
EXCEPT TRACT 100 DECREE ON DECLARATION OF TAKING BOOK 1550, PAGE 320, RECORDED ON FEBRUARY 5, 1960, AT RECEPTION NO. 1322395

CONTAINING 999.72 ACRES MORE OR LESS, INCLUDING 26.13 ACRES OF EXISTING PUBLIC ROAD RIGHT-OF-WAY.

(FIDELITY NATIONAL TITLE INSURANCE COMPANY ORDER NO. N0025608-030-ME1-2SN, EFFECTIVE DATE OF JANUARY 9, 2022)

NORTH

VICINITY MAP
SCALE: 1" = 5000'



ANNEXATION

TOTAL PERIMETER	32,326.37 FEET
CONTIGUOUS BOUNDARY	9,647.97 FEET
MINIMUM CONTIGUOUS PERIMETER FEET REQUIRED	5,387.73 FEET
TOTAL LAND AREA OF ANNEXATION	999.72 ACRES ±

DENOTES CONTIGUOUS TOWN BOUNDARY

SURVEYOR'S NOTES:

1. THE LINEAL UNIT OF MEASURE FOR THIS SURVEY IS U.S. SURVEY FEET.
2. THE BASIS OF BEARINGS IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 3, AS BEARING NORTH 06° 05' 33" EAST (ASSUMED BEARING), WITH THE WEST QUARTER CORNER OF SAID SECTION 3, MONUMENTED BY A #6 REBAR WITH A 3.25" ALUMINUM CAP, STAMPED LS 22098 AND THE NORTHWEST CORNER OF SAID SECTION 3, MONUMENTED BY A #6 REBAR WITH A 2.5" ALUMINUM CAP, STAMPED LS 22098.
3. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY & TITLE OF RECORD, EPS GROUP RELIED UPON ORDER NO. N0025608-030-ME1-2SN, EFFECTIVE DATE OF JANUARY 9, 2022, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY.
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY EPS GROUP TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD.
5. EXISTING ZONING: WELD COUNTY - AGRICULTURE (A)
   PROPOSED ZONING: CITY OF GREELEY - CONSERVATION DISTRICT (C-D)
6. ADJACENT PROPERTY OWNER INFORMATION PER THE WELD COUNTY PROPERTY PORTAL.
7. THE PROFESSIONAL OPINION OF THE SURVEYOR IS NOT A DETERMINATION OF LAW, NOR A MATTER OF FACT.
8. THE WORD "STATE", "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED. DORA BYLAWS AND RULES (4 CCR 730-1).
9. EASEMENTS AND OTHER RECORD DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
10. THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION & INITIAL ZONING PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A MONUMENTED LAND SURVEY AS DEFINED BY THE STATE OF COLORADO.

CITY COUNCIL APPROVAL:

Approved by the Greeley City Council on this _____ day of _____, 20____.

CITY OF GREELEY MAYOR:

_____ _____
City of Greeley Mayor Date

COMMUNITY DEVELOPMENT DIRECTOR:

_____ _____
Director of Community Development Date

DEVELOPMENT REVIEW MANAGER:

_____ _____
Development Review Manager Date

SURVEYOR'S STATEMENT

I, THAREN J. HELGERSON, A COLORADO PROFESSIONAL LAND SURVEYOR DO HEREBY STATE THAT THIS PROPERTY DESCRIPTION OF LAND PROPOSED TO BE ANNEXED TO THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION.

THIS ANNEXATION DRAWING IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION FROM EXISTING DOCUMENTS OF RECORD TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION AS SHOWN HEREON.

I FURTHER STATE THAT NOT LESS THAN ONE-SIXTH OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY LINE OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

PRELIMINARY
08/27/25
FOR REVIEW ONLY

THAREN J. HELGERSON
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38882
FOR AND ON BEHALF OF EPS GROUP, INC.

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION: 2 AND 3
TOWNSHIP: 5 NORTH
RANGE: 67 WEST OF 6TH PM

PROJECT: 24-0572
CLIENT: CITY OF GREELEY
DRAWN BY: J. BUNNER
DATE: 08/27/25
SCALE: AS SHOWN
REVIEWED BY: T. HELGERSON

EPS GROUP
970.221.4158 eps@epsgrp.com
ARIZONA | COLORADO

ANNEXATION MAP OF
ARROYOS DEL SOL
CITY OF GREELEY, WELD COUNTY, COLORADO

Sheet
1
Of 6 Sheets

S:\Survey Jobs\24-0572\Dwg\Annexation\24-0572 Annexation.dwg

ANNEXATION MAP OF
ARROYOS DEL SOL
SITUATED IN SECTION 3 AND THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
ANX2024-0004

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	96.87'	1357.50'	4°05'19"	S50°55'19"E	96.85'
C2	171.91'	254.36'	38°43'25"	N25°19'48"E	168.66'
C3	458.82'	805.00'	32°39'22"	N73°09'53"W	452.63'

LEGEND
- CONTIGUOUS TOWN BOUNDARY
- ANNEXATION BOUNDARY LINE
- LOT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- FLOOD PLAIN
- FOUND SECTION CORNER MONUMENT
- FOUND PROPERTY CORNER MONUMENT

ARROYOS DEL SOL ANNEXATION
TOTAL AREA: 999.72 ACRES
R.O.W. ACRES: 26.13 ACRES
NET AREA: 973.59 ACRES

PRELIMINARY
08/27/25
FOR REVIEW ONLY

THAREN J. HELGERSON
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38882
FOR AND ON BEHALF OF EPS GROUP, INC.

NORTH
400 0 400 800 1200 Feet
(IN U.S. SURVEY FEET)
1 inch = 400 feet

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION: 2 AND 3
TOWNSHIP: 5 NORTH
RANGE: 67 WEST OF 6TH PM
DATE: 08/27/25
SCALE: AS SHOWN
REVIEWED BY: T. HELGERSON
PROJECT: 24-0572
CLIENT: CITY OF GREELEY
DRAWN BY: J. BUNNER

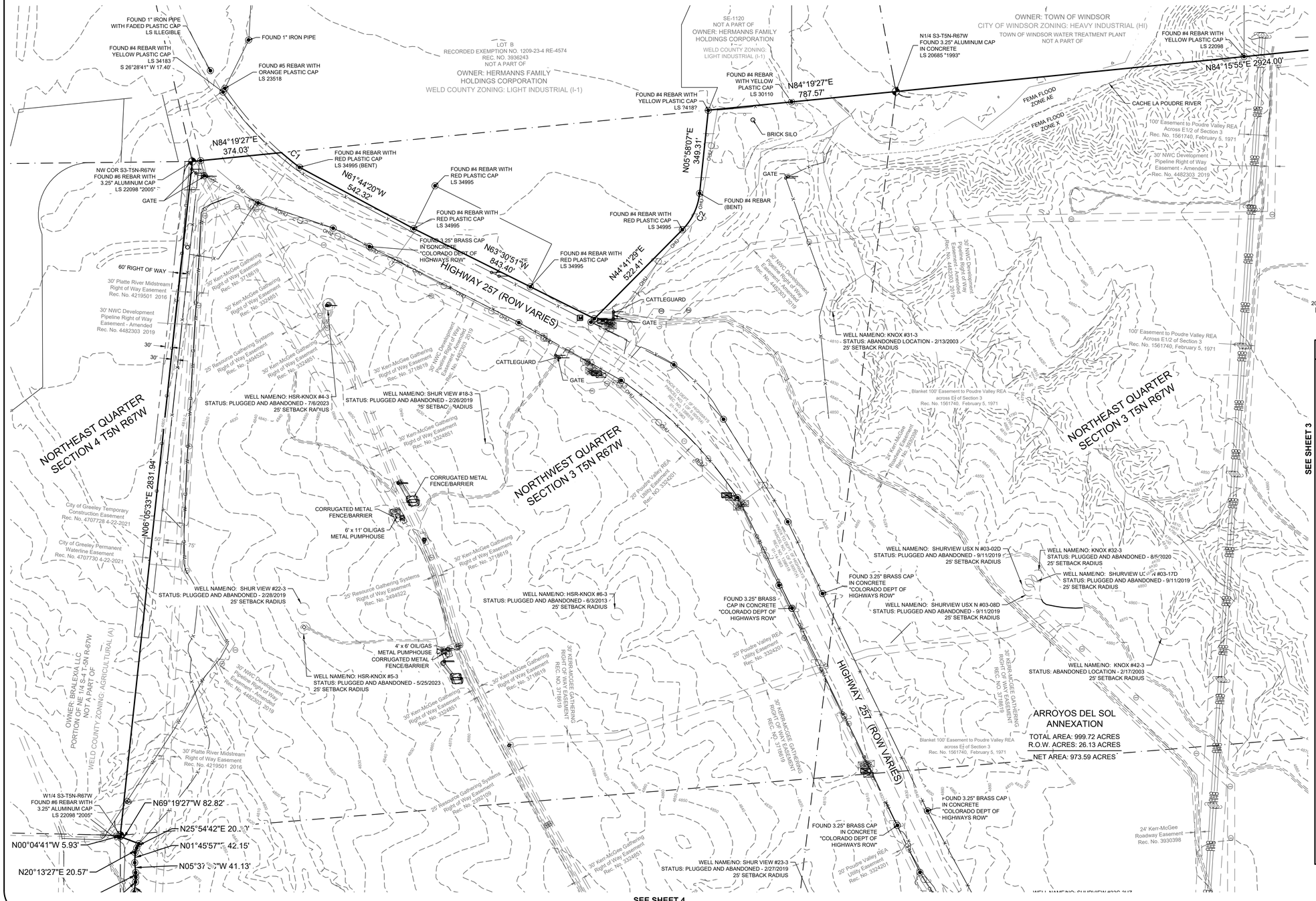
EPS GROUP
970.221.4158 eps@epsinc.com
ARIZONA | COLORADO

ANNEXATION MAP OF
ARROYOS DEL SOL
CITY OF GREELEY, WELD COUNTY, COLORADO

Sheet 2
Of 6 Sheets

S:\Survey Jobs\24-0572\Dwg\Annexation\24-0572 Annexation.dwg

SITE ANALYSIS MAP OF
ARROYOS DEL SOL
SITUATED IN SECTION 3 AND THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
ANX2024-0004



NOTES:

VERTICAL DATUM: NAVD88 USING GEOID MODEL "CO G18 GRS80"

BENCHMARK: NGS BENCHMARK NN 169 (NAVD 88 ELEVATION = 4884.32)

PRELIMINARY
08/27/25
FOR REVIEW ONLY

THAREN J. HELGERSON
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38882
FOR AND ON BEHALF OF EPS GROUP, INC.

NORTH

200 0 200 400 600 Feet
(IN U.S. SURVEY FEET)
1 inch = 200 feet

LEGEND

- SECTION LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- RIGHT OF WAY
- EXISTING FENCE LINE
- BURIED COMMUNICATION LINE
- BURIED ELECTRIC LINE
- BURIED GAS LINE
- PAVEMENT STRIPING
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC LINE
- EDGE OF GRAVEL
- EDGE OF ASPHALT
- CENTERLINE OF DITCH
- FLOOD PLAIN
- SECTION CORNER
- FOUND MONUMENT #4 REBAR WITH ORANGE PLASTIC CAP PLS 34995, UNLESS OTHERWISE NOTED
- BOLLARD
- ELECTRIC BOX
- ELECTRIC BREAKER
- FENCE GATE
- FLAG POLE
- FIBER OPTIC VAULT
- GAS RISER
- GAS PUMP
- GAS VALVE
- GUY WIRE
- FLARED END SECTION
- MAIL BOX
- ELECTRIC METER
- WATER METER
- MONITORING WELL
- ELECTRIC MARKER
- FIBER OPTIC MARKER
- GAS MARKER
- WATER MARKER
- TELEPHONE MARKER
- OIL GAS BURNER
- OIL GAS SEPARATOR
- OIL GAS TANK
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- SIGN
- TANK
- UTILITY POLE
- WELL HEAD

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION:	2 AND 3
TOWNSHIP:	5 NORTH
RANGE:	67 WEST OF 6TH PM
DATE:	08/27/25
SCALE:	1" = 200'
REVIEWED BY:	T. HELGERSON
PROJECT:	24-0572
CLIENT:	CITY OF GREELEY
DRAWN BY:	J. BUNNER

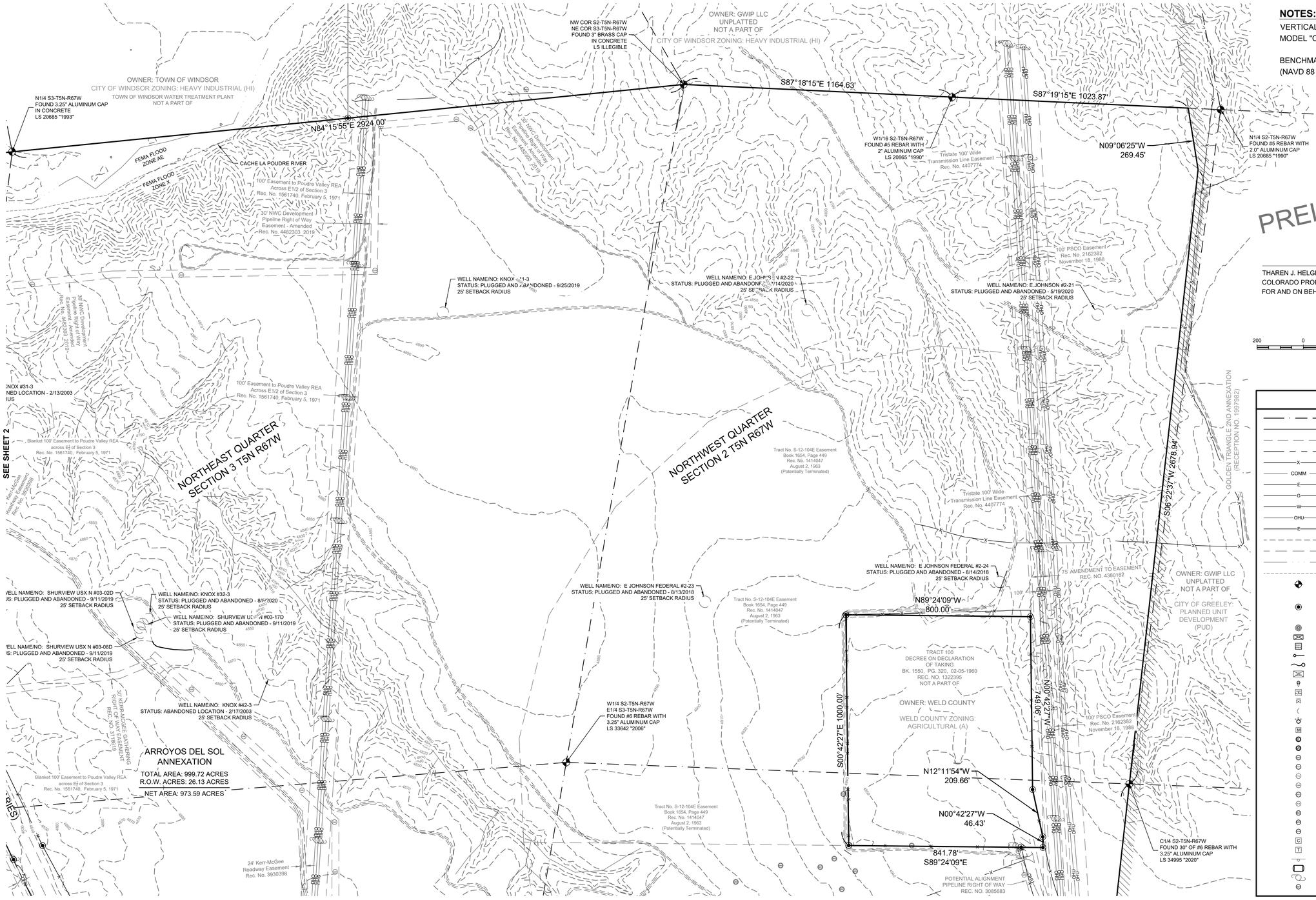
EPS GROUP
970.221.4158 eps@epsinc.com
ARIZONA | COLORADO

SITE ANALYSIS MAP OF
ARROYOS DEL SOL
CITY OF GREELEY, WELD COUNTY, COLORADO

Sheet 3
Of 6 Sheets

S:\Survey Jobs\24-0572\Dwg\Annexation\24-0572 Annexation.dwg

SITE ANALYSIS MAP OF
ARROYOS DEL SOL
SITUATED IN SECTION 3 AND THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
ANX2024-0004



NOTES:

VERTICAL DATUM: NAVD88 USING GEOID MODEL "CO G18 GRS80"

BENCHMARK: NGS BENCHMARK NN 169 (NAVD 88 ELEVATION = 4884.32)

PRELIMINARY
08/27/25
FOR REVIEW ONLY

THAREN J. HELGERSON
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38882
FOR AND ON BEHALF OF EPS GROUP, INC.

NORTH

200 0 200 400 600 Feet
(IN U.S. SURVEY FEET)
1 inch = 200 feet

LEGEND

- SECTION LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- RIGHT OF WAY
- EXISTING FENCE LINE
- BURIED COMMUNICATION LINE
- BURIED ELECTRIC LINE
- BURIED GAS LINE
- PAVEMENT STRIPING
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC LINE
- EDGE OF GRAVEL
- EDGE OF ASPHALT
- CENTERLINE OF DITCH
- FLOOD PLAIN
- SECTION CORNER
- FOUND MONUMENT #4 REBAR WITH ORANGE PLASTIC CAP PLS 34995, UNLESS OTHERWISE NOTED
- BOLLARD
- ELECTRIC BOX
- ELECTRIC BREAKER
- FENCE GATE
- FLAG POLE
- FIBER OPTIC VAULT
- GAS RISER
- GAS PUMP
- GAS VALVE
- GUY WIRE
- FLARED END SECTION
- MAIL BOX
- ELECTRIC METER
- WATER METER
- MONITORING WELL
- ELECTRIC MARKER
- FIBER OPTIC MARKER
- GAS MARKER
- WATER MARKER
- TELEPHONE MARKER
- OIL GAS BURNER
- OIL GAS SEPARATOR
- OIL GAS TANK
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- SIGN
- TANK
- UTILITY POLE
- WELL HEAD

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION: 2 AND 3
TOWNSHIP: 5 NORTH
RANGE: 67 WEST OF 6TH PM

PROJECT: 24-0572
CLIENT: CITY OF GREELEY
DRAWN BY: J. BUNNER
DATE: 08/27/25
SCALE: 1" = 200'
REVIEWED BY: T. HELGERSON

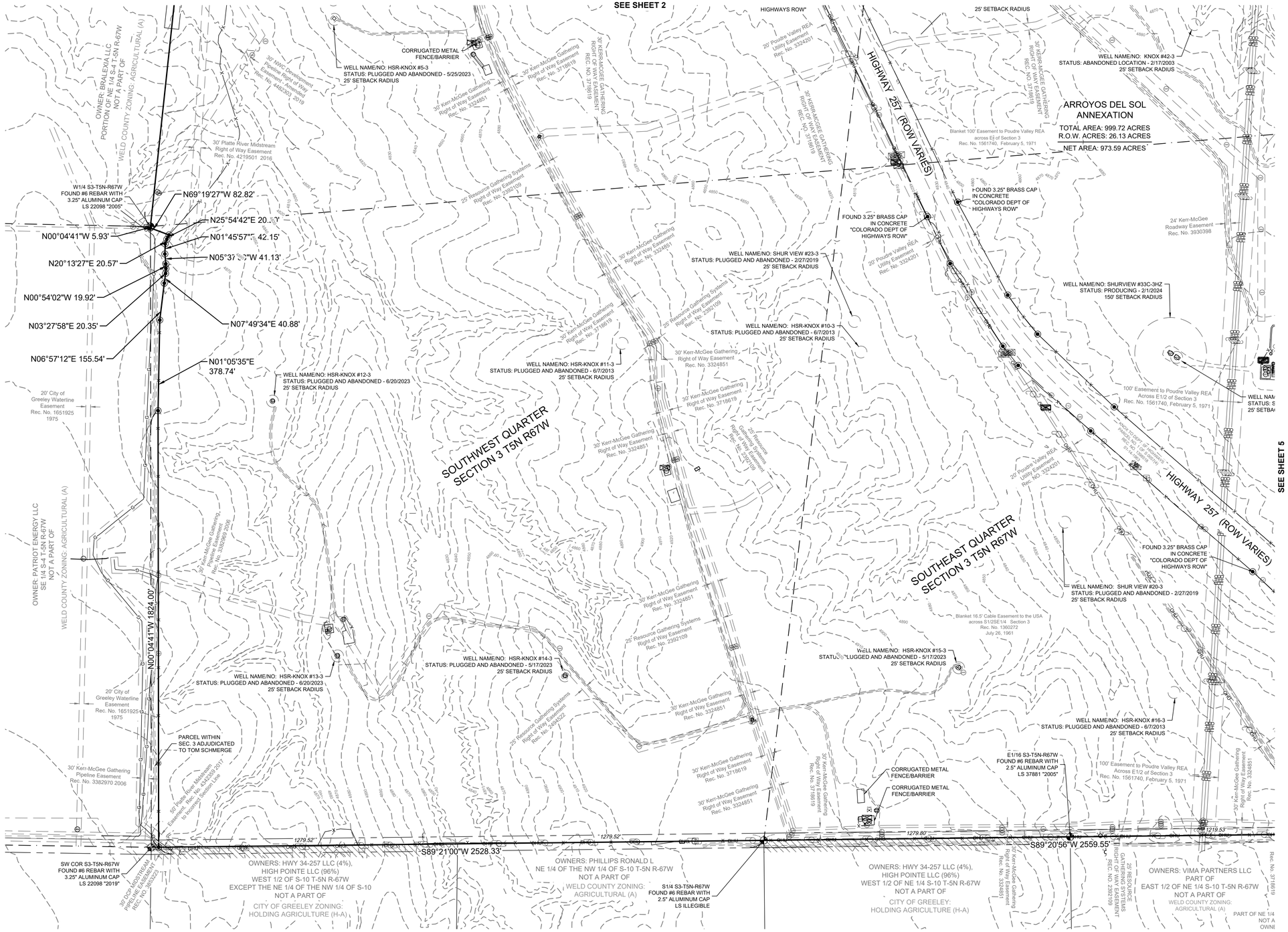
EPS GROUP
970.221.4158 epsgroupinc.com
ARIZONA | COLORADO

SITE ANALYSIS MAP OF
ARROYOS DEL SOL
CITY OF GREELEY, WELD COUNTY, COLORADO

Sheet 4
Of 6 Sheets

S:\Survey Jobs\24-0572\Dwg\Annexation\24-0572 Annexation.dwg

SITE ANALYSIS MAP OF
ARROYOS DEL SOL
SITUATED IN SECTION 3 AND THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
ANX2024-0004



NOTES:

VERTICAL DATUM: NAVD88 USING GEOID MODEL "CO G18 GRS80"

BENCHMARK: NGS BENCHMARK NN 169 (NAVD 88 ELEVATION = 4884.32)

PRELIMINARY
08/27/25
FOR REVIEW ONLY

THAREN J. HELGERSON
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38882
FOR AND ON BEHALF OF EPS GROUP, INC.

NORTH

200 0 200 400 600 Feet
(IN U.S. SURVEY FEET)
1 inch = 200 feet

LEGEND

- SECTION LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- RIGHT OF WAY
- EXISTING FENCE LINE
- BURIED COMMUNICATION LINE
- BURIED ELECTRIC LINE
- BURIED GAS LINE
- PAVEMENT STRIPING
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC LINE
- EDGE OF GRAVEL
- EDGE OF ASPHALT
- CENTERLINE OF DITCH
- FLOOD PLAIN
- SECTION CORNER
- FOUND MONUMENT #4 REBAR WITH ORANGE PLASTIC CAP PLS 34995, UNLESS OTHERWISE NOTED
- BOLLARD
- ELECTRIC BOX
- ELECTRIC BREAKER
- FENCE GATE
- FLAG POLE
- FIBER OPTIC VAULT
- GAS RISER
- GAS PUMP
- GAS VALVE
- GUY WIRE
- FLARED END SECTION
- MAIL BOX
- ELECTRIC METER
- WATER METER
- MONITORING WELL
- ELECTRIC MARKER
- FIBER OPTIC MARKER
- GAS MARKER
- WATER MARKER
- TELEPHONE MARKER
- OIL GAS BURNER
- OIL GAS SEPARATOR
- OIL GAS TANK
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- SIGN
- TANK
- UTILITY POLE
- WELL HEAD

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION: 2 AND 3
TOWNSHIP: 5 NORTH
RANGE: 67 WEST OF 6TH PM

PROJECT: 24-0572
CLIENT: CITY OF GREELEY
DRAWN BY: J. BUNNER
DATE: 08/27/25
SCALE: 1" = 200'
REVIEWED BY: T. HELGERSON

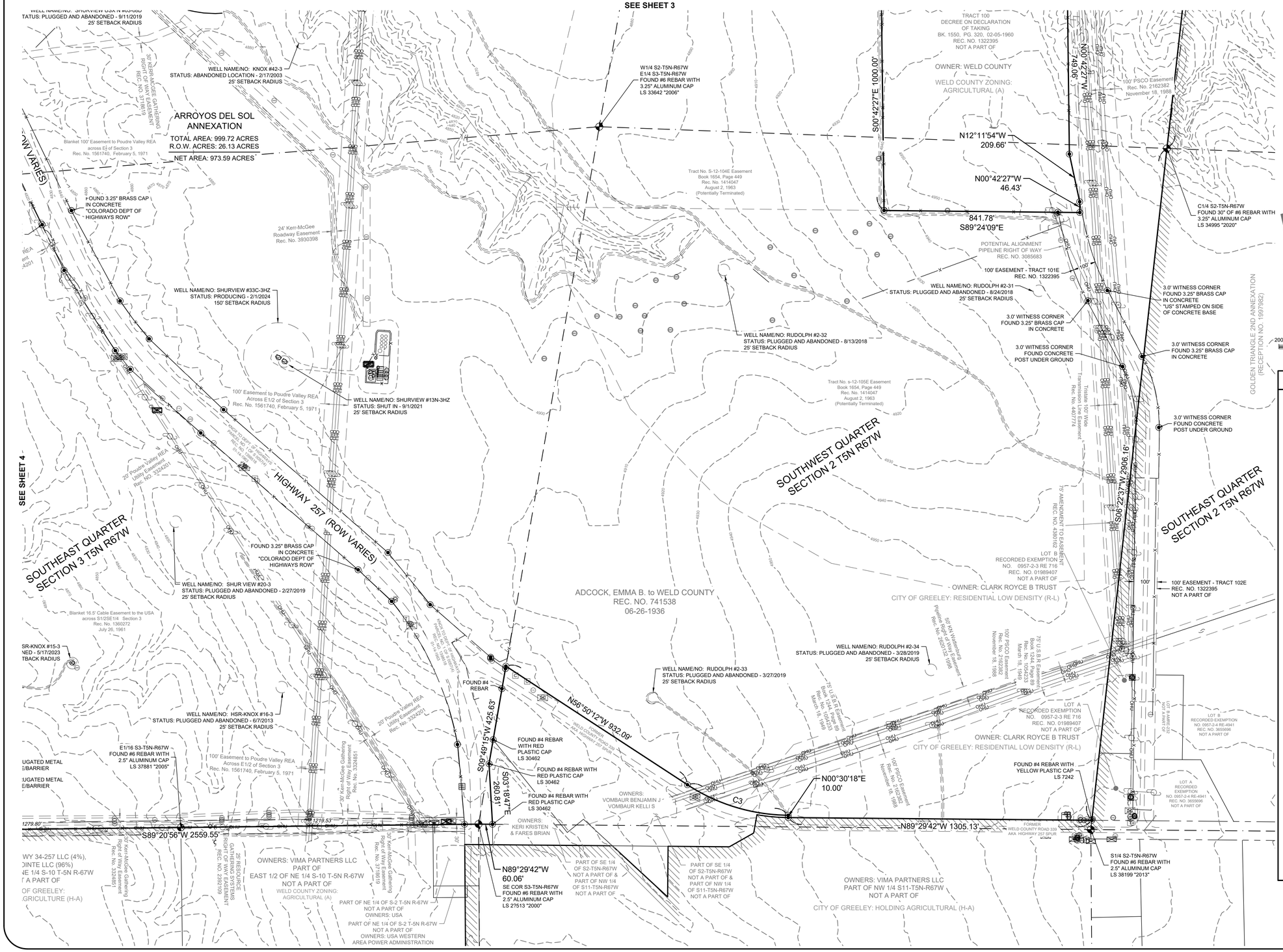
EPS GROUP
970.221.4158 epsgroupinc.com
ARIZONA | COLORADO

SITE ANALYSIS MAP OF
ARROYOS DEL SOL
CITY OF GREELEY, WELD COUNTY, COLORADO

Sheet 5
Of 6 Sheets

S:\Survey Jobs\24-0572\Dwg\Annexation\24-0572 Annexation.dwg

SITE ANALYSIS MAP OF
ARROYOS DEL SOL
SITUATED IN SECTION 3 AND THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
ANX2024-0004



NOTES:

VERTICAL DATUM: NAVD88 USING GEOID MODEL "CO G18 GRS80"

BENCHMARK: NGS BENCHMARK NN 169 (NAVD 88 ELEVATION = 4884.32)

PRELIMINARY
08/27/25
FOR REVIEW ONLY

THAREN J. HELGERSON
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38882
FOR AND ON BEHALF OF EPS GROUP, INC.

NORTH

200 0 200 400 600 Feet
(IN U.S. SURVEY FEET)
1 inch = 200 feet

LEGEND

- SECTION LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- RIGHT OF WAY
- EXISTING FENCE LINE
- BURIED COMMUNICATION LINE
- BURIED ELECTRIC LINE
- BURIED GAS LINE
- PAVEMENT STRIPING
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC LINE
- EDGE OF GRAVEL
- EDGE OF ASPHALT
- CENTERLINE OF DITCH
- FLOOD PLAIN
- SECTION CORNER
- FOUND MONUMENT #4 REBAR WITH ORANGE PLASTIC CAP PLS 34995, UNLESS OTHERWISE NOTED
- BOLLARD
- ELECTRIC BOX
- ELECTRIC BREAKER
- FENCE GATE
- FLAG POLE
- FIBER OPTIC VAULT
- GAS RISER
- GAS PUMP
- GAS VALVE
- GUY WIRE
- FLARED END SECTION
- MAIL BOX
- ELECTRIC METER
- WATER METER
- MONITORING WELL
- ELECTRIC MARKER
- FIBER OPTIC MARKER
- GAS MARKER
- WATER MARKER
- TELEPHONE MARKER
- OIL GAS BURNER
- OIL GAS SEPARATOR
- OIL GAS TANK
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- SIGN
- TANK
- UTILITY POLE
- WELL HEAD

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION: 2 AND 3
TOWNSHIP: 5 NORTH
RANGE: 67 WEST OF 6TH PM

DATE: 08/27/25
SCALE: 1" = 200'
REVIEWED BY: T. HELGERSON

PROJECT: 24-0572
CLIENT: CITY OF GREELEY
DRAWN BY: J. BUNNER

EPS GROUP
970.221.4158 eps@epsgroupinc.com
ARIZONA | COLORADO

SITE ANALYSIS MAP OF
ARROYOS DEL SOL
CITY OF GREELEY, WELD COUNTY, COLORADO

Sheet 6
Of 6 Sheets

S:\Survey Jobs\24-0572\Dwg\Annexation\24-0572 Annexation.dwg

BOARDS & COMMISSIONS

Planning Commission Meeting Minutes

July 14, 2026, at 1:15pm

1. **Call to Order**
   Vice Chair Andersen called the meeting to order at 1:16pm.

2. **Roll Call - Present**
   Vice Chair Louisa Andersen
   Commissioner Jeff Carlson
   Commissioner Brian Franzen
   Commissioner Larry Modlin
   Commissioner Christian Schulte
   Absent
   Chair Justin Yeater
   Commissioner Erik Briscoe (Arrived at 1:18pm)

3. **Approval of the agenda**
   There were no changes to the agenda. Vice Chair Andersen proceeded with the agenda as presented.

4. **Approval of the May 26, 2026, Planning Commission Meeting Minutes**
   There were no changes to the minutes.
   Motion by Commissioner Franzen:
   He moved to approve the minutes as presented.
   Second: Commissioner Carlson
   Vote: Motion passed 5-0
   Absent: Chair Yeater and Commissioner Briscoe.

Expedited Agenda:
The following items are routine in nature, fully described in the accompanying reports, and therefore staff summary presentations will be suspended unless requested by the Commission or members of the public in attendance at the meeting.

5. **A public hearing to consider an annexation of approximately 999.72 acres known as the Arroyos del Sol Annexation located generally northwest of State Highway 257 Spur, west of Weld County Road 19, and south of the Cache la Poudre River (ANX2024-0004).**

   Vice Chair Andersen introduced the item as presented. She asked if any of the Commissioners wished to see a presentation. Seeing none, Vice Chair Andersen opened the public portion of the meeting at 1:18pm by asking if anyone in attendance or online wished to speak. Seeing none, Vice Chair Andersen closed the public portion of the meeting at 1:19pm and turned it over to the Commission for discussion or a motion.

Motion by Commissioner Schulte:
He moved that based on the project summary and analysis, the Planning Commission find that the request for an annexation meets the approval criteria found in section 24-214.b.2 Sections A through E of the Greeley Development Code, and that the proposed Arroyos Del Sol annexation, file number ANX2024-0004 meets the applicable state statutory requirements and therefore recommend approval of the annexation to the City Council.
Second: Commissioner Franzen
Vote: Motion passed 6-0
Absent: Chair Yeater

6. A public hearing to consider a request for establishment of zoning to C-D (Conservation District) for approximately 999.72 acres known as the Arroyos del Sol Annexation Establishment of Zoning located generally northwest of State Highway 257 Spur, west of Weld County Road 19, and south of the Cache la Poudre River (ZON2025-0001).

Vice Chair Andersen introduced the item as presented. She asked if any of the Commissioners wished to see a presentation. Seeing none, Vice Chair Andersen opened the public portion of the meeting at 1:21pm by asking if anyone in attendance or online wished to speak. Seeing none, Vice Chair Andersen closed the public portion of the meeting at 1:21pm and turned it over to the Commission for discussion or a motion.

Commissioner Schulte asked staff to provide a brief reminder regarding the Conservation District, specifically whether any types of development or uses, in addition to farming and gravel extraction, were permitted within the zoning district. Doug May (Principal Planner) noted that the district allowed gravel mining but was primarily intended to protect natural areas and open space, particularly along river corridors, and did not generally allow other development except uses related to natural areas or parks.

Vice Chair Andersen requested clarification as to whether it was a conservation easement. Don Threewitt (Interim Community Development Director) shared that the Conservation District allowed farming by right, while utility crossings and mineral extraction required special review. It was also noted that much of the property was under a conservation easement, requiring approval from the easement holder for any proposed uses, and that the master plan focused on public recreation and natural areas.

Commissioner Schulte asked whether plans were already underway for the site or whether it was expected to remain undeveloped for a period of time. Mr. Threewitt shared a master planning process was in place, with the overall long-term vision for the site already established. Development was expected to occur incrementally as funding and grant opportunities became available.

Motion by Commissioner Franzen:
He moved that based on the application received and the preceding analysis, the Planning Commission finds that the request for an establishment of zoning meets the approval criteria found in Section 24-204. b. (1-9) and recommends approval of the establishment of zoning to City Council.
Second: Commissioner Modlin
Vote: Motion passed 6-0
Absent: Chair Yeater

7. **Staff Report:**
   There was no report from staff.

8. **Adjournment:**
   Vice Chair Andersen adjourned the meeting at 1:25pm.

Work Session

Before the work session began, Commissioner Briscoe asked about recent court rulings and their effect on local development. Mr. Threewitt provided an update to the commission.

Vice Chair Andersen asked what the Commissions role was regarding these Work Session items and what actions were expected of them. Mr. Threewitt stated these items are very much based on input from the Commissioners. The Planning Commission and the City Council input would be compiled and used to develop draft materials, with public outreach and feedback also considered. Once drafts are prepared, they will be presented for recommendation before being forwarded to City Council with the meeting minutes for final adoption consideration.

Commissioner Modlin requested discussion on how the item could increase the likelihood of developers providing more well-rounded projects than those seen in the past.

9. **Development Code Updates**
   The Commission received a work session presentation from Mr. Threewitt and consultant Jen Gardner of Logan Simpson on Phase 2 of the City's Development Code Audit and Update. The session was structured to solicit Commission guidance ahead of drafting. Staff confirmed that input gathered from this session, along with parallel input from City Council, would be incorporated into draft code language for subsequent review and adoption proceedings.

   Urban Agriculture — Animal Keeping

   Staff presented options for regulating backyard fowl in residential and suburban zone districts, noting that the current code effectively prohibits backyard chickens despite the practice being widespread and largely unenforceable. The Commission reached general consensus to move forward with exploring a permit-based allowance for backyard fowl (chickens, ducks, and similar fowl, excluding roosters). The Commission directed staff to tie allowable quantities to lot size and to exclude other livestock such as goats, sheep, pigs, and similar animals at this time. A registration-style permit was favored over a more intensive permitting process.

   Cottage Commercial

   Staff presented two options for allowing small-scale commercial uses within or accessory to owner-occupied residential properties, filling the gap between home occupation and traditional commercial development. The Commission acknowledged that such uses already exist informally throughout the city and expressed support for moving forward with a framework similar to Option 1 — a use-by-special-review approach with meaningful limitations. Key directions provided included: requiring owner-occupancy of the residential property with the property owner being a party to the business; limiting the number of employees; establishing limitations on vehicle traffic; and noting that HOA

restrictions should prevail where applicable. The Commission preferred starting with more restrictive standards, with the option to loosen them overtime.

Build-to-Rent

Staff presented options for codifying standards for build-to-rent housing communities, which have previously been processed through the PUD procedure on a case-by-case basis. The Commission expressed broad support for moving away from the PUD approach in favor of a codified standard. Direction was given to develop a hybrid framework drawing from both multifamily and single-family standards, addressing parking requirements, private street ownership and maintenance obligations, and minimum design standards. Staff noted that long-term maintenance accountability and code enforcement access were primary considerations.

Oil and Gas Setbacks

Staff presented options for updating setback standards relative to active, plugged, and abandoned oil and gas wells, noting that the current definition of "structure" inadvertently captures parking lots, roads, and other horizontal improvements in setback calculations. The Commission provided general direction to pursue the most permissive standards that still protect public health, safety, and welfare, acknowledging Greeley's unique context within Weld County and the impracticality of applying overly restrictive setbacks given the density of existing oil and gas infrastructure.

Gravel Extraction

Staff presented options for adding operational standards to the existing gravel extraction use, which is currently allowed by special review in the Conservation District but lacks enforceable performance criteria. The Commission supported separating batch plant operations from extraction in the use table, and directed staff to develop standards addressing noise, dust, lighting, hours of operation, haul routes, and reclamation. Commissioners emphasized the importance of reclamation, restoration, and remediation standards, and encouraged collaboration with Weld County on permitting for operations near the city's boundaries.

Solar Energy

Staff presented options for updating solar energy regulations, including the potential to allow large-scale solar in the Holding Agricultural zone and to develop tiered standards for small, medium, and large installations. The Commission expressed general support for the recommendations, with direction to ensure coordination with the county given that solar facilities developed in unincorporated areas may eventually be annexed. The concept of agrivoltaics — integrating agricultural operations with solar — was viewed favorably.

Data Centers

Staff presented options for regulating data centers as a distinct use, noting Weld County's recent ordinance affirmatively welcoming them and the likelihood of increased interest in the Greeley area. The Commission supported allowing data centers as a use-by-special-review in industrial zones (IM and IH), with setbacks from residential uses, noise standards, and provisions addressing high power and water consumption. Commissioners raised concerns about the long-term displacement of traditional industrial employment land uses and the potential for indirect rate increases to utility customers. Staff noted that Xcel Energy has issued policy guidance requiring data centers to bear their own direct infrastructure costs. A use-by-special-review designation was preferred as a starting point, with the option to convert to a by-right use as the land use type matures.

10. Landscape & Sign Code Updates

The Commission received a work session presentation from Mr. Threewitt and Buxton Demers (Code Compliance Manager) on draft Landscape & Sign Code updates. The session was also structured to solicit Commission guidance ahead of drafting. Staff confirmed the process will be identical to the previous work session item.

Landscape Code and Compliance

Staff presented draft updates to the City's landscape code, including a proposal to allow artificial turf in front yards by permit with certified installation. Several commissioners expressed skepticism about artificial turf, citing long-term appearance and maintenance concerns. Staff indicated this item would be revisited with Council that evening. The Commission supported a priority-based compliance approach in which code enforcement focuses on properties with bare dirt, erosion, tall weeds, or repeated violations, while treating maintained but technically nonconforming yards as lower priority. Support was expressed for expanding promotion of water-wise and native landscaping alternatives.

Sign Code

Staff presented a draft sign code update addressing wind-driven devices and yard signs in parkways. The Commission supported increasing the permitted sky dancer height from 8 to 20 feet, allowing wind-driven devices without a permit regardless of branding, and limiting their use to business operating hours only. On parkway signs, the Commission supported maintaining the existing prohibition, with a courtesy education approach for first-time residential violations where ownership is clear, and immediate removal for signs creating safety or obstruction concerns.

Louisa Andersen – Vice Chair

Don Threewitt – Interim Director

Council Agenda Summary

August 4, 2026
Key Staff Contact: Donald Threewitt, Interim Director of Community Development, Douglas May, Principal Planner

Title:

Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, to establish C-D (Conservation District) zoning for property, known as the "Arroyos del Sol" Annexation, located generally north-west of State Highway 257 spur, west of Weld County Road 19, and south of the Cache La Poudre River, into the City of Greeley. The subject site is comprised of 999.72 acres.

Summary:

The City of Greeley is requesting approval to establish C-D (Conservation District) zoning on approximately 999.72 acres known as the Arroyos del Sol Establishment of Zoning.

The property consists of two parcels and includes the State Highway 257 right-of-way. The parcel containing Missile Silo Park is excluded from the request in accordance with discussions with Weld County.

The property was acquired through a partnership involving the Trust for Public Land (TPL), which served as the sole fee owner and bridge financier for the transaction. The Town of Windsor contributed $250,000 toward acquisition of the property. The land is encumbered by a conservation easement intended to preserve the property as open space for the community.

The property has since become Greeley's newest Natural Area, known as Arroyos del Sol, and is intended to remain under long-term public ownership and stewardship. The applicant requests establishment of Conservation District (C-D) zoning to preserve the site's natural, ecological, recreational, and educational value.

The zoning application was heard by the Planning Commission on July 14, 2026. The Planning Commission recommended approval of the annexation with a 6-0 vote. Letters regarding the City Council public hearing were mailed to property owners within 1,000 feet, signs were posted on the site, and a public notice was published on the City of Greeley website to comply with city requirements.

The following attachments for this meeting can be found here: July 14, 2026, Planning Commission Packet

1. Zoning Staff Report
2. Vicinity Map 1
3. Vicinity Map 2
4. Arroyos del Sol Plat
5. Project Narrative

6. Staff Presentation

Fiscal Impact:

City staff anticipate minimal immediate financial impacts associated with the establishment of C-D (Conservation District) zoning.

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and second reading for August 18, 2026.

Attachments:

1. Ordinance No. 43 , 2026 with Appendix A
2. 07.14.26 Draft Planning Commission Minutes

CITY OF GREELEY, COLORADO
ORDINANCE NO. 43, 2026
CASE NO. ZON2025-0001

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH C-D (CONSERVATION DISTRICT) ZONING FOR PROPERTY, KNOWN AS THE "ARROYOS DEL SOL" ANNEXATION, LOCATED GENERALLY NORTHWEST OF STATE HIGHWAY 257 SPUR, WEST OF WELD COUNTY ROAD 19, AND SOUTH OF THE CACHE LA POUDRE RIVER, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 999.72 ACRES.

WHEREAS, the City initiated zoning on the Arroyos del Sol Annexation pursuant to Greeley Municipal Code 24-200 and 24-214(d) to establish zoning on the Arroyos del Sol Annexation.

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

Section 1. The zoning on the following described property located in the City of Greeley, Colorado known as the Kinnison Annexation is hereby placed into the C-D (Conservation District) zoning district in the City of Greeley, County of Weld, State of Colorado:

Legal Description

See Appendix A, attached hereto, and incorporated herein.

Section 2. The property of the pertinent zoning districts as shown on the official zoning map is hereby changed so as to accomplish the above-described zoning change, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

Section 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_____, 2026.

ATTEST **THE CITY OF GREELEY, COLORADO**

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

APPENDIX A
ORDINANCE NO. 43, 2026
CASE NO. ZON2025-0001

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH C-D (CONSERVATION DISTRICT) ZONING FOR PROPERTY, KNOWN AS THE "ARROYOS DEL SOL" ANNEXATION, LOCATED GENERALLY NORTHWEST OF STATE HIGHWAY 257 SPUR, WEST OF WELD COUNTY ROAD 19, AND SOUTH OF THE CACHE LA POUDRE RIVER, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 999.72 ACRES.

A TRACT OF LAND SITUATE IN THE WEST HALF OF SECTION TWO (2) AND SECTION THREE (3), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-SEVEN

WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), WELD COUNTY, COLORADO,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 67 WEST OF THE 6TH P.M.

THENCE SOUTH 89° 20' 56" WEST, A DISTANCE OF 2559.55 FEET;

THENCE SOUTH 89° 21' 00" WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2528.33 FEET;

THENCE NORTH 00° 04' 41" WEST, A DISTANCE OF 1824.00 FEET;

THENCE NORTH 01° 05' 35" EAST, A DISTANCE OF 378.74 FEET;

THENCE NORTH 06° 57' 12" EAST, A DISTANCE OF 155.54 FEET;

THENCE NORTH 07° 49' 34" EAST, A DISTANCE OF 40.88 FEET;

THENCE NORTH 03° 27' 58" EAST, A DISTANCE OF 20.35 FEET;

THENCE NORTH 00° 54' 02" WEST, A DISTANCE OF 19.92 FEET;

THENCE NORTH 05° 37' 38" WEST, A DISTANCE OF 41.13 FEET;

THENCE NORTH 01° 45' 57" EAST, A DISTANCE OF 42.15 FEET;

THENCE NORTH 20° 13' 27" EAST, A DISTANCE OF 20.57 FEET;

THENCE NORTH 25° 54' 42" EAST, A DISTANCE OF 20.20 FEET;

THENCE NORTH 69° 19' 27" WEST, A DISTANCE OF 82.82 FEET;

THENCE NORTH 00° 04' 41" WEST, TO THE WEST QUARTER CORNER OF SAID SECTION 3, A DISTANCE OF 5.93 FEET;

THENCE NORTH 06° 05' 33" EAST, TO THE NORTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2831.94 FEET;

THENCE NORTH 84° 19' 27" EAST, A DISTANCE OF 374.03 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, A DISTANCE OF 96.87 FEET, SAID CURVE HAS A RADIUS OF 1357.50 FEET, A

DELTA OF 04° 05' 19" AND IS SUBTENDED BY A CHORD BEARING SOUTH 50° 55' 19" EAST, A DISTANCE OF 96.85 FEET;

THENCE SOUTH 61° 44' 20" EAST, A DISTANCE OF 542.32 FEET;

THENCE SOUTH 63° 30' 51" EAST, A DISTANCE OF 843.40 FEET;

THENCE NORTH 44° 41' 29" EAST, A DISTANCE OF 522.41 FEET;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT, A DISTANCE OF 171.91 FEET, SAID CURVE HAS A RADIUS OF 254.36 FEET, A DELTA

OF 38° 43' 25.2" AND IS SUBTENDED BY A CHORD BEARING NORTH 25° 19' 48" EAST, A DISTANCE OF 168.66 FEET;

THENCE NORTH 05° 58' 07" EAST, A DISTANCE OF 349.31 FEET;

THENCE NORTH 84° 19' 27" EAST, TO THE NORTH QUARTER CORNER OF SAID SECTION 3, A DISTANCE OF 787.57 FEET;

THENCE NORTH 84° 15' 55" EAST, TO THE NORTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 2924.00 FEET;

THENCE SOUTH 87° 18' 15" EAST, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION

2, A DISTANCE OF 1164.63 FEET;

THENCE SOUTH 87° 19' 15" EAST, TO THE WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, RECORDED WITH THE WELD COUNTY CLERK

AND RECORDER AS RECEPTION NO. 1997982, A DISTANCE OF 1023.87 FEET;

THENCE SOUTH 09° 06' 25" EAST, ALONG SAID WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, A DISTANCE OF 269.45 FEET;

THENCE SOUTH 06° 22' 37" WEST, ALONG SAID WEST LINE OF THE GOLDEN TRIANGLE 2ND ANNEXATION, TO THE CENTER QUARTER CORNER OF

SECTION 2, A DISTANCE OF 2678.94 FEET;

THENCE SOUTH 06° 22' 37" WEST, A DISTANCE OF 2906.16 FEET;

THENCE NORTH 89° 29' 42" WEST, A DISTANCE OF 1305.13 FEET;

THENCE NORTH 00° 30' 18" EAST, A DISTANCE OF 10.00 FEET;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT, A DISTANCE OF 458.82 FEET, SAID CURVE HAS A RADIUS OF 805.00 FEET, A DELTA

OF 32° 39' 22.4" AND IS SUBTENDED BY A CHORD BEARING NORTH 73° 09' 53" WEST, A DISTANCE OF 452.63 FEET;

THENCE NORTH 56° 50' 12" WEST, A DISTANCE OF 932.09 FEET;

THENCE SOUTH 09° 49' 15" WEST, A DISTANCE OF 425.63 FEET;

THENCE SOUTH 03° 18' 47" EAST, A DISTANCE OF 260.81 FEET;

THENCE NORTH 89° 29' 42" WEST, A DISTANCE OF 60.06 FEET, TO THE POINT OF BEGINNING.

EXCEPT TRACT 100 DECREE ON DECLARATION OF TAKING BOOK 1550, PAGE 320, RECORDED ON FEBRUARY 5, 1960, AT RECEPTION NO. 1322395

CONTAINING 999.72 ACRES MORE OR LESS, INCLUDING 26.13 ACRES OF EXISTING PUBLIC ROAD RIGHT-OF-WAY.

BOARDS & COMMISSIONS

Planning Commission Meeting Minutes

July 14, 2026, at 1:15pm

1. **Call to Order**
   Vice Chair Andersen called the meeting to order at 1:16pm.

2. **Roll Call - Present**
   Vice Chair Louisa Andersen
   Commissioner Jeff Carlson
   Commissioner Brian Franzen
   Commissioner Larry Modlin
   Commissioner Christian Schulte
   Absent
   Chair Justin Yeater
   Commissioner Erik Briscoe (Arrived at 1:18pm)

3. **Approval of the agenda**
   There were no changes to the agenda. Vice Chair Andersen proceeded with the agenda as presented.

4. **Approval of the May 26, 2026, Planning Commission Meeting Minutes**
   There were no changes to the minutes.
   Motion by Commissioner Franzen:
   He moved to approve the minutes as presented.
   Second: Commissioner Carlson
   Vote: Motion passed 5-0
   Absent: Chair Yeater and Commissioner Briscoe.

Expedited Agenda:
The following items are routine in nature, fully described in the accompanying reports, and therefore staff summary presentations will be suspended unless requested by the Commission or members of the public in attendance at the meeting.

5. **A public hearing to consider an annexation of approximately 999.72 acres known as the Arroyos del Sol Annexation located generally northwest of State Highway 257 Spur, west of Weld County Road 19, and south of the Cache la Poudre River (ANX2024-0004).**

   Vice Chair Andersen introduced the item as presented. She asked if any of the Commissioners wished to see a presentation. Seeing none, Vice Chair Andersen opened the public portion of the meeting at 1:18pm by asking if anyone in attendance or online wished to speak. Seeing none, Vice Chair Andersen closed the public portion of the meeting at 1:19pm and turned it over to the Commission for discussion or a motion.

Motion by Commissioner Schulte:
He moved that based on the project summary and analysis, the Planning Commission find that the request for an annexation meets the approval criteria found in section 24-214.b.2 Sections A through E of the Greeley Development Code, and that the proposed Arroyos Del Sol annexation, file number ANX2024-0004 meets the applicable state statutory requirements and therefore recommend approval of the annexation to the City Council.
Second: Commissioner Franzen
Vote: Motion passed 6-0
Absent: Chair Yeater

6. A public hearing to consider a request for establishment of zoning to C-D (Conservation District) for approximately 999.72 acres known as the Arroyos del Sol Annexation Establishment of Zoning located generally northwest of State Highway 257 Spur, west of Weld County Road 19, and south of the Cache la Poudre River (ZON2025-0001).

Vice Chair Andersen introduced the item as presented. She asked if any of the Commissioners wished to see a presentation. Seeing none, Vice Chair Andersen opened the public portion of the meeting at 1:21pm by asking if anyone in attendance or online wished to speak. Seeing none, Vice Chair Andersen closed the public portion of the meeting at 1:21pm and turned it over to the Commission for discussion or a motion.

Commissioner Schulte asked staff to provide a brief reminder regarding the Conservation District, specifically whether any types of development or uses, in addition to farming and gravel extraction, were permitted within the zoning district. Doug May (Principal Planner) noted that the district allowed gravel mining but was primarily intended to protect natural areas and open space, particularly along river corridors, and did not generally allow other development except uses related to natural areas or parks.

Vice Chair Andersen requested clarification as to whether it was a conservation easement. Don Threewitt (Interim Community Development Director) shared that the Conservation District allowed farming by right, while utility crossings and mineral extraction required special review. It was also noted that much of the property was under a conservation easement, requiring approval from the easement holder for any proposed uses, and that the master plan focused on public recreation and natural areas.

Commissioner Schulte asked whether plans were already underway for the site or whether it was expected to remain undeveloped for a period of time. Mr. Threewitt shared a master planning process was in place, with the overall long-term vision for the site already established. Development was expected to occur incrementally as funding and grant opportunities became available.

Motion by Commissioner Franzen:
He moved that based on the application received and the preceding analysis, the Planning Commission finds that the request for an establishment of zoning meets the approval criteria found in Section 24-204. b. (1-9) and recommends approval of the establishment of zoning to City Council.
Second: Commissioner Modlin
Vote: Motion passed 6-0
Absent: Chair Yeater

7. **Staff Report:**
   There was no report from staff.

8. **Adjournment:**
   Vice Chair Andersen adjourned the meeting at 1:25pm.

Work Session

Before the work session began, Commissioner Briscoe asked about recent court rulings and their effect on local development. Mr. Threewitt provided an update to the commission.

Vice Chair Andersen asked what the Commissions role was regarding these Work Session items and what actions were expected of them. Mr. Threewitt stated these items are very much based on input from the Commissioners. The Planning Commission and the City Council input would be compiled and used to develop draft materials, with public outreach and feedback also considered. Once drafts are prepared, they will be presented for recommendation before being forwarded to City Council with the meeting minutes for final adoption consideration.

Commissioner Modlin requested discussion on how the item could increase the likelihood of developers providing more well-rounded projects than those seen in the past.

9. **Development Code Updates**
   The Commission received a work session presentation from Mr. Threewitt and consultant Jen Gardner of Logan Simpson on Phase 2 of the City's Development Code Audit and Update. The session was structured to solicit Commission guidance ahead of drafting. Staff confirmed that input gathered from this session, along with parallel input from City Council, would be incorporated into draft code language for subsequent review and adoption proceedings.

   Urban Agriculture — Animal Keeping

   Staff presented options for regulating backyard fowl in residential and suburban zone districts, noting that the current code effectively prohibits backyard chickens despite the practice being widespread and largely unenforceable. The Commission reached general consensus to move forward with exploring a permit-based allowance for backyard fowl (chickens, ducks, and similar fowl, excluding roosters). The Commission directed staff to tie allowable quantities to lot size and to exclude other livestock such as goats, sheep, pigs, and similar animals at this time. A registration-style permit was favored over a more intensive permitting process.

   Cottage Commercial

   Staff presented two options for allowing small-scale commercial uses within or accessory to owner-occupied residential properties, filling the gap between home occupation and traditional commercial development. The Commission acknowledged that such uses already exist informally throughout the city and expressed support for moving forward with a framework similar to Option 1 — a use-by-special-review approach with meaningful limitations. Key directions provided included: requiring owner-occupancy of the residential property with the property owner being a party to the business; limiting the number of employees; establishing limitations on vehicle traffic; and noting that HOA

restrictions should prevail where applicable. The Commission preferred starting with more restrictive standards, with the option to loosen them overtime.

Build-to-Rent

Staff presented options for codifying standards for build-to-rent housing communities, which have previously been processed through the PUD procedure on a case-by-case basis. The Commission expressed broad support for moving away from the PUD approach in favor of a codified standard. Direction was given to develop a hybrid framework drawing from both multifamily and single-family standards, addressing parking requirements, private street ownership and maintenance obligations, and minimum design standards. Staff noted that long-term maintenance accountability and code enforcement access were primary considerations.

Oil and Gas Setbacks

Staff presented options for updating setback standards relative to active, plugged, and abandoned oil and gas wells, noting that the current definition of "structure" inadvertently captures parking lots, roads, and other horizontal improvements in setback calculations. The Commission provided general direction to pursue the most permissive standards that still protect public health, safety, and welfare, acknowledging Greeley's unique context within Weld County and the impracticality of applying overly restrictive setbacks given the density of existing oil and gas infrastructure.

Gravel Extraction

Staff presented options for adding operational standards to the existing gravel extraction use, which is currently allowed by special review in the Conservation District but lacks enforceable performance criteria. The Commission supported separating batch plant operations from extraction in the use table, and directed staff to develop standards addressing noise, dust, lighting, hours of operation, haul routes, and reclamation. Commissioners emphasized the importance of reclamation, restoration, and remediation standards, and encouraged collaboration with Weld County on permitting for operations near the city's boundaries.

Solar Energy

Staff presented options for updating solar energy regulations, including the potential to allow large-scale solar in the Holding Agricultural zone and to develop tiered standards for small, medium, and large installations. The Commission expressed general support for the recommendations, with direction to ensure coordination with the county given that solar facilities developed in unincorporated areas may eventually be annexed. The concept of agrivoltaics — integrating agricultural operations with solar — was viewed favorably.

Data Centers

Staff presented options for regulating data centers as a distinct use, noting Weld County's recent ordinance affirmatively welcoming them and the likelihood of increased interest in the Greeley area. The Commission supported allowing data centers as a use-by-special-review in industrial zones (IM and IH), with setbacks from residential uses, noise standards, and provisions addressing high power and water consumption. Commissioners raised concerns about the long-term displacement of traditional industrial employment land uses and the potential for indirect rate increases to utility customers. Staff noted that Xcel Energy has issued policy guidance requiring data centers to bear their own direct infrastructure costs. A use-by-special-review designation was preferred as a starting point, with the option to convert to a by-right use as the land use type matures.

10. Landscape & Sign Code Updates

The Commission received a work session presentation from Mr. Threewitt and Buxton Demers (Code Compliance Manager) on draft Landscape & Sign Code updates. The session was also structured to solicit Commission guidance ahead of drafting. Staff confirmed the process will be identical to the previous work session item.

Landscape Code and Compliance

Staff presented draft updates to the City's landscape code, including a proposal to allow artificial turf in front yards by permit with certified installation. Several commissioners expressed skepticism about artificial turf, citing long-term appearance and maintenance concerns. Staff indicated this item would be revisited with Council that evening. The Commission supported a priority-based compliance approach in which code enforcement focuses on properties with bare dirt, erosion, tall weeds, or repeated violations, while treating maintained but technically nonconforming yards as lower priority. Support was expressed for expanding promotion of water-wise and native landscaping alternatives.

Sign Code

Staff presented a draft sign code update addressing wind-driven devices and yard signs in parkways. The Commission supported increasing the permitted sky dancer height from 8 to 20 feet, allowing wind-driven devices without a permit regardless of branding, and limiting their use to business operating hours only. On parkway signs, the Commission supported maintaining the existing prohibition, with a courtesy education approach for first-time residential violations where ownership is clear, and immediate removal for signs creating safety or obstruction concerns.

Louisa Andersen – Vice Chair

Don Threewitt – Interim Director

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

August 4, 2026
Key Staff Contact: Deb Callies, Housing Director

Title:

Public hearing and resolution approving the 2026 Annual Action Plan for the proposed Community Development Block Grant Budget and Home Investment Partnerships Program, as an annual component of the consolidated plan

Summary:

The City of Greeley's 2025-2029 HUD Consolidated Plan was approved by the City Council in fall 2024. The United States Department of Housing and Urban Development (HUD) published annual award amounts for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) entitlement programs in May 2026. This 2026 Annual Action Plan reflects the exact dollar amounts for each award based on the annual award amounts, and additional funds available from previous year unspent funds, for public hearing and City Council approval.

HUD entitlement program funds are not a part of the City's general budget and are restricted by HUD to be spent on eligible activities after a prescribed public comment period. The Housing for All Advisory Board (HAAB), as a citizen advisory body, was established by the City in part to review and recommend allocations based on the applications submitted during the annual funding cycle.

Applications were collected from May 20 through June 19, 2026, after the appropriate published notice of funds was available. Nineteen (19) applications were received. HAAB reviewed staff recommendations and applications. On July 9, 2026, 11 applications were recommended for funding based on the amount of funds available, eligible uses of CDBG and HOME funds, and the following priorities:

- timeliness of spending and project readiness
- demonstrated readiness to comply with HUD fund regulations
- alignment with goals in the Consolidated Plan
- community need
- and, ranking of applications based on published scoring criteria.

The HAABs recommendation for allocation of available funds from PY 2026 and the prior year balance of funds is as follows:

Rank	Name of	Project/Program	Requested	Staff	HAAB

	Organization		Amount	Recommendation	Recommendation
1	Greeley Family House	Family Safety Net — TBRA	$ 56,250.00	$ 56,250.00	$ 56,250.00
2	Brothers Redevelopment	Single-Family Home Modifications & Repairs	$ 200,000.00	$ 150,590.31	$ 150,590.31
3	Greeley-Weld Habitat for Humanity	Hope Springs - Down Payment Assistance	$ 698,367.58	$ 400,000.00	$ 215,310.70
4	High Plains Housing Development	Site Clearance for Affordable Housing — North Weld Village Campus	$ 438,026.00	$ 438,026.00	$ 438,026.00
5	High Plains Housing Development	Harmony Way Acquisition	$ 668,730.79	$ -	$ 668,730.79
6	CARE Communities	Pumpkin Ridge Apartments	$ 960,000.00	$ 960,000.00	$ 491,269.21
7	A Woman's Place	Emergency Domestic Violence Shelter	$ 20,000.00	$ 20,000.00	$ 20,000.00
8	Catholic Charities	Guadalupe Apartments Resident Services	$ 50,000.00	$ 50,000.00	$ 50,000.00
9	Upwards	Daycare Business — Boost + Learn (economic development)	$ 76,744.00	$ 54,502.55	$ 54,502.55
11	United Way of Weld County	Housing Navigation Center with Overnight Shelter	$ 50,000.00	$ -	$ -
12	Brothers Redevelopment	Housing Counseling and Housing	$ 50,000.00	$ -	$ -

		Navigation Services			
13	High Plains Housing Development	Prairie Rose Rehab	$ 676,324.00	$ -	$ -
14	Neighbor to Neighbor	Housing Solutions-TBRA	$ 75,000.00	$ 75,000.00	$ 75,000.00
15	Greeley Family House	Greeley Family House Facility Improvements	$ 36,615.84	$ 36,615.84	$ 36,615.84
16	Boys and Girls Club of Weld County	Expanding Access to Sports in Weld County	$ 100,000.00	$ -	$ -
17	ASI Greeley II, Inc.	Twin Rivers Apartments Fire Alarm Control Panel Replacement Project	$ 150,000.00	$ -	$ -
18	Fundamental Chromatic NonProfit Organization Inc	Outreach/Public Service	$ 50,000.00	$ -	$ -
19	Fundamental Chromatic NonProfit Organization Inc	Outreach/Public Service	$ 50,000.00	$ -	$ -
N/A	City of Greeley	Program Administration	N/A	$ 166,003.40	$ 166,003.40
N/A	City of Greeley	Program Administration	N/A	$ 58,017.82	$ 58,017.82
		Totals:	$4,406,058.21	$2,465,005.92	$2,480,316.62

Fiscal Impact:

Positive Impact: $224,021.22 for program facilitation (staff salaries)
Is it budgeted? Yes
Does it require a new appropriation? mostly likely in 2027

Are there any long-term financial impacts? No
Is there grant funding for this item? Yes — all HUD grant funds
Does this action have potential long-term fiscal implications? No

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:

2026 HUD Annual Action Plan submission to HUD deadline is August 14, 2026.

Strategic Focus Area:

Business Growth
Housing For All
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. 115, 2026 with Appendix A
2. Consolidated Plan Goal Summary
3. CDBG & HOME Applicant Toolkit
4. Item - Presentation

CITY OF GREELEY, COLORADO
RESOLUTION NO. 115, 2026

A RESOLUTION APPROVING THE 2026 ANNUAL ACTION PLAN FOR THE PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET AND HOME INVESTMENT PARTNERSHIPS PROGRAM, AS AN ANNUAL COMPONENT OF THE CONSOLIDATED PLAN

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

WHEREAS, an application for assistance from the CDBG and HOME programs require the preparation and adoption of an annual "Action Plan" to implement the identified priorities and goals of the 2025-2029 5-Year Consolidated Plan; and

WHEREAS, the City of Greeley is entitled to apply for an estimated amount of $830,017.00 in CDBG funds and $386,785.45 in HOME funds for the 2026 Annual Year; and

WHEREAS, the Housing For All Advisory Board (HAB) has reviewed the applications and made recommendations, which are included in the draft 2026 Annual Action Plan; and

WHEREAS, after receiving the appropriate citizen input and public participation, drafts of the 2026 Annual Action Plan will be finalized and sent to HUD with budgets and identification of specific activities to be undertaken.

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

Section 1. That City Council authorizes the submittal of the draft 2026 Annual Action Plan to HUD.

Section 2. That the draft 2026 Annual Action Plan, attached as Appendix A, may be amended, as directed by City Council and as needed to meet the submission requirements of HUD.

Section 3. After consideration of the public hearing, City Council input, and HUD review, an amended Annual Action Plan may be presented to Council for approval.

Section 4. 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:_____	**By:**_____
City Clerk	**Mayor**

Appendix A
2026 ANNUAL ACTION PLAN

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Greeley is committed to expanding housing opportunities, strengthening neighborhoods, and improving the quality of life for low- and moderate-income residents through the strategic investment of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds. The 2026 Annual Action Plan serves as the City's annual application to the U.S. Department of Housing and Urban Development (HUD) and outlines the activities and investments that will be undertaken during Program Year 2026 to implement the goals and priorities established in the 2025–2029 Consolidated Plan.

Like many growing communities, Greeley continues to experience increasing housing costs, population growth, and a limited supply of affordable housing, creating challenges for households seeking affordable rental housing, homeownership opportunities, housing preservation, and supportive services. In response, the City has prioritized investments that strengthen the local housing continuum by expanding affordable housing, preserving existing housing, increasing access to homeownership, improving housing accessibility, and promoting long-term housing stability.

The 2026 Annual Action Plan includes investments in affordable housing development and preservation, homeowner rehabilitation, accessibility improvements, tenant-based rental assistance, down payment assistance, neighborhood revitalization, public services, and economic development activities that primarily benefit low- and moderate-income residents. Funding recommendations were developed through a competitive Notice of Funding Availability (NOFA), public participation, consultation with community stakeholders, and an evaluation of documented housing and community development needs.

The City remains committed to the responsible stewardship of federal resources by strengthening program administration, enhancing project monitoring, improving financial oversight, and ensuring compliance with HUD regulations. Through these investments and partnerships, Greeley will continue to advance the goals of the Consolidated Plan while expanding housing opportunities, supporting housing stability, and fostering safe, resilient, and thriving neighborhoods.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The 2026 Annual Action Plan implements the goals and priorities established in the City of Greeley's 2025–2029 Consolidated Plan by directing Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) resources toward activities that address the community's highest-priority housing and community development needs.

The City's primary objectives for Program Year 2026 are to:

- Expand the supply of affordable housing.
- Preserve and rehabilitate existing housing.
- Increase access to homeownership opportunities.
- Improve housing accessibility for seniors and persons with disabilities.
- Support the development and preservation of affordable rental housing.
- Promote housing stability through tenant-based rental assistance and supportive services.
- Revitalize neighborhoods through strategic community development investments.
- Ensure effective administration of CDBG and HOME programs in compliance with HUD requirements.

Projects recommended for funding during Program Year 2026 are expected to:

- Increase affordable housing opportunities through acquisition, new construction, rehabilitation, and homeownership assistance.
- Preserve existing housing through homeowner rehabilitation and accessibility improvements.
- Improve housing stability through tenant-based rental assistance and supportive services.
- Strengthen neighborhoods through targeted community development and revitalization activities.
- Support vulnerable populations through eligible public service programs that complement housing investments.
- Promote economic opportunities through eligible economic development activities.
- Ensure responsible stewardship of federal resources through effective grant administration, project monitoring, and performance reporting.

Collectively, these investments advance the goals of the Consolidated Plan and support HUD's National Objectives by expanding access to safe, decent, and affordable housing, preserving existing housing assets, strengthening neighborhoods, promoting housing stability, and improving the quality of life for low- and moderate-income residents throughout the City of Greeley.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Greeley evaluates program performance through ongoing project monitoring, financial management, beneficiary reporting, and preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). This evaluation process enables the City to assess progress toward the goals established in the 2025–2029 Consolidated Plan, evaluate program effectiveness, and identify opportunities to strengthen future investments.

During the past program year, the City continued to prioritize activities that expand affordable housing opportunities, preserve existing housing, increase access to homeownership, and improve housing stability for low- and moderate-income households. Performance data, documented community needs, project outcomes, and stakeholder feedback informed the priorities and funding recommendations included in the 2026 Annual Action Plan.

The City also continued strengthening the administration of its Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) by enhancing project management practices, improving project monitoring procedures, standardizing application and evaluation processes, and developing policies and procedures that support long-term compliance with HUD regulations. These efforts are intended to improve program delivery, strengthen accountability, and ensure responsible stewardship of federal resources.

The funding recommendations included in the 2026 Annual Action Plan build upon prior investments while responding to current housing market conditions and identified community needs. Priority was given to projects that demonstrate organizational capacity, project readiness, measurable community impact, and alignment with the goals and priorities established in the 2025–2029 Consolidated Plan.

As the City continues implementing its Consolidated Plan, project performance will be monitored through ongoing oversight, beneficiary reporting, financial tracking, and annual CAPER reporting to evaluate outcomes, ensure compliance with HUD requirements, and inform future funding decisions.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Greeley developed the 2026 Annual Action Plan in accordance with its Citizen Participation Plan and the requirements of 24 CFR Part 91. The planning process was designed to encourage meaningful public participation and ensure transparency in the allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds.

A Notice of Public Hearing and Availability of the Draft 2026 Annual Action Plan was published in the Greeley Tribune, initiating a 30-day public comment period from May 20, 2026, through June 20, 2026. During the public comment period, the draft Annual Action Plan was made available for public review, and written comments were accepted from residents, nonprofit organizations, affordable housing providers, public agencies, and other interested stakeholders.

To encourage public participation, the City conducted two public input meetings on May 26, 2026, and May 28, 2026, providing opportunities for residents and community stakeholders to comment on housing and community development needs, funding priorities, and eligible activities. The Housing Advisory and Appeals Board (HAAB) also reviewed the proposed funding recommendations during a public meeting before forwarding its recommendations to the Greeley City Council for final consideration.

In addition to the formal public participation process, the Housing Solutions Department consulted with nonprofit organizations, affordable housing developers, public agencies, and other community partners through the 2026 Notice of Funding Availability (NOFA), project discussions, and ongoing coordination throughout the planning process. These consultations provided valuable information regarding housing needs, project readiness, service gaps, and opportunities to expand affordable housing and strengthen housing stability.

Public input, stakeholder consultation, housing market data, prior program performance, and the priorities established in the 2025–2029 Consolidated Plan collectively informed the funding recommendations and investment priorities included in the 2026 Annual Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	GREELEY	
CDBG Administrator	GREELEY	Housing Solutions
HOME Administrator	GREELEY	Housing Solutions

Table 1 – Responsible Agencies

Narrative (optional)

The City of Greeley serves as the lead agency responsible for the development and implementation of the 2025–2029 Consolidated Plan, the 2026 Annual Action Plan, the Consolidated Annual Performance and Evaluation Report (CAPER), and any required amendments. The Housing Solutions Department administers the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME), including program planning, project management, grant administration, financial management, compliance monitoring, and performance reporting.

The Housing Solutions Department collaborates with other City departments, public agencies, nonprofit organizations, affordable housing providers, developers, and community stakeholders to implement activities that advance the housing and community development priorities identified in the Consolidated Plan. Through these partnerships, the City coordinates resources, strengthens program delivery, and ensures CDBG and HOME funds are administered in accordance with HUD regulations while addressing the housing needs of low- and moderate-income residents.

Consolidated Plan Public Contact Information

Director of Housing
City of Greeley Housing Solutions Department
1000 10th Street
Greeley, CO 80631

Deb Callies
Email: deb.callies@greeleygov.com
Cell: (970) 430-0438

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Greeley developed the 2026 Annual Action Plan in accordance with its Citizen Participation Plan and the requirements of 24 CFR Part 91. Residents, nonprofit organizations, affordable housing providers, public agencies, community stakeholders, and other interested parties were provided multiple opportunities to participate in the planning process and provide input on community needs and the proposed use of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds.

A Notice of Public Hearing and Availability of the Draft 2026 Annual Action Plan was published in the *Greeley Tribune*, initiating a 30-day public comment period from **May 20, 2026, through June 20, 2026**. During the comment period, the draft Annual Action Plan was made available for public review, and written comments were accepted from residents and interested stakeholders. The City also conducted two public input meetings on **May 26, 2026**, and **May 28, 2026**, providing opportunities for residents and community stakeholders to comment on housing and community development needs, funding priorities, and eligible activities. The Housing Advisory and Appeals Board (HAAB) reviewed the proposed funding recommendations during a public meeting before forwarding its recommendations to the Greeley City Council for final consideration.

In addition to the formal public participation process, the Housing Solutions Department engaged nonprofit organizations, affordable housing developers, public agencies, and community partners through the 2026 Notice of Funding Availability (NOFA), project discussions, and ongoing consultation throughout the planning process. These efforts provided valuable input regarding housing needs, project readiness, service gaps, and opportunities to expand affordable housing and strengthen housing stability.

Public participation and stakeholder consultation reinforced the priorities identified in the 2025–2029 Consolidated Plan and supported continued investment in affordable housing development, housing preservation, homeownership opportunities, housing stability, neighborhood revitalization, accessibility improvements, public services, and economic development. Feedback received throughout the planning process helped inform funding recommendations and reaffirmed the City's commitment to addressing the housing and community development needs of low- and moderate-income residents.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The City published a Notice of Public Hearing and Availability of the Draft 2026 Annual Action Plan in the Greeley Tribune announcing the 30-day public comment period from May 20, 2026, through June 20, 2026. The notice informed the public of opportunities to review the draft plan, attend public meetings, and submit written comments. The notice was published in both English and Spanish and included information regarding language assistance and accommodations for persons with disabilities.	No written comments were received in response to the published notice.	No comments were rejected.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	The City conducted a public meeting on May 26, 2026, to present the proposed 2026 Annual Action Plan, discuss housing and community development priorities, and receive public input regarding the use of CDBG and HOME funds.	The meeting was held to provide an opportunity for public participation. Any comments received were considered during preparation of the Annual Action Plan. No comments were received.	No comments where received or rejected.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Greeley anticipates receiving various sources of federal funding resources to support the priorities identified in the Consolidated Plan and Annual Action Plan. Primary funding sources include the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME), which will support affordable housing, public services, homelessness prevention, neighborhood revitalization, and infrastructure improvements benefiting low- and moderate-income residents. The City will continue leveraging partnerships and additional

funding opportunities to maximize community development investments throughout Greeley.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$830,017.00		1,009,105.26	1,839,122,26	3,386,184.00	Funds will be used for housing development and rehabilitation, public services, infrastructure improvements, and economic development programs, particularly for low- and moderate-income individuals and neighborhoods
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$386,785.45	0	$254,408.91	$641,408.91	1,528,527.52	HOME funds will support affordable housing development and homebuyer assistance for low-income households.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal CDBG and HOME funds will be leveraged with state and local resources, as well as private sector investments. Greeley actively seeks partnerships with private developers and non-profit organizations to amplify the impact of these federal funds. The City will also leverage state housing funds, like Prop 123 and Low-Income Tax Credits (LIHTC) and other grant opportunities to increase the amount of affordable housing and supportive services provided.

For the HOME program, the City of Greeley will satisfy the 25% matching requirement through non-federal funding sources such as contributions from private developers, state housing funds, and other eligible matching resources like donated materials and labor from non-profits. These contributions help to extend the reach of the federal investment and ensure that the city can meet its housing needs**.**

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Greeley has identified several under-utilized publicly owned parcels that could be redeveloped for affordable housing. The city is also exploring land banking as a tool for securing affordable housing sites by acquiring large parcels of land for future development. Greeley has utilized this strategy on a smaller scale through its Urban Renewal Authority, which has purchased and resold vacant land for affordable housing projects. The city is committed to expanding these efforts to address housing shortages and improve affordability by promoting infill development and re-purposing existing municipal properties.

Discussion

The City of Greeley will administer Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds in accordance with HUD regulations and the priorities established in the 2025–2029 Consolidated Plan. Funding reflected in this Annual Action Plan includes the FY2026 HUD allocation, anticipated program income, and available prior-year resources.

The City will strategically invest these federal resources to maximize community impact by leveraging additional federal, state, local, private, and nonprofit investments whenever feasible. Prior-year resources will continue to support eligible projects that are progressing toward implementation, while new allocations will address current housing and community development priorities identified through the Annual Action Plan process.

The Housing Solutions Department will monitor project expenditures, program income, project performance, and available resources throughout the program year to ensure funds are committed and expended in a timely manner, federal requirements are met, and projects achieve the intended outcomes identified in the Consolidated Plan and Annual Action Plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing Development	2025	2029	Affordable Housing	Greeley QCTs (Area 1) Greeley - Citywide	Affordable Housing	HOME: $415,310.70 CDBG: $1,398,026.00	Homeowner affordable housing creation: 7 Rental affordable housing unit creation: 138
2	Homeowner Rehabilitation	2025	2029	Affordable Housing	Greeley QCTs (Area 1) Greeley - Citywide	Affordable Housing	CDBG: $150,590.31 HOME: $0	Homeowner affordable Housing Rehabilitated: 10
4	Public Services	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	Greeley QCTs (Area 1) Greeley - Citywide	Emergency Shelter Supportive Services	CDBG (PS) : $70,000 HOME: $ 0	Public service activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 50 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Economic Development	2025	2029	Non-Homeless Special Needs Non-Housing Community Development	Greeley QCTs (Area 1) Greeley - Citywide	Economic Development - Childcare	CDBG (PS): $54,502.55 HOME: $.00	Jobs created/retained: 9 Jobs Businesses assisted: 3
6	Planning and Administration	2025	2029	Administration	Greeley QCTs (Area 1) Greeley - Citywide	Affordable Housing Emergency Shelter Supportive Services Economic Development - Childcare	CDBG: $166,003.40 HOME: $58,017.82	Other: 0 Other
7	Homeless Prevention and Rapid Re-Housing	2025	2029	Homeless Non-Homeless Special Needs	Greeley QCTs (Area 1) Greeley - Citywide	Emergency Shelter Supportive Services	CDBG: $.00 HOME: $167,865.84	Homeless prevention with tenant based rent assistance, transitional housing 1 facility rehab

Table 6 – Goals Summary

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Greeley's Annual Action Plan projects support the priorities identified in the 2025–2029 Consolidated Plan, including affordable housing, homelessness prevention, public services, neighborhood revitalization, and public infrastructure improvements. CDBG and HOME funds will be used to benefit low- and moderate-income residents through activities such as housing rehabilitation, affordable housing development, public facility improvements, supportive services, and homelessness assistance programs. Projects are intended to improve housing stability, expand access to services, and enhance the quality of life for vulnerable populations throughout the community.

Projects

#	Project Name
1	Greeley Transitional House: TRBA
2	Brothers Redevelopment - Single Family Home Rehab
3	High Plains Site Clearance Phoenix
4	High Plains-Harmony Way Acquisition
5	CARE Communities - Pumpkin Ridge Land Acquisition
6	A Woman's Place (AWP) Services
7	Catholic Charities Guadalupe Apartments Resident Services
8	Upwards Care Inc.- Boost + Learn
9	Hope Springs-Habitat for Humanity DPA
10	N2N Housing Solutions Program
11	Greeley Transitional House Facility Rehab
12	2026-CDBG_Admin
13	2026-HOME_Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Greeley allocates Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds to projects that address the highest-priority housing and community development needs identified in the 2025–2029 Consolidated Plan. Funding recommendations are based on documented community needs, public input, the annual Notice of Funding Availability (NOFA) process, project readiness, organizational capacity, leveraging of additional resources, and the project's ability to achieve measurable outcomes that principally benefit low- and moderate-income residents.

Priority was given to projects that expand affordable housing opportunities, preserve existing housing, increase access to homeownership, improve housing stability, provide supportive services, and strengthen neighborhoods. The City also prioritized investments that demonstrate long-term community impact, financial feasibility, and the capacity to successfully implement federally funded activities in compliance with HUD requirements.

Despite these investments, significant challenges remain in meeting the needs of underserved populations. Limited federal resources, rising construction and development costs, increasing housing affordability challenges, and growing demand for housing assistance continue to exceed available funding. These conditions require the City to make strategic funding decisions that maximize community impact while leveraging additional public, private, and nonprofit resources whenever possible.

The City will continue to collaborate with community partners, affordable housing developers, nonprofit organizations, and public agencies to leverage additional funding, strengthen housing and supportive services, and improve access to affordable housing opportunities for low- and moderate-income households throughout the community.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Greeley Transitional House: TRBA
	Target Area	Greeley - Citywide
	Goals Supported	7. Homeless Prevention & Rapid Rehousing
	Needs Addressed	Supportive Services
	Funding	HOME: $56,250.00
	Description	The requested $56,250 allocation will be strictly used to provide Tenant-Based Rental Assistance to families experiencing homelessness in Weld County through direct financial assistance. This fund is completely dedicated to direct-to-vendor emergency stabilization grants paid on behalf of qualified families. It will explicitly cover Temporary Rental Assistance only to clear eviction balances or support a family in maintaining housing stability.
	Target Date	05/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	10 families will be stabilized through emergency rental assistance.
	Location Description	Families will be residents across the City of Greeley.
	Planned Activities	Rental arrears will be provided to 10 families ensuring that they avoid displacement and homelessness.
2	**Project Name**	Brothers Redevelopment - Single Family Home Rehab
	Target Area	Greeley - Citywide
	Goals Supported	2. Homeowner Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: $150,590.31
	Description	To provide critical health, safety, accessibility, and home preservation repairs for approximately 10 low- and moderate-income homeowners in the City of Greeley. The project will fund repairs such as accessibility modifications, roofing, electrical, plumbing, and other essential rehabilitation work that allows older adults, individuals with disabilities, and other income-qualified homeowners to safely remain in their homes.
	Target Date	05/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	Brothers Redevelopment will serve approximately 10 households though home modification and repair projects.
	Location Description	Throughout City of Greeley
	Planned Activities	Provide owner-occupied housing rehabilitation assistance to approximately 10 income-qualified households. Activities include homeowner outreach, income eligibility determination, environmental review, housing inspections, project management, contractor procurement, rehabilitation of eligible health, safety, accessibility, and energy efficiency improvements, final inspections, and all required federal compliance and reporting.
3	**Project Name**	High Plains Site Clearance Phoenix
	Target Area	Greeley QCTs (Area 1)
	Goals Supported	1. Affordable Housing Development
	Needs Addressed	Affordable Housing
	Funding	CDBG: $238,026.00; HOME: $200,000
	Description	This project focuses solely on clearing the existing structure. The long-term plan is to develop an income restricted multifamily building at this location. The future building will provide housing for low income seniors and families, with units restricted to residents earning at or below 40% and 50% of the Area Median Income and who are at risk of homelessness.
	Target Date	05/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The current plan is for 18 units (3 units at 3-30% AMI and 15 units at 30-50% AMI) primarily comprised of seniors and families)
	Location Description	property is located in a blighted area where more than half of the AMI is at or below 80%

	Planned Activities	The CDBG-funded portion of this project is limited to the clearance and demolition of the existing structure. The long-term redevelopment plan is to construct an income-restricted multifamily housing development on the site using HOME Investment Partnerships Program (HOME) funds. The proposed development is expected to provide approximately 18 affordable housing units for low-income seniors and families at risk of homelessness. Based on the current development plan, three units will be restricted to households with incomes at or below 30% of the Area Median Income (AMI), and fifteen units will be restricted to households with incomes between 30% and 50% of AMI.
4	**Project Name**	High Plains-Harmony Way Acquisition
	Target Area	Greeley QCTs (Area 1)
	Goals Supported	1. Affordable Housing Development
	Needs Addressed	Affordable Housing
	Funding	HOME: $668,730.79
	Description	Acquire Harmony Way Apartments, an 18-unit multifamily affordable housing development currently operated as Permanent Supportive Housing. HOME funds will be used solely for property acquisition. The acquisition will preserve affordable rental housing, ensure long-term affordability for low-income households, and position the property for future environmental remediation and rehabilitation. At least 70 percent of the units will be designated as HOME-assisted units and maintained as affordable housing for a minimum affordability period in accordance with HOME Program requirements.
	Target Date	05/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 18 low-income households will benefit from the acquisition and long-term preservation of Harmony Way Apartments. The project will serve individuals, seniors, and families with household incomes below 30 percent and 40 percent of Area Median Income. At least 70 percent of the units will be designated as HOME-assisted units, ensuring the continued availability of safe, decent, and affordable rental housing for households with the greatest housing needs.
	Location Description	Project activities will occur at Harmony Way Apartments, an 18-unit multifamily affordable housing development located in Greeley, Colorado. HOME funds will be used for the acquisition of the existing property to preserve long-term affordable rental housing for low-income households.

	Planned Activities	Acquire Harmony Way Apartments, an existing 18-unit affordable rental housing development, using HOME Investment Partnerships Program funds. The acquisition will preserve long-term affordable housing for low-income households, maintain affordability through HOME-assisted units, and position the property for future environmental remediation and rehabilitation through additional funding sources.
5	**Project Name**	CARE Communities - Pumpkin Ridge Land Acquisition
	Target Area	Greeley QCTs (Area 1)
	Goals Supported	1. Affordable Housing Development
	Needs Addressed	Affordable Housing
	Funding	CDBG: $491,269.21
	Description	Land acquisition, with a proposed 30-year, 0% forgivable loan. Forgivable loan will purchase land for Pumpkin Ridge Apartments, a new affordable housing development in west Greeley. The project will create 102 income-restricted rental units (constructed in two phases) serving households earning 30%â¿¿60% of Area Median Income (AMI), with Phase 1 consisting of 48 units and a community clubhouse and phase 2 with 54 units.
	Target Date	05/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit approximately 102 low-income households through the development of affordable rental housing. The proposed activities will primarily serve families, individuals, seniors, and persons with disabilities with incomes between 30% and 60% of Area Median Income (AMI).
	Location Description	Census Tract 14.16 Weld County
	Planned Activities	Acquire land and develop Pumpkin Ridge Apartments, a 102-unit affordable rental housing community built in two phases. Activities include construction of four multifamily residential buildings, a community clubhouse, and resident amenities, providing long-term affordable housing for households earning 30%–60% AMI.
6	**Project Name**	A Woman's Place (AWP) Services
	Target Area	Greeley QCTs (Area 1) Greeley - Citywide
	Goals Supported	4. Public Services

	Needs Addressed	Emergency Shelter Supportive Services
	Funding	CDBG (PS): $20,000
	Description	A Woman's Place will use Community Development Block Grant (CDBG) funds to provide homelessness prevention and housing stability services for survivors of domestic violence residing at its Greeley safehouse. Funding will support staff who provide housing advocacy, case management, crisis intervention, housing navigation, landlord coordination, referrals to community resources, and 24-hour crisis line services for approximately 450 low- and moderate-income individuals annually.
	Target Date	05/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	A Woman's Place anticipates serving approximately 450 unduplicated low- and moderate-income individuals annually through the proposed CDBG-funded activities.
	Location Description	N/A Domestic Violence Shelter
	Planned Activities	Planned activities include providing homelessness prevention and housing stability services for survivors of domestic violence through housing advocacy, case management, crisis intervention, housing navigation, referrals to community resources, landlord engagement, and 24-hour crisis line services. CDBG funds will support staff salaries and benefits for trained advocates who deliver direct client services, maintain required program documentation, ensure compliance with federal requirements, and provide the consistent, trauma-informed support necessary to help survivors secure safe housing, achieve housing stability, and begin the recovery process.
7	**Project Name**	Catholic Charities Guadalupe Apartments Resident Services
	Target Area	Greeley QCTs (Area 1)
	Goals Supported	4. Public Services
	Needs Addressed	Supportive Services
	Funding	CDBG (PS): $50,000.00

	Description	Provide supportive resident services for tenants residing at Guadalupe Apartments, a 47-unit Permanent Supportive Housing development serving extremely low-income adults experiencing chronic homelessness. CDBG funds will support case management, resident service coordination, benefits navigation, referrals to health and behavioral health services, crisis intervention, life-skills coaching, housing stabilization, and other supportive services designed to help residents maintain permanent housing and improve overall well-being.
	Target Date	05/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately **47 extremely low-income households** residing at Guadalupe Apartments will benefit from the proposed resident services. Beneficiaries include adults experiencing chronic homelessness or at risk of returning to homelessness who face barriers to housing stability, including disabilities, behavioral health conditions, chronic health needs, and limited income. Services will support residents in maintaining permanent housing, accessing community resources, improving self-sufficiency, and reducing the likelihood of eviction or a return to homelessness.
	Location Description	Activities will be conducted at Guadalupe Apartments, located at 1520 N. 11th Avenue in Greeley, Colorado, within a Qualified Census Tract (Area 1). Services will be provided on-site to residents of the Permanent Supportive Housing community.
	Planned Activities	Provide resident services for tenants residing at Guadalupe Apartments, a 47-unit Permanent Supportive Housing community. Community Development Block Grant (CDBG) funds will support case management, resident services coordination, individualized needs assessments, housing stabilization planning, benefits navigation, referrals to physical and behavioral health services, crisis intervention, life skills coaching, and coordination with community partners. These services are designed to help extremely low-income residents maintain permanent housing, increase self-sufficiency, improve overall well-being, and reduce the risk of returning to homelessness.
8	**Project Name**	Upwards Care Inc.- Boost + Learn
	Target Area	Greeley - Citywide
	Goals Supported	5. Economic Development
	Needs Addressed	Economic Development - Childcare
	Funding	CDBG (PS): $54,502.55

	Description	Support of the Boost + Learn Program, provides business coaching, technical assistance, and technology tools to 10 low- to moderate-income licensed family childcare providers in Greeley. The program is designed to strengthen microenterprises by improving business operations, increasing financial stability, and expanding access to quality childcare. Assistance includes individualized coaching, online training, and childcare management software to help providers build sustainable businesses.
	Target Date	05/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	10 low- and moderate-income licensed family childcare providers (10 households/families)
	Location Description	Throughout the City of Greeley
	Planned Activities	The proposed activities include providing individualized business coaching, technical assistance, business training, and access to childcare management software for 10 licensed family childcare providers. The program focuses on improving business operations, financial stability, licensing compliance, enrollment management, and long-term sustainability of low- and moderate-income microenterprises.
9	**Project Name**	Hope Springs-Habitat for Humanity DPA
	Target Area	Greeley QCTs (Area 1) Greeley - Citywide
	Goals Supported	1. Affordable Housing Development
	Needs Addressed	Affordable Housing- Homeownership
	Funding	HOME $215,320.70
	Description	Provide down payment and/or closing cost assistance to income-qualified low- and moderate-income homebuyers purchasing owner-occupied homes within the City of Greeley. Assistance is intended to increase homeownership opportunities for eligible households.
	Target Date	05/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	26 income-qualified low- and moderate-income households
	Location Description	Hope Springs - new construction located across from 3103 S 23rd Ave, Greeley, CO 80631
	Planned Activities	The Hope Springs Down Payment Assistance (DPA) will provide financial assistance to 26 income-qualified low- and moderate-income households to support the purchase of owner-occupied homes within the City of Greeley. Assistance may be used for eligible down payment and closing costs, reducing the upfront financial barriers that often prevent first-time and income-eligible homebuyers from achieving homeownership.
10	**Project Name**	N2N Housing Solutions Program
	Target Area	Greeley QCTs (Area 1) Greeley - Citywide
	Goals Supported	7. Homeless Prevention and Rapid Re-Housing
	Needs Addressed	Affordable Housing
	Funding	HOME:$75,000
	Description	Neighbor to Neighbor will assist approximately 60 low- to moderate-income households in Greeley, representing an estimated 180 individuals, through the HOME Tenant-Based Rental Assistance (TBRA) program. The program provides rental assistance to households experiencing housing instability or at risk of eviction, helping them maintain stable housing and avoid homelessness.
	Target Date	05/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Neighbor to Neighbor will support approximately 60 low- to moderate-income households in Greeley, representing an estimated 180 individuals, through the HOME Tenant-Based Rental Assistance (TBRA) program.
	Location Description	Citywide-City of Greeley

	Planned Activities	Neighbor to Neighbor will provide HOME Tenant-Based Rental Assistance (TBRA) to approximately 60 low- to moderate-income households in Greeley, helping eligible households prevent eviction, maintain stable housing, and avoid homelessness. HOME funds will be used to provide rental assistance payments to landlords on behalf of eligible households in accordance with HOME Program requirements. In addition to rental assistance, participants will receive housing navigation, budget education, lease review, and referrals to community resources designed to promote long-term housing stability and self-sufficiency.
11	**Project Name**	011 Greeley Transitional Facility_Rehab
	Target Area	Greeley - Citywide
	Goals Supported	7. Homeless prevention & Rapid Rehousing
	Needs Addressed	affordable housing rehab
	Funding	HOME: $36,615.84
	Description	CDBG funding is requested to rehabilitate applicant residential facility by replacing failing original windows and sliding glass doors, improving the safety, health, and comfort of the vulnerable families and young children they serve. The project will install commercial-grade, energy-efficient windows and doors with modern flashing and sealing systems to eliminate drafts, moisture intrusion, and mold risks while improving indoor air quality and reducing utility costs. These critical facility improvements will create a safer, more energy-efficient living environment and allow them to redirect operational savings toward direct services for children and families.
	Target Date	05/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The organization exclusively serves low-to-moderate income families with children, single mothers, and single fathers who are actively experiencing homelessness or face immediate, documented risk of housing displacement. the anticipated number to be served is 50.
	Location Description	The facility is located in the City of Greeley in a moderate income neighborhood, where the median income has been listed at $113,600 in 2025.

	Planned Activities	Replace failing windows and sliding glass doors at Greeley Family House with energy-efficient units to improve building safety, indoor air quality, occupant comfort, and energy efficiency for families experiencing homelessness or at risk of homelessness. The project will preserve the facility, reduce operating costs, and enhance the quality, safety, and sustainability of housing for vulnerable households with children.
12	**Project Name**	2026-CDBG_Admin
	Target Area	Greeley QCTs (Area 1) Greeley - Citywide
	Goals Supported	N/A
	Needs Addressed	N/A
	Funding	CDBG: $166,003.40
	Description	Provide overall administration of the City's Community Development Block Grant (CDBG) Program, including program planning, environmental review coordination, project management, financial management, IDIS reporting, contract administration, compliance monitoring, labor standards oversight, citizen participation, recordkeeping, performance reporting, and other activities necessary to ensure compliance with HUD regulations and successful implementation of the Annual Action Plan.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	CDBG/HOME administration activities provide program-wide planning, oversight, financial management, compliance monitoring, reporting, and technical assistance and do not directly benefit a specific number or type of families. Beneficiaries will be reported under the individual funded activities administered through the program.
	Location Description	City of Greeley
	Planned Activities	Provide overall administration of the Community Development Block Grant (CDBG) including program planning, project management, environmental review coordination, financial management, contract administration, IDIS setup and reporting, compliance monitoring, citizen participation, labor standards oversight (as applicable), affordability monitoring (HOME), recordkeeping, performance reporting, and other administrative activities necessary to ensure compliance with HUD regulations and successful implementation of the Annual Action Plan.

13	**Project Name**	2026-HOME_Administration
	Target Area	Greeley QCTs (Area 1) Greeley - Citywide
	Goals Supported	N/A
	Needs Addressed	N/A
	Funding	HOME: $58,017.82
	Description	Provide overall administration of the City's HOME Investment Partnerships Program (HOME), including program planning, project underwriting, environmental review coordination, financial management, IDIS setup and reporting, contract administration, affordability and property compliance monitoring, HOME written agreement administration, tenant income and rent compliance (as applicable), recordkeeping, citizen participation, performance reporting, and other activities necessary to ensure compliance with HOME regulations and successful implementation of the Annual Action Plan.
	Target Date	12/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	HOME administration activities provide program-wide planning, underwriting, financial management, compliance oversight, affordability monitoring, technical assistance, and reporting necessary to successfully administer the City's HOME Investment Partnerships Program. These administrative activities do not directly benefit a specific number or type of households. The beneficiaries of HOME administration are reflected through the individual HOME-assisted projects funded under the program, including affordable housing development, acquisition, rehabilitation, homebuyer assistance, and tenant-based rental assistance that serve low- and very low-income households throughout the City of Greeley.
	Location Description	Administrative activities will be conducted by the City of Greeley Housing Solutions Department and will support HOME-funded projects located throughout the City of Greeley. Program administration includes oversight, compliance, financial management, project monitoring, and reporting for HOME-assisted activities serving eligible households citywide.

	Planned Activities	Provide overall administration of the HOME Investment Partnerships Program, including program planning, project underwriting, environmental review coordination, financial management, IDIS setup and reporting, contract administration, written agreement administration, affordability monitoring, income and rent compliance, property monitoring, federal cross-cutting compliance, recordkeeping, citizen participation, technical assistance to subrecipients and developers, performance reporting, and other administrative activities necessary to ensure compliance with 24 CFR Part 92 and the successful implementation of the City's HOME Program.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Greeley will prioritize housing and community development investments in areas with the greatest identified need, including HUD-designated Qualified Census Tracts (QCTs) and neighborhoods with high concentrations of low- and moderate-income residents. Priority investment areas include Qualified Census Tracts 5.01, 6, 7.01, 7.03, and 10.03, which experience higher rates of poverty, housing cost burden, aging housing stock, overcrowding, and limited access to economic opportunities and essential services.

The City will direct resources to these areas through investments in affordable housing development and preservation, homeowner rehabilitation, neighborhood revitalization, public infrastructure improvements, homelessness prevention, and supportive services. In addition, citywide programs will provide housing assistance, public services, economic development activities, and other eligible programs that benefit low- and moderate-income residents throughout the community. By combining targeted neighborhood investments with citywide initiatives, the City seeks to expand housing opportunities, strengthen neighborhoods, and improve the quality of life for Greeley residents.

Geographic Distribution

Target Area	Percentage of Funds
Greeley QCTs (Area 1)	40
Greeley - Citywide	60

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Greeley allocates investments geographically based on areas with the greatest concentrations of low-income households, housing cost burden, aging housing stock, and community vulnerability. Priority investment areas, including HUD-designated Qualified Census Tracts (QCTs) primarily located on the east side of Greeley, experience higher levels of poverty, housing instability, and infrastructure needs. Resources will be directed toward affordable housing, neighborhood revitalization, public services, and infrastructure improvements to benefit low- and moderate-income residents and underserved populations throughout the community.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Greeley is committed to expanding, preserving, and improving affordable housing opportunities for low- and moderate-income households. The City prioritizes investments that increase the supply of affordable rental housing, expand homeownership opportunities, preserve existing housing, and support individuals and families experiencing or at risk of homelessness. Consistent with the goals established in the 2025–2029 Consolidated Plan, the City leverages federal, state, local, and private resources to develop safe, decent, and affordable housing throughout the community.

Through the Housing Solutions Department, the City continues to pursue innovative strategies to address housing needs by supporting affordable housing development, preserving existing housing, strengthening partnerships with nonprofit organizations and housing developers, and strategically investing Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds.

Key affordable housing investments for Program Year 2026 include:

- **Hope Springs Down Payment Assistance Program – Greeley-Weld Habitat for Humanity:** HOME funds will expand homeownership opportunities by providing down payment assistance to income-qualified homebuyers, helping households achieve sustainable homeownership.
- **Harmony Way Apartments – High Plains Housing Development Corporation:** HOME funds will support the acquisition of an 18-unit multifamily affordable housing development currently operating as permanent supportive housing. The acquisition will preserve long-term affordable housing and position the property for future rehabilitation.
- **Phoenix Rising Redevelopment – High Plains Housing Development Corporation:** CDBG funds will support site clearance and demolition in preparation for a future HOME-assisted affordable housing development that is expected to create 18 income-restricted rental units for low-income seniors and families.

Together, these investments expand affordable housing opportunities, preserve existing housing assets, strengthen the City's housing continuum, and support the long-term goal of increasing the availability of quality, affordable housing throughout Greeley.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	46
Special-Needs	0

One Year Goals for the Number of Households to be Supported	
Total	46

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	40
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	46

Table 10 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

Actions to encourage public housing residents to become more involved in management and participate in homeownership

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Greeley remains committed to preventing and reducing homelessness through a comprehensive, coordinated, and data-informed approach. This commitment includes strengthening outreach efforts, expanding access to emergency shelter, transitional housing, permanent supportive housing, and other housing resources, while implementing long-term strategies that help individuals and families obtain and maintain stable, permanent housing. Central to this approach is a commitment to equity and targeted support for those facing the greatest barriers to housing stability, including individuals experiencing chronic homelessness, families with children, veterans, unaccompanied youth, survivors of domestic violence, and other vulnerable or underserved populations.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Greeley will strengthen its coordinated outreach efforts by continuing to partner closely with the Continuum of Care (CoC) and a broad network of local service providers. Through these partnerships, the City will maintain and expand proactive street outreach activities focused on locating and engaging individuals who are unsheltered and may be disconnected from traditional service systems. Outreach teams will build relationships with individuals experiencing homelessness, conduct on spot assessments, and work to understand their immediate and long term needs.

These teams will play a key role in connecting people to emergency shelter opportunities, medical and behavioral health services, substance use treatment, benefits screening, and other essential supports that improve safety and stability. Greeley will also enhance its use of the Homeless Management Information System (HMIS) to document outreach encounters, monitor emerging needs in real time, and prioritize services for those at the highest risk. By improving data sharing and coordination among providers, the City aims to create a more efficient and responsive system that ensures individuals receive timely assistance and are quickly linked to the most appropriate resources.

Addressing the emergency shelter and transitional housing needs of homeless persons

To address emergency and transitional housing needs, the City of Greeley plans to expand the capacity of existing shelter programs and support the development of transitional housing opportunities that provide temporary housing paired with supportive services. These services play a critical role in helping individuals and families achieve stability and successfully transition into permanent housing. In addition, Greeley will continue strengthening coordination among local service providers to ensure individuals experiencing homelessness receive comprehensive, coordinated, and individualized support based on

their unique needs and circumstances.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Greeley's strategy includes a range of initiatives designed to help individuals and families experiencing homelessness transition into permanent housing and achieve long-term stability. The City will prioritize reducing the amount of time households remain homeless by expanding access to affordable housing opportunities and increasing the availability of rapid re-housing assistance. In addition, Greeley will provide supportive services such as case management, housing navigation, and rental assistance to help households maintain stable housing and prevent future episodes of homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

To help prevent homelessness among low-income individuals and families, the City of Greeley will implement targeted strategies such as rental assistance, utility assistance, and eviction prevention programs. The City will also collaborate with local healthcare providers, mental health agencies, and correctional institutions to support individuals transitioning from these systems by connecting them to stable housing opportunities and appropriate supportive services.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Greeley is committed to expanding access to safe, decent, and affordable housing by identifying and addressing barriers that may limit housing choice, increase development costs, or delay the production and preservation of affordable housing. While many factors affecting housing affordability—including rising construction costs, labor shortages, land prices, and financing conditions—are influenced by broader economic trends, the City recognizes that local policies, procedures, and partnerships also play an important role in creating opportunities for affordable housing.

Through strategic investments of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds, collaboration with community partners, and ongoing evaluation of local development processes, the City seeks to reduce barriers where feasible and support a balanced housing continuum that includes affordable housing, workforce housing, homeownership opportunities, neighborhood revitalization, and housing stability. The actions outlined below represent the City's commitment during Program Year 2026 to strengthen partnerships, improve administrative efficiency, and encourage the development and preservation of housing that meets the needs of Greeley's residents.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Greeley will continue to evaluate and address local policies, procedures, and practices that may limit the development, preservation, or accessibility of affordable housing. Although many housing affordability challenges are influenced by market conditions beyond the City's control, the City recognizes that local government can improve housing outcomes by streamlining processes, strengthening partnerships, and strategically investing federal resources.

During Program Year 2026, the City plans to undertake the following actions:

- Continue investing Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds in projects that increase the supply and preservation of affordable housing, support homeowner rehabilitation, improve accessibility, and stabilize neighborhoods.
- Coordinate with Planning, Building, Engineering, Finance, and other City departments to improve communication and identify opportunities to streamline project review and implementation while maintaining compliance with applicable regulations.
- Collaborate with nonprofit organizations, housing developers, and regional partners to identify

barriers affecting affordable housing development and explore practical solutions.

- Encourage the redevelopment and adaptive reuse of existing properties where appropriate to increase the availability of affordable housing within established neighborhoods.
- Pursue additional public and private funding opportunities that leverage local, state, and federal investments to maximize affordable housing production and preservation.
- Continue evaluating housing needs, market conditions, and community feedback to inform future policy discussions and long-term housing strategies.
- Improve the administration of the City's CDBG and HOME programs through standardized procedures, enhanced project management, and timely allocation of federal resources to reduce administrative delays that may impact housing production.

These actions are intended to strengthen the City's ability to support affordable housing development, preserve existing housing stock, improve access to housing opportunities, and reduce barriers that may affect low- and moderate-income households. The City will continue to work collaboratively with public agencies, nonprofit organizations, developers, and community stakeholders to identify additional opportunities to improve housing affordability throughout the community.

Discussion:

The City of Greeley recognizes that improving housing affordability requires a coordinated, long-term approach involving local government, nonprofit organizations, housing developers, financial institutions, and community stakeholders. While many barriers to affordable housing are influenced by economic conditions beyond the City's control, the City remains committed to evaluating local processes, strengthening partnerships, and strategically investing federal resources to expand housing opportunities.

The actions identified in this Annual Action Plan represent practical steps the City can take during Program Year 2026 to improve the delivery of affordable housing programs, support housing development and preservation, and reduce administrative barriers where feasible. The City will continue to assess housing needs, monitor market conditions, and work collaboratively with community partners to identify additional opportunities to increase the availability of safe, decent, and affordable housing for Greeley residents.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Greeley is committed to improving the quality of life for low- and moderate-income residents through strategic investments, collaborative partnerships, and effective administration of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. In addition to funding eligible housing and community development activities, the City works closely with public agencies, nonprofit organizations, affordable housing developers, service providers, and community stakeholders to address priority needs identified in the Consolidated Plan.

The actions described in this section outline how the City will strengthen affordable housing opportunities, reduce barriers to housing stability, support individuals and families experiencing homelessness or housing insecurity, enhance organizational capacity, and improve coordination among public and private partners. Through these efforts, the City seeks to maximize the impact of federal resources, leverage additional investments, and promote safe, stable, and resilient neighborhoods throughout the community.

Actions planned to address obstacles to meeting underserved needs

The City of Greeley recognizes that the demand for affordable housing, supportive services, and community development programs exceeds the resources available through the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. To address these challenges, the City will continue to prioritize investments that provide the greatest benefit to low- and moderate-income households while leveraging additional public and private resources.

During Program Year 2026, the City will:

- Invest CDBG and HOME funds in affordable housing development, homeowner rehabilitation, accessibility improvements, neighborhood revitalization, and housing stability initiatives.
- Support projects that expand the availability of affordable housing and preserve existing housing opportunities for low- and moderate-income residents.
- Partner with nonprofit organizations, housing providers, and community agencies to improve access to housing, supportive services, and resources that promote long-term housing stability.
- Encourage projects that leverage federal, state, local, and private funding to maximize community impact and increase the number of households served.
- Coordinate with public agencies and service providers to improve referrals and access to employment, healthcare, behavioral health, transportation, financial education, and other supportive services.
- Continue strengthening project management, monitoring, and compliance procedures to ensure

federal resources are administered efficiently and projects are completed in a timely manner.
- Monitor community needs and program outcomes to identify emerging gaps and inform future funding priorities.

Through these actions, the City seeks to maximize the impact of limited federal resources, strengthen community partnerships, and ensure that housing and community development investments effectively address the needs of underserved populations throughout Greeley.

Actions planned to foster and maintain affordable housing

The City of Greeley is committed to fostering and maintaining affordable housing through strategic investments that increase the supply, preserve the quality, and improve the accessibility of housing for low- and moderate-income households. The City will utilize Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds to support activities that expand housing opportunities, preserve existing affordable housing, and strengthen neighborhoods.

During Program Year 2026, the City will:

- Invest HOME and CDBG funds in the development of new affordable housing opportunities for income-eligible households.
- Preserve existing housing through homeowner rehabilitation and accessibility improvement programs that enhance the safety, livability, and longevity of the City's housing stock.
- Support affordable housing developers and nonprofit housing organizations in creating and preserving quality housing that meets identified community needs.
- Leverage federal funding with state, local, private, and philanthropic resources to maximize affordable housing production and preservation.
- Monitor HOME-assisted housing and other federally funded projects to ensure compliance with affordability requirements and protect the long-term public investment.
- Encourage housing developments that contribute to neighborhood revitalization and provide a range of housing options for Greeley's residents.
- Continue improving program administration, project management, and compliance monitoring to facilitate the timely delivery of affordable housing projects.

Through these actions, the City will continue to expand housing opportunities, preserve existing affordable housing, and support a balanced housing continuum that promotes safe, decent, and affordable housing throughout the community.

Actions planned to reduce lead-based paint hazards

The City of Greeley will continue to reduce lead-based paint hazards by ensuring compliance with the federal Lead Safe Housing Rule (24 CFR Part 35) for all applicable Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) assisted housing activities. For residential

properties constructed prior to 1978 that receive federal assistance, the City will require the appropriate lead hazard evaluation, testing, disclosure, interim controls, or abatement activities as required by HUD regulations.

The City will ensure that property owners, contractors, and subrecipients follow required lead-safe work practices and utilize qualified professionals to perform lead hazard assessments, risk assessments, paint testing, and clearance examinations when applicable. Rehabilitation projects receiving CDBG or HOME assistance will incorporate lead hazard reduction measures in accordance with federal requirements to protect occupants, particularly young children and pregnant women, from exposure to lead-based paint hazards.

The City will continue to monitor federally assisted housing activities to ensure ongoing compliance with all applicable lead-based paint regulations and will provide education and technical assistance to subrecipients and project partners regarding lead-safe rehabilitation requirements as needed.

Actions planned to reduce the number of poverty-level families

The City of Greeley recognizes that reducing poverty requires a comprehensive approach that combines affordable housing, economic opportunity, supportive services, and strong community partnerships. While the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs are not designed to eliminate poverty independently, they provide critical resources that help low- and moderate-income households achieve greater housing stability and improve their overall quality of life.

During Program Year 2026, the City will:

- Invest CDBG and HOME funds in affordable housing development, homeowner rehabilitation, accessibility improvements, and neighborhood revitalization activities that reduce housing cost burdens for low- and moderate-income households.
- Support projects that preserve and expand access to safe, decent, and affordable housing, allowing families to devote more of their income toward employment, education, healthcare, childcare, transportation, and other essential needs.
- Partner with nonprofit organizations and community service providers that offer housing assistance, financial education, case management, and supportive services designed to promote long-term housing stability and self-sufficiency.
- Encourage the use of leveraged funding from federal, state, local, and private sources to maximize available resources and expand community impact.
- Coordinate with local agencies to connect residents with employment opportunities, workforce development programs, education and training, healthcare services, and other resources that support economic mobility.
- Monitor program outcomes and community needs to ensure federal investments continue to benefit households with the greatest need and support long-term community development

goals.

Through these coordinated efforts, the City seeks to strengthen housing stability, reduce financial burdens associated with housing costs, improve access to supportive services, and create opportunities that help individuals and families move toward greater economic security.

Actions planned to develop institutional structure

The City of Greeley will continue strengthening its institutional structure to ensure the effective, efficient, and compliant administration of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. During Program Year 2026, the City will build upon recent organizational improvements by enhancing internal coordination, strengthening program administration, standardizing procedures, and expanding staff capacity to support the successful implementation of federally funded housing and community development activities.

During Program Year 2026, the City will:

- Continue strengthening the Housing Solutions Department as the lead administrator of the City's CDBG and HOME programs through clearly defined roles, responsibilities, and accountability.
- Improve coordination among Housing Solutions, Finance, Grants Administration, Planning, Building, Engineering, Legal, and other City departments to support timely project implementation and federal compliance.
- Implement and maintain standardized operating procedures (SOPs) for project management, environmental review, contracting, financial management, compliance monitoring, draw requests, project closeout, and IDIS reporting.
- Provide ongoing staff training on HUD regulations, IDIS, environmental review requirements, Davis-Bacon, Section 3, fair housing, and other federal compliance requirements to strengthen organizational knowledge and consistency.
- Enhance project monitoring and performance management to improve documentation, data collection, reporting, and oversight throughout the life of each federally funded project.
- Strengthen partnerships with nonprofit organizations, affordable housing developers, public agencies, and other community stakeholders to leverage resources and improve service delivery.
- Continue collaborating with HUD and other funding partners to improve program administration, address compliance requirements, and ensure the timely expenditure and reporting of federal funds.
- Evaluate administrative processes on an ongoing basis to identify opportunities for greater efficiency, continuous improvement, and long-term program sustainability.

These actions will strengthen the City's institutional capacity to administer federal housing and community development programs, improve coordination among partner organizations, and ensure

that CDBG and HOME investments are managed effectively while maximizing benefits for Greeley residents.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Greeley will continue to strengthen coordination among public agencies, nonprofit organizations, affordable housing developers, social service providers, and other community partners to address local housing and community development needs. Through the administration of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs, the City works collaboratively with organizations that provide housing, supportive services, and community resources to improve outcomes for low- and moderate-income residents.

During Program Year 2026, the City will:

- Continue collaborating with nonprofit organizations, affordable housing developers, and community service providers through the annual funding process to support projects that address identified housing and community development priorities.
- Coordinate with local, regional, and state partners to leverage CDBG and HOME funds with other public and private financial resources, increasing the overall impact of housing investments.
- Maintain regular communication with housing providers, social service agencies, and community organizations to identify emerging needs, improve referrals, and strengthen coordination of services.
- Support partnerships that connect residents with affordable housing, homelessness prevention and housing stability programs, accessibility improvements, resident services, and other supportive resources.
- Coordinate with HUD, the Colorado Division of Housing, housing authorities, lenders, nonprofit organizations, and other funding partners to advance affordable housing development and preservation opportunities.
- Strengthen coordination among City departments, including Housing Solutions, Planning, Finance, Grants Administration, Engineering, Building, and Legal, to improve project implementation and ensure effective stewardship of federal resources.
- Continue monitoring funded projects and maintaining ongoing communication with subrecipients to support compliance, share best practices, and promote successful project outcomes.

Through these coordinated efforts, the City will maximize the impact of federal resources, strengthen partnerships across the community, and improve access to housing and supportive services that

promote long-term housing stability and community well-being.

Discussion:

The City of Greeley recognizes that meeting the housing and community development needs of its residents requires strong collaboration among public agencies, nonprofit organizations, affordable housing developers, private sector partners, and community stakeholders. Through continued coordination, strategic investment of CDBG and HOME resources, and ongoing improvements to program administration, the City is strengthening its capacity to deliver effective, compliant, and sustainable housing and community development programs.

The actions identified in this section support the City's commitment to expanding affordable housing opportunities, improving housing stability, strengthening institutional capacity, and enhancing partnerships that leverage public and private resources. As community needs continue to evolve, the City will regularly evaluate program performance, engage community partners, and refine its strategies to ensure federal investments achieve the greatest possible benefit for low- and moderate-income residents and the community as a whole.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City of Greeley leverages HOME funds alongside federal, state, local, private, nonprofit, and developer resources to maximize affordable housing development and preservation activities. Partnerships with housing developers, nonprofit organizations, financial institutions, and other funding entities are utilized to support affordable rental housing, homeownership opportunities, supportive housing, and housing rehabilitation activities throughout the community.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City of Greeley utilizes recapture provisions for HOME-assisted homebuyer activities to ensure compliance with HOME affordability requirements. HOME funds provided to eligible homebuyers are secured through written agreements and recorded instruments that outline affordability periods, occupancy requirements, and repayment obligations in accordance with HUD HOME regulations. If the assisted property is sold or no longer meets affordability requirements during the affordability period, the applicable HOME investment may be subject to recapture.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City ensures long-term affordability of HOME-assisted housing units through affordability restrictions, deed restrictions, covenants, and recapture requirements consistent with 24 CFR 92.254. Affordability periods are determined based on the amount of HOME assistance provided and are monitored throughout the required affordability term. HOME-assisted units must remain affordable to low-income households during the established affordability period.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   At this time, the City of Greeley does not anticipate using HOME funds to refinance existing debt secured by multifamily housing projects. Should refinancing activities occur, the City will comply

with all applicable HOME regulations and underwriting requirements outlined in 24 CFR 92.206(b).

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   The City may utilize HOME Tenant-Based Rental Assistance (TBRA) activities to assist low-income households, including persons with special needs, persons with disabilities, individuals experiencing homelessness, survivors of domestic violence, and other vulnerable populations. Preferences for assistance will be administered in accordance with fair housing requirements and HUD regulations.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   Any preference provided through HOME TBRA activities will be designed to address documented housing and service gaps experienced by vulnerable populations, including individuals with disabilities and persons experiencing homelessness. The City will coordinate with local service providers and housing agencies to ensure supportive services and housing assistance are targeted toward households with the greatest needs while remaining compliant with fair housing and non-discrimination requirements.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   The City of Greeley may prioritize rental housing projects that address identified community housing needs, including affordable housing for low- and moderate-income households, seniors, persons with disabilities, veterans, families experiencing homelessness, and other vulnerable populations. Any preferences or project priorities will be administered in compliance with fair housing laws and regulations under 24 CFR 5.105(a) and will not discriminate on any prohibited basis.

2025-2029 HUD Consolidated Plan for the City of Greeley

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing Development	2025	2029	Affordable Housing	Greeley QCTs (Area 1) Greeley - Citywide	Affordable Housing	CDBG: $0 HOME: $1,980,840	Rental units constructed: 15 Household Housing Unit Rental units rehabilitated: 45 Household Housing Unit
2	Homeowner Rehabilitation	2025	2029	Affordable Housing	Greeley QCTs (Area 1) Greeley - Citywide	Affordable Housing	CDBG: $788,024 HOME: $561,043	Homeowner Housing Added: 15 Household Housing Unit Homeowner Housing Rehabilitated: 75 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 8 Household Housing Unit
3	Public Facilities	2025	2029	Homeless Non-Housing Community Development	Greeley QCTs (Area 1) Greeley - Citywide	Emergency Shelter Supportive Services	CDBG: $1,187,700 HOME: $0	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1180 Households Assisted
4	Homeless Prevention and Rapid Re-Housing	2025	2029	Homeless	Greeley QCTs (Area 1) Greeley - Citywide	Affordable Housing	CDBG: $403,550 HOME: $250,000	Homeless Person Overnight Shelter: 860 Persons Assisted
5	Public Services	2025	2029	Homeless Non-Homeless Special Needs Non-Housing	Greeley QCTs (Area 1) Greeley - Citywide	Supportive Services	CDBG: $634,910	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted

				Community Development				Public service activities for Low/Moderate Income Housing Benefit: 750 Households Assisted
6	Economic Development	2025	2029	Non-Homeless Special Needs Non-Housing Community Development	Greeley QCTs (Area 1) Greeley - Citywide	Economic Development - Childcare	CDBG: $432,000	Jobs created/retained: 48 Jobs Businesses assisted: 12 Businesses Assisted
7	Planning and Administration	2025	2029	Administration	Greeley QCTs (Area 1) Greeley - Citywide	Affordable Housing Emergency Shelter Supportive Services Economic Development - Childcare	CDBG: $846,546 HOME: $191,066	Other: 0 Other

Table 58 – Goals Summary

Goal Descriptions

1	**Goal Name**	Affordable Housing Development
	Goal Description	Develop affordable rental housing units to meet the needs of low-income families, the elderly, and homeless individuals. This goal will also aim to increase the availability of housing vouchers and affordable housing programs to close the gap in the current housing market
2	**Goal Name**	Homeowner Rehabilitation
	Goal Description	Provide rehabilitation services for low-income homeowners to preserve existing housing stock, improve living conditions, and prevent displacement. This goal will focus on addressing safety and accessibility for elderly and disabled homeowners
3	**Goal Name**	Public Facilities
	Goal Description	Improve and develop community and public facilities to better serve low-income and in-need populations. This goal includes upgrading infrastructure and expanding access to essential services such as emergency shelters, recreation centers, and other community resources

4	**Goal Name**	Homeless Prevention and Rapid Re-Housing
	Goal Description	Expand services to prevent homelessness and provide rapid rehousing for individuals and families. This goal will focus on increasing year-round shelter capacity, particularly for homeless families, victims of domestic violence, and veterans
5	**Goal Name**	Public Services
	Goal Description	Increase access to supportive services, including mental health care, addiction recovery, and counseling, particularly for individuals with disabilities and those facing mental health challenges. This goal aims to address gaps in service provision for low-income residents
6	**Goal Name**	Economic Development
	Goal Description	Promote economic stability through the expansion of affordable childcare services and job training programs. This goal will focus on helping low-income families, particularly single parents, achieve economic self-sufficiency
7	**Goal Name**	Planning and Administration
	Goal Description	Support the effective administration, planning, monitoring, and reporting of HUD-funded programs to ensure compliance with federal regulations and alignment with community needs and priorities. Activities include citizen participation, performance evaluations, data management, and preparation of required plans and reports.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Partnership with Greeley-Weld Habitat for Humanity: Continue the partnership to assist 15 Habitat families annually, focusing on those earning 30%-80% of AMI. This includes 5 low-income families and 10 moderate-income families per year.
Additional Homeownership Units: Support the construction or rehabilitation of 5 additional homeownership units for moderate-income households.

CDBG & HOME Applicant Toolkit – Frequently Asked Questions (FAQ)

City of Greeley – Housing Solutions Department

Introduction

This Applicant Toolkit provides a consolidated reference for organizations interested in applying for Community Development Block Grant (CDBG) and/or HOME Investment Partnerships Program (HOME) funding through the City of Greeley's Housing Solutions Department. It summarizes recurring applicant questions and aligns them with the requirements, priorities, and processes outlined within the FY2026 CDBG and HOME Funding Opportunities solicitation.

What are the CDBG and HOME programs?

Community Development and Block Grant (CDBG) Program

CDBG provides federal funding to address community development needs such as affordable housing, public facilities, neighborhood revitalization, and services that primarily benefit low- to moderate-income (LMI) residents. The City of Greeley receives an annual allocation and selects projects aligned with local priorities and the Consolidated Plan

HOME Investment Partnership Program (HOME)

HOME funds support activities that build, rehabilitate, or preserve affordable housing or provide direct rental assistance to low-income households. Eligible uses include homebuyer programs, owner-occupied rehab, rental development, and TBRA.

Who is eligible to apply?

Entities eligible for both CDBG and HOME awards include:

1. Government entities
2. Non-profit organizations with (501) (c)(3) tax-exempt status whose overall service population includes a considerable number of Greeley residents, or delivers a considerable number of service hours to Greeley residents; **and** the non-profit organization has either a physical presence in Greeley or is located within a reasonable proximity to the City of Greeley
3. For-profit business organizations
4. Community Housing Development Organizations (CDHOs)
5. Public Housing Authority
6. Faith-based organizations (some project restrictions may apply)
7. Other entities may be eligible – please contact Housing Solutions for eligibility determination if your entity is not covered in one of the 6 categories listed above

What types of projects are eligible for funding?

CDBG-Eligible Projects

Projects must occur in Greeley and meet a HUD national objective. Common examples include:

- Public service programs (new or increased services)
- Housing rehabilitation
- Public facility improvements
- ADA accessibility improvements
- Blight prevention or elimination activities
- Activities serving LMI individuals or LMI geographic areas

HOME-Eligible Projects

Eligible HOME activities include:

- Down-payment/closing-cost assistance
- Owner-occupied rehabilitation
- Rental housing construction, acquisition, or rehabilitation
- Tenant-Based Rental Assistance (TBRA)
  Additional requirements apply depending on project type (e.g., affordability periods).

Ineligible Projects and Activities

Applicants may not utilize CDBG or HOME funds for the following activities:

- Political or lobbying activities
- General maintenance or repair expenses
- Activities failing to meet HUD eligibility criteria
- Activities outside Greeley or without benefit to Greeley residents

What program goals must projects support?

Projects must fulfill at least one HUD national objective:

- Benefit low- and moderate-income individuals
- Prevent or eliminate slums or blight
- Address urgent community needs (rare)

How competitive is the funding process?

CDBG and HOME funding allocations are limited, and competitive applications are expected. The City may receive multiple proposals for both programs, and awards

are not guaranteed. Applicants should submit complete, well-supported proposals consistent with funding caps, timelines, and HUD compliance expectations.

Application Instructions and Deadlines

Important Dates

Application open : **May 20, 2026**

Submission deadline: **June 19th, 2026 11:59 PM**

Technical Assistance via email: **8:30-3 : Monday-Thursday**

SAMS.GOV webinar: **June 2nd : 2-3 PM**

Submission

Applicants must submit a **full application** which includes all required and optional attachments (see Required Application Materials

Submission Deadline

Applicants must submit a full application, with all required attachments, by **11:59 pm Mountain Time on June 19th, 2026** to be considered for an award under this solicitation.

Please be sure to **CDBG/HOME Application** well in advance of the application deadline to address any technical issues that may arise through the electronic portal. Staff will be available to assist with any issues prior to the deadline- all technical related inquiry's need to be submitted to Housinginfo@greeleygov.com.

Required Application Materials

Applications must be submitted through Docusign, and include:

- Completed application package
- Detailed project budget and (for HOME) a development pro forma

- Required Exhibits (A–F for project documentation)
- Agency Exhibits (G–AA, depending on organizational type)
- For housing-related projects: additional policies regarding tenant selection, property management, and Housing First implementation

What is the review process after submission?

The City follows a structured review process that includes:

- Eligibility screening
- Technical review
- Scoring using the City's scoring matrix
- Requests for additional information (if needed)
- Final recommendation to City Council
  Award decisions are made following Council approval.

How does the reimbursement process work?

CDBG and HOME are **reimbursement-based** programs. Awardees must:

- Incur allowable expenses
- Submit detailed documentation with draw requests
- Maintain compliance with all HUD and City requirements
  Funds typically become available in September or October after HUD approval.

What are the HOME affordability requirements?

HOME-funded projects must meet specific affordability periods determined by investment amount and project type. Requirements include:

- Rent limits
- Income limits
- Property standards

- Ongoing monitoring

What happens if my project scope or budget changes?

Changes to scope, timeline, or budget require **prior written approval** from Housing Solutions. Certain changes may require:

- A contract amendment
- Revised environmental review
- Updated underwriting or affordability documentation (for HOME)

Are there important deadlines and timing considerations?

Yes. Key details include:

- Applications due **June 19th 2026 at 11:59 PM MT**
- CDBG timeliness test: 85% of funds must be drawn ASAP.
- Final expenditure deadline: funds should be spent ASAP.

What should I know about environmental review?

All projects receiving CDBG or HOME funds must undergo environmental review in accordance with NEPA and HUD regulations. Review level depends on the activity (Exempt, CENST, CEST, EA, or EIS).
No funds may be committed before the environmental review is approved.

Who can I contact for assistance?

For solicitation or application questions:
Housing Solutions Department: Housinginfo@greeleygov.com.

Additional Considerations

Funding Considerations

Applicants who are awarded under this solicitation will be provided with CDBG and/or HOME funds in the form of a reimbursable grant, on a cash basis accounting method. Applicants will be required to submit supporting documentation, and a Housing Solutions draw request form to be reimbursed for funds expended on projects awarded under this solicitation.

Applicants for CDBG are encouraged to demonstrate matching funds or present other sources of funding during the application process.

Funding for projects typically becomes available in August or September, once written approval has been received from HUD.

Monitoring Considerations

Receiving CDBG and/or HOME funding opens your operations to additional monitoring by the City, as well as by HUD and the State Auditor. These monitoring and auditing activities are beyond those experienced by organizations who receive general fund grants from the City. Additional exposure to liability and costs (in real dollars and staff time, among other resources) comes with the risk associated with CDBG and HOME funding. As such, we strongly encourage organizations to understand the administrative burden that comes with CDBG and HOME funding and take that into consideration before applying. Please see the following HUD publication Playing by the Rules for detailed information related to CDBG funding requirements.

Applicants who are awarded funding under this solicitation are subject to monitoring by the City which may include, but is not limited to:

- Monitoring and addressing any timeliness issues related to funding draw requests

- Reviewing expenditures for compliance with all City and HUD requirements related to allowable expenses
- Project site visits by City staff to ensure timely completion of proposed project activities
- Interviews of project leadership and staff to ensure compliance with all City and HUD regulations

It is critical for applicants awarded under this solicitation to meet timeliness requirements and comply with all Housing Solutions monitoring requests to ensure allowable and approved expenses are reimbursed. Failure to comply with monitoring requests, or failure to meet timeliness requirements, could result in the discontinuation of funding and/or approvals for projects.

Applicants Not Selected

Applications that are not selected for further consideration will be notified by the City's Housing Solutions Department on or before August 1, 2026.

Other Considerations

The City may elect to fund applications submitted under this FY2026 solicitation in future fiscal years, or with funding sources other than CDBG and HOME grants, dependent on, among other considerations, the merit of the application and the availability of current and future City funding.

HUD 2026 Annual Action Plan

Deb Callies, Director of Housing
Cece Cervantes, Housing Investment Manager
City Council Meeting - August 4, 2026

Agenda





2026 HUD Annual Action Plan

- Introduction
- 2026 Funding Cycle Process
- 2026 Applications
- Allocation Recommendations
- Community Impact
- HUD Program Year Change
- Options & Recommendations

HUD Annual Action Plan

The Annual Action Plan is the City's annual application to HUD and serves as the investment strategy for federal housing and community development funds.

The Plan:

- Identifies community housing priorities
- Describes eligible activities
- Allocates CDBG and HOME funding
- Advances the goals of the 2025–2029 Consolidated Plan

2026 Funding Process

This year the Housing Solutions Department implemented a comprehensive review process to ensure transparency, consistency, and HUD compliance.

- Public Notice- Open NOFA
- 19 applications received by application deadline
- Three independent staff reviews- standardized scoring matrix
- Team eligibility, program sustainability, and financial capacity review
- Staff developed initial funding recommendations and presented to HAAB on 7/9/2026
- HAAB reviewed applications and staff recommendation, adjusted fund amounts based on discussion
- HAAB recommendations presented to City Council tonight

2026 Applications Summary

Application Status		Amount
Received	18	4.4 Million
Funded	11	2.28 Million
Pipeline	3	1.7 Million
Ineligible	4	400k

- 11 Community Projects & Programs selected
- Program Facilitation- City Staff Salaries
- Funded- eligible activity, experience with federal funds, CP goal alignment, spending timeliness
- Pipeline- if eligible, but not selected for funding in 2026, receives extra points if resubmitted in 2027
- Ineligible- activity ineligible, or application not complete after clarification

Recommendation to City Council

Rank	Name of Organization	Project/Program	Requested Amount	Staff Recommendation	HAAB Recommendation
1	Greeley Family House	Family Safety Net- TBRA	$ 56,250.00	$ 56,250.00	$ 56,250.00
2	Brothers Redevelopment	Single-Family Home Rehab	$ 200,000.00	$ 150,590.31	$ 150,590.31
3 &10	Greeley-Weld Habitat	Hope Springs -Down Payment Asst	$ 698,367.58	$ 400,000.00	$ 215,310.70
4	High Plains Housing Dev.	Demo- North Weld Village	$ 438,026.00	$ 438,026.00	$ 438,026.00
5	High Plains Housing Dev.	Harmony Way Acquisition	$ 668,730.79	$ -	$ 668,730.79
6	CARE Communities	Pumpkin Ridge Apartments	$ 960,000.00	$ 960,000.00	$ 491,269.21
7	A Woman's Place	Emergency Dom. Violence Shelter	$ 20,000.00	$ 20,000.00	$ 20,000.00
8	Catholic Charities	Guadalupe Apartments Services	$ 50,000.00	$ 50,000.00	$ 50,000.00
9	Upwards	Boost + Learn (economic dev.)	$ 76,744.00	$ 54,502.55	$ 54,502.55
11	United Way of Weld Cty	Housing Navigation/Shelter	$ 50,000.00	$ -	$ -
12	Brothers Redevelopment	Housing Counseling	$ 50,000.00	$ -	$ -
13	High Plains Housing Dev.	Prairie Rose Rehab	$ 676,324.00	$ -	$ -
14	Neighbor to Neighbor	Housing Solutions- TBRA	$ 75,000.00	$ 75,000.00	$ 75,000.00
15	Greeley Family House	Greeley Family House Fac. Rehab	$ 36,615.84	$ 36,615.84	$ 36,615.84
16	Boys and Girls Club	Expanding Access to Sports	$ 100,000.00	$ -	$ -
17	ASI Greeley II, Inc.	Twin Rivers-Fire Alarm Rehab	$ 150,000.00	$ -	$ -
18 & 19	Fundamental Chromatic	Outreach/Public Service	$ 100,000.00	$ -	$ -
N/A	City of Greeley	Program Administration	N/A	$ 166,003.40	$ 166,003.40
N/A	City of Greeley	Program Administration	N/A	$ 58,017.82	$ 58,017.82
		Total:	**$ 4,406,058.21**	**$ 2,465,005.92**	**$ 2,480,316.62**

Hope Springs – Habitat HUD Fund History

Habitat: Hope Springs	2024	2025	2026	2027	2028	Total To Date
Projected Closings (32K)	41	9	7	TBD	TBD	57
Amount Awarded	$ 1,320,000.00	$ 293,918.88	$ 215,310.00	TBD	TBD	$ 1,829,228.88

- Committed to supporting 75 Habitat homes in current consolidated plan
- 18 homes remain in consolidated plan commitment (PY2027, PY2028)
- Current total funds available for Habitat closings (PY2024, PY2025, & PY2026 allocation)- $913,229
- Closing delays have slowed spending
- If delay is resolved, and funding runs out, will bring fee waiver request back to City Council

Community Impact

With these recommended investments, the City of Greeley will contribute to:

- Affordable Housing Development
- Homeownership Opportunities
- Accessibility Improvements
- Housing Stability
- Neighborhood Revitalization
- Resident Support Services



HUD Program Year Change

Proposed Change

The City of Greeley is requesting HUD approval to change its CDBG and HOME Program Year

from January – December to **July 1 – June 30**.

First new program year will be-June 30, 2027 (2026 PY)

This change is intended to better align the administration of HUD entitlement grants with the City's planning, budgeting, contracting, and project implementation processes.

Expected Benefits

More efficient administration of CDBG and HOME funds.

Improved project planning and contract execution.

Better coordination across City departments.

Stronger compliance with HUD requirements.

A predictable annual funding cycle for community partners.

Options & Recommendations

Options

1. Motion to approve the recommended funding allocations resolution; or
2. Amend the funding allocation resolution and introduce as amended; or
3. Deny the recommended funding allocation resolution; or
4. Continue consideration of recommended funding allocation resolution to a date certain

Recommendation

1. A motion to approve the recommended funding allocation resolution.

If Approved- the 2026 HUD Annual Action Plan will be submitted to HUD by the August 14, 2026, deadline for final approval.



Thank you

Alternative CDBG PS Scenario: Homeless Shelter Services

CDBG		Bricks & Mortar	Public Service
High Plains-Phoenix	Demo	$ 238,026.00	
Upwards	Boost		$ 44,462.55
Brothers Redevelopment	Rehab	$ 150,590.31	
Brothers Redevelopment	HC/HN		$ -
Catholic Charities	Guadalupe		$ 33,350.00
United Way	Shelter/HN		$ 33,350.00
A Woman's Place	Shelter		$ 13,340.00
High Plains- Harmony	Acquisition	$ 668,730.79	
Care Comm-PR	Acquisition	$ 491,269.21	
Total Awarded		$ 1,548,616.31	$ 124,502.55

- Fund each homeless services application at 67% (2/3 of request)
- Remaining $10,040 taken from Upwards Economic Development- Daycare provider business support
- Public service - finite amount

Council Agenda Summary

August 4, 2026
Key Staff Contact: Kalen Myers, Budget & Policy Deputy Director, Nathan Mosley, Budget and Policy Director , Brandon Garza, Budget Analyst II

Title:
Public hearing and second 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.

The item was introduced at the July 21, 2026 Council meeting and, by a majority vote of Council the public hearing and second reading were set for 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:

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:

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

Strategic Focus Area:

High-Performance Government
Housing For All

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. 41, 2026
2. Item - Presentation

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:

	Expenditures		
Fund	**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 _____, 2026.

ATTEST **THE CITY OF GREELEY, COLORADO**

_____ _____

City Clerk **Mayor**

Second Reading of the Third 2026 Supplemental Appropriation

Nathan Mosley, Budget & Policy Director

City Council Meeting – August 4, 2026

Agenda

- Third Appropriation of 2026 Request Overview
- Request Breakout
- Staff Recommendation
- Purpose: Council Action on Proposed Ordinance

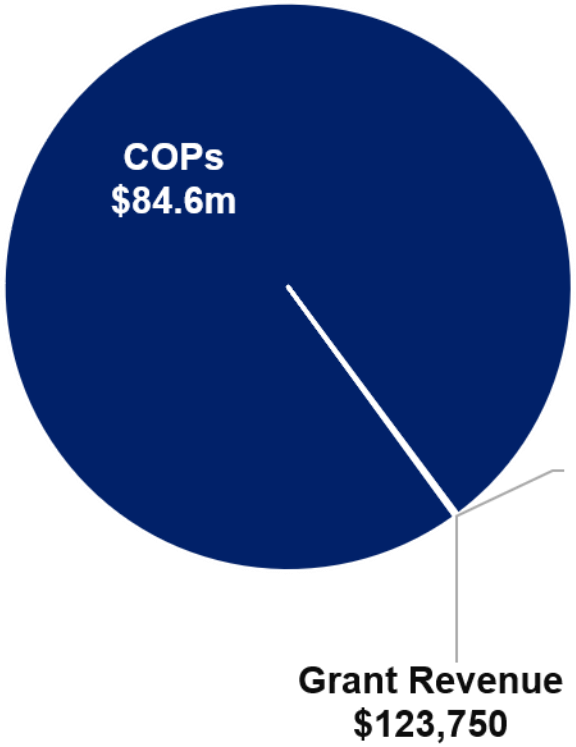
Third Appropriation of 2026 Request Overview

- Appropriation of grants & planned COP issuance post-2026 Budget Process

- Support operational & capital needs in 2026 that can't wait until the 2027 budget process

- Total request: $84.8M in Expenditures
  - $84.65M to appropriate future COP issuance for Civic Campus Project
  - $165,000 to fund an updated Housing Needs Assessment
    - Covered with $123,750 grant from the Colorado Department of Local Affairs
    - $41,250 in local match

Request Breakout



New Requests		
Certificates of Participation	$	84,650,000
Grants		123,750
Fund Balance		41,250
Total New Requests	$	84,815,000

Total Appropriation (Excluding Transfers)	$	84,815,000

Recommendation

- Staff recommends approving the supplemental appropriation as presented

Thank you

Council Agenda Summary

August 4, 2026
Key Staff Contact: Brian McBroom, City Manager , Stacey Aurzada, City Attorney

Title:

Motion to go into Executive Session to receive legal advice and to instruct negotiators regarding the West Greeley Catalyst project

Summary:

During the executive session, staff will receive instructions from City Council regarding the West Greeley Catalyst project, including project financing options and negotiations with Trollco, Inc. doing business as The Water Valley Company. The Council will also be able to request and receive legal advice regarding the project.

Fiscal Impact:

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

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality

Decision Options:

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

Council's Recommended Action:

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Section 24-6-402(4)(b) and 24-6-402(4)(e)(I), Greeley Municipal Code Sections 2-151(a)(2) and 2-151(a)(5):

To receive legal advice related to and determine positions, develop strategy, and instruct negotiators about the West Greeley Catalyst project.

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

August 2 - 29,2026

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

- Island Grove Advisory Board Meeting 3:30PM
- North Front Range MPO Meeting 6:00PM

Tuesday, August 11, 2026

- City Council Work Session Meeting 6:00PM City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Tuesday, August 18, 2026

- City Council Meeting 6:00PM City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, August 19, 2026

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

Thursday, August 20, 2026

- Downtown Development Authority 7:30 a.m. (802 9th Street, Greeley CO 80631)
- Airport Authority 3:00 p.m. Greeley-Weld Airport (600 Airport Road, Greeley CO 80631)

Monday, August 24, 2026

- Quarterly Breakfast with the Board of County Commissioners 7:30 am Greeley Breakfast Club (2109 9th St, Greeley, CO 80631)

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

Tuesday, August 25, 2026

- City Council Work Session Meeting 6:00PM City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Friday, August 28, 2026

- UNC Football Game Day - City of Greeley 7 pm Nottingham Field (17 Ave Reservoir Rd, Greeley, CO 80639)

2026 Council Meeting/Work Session Agenda Items Schedule

07/29/2026

This schedule is subject to change

Date/Type	Description	Sponsor Presenter/Director or Project Manager	Placement/Time
August 11, 2026 City Council Work Session			
	GURA 101-Discussion with GURA Board and Counsel	Don Threewitt	WS
	MERGE Update	Seth Sorensen	WS
	Initiative 9-2026 Update on intersections at Ost/59th Roundabout and 83rd Avenue new design (Will receive follow up if this could be a report)	Seth Sorensen	WS
	9th & 10th Street Update	Steven Younkin	WS
	Quarter 2 Finance Update	Robert Miller	WS
August 18, 2026 City Council Meeting			
	Minutes July 21 RM; July 28 WS	Heidi Leatherwood	Consent
	Resolution - Professional Services Contract for Stanton Constructability Services	Seth Sorensen	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			
	Plante Moran 2025 Financial and Single Audits	Plante Moran/Charlotte Kline/Kirk Jones	WS
	Comprehensive Financial Policies (Tentative)	Kirk Jones	WS
	Long Range Financial Model Update	Nathan Mosley	WS
September 1, 2026 City Council Meeting	Proclamation - National Preparedness Month	Mayor	Intro
	Proclamation - Suicide Awareness and Prevention Month	Mayor	Intro
	Proclamation - Daughters of the American Resolution National Constitution Week	Mayor	Intro
	Minutes Aug 4 RM; August 11 WS	Heidi Leatherwood	Consent
	Intro & 1st Rdg Ord - Downtown Civic Campus Certificates of Participation 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
	Intro & 1st Rdg Ord - Assessments LID No. 9510101 (Lake Bluff Non-Potable Irrigation Pump Station)	Adam Prior	Consent
	Intro & 1st Rdg Ord - Assessments LID No 43840 (Johnson Subdivision Sanitary Sewer Infrastructure)	Adam Prior	Consent
September 8, 2026 City Council Work Session			
	Update to Areas of Ecological Significance Code	Meg Oren/Caleb Jackson	
	CIP Quarterly Update (Hold)	Nathan Mosley	WS
September 15, 2026 City Council Meeting			
	Proclamation - National Public Lands Day	Mayor	Intro
	Minutes Aug 18 RM; Aug 25 WS	Heidi Leatherwood	Consent
	Resolution - Comprehensive Financial Policies (Tentative)	Kirk Jones	Consent
	Resolution - Proposition 123 Commitment Renewal	Deb Callies	Consent
	PH & 2nd Rdg Ord - Downtown Civic Campus Certificates of Participation 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
September 22, 2026 City Council Work Session			
October 6, 2026 City Council Meeting			
	Minutes Sep 1 RM; Sep 8 WS	Heidi Leatherwood	Consent
	PH & 2nd Rdg Ord - Assessments LID No. 9510101 (Lake Bluff Non-Potable Irrigation Pump Station)	Adam Prior	Regular
	PH & 2nd Rdg Ord - Assessments LID No 43840 (Johnson Subdivision Sanitary Sewer Infrastructure)	Adam Prior	Regular
October 13, 2026 City Council Work Session	City Manager's Proposed Budget Presentation	Nathan Mosley	WS
	Council Policies and Protocol	Heidi Leatherwood	WS
	GURA Visioning - 1. Discussion with GURA Board	Don Threewitt	WS
	Hold for potential Executive Session	Don Threewitt	WS
October 20, 2026 City Council Meeting			
	Minutes Sep 22 and Oct 6		
	Intro & 1st Rdg Ord - Update to Areas of Ecological Significance Code	Meg Oren/Caleb Jackson	Consent
	Intro & 1st Rdg and PH 2027 Budget	Nathan Mosley	Consent
	B&C Appointments	Jennifer Middleton	Regular

Council Agenda Summary

Title
Adjournment