



### **Remote Meeting Instructions for the May 4, 2021, City Council Meeting:**

In order to comply with all health orders and State guidelines to stop the spread of the COVID-19 Coronavirus, **no physical location, including the City Council Chambers, will be set up for viewing or participating in this Council Meeting.**

You can view this Council Meeting by following the instructions below to watch the YouTube live stream. By utilizing this option to view the meeting, you will not be able to provide live input during the meeting. To provide live input, see the "In real time" instructions near the bottom of this page.

- From your laptop or computer, click the following link or enter it manually into your Web Browser: ([www.youtube.com/CityofGreeley](https://www.youtube.com/CityofGreeley))
- Clicking the link above will take you to the City of Greeley's YouTube Channel.
- Once there, you will be able to view the meeting!

**Citizen input and public comment for items appearing on this agenda as public hearings are valuable and welcome!**

**Anyone interested in participating and sharing public comments has a few of options:**

***Via email? – Submit to [cityclerks@greeleygov.com](mailto:cityclerks@greeleygov.com)***

*All comments submitted this way will be read into the record at the appropriate points during this meeting in real time. Comments can be submitted up to and throughout this meeting.*

***Via traditional Mail? - Address to the Greeley City Clerk's Office, 1000 10<sup>th</sup> Street, Greeley, CO 80631***

*All written comments must be received no later than the day of the meeting. Again, written comments received by mail will also be read into the record in real time.*

***In real time? - <https://greeleygov.zoom.us/j/98241485414>***

***Clicking the link above will give you access to the live meeting where you will become a virtual audience member and be able to speak under Citizen Input on items not already on the agenda or during a scheduled public hearing.***

Please visit the City's website at <https://greeleygov.com/government/council> to view and download the contents of the May 4, 2021, City Council Meeting. You are also welcome to call the City Clerk's Office at 970-350-9740 with any special needs or questions that you may have.



**Mayor**  
John Gates

**Councilmembers**

Tommy Butler  
Ward I

Brett Payton  
Ward II

Michael Fitzsimmons  
Ward III

Dale Hall  
Ward IV

Ed Clark  
At-Large

Kristin Zasada  
At-Large

A City Achieving  
Community Excellence

Greeley promotes a healthy, diverse economy and high quality of life responsive to all its residents and neighborhoods, thoughtfully managing its human and natural resources in a manner that creates and sustains a safe, unique, vibrant and rewarding community in which to live, work, and play.

# City Council Agenda

**May 04, 2021 at 6:00 PM**

**This meeting will be conducted remotely. (See previous page for participation instructions and/or to view the YouTube live stream.)**

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

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**Consent Agenda**

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

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

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9. [Acceptance of the Report of the April 13, 2021, City Council Worksession](#)
10. [Approval of the City Council Proceedings of April 20, 2021](#)
11. [Consideration of a joint City Council and Water and Sewer Board resolution to dissolve the Industrial Water Bank](#)
12. [Consideration of a resolution authorizing entry into the First Amendment to Intergovernmental Agreement for Sewage Treatment Services between the City of Greeley, Colorado and the City of Evans, Colorado](#)

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**End of Consent Agenda**

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13. [Pulled Consent Agenda Items](#)

14. [Public hearing and final reading of an ordinance authorizing the sale of an easement over approximately 11.56 acres of City-owned property, located in Section 4, Township 7 North, Range 66 West of the 6th P.M. in Weld County \("Balmer Farm"\)](#)
15. [Public hearing to consider a change of zone from R-E \(Residential Estate\) and H-A \(Holding Agriculture\) to C-H \(Commercial High Intensity\) zoning with a Development Concept Master Plan for approximately 12.98 acres of property located at 7001 28th Street, known as the 7001 28th Street Rezone, and final reading of an ordinance changing the official zoning map to reflect the same](#)
16. [Consideration of a resolution of the Greeley City Council endorsing the candidacy of Councilmember Dale Hall for the Executive Board of the Colorado Municipal League](#)
17. [Scheduling of Meetings, Other Events](#)
18. [Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances](#)
19. [Consideration of an Executive Session to determine positions, develop strategy and instruct negotiators regarding collective bargaining with the Greeley Police Officers Union and Greeley Fire Fighters Union Local 888](#)
20. [Adjournment](#)

# Council Agenda Summary

May 4, 2021

**Title**

Call to Order

# Council Agenda Summary

May 4, 2021

**Title**

Pledge of Allegiance

# Council Agenda Summary

May 4, 2021

## Title

Roll Call

## Summary

Mayor Gates

Councilmember Butler

Councilmember Payton

Councilmember Hall

Councilmember Fitzsimmons

Councilmember Clark

Councilmember Zasada

# Council Agenda Summary

Mat 4, 2021

**Title**

Approval of the Agenda

# Council Agenda Summary

May 4, 2021

## Title

Recognitions and Proclamations

## Summary

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

Mayor Gates presented two proclamations; one recognizing May, 2021 as Mental Health Month which and one recognizing May, 2021 as Historic Preservation Month.

## Attachments

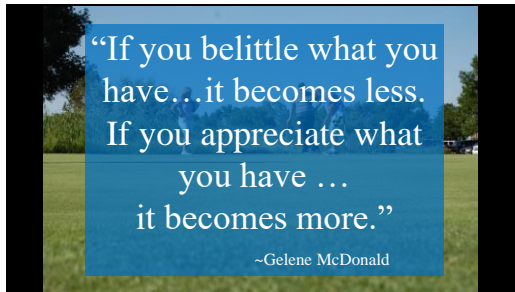
What's Great about Greeley Report  
Mental Health Month Proclamation  
Historic Preservation Month Proclamation



Slide 1



Slide 2



**At each Council Meeting, we recognize the people, organizations and businesses that make Greeley Great.** Tonight it's my turn to announce the recognitions. I'll start with a quote, "If you belittle what you have, it becomes less. If you appreciate what you have, it becomes more." With these announcements we are appreciating the good work of our residents, showing support for their efforts, and encouraging everyone to share the word that Greeley is Great.

Slide 3



University of Northern Colorado softball player, Mady Young, has earned the Big Sky Player of the Week award for the second straight time.

Slide 4



Greeley West senior Brendan McCune has been named as a Boettcher Scholarship winner for 2021. The scholarships are awarded annually by the Boettcher Foundation and provides \$20,000 for Colorado students to attend any four-year college or university in the state. Brendan has also been named a National Merit Scholar and is one of 16 Colorado students to receive the National Merit scholarship.

Slide 5



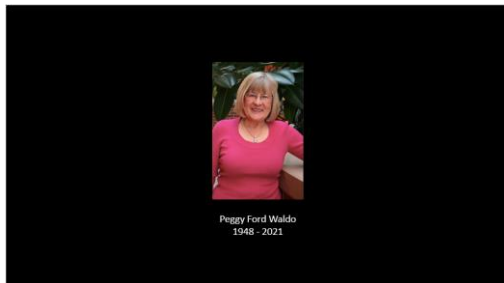
1310 KFKA received first place for 'NOCO Now' in the Best News/Talk Show in a major market category by the Colorado Broadcasters Association.

Slide 6



And that's What's Great about Greeley.

Slide 7



Tonight we would like to honor and remember former City of Greeley employee and Greeley advocate Peggy Ford Waldo. In 1979, Peggy began what would become a 41-and-a-half year career with the Greeley Museums. Though small in stature, her photographic memory and love for all things Greeley

have made a huge impact on our community. She was a life-long learner, a volunteer, a teacher to all, a mother, and a friend. As her son, Adam, stated at her recent memorial “Who was she? She was everything. Who is she? She’s all of us. Where is she now? She’s everywhere.” Thank you Peggy for your lasting legacy in our community.



## Mental Health Month

**WHEREAS**, behavioral health is as important as physical health, with the health of our minds affecting how we think, feel and live; and

**WHEREAS**, life's challenges can affect people's behavioral health, with more Weld County residents having reported experiences of depression, anxiety, or other mental health conditions than in years past; and

**WHEREAS**, while one in every four people are affected by mental illness, we know that hospitalizations, incarcerations, childhood trauma, suicides, and substance use disorder can be prevented through early and effective treatment, local collaboration, and community-based prevention; and

**WHEREAS**, without regard for ability to pay, Greeley residents have had access to critical crisis support services through North Range Behavioral Health, Weld County's community mental health center; and

**WHEREAS**, Greeley residents can find recovery through a variety of services at numerous North Range residential and outpatient facilities throughout Weld County; and

**WHEREAS**, Greeley residents are healthier because of North Range's commitment to collaboration with community health centers, school districts, human services, law enforcement, United Way, and many others; and

**WHEREAS**, National Mental Health Month is observed every May to raise awareness about behavioral health, recovery, and the importance of prevention and mental wellness.

**NOW, THEREFORE, I**, do hereby proclaim May 2021, as *Mental Health Month* in Greeley and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 4<sup>th</sup> day of May, 2021.

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John Gates  
Mayor



## HISTORIC PRESERVATION MONTH

**WHEREAS**, historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, realizing economic growth, and maintaining community character, and is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

**WHEREAS**, the City of Greeley and the Greeley Historic Preservation Commission desire to collaborate in honoring Greeley's and Colorado's historic resources and sites and to honor Greeley Historian Peggy Ford Waldo for her contributions to historic preservation and documentation of Greeley history; and

**WHEREAS**, May is Historic Preservation Month, and in recognition of this month the Commission plans to celebrate by showing the Windows of Time documentaries on GTV8, host a virtual History Brown Bag on Zoom, and sponsor a walking tour, in the future.

**NOW, THEREFORE**, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim May 2021, as *Historic Preservation Month* and call upon the people of Greeley to join their fellow citizens across the United States in recognizing and participating in this special observance.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley this 4<sup>th</sup> day of May, 2021.

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John Gates  
Mayor

# Council Agenda Summary

May 4, 2021

## Title

Citizen Input

## Summary

During this 15 minute portion of the meeting, anyone may address the Council on any item of City Business appropriate for Council consideration that is not already listed on this evening's agenda. Individual comments read into the record will be limited to 3 minutes and must include the name and address of the person submitting the comments for the record.

# Council Agenda Summary

May 4, 2021

## 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

May 4, 2021

## 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 Request	Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
01-2021	Council Member Zasada offered an initiative relating to the level of the use of outside consultants by the City. She requested and received consensus to proceed with seeking an internal audit for the previous two years relating to the use of outside consultants on City projects and operations, including the total costs involved.	January 19, 2021 Council Meeting	<p>Update: 4/23/2021 Staff indicated that a draft of the report would be provided to Council Member Zasada before finalization and transmittal to the Council to close out the petition.</p> <p>Update: 03/08/2021: After discussing the request and draft response with Council Member Zasada, staff will focus on professional service contracts within operations with a response provided by snapshot in April.</p> <p>Update: 03/03/2021 A response to this initiative will be provided to Council by March 12, 2021.</p> <p>In response to Council Member Zasada' s request for an audit of the usage of consultants within the City, the Purchasing Division of the Finance Department will compile an inventory of contracts of a value of \$50,000 or greater with consultants of a professional services nature between the period of 2018-2020 including cost, host department, and</p>	Paul Fetherston

Initiative No.	Council Request	Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
			purpose associated with contracting services for distribution to the City Council.	
03-2021	<p>Also related to the Poudre River Trail, Council Member Hall noted the section of the trail known as the Narrows is facing increasing risks of erosion, with some portions in danger of falling into the river, and no available alternative areas for trail placement in that vicinity. The School of Mines will do a project to work on some engineering solutions for the area, in addition to other engineering studies that have already been done. Council Member Hall requested the formation of a committee, which he would chair, to review and determine options to move forward in addressing this with the assistance of City staff. City Manager Otto added information about potential Capital Improvement Projects through this area, and Council Member Hall provided information about existing potential rough cost estimates in response to questions from the Council.</p>	February 2, 2021 Council Meeting	<p>Update: 04/20/2021 Council Member Hall provide an update on his initiative regarding the Poudre Narrows. He reported that the committee had its first meeting and that he is pleased with engagement from City staff and the community.</p> <p>A committee, chaired by Council Member and Poudre River Trail Corridor Chairman Hall, has been formed with representatives from the Poudre Trail Corridor Board, Culture, Parks and Recreation/Natural Areas and Trails, Public Works, Water and Sewer, the Poudre River Run Master HOA, a member of the Parks and Recreation Advisory Board, and a representative from the Ditch #3 Board. Committee Chairman Hall has also referenced initial communications with Otak Engineering, a consulting firm who produced a study of this area in 2018 for the City of Greeley, as well as the Colorado School of Mines engineering students who will conduct a capstone project this semester towards a suggested course of action and suggested funding mechanism(s). An initial assessment with design parameters, recommended course( s) of action including recommended funding sources, is expected in June, 2021 post</p>	Andy McRoberts

Initiative No.	Council Request	Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
			consultation with the Mines student project and engineering consultants. Although this project will carry on in practicality through committee work, it is now considered closed as an Initiative.	

# Consent Agenda

May 4, 2021

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

Once the Clerk has read each Consent Agenda item into the record, along with Council's recommended action, Council or staff may request the item be "pulled" off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

*The Consent Agenda includes Items No. 9 through 12 and their recommended actions.*

### *Council's Recommended Action*

To approve Items No. \_\_\_\_ through \_\_\_\_ or

To approve Items No. \_\_\_\_ through \_\_\_\_ with the exceptions of No.(s) \_\_\_\_

# Council Agenda Summary

May 4, 2021

Key Staff Contact: Anissa Hollingshead, City Clerk, 970-350-9742

**Title:**

Acceptance of the Report of the April 13, 2021, City Council Worksession

**Summary:**

A City Council Worksession was held on April 13, 2021, virtually utilizing the Zoom Platform.

**Decision Options:**

1. To accept the Report as presented; or
2. Amend the Report if amendments or corrections are needed, and accept as amended.

**Council's Recommended Action:**

A motion to accept the Report as presented.

**Attachments:**

April 13, 2021 Report

City of Greeley, Colorado  
**COUNCIL WORKSESSION REPORT**  
April 13, 2021

**1. Call to Order**

Mayor John Gates called the remote meeting to order at 6:00 p.m. via the City's Zoom platform.

**2. Pledge of Allegiance**

Mayor Gates led the Pledge of Allegiance to the American Flag.

**3. Roll Call**

Cheryl Aragon, Deputy City Clerk, called the roll.

PRESENT

Mayor John Gates

Council Member Tommy Butler

Council Member Brett Payton

Council Member Dale Hall

Council Member Michael Fitzsimmons

Council Member Ed Clark

Council Member Kristin Zasada

**4. Reports from Mayor and Councilmembers**

There were no reports offered from Council Members.

**5. COVID-19 Update**

Assistant Emergency Manager Charlie McCartin referenced the real-time COVID-19 Dashboard and confirmed that there has been an increase to the Weld County 7-day average and in the Greeley/Evans area.

City Clerk Anissa Hollingshead confirmed that the Greeley/Evans 7-day average is climbing adding that it is below the Weld County level but is still a rise.

**6. Update from Area Electric Providers on Inclement Weather Electric Outages**

Deputy City Manager Raymond Lee reported that this item is in direct response to Council's request to hear directly from electric providers about the response during the March 2021 snow event.

He introduced John Bowerfind, Vice President Chief Operating Officer, and Amy Rosier,

Vice President Member and Government Relations, from Poudre Valley Rural Electric and Lucas McConnell, Area Manager Community and Government Affairs, for Xcel Energy.

Mr. Bowerbind provided some background about Poudre Valley Rural Electric and reviewed a timeline and statistics related to Poudre Valley's response the March snow event. He noted that even lines buried underground will not entirely eliminate outages. He also shared that they do proactively change and upgrade lines and equipment as needed to help prevent major outages and impacts, and he emphasized that ice and wind build up certainly contributed to this recent outage.

Mr. McConnell also provided a bit of background and details regarding Xcel's response to the March snow event. He shared storm facts and area totals, and also emphasized that significant winds impacted service during this snow event. He also reviewed future improvements, as well as ongoing improvements, and noted that he could provide specific locations of outages and the longest outages for this recent storm to Council.

Council Members expressed appreciation for this information and updates and encouraged ongoing collaboration and communication with City staff.

## **7. Development Code Update – Chapters 1 & 2**

Chief Planner Carol Kuhn reported that this discussion will cover the proposed revisions to Chapters 1 and 2 of the Development Code, which are the foundation for the other chapters of the Code. She proceeded to review and highlight Chapter 1 revisions which relate to general provisions, interpretations, enforcement, and administration of the Code and Chapter 2 which related to procedures and processes for the various application types and shared a Table which outlined those proposed changes.

Chief Planner Kuhn noted that members of the Technical Committee are working with the consulting team to draft Code language that will come back to Council in September for final adoption.

Council Members offered general support for the work done and proposed changes to Chapters 1 and 2 of the Development Code.

## **8. Development Code Update – Placemaking**

Chief Planner Kuhn reported that this is the final topic in the Track III discussion with the Advisory Committee, Planning Commission and the City Council and noted that this discussion will create the foundation to drafting numerous Code sections and focuses mainly on commercial and industrial design standards as well as street design standards.

She introduced Chris Brewster, Consultant, who reviewed placemaking and its usefulness in creating vibrant, walkable, people-oriented destinations within a



community and shared some issues in the existing Code related to this topic and some best practices for creating these spaces within the community.

Council Members offered general support for staff to proceed with these changes as outlined by staff.

**9. Scheduling of Meetings, Other Events**

No additional meetings or events were scheduled.

**10. Consideration of an Executive Session to determine positions, develop strategy and instruct negotiators regarding collective bargaining with the Greeley Fire Fighters Union Local 888**

City Manager Roy Otto noted that there was no longer a need for this Executive Session on this topic at this time.

**11. Adjournment**

There being no further business to come before the Council, the meeting was adjourned at 8:12 p.m.

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John Gates, Mayor

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Cheryl Aragon, Deputy City Clerk

# Council Agenda Summary

May 4, 2021

Key Staff Contact: Anissa Hollingshead, City Clerk, 350-9742

**Title:**

Approval of the City Council Proceedings of April 20, 2021

**Summary:**

A meeting of the City Council was held on April 20, 2021, virtually utilizing the Zoom Platform.

**Decision Options:**

1. To approve the proceedings as presented; or
2. Amend the proceedings if amendments or corrections are needed, and approve as amended.

**Council's Recommended Action:**

A motion to approve the City Council proceedings as presented.

**Attachments:**

April 20, 2021 Proceedings

City of Greeley, Colorado  
**CITY COUNCIL PROCEEDINGS**  
April 20, 2021

**1. Call to Order**

Mayor John Gates called the remote meeting to order at 6:00 p.m. via the City's Zoom platform.

**2. Pledge of Allegiance**

Mayor Gates led the Pledge of Allegiance to the American Flag.

**3. Roll Call**

Anissa Hollingshead, City Clerk, called the roll.

PRESENT

Mayor John Gates  
Council Member Tommy Butler  
Council Member Brett Payton  
Council Member Dale Hall  
Council Member Michael Fitzsimmons  
Council Member Ed Clark  
Council Member Kristin Zasada

**4. Approval of the Agenda**

The agenda was approved as presented upon noting that an Executive Session relative to Item No. 18 will not be needed.

**5. Recognitions and Proclamations**

Mayor Gates presented a proclamation recognizing April 20, 2021, as National Youth Service Day and assisted Madison Zeller, Youth Commissioner, with the presentation of the National Youth Service Day Awards.

Council Member Butler presented the *What's Great About Greeley* Report.

**6. Citizen Input**

City Clerk Hollingshead read one comment from Kristopher Trabue, Greeley resident, into the record relative to the increasing problem of vagrants near 11<sup>th</sup> Avenue and Highway 34 in which several concerns were shared.

Mayor Gates noted that the Police Department has been involved and asked Greeley Police Chief Mark Jones to elaborate.

Chief Jones expressed that in terms of enforcement it is difficult to navigate the different rules and regulations. He stated there is a plan to have it cleaned out on April 29<sup>th</sup> in a legal manner. He stated, for future reference, that cleaning the area out does not prohibit people from coming back, in which case, the process has to start over again.

No additional Citizen Input was offered.

### **7. Reports from Mayor and Councilmembers**

Council Member Fitzsimmons gave his thanks for having the work session with the Poudre Valley Rural Electric Association (REA) and Xcel Energy and spoke of his discussions with Xcel in which City staff was highly spoken of.

### **8. Initiatives from Mayor and Councilmembers**

Council Member Hall provided an update on his initiative regarding the Poudre Narrows. He reported that the committee had its first meeting and that he is pleased with engagement from City staff and the community.

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## **Consent Agenda**

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Council Member Butler moved, seconded by Council Member Zasada, to approve items 9-12 on the consent agenda as presented.

The motion carried 7-0.

### **9. Approval of the City Council Proceedings of April 6, 2021**

The Council action recommended and approved was to approve the City Council proceedings as presented.

### **10. Introduction and first reading of an Ordinance authorizing the sale of an easement over approximately 11.56 acres of City-owned property, located in Section 4, Township 7 North, Range 66 West of the 6th P.M. in Weld County (“Balmer Farm”)**

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and final reading for May 5, 2021.

### **11. Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from R-E (Residential Estate) and H-A (Holding Agriculture) to C-H (Commercial High Intensity) zoning with a Development Concept Master Plan for approximately 12.98 acres of property, located at 7001 28th Street, known as the 7001 28th Street Rezone**

The Council action recommended and approved was to introduce the ordinance and schedule the public hearing and final reading for May 5, 2021.

### **12. Consideration of a resolution for an Intergovernmental Agreement regarding rehabilitation work for the Cameron Peak Fire**

The Council action recommended was to adopt the resolution.

**Resolution No. 13, 2021**, approving an Intergovernmental Agreement regarding rehabilitation work for the Cameron Peak Fire, was adopted.

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### End of Consent Agenda

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#### 13. Pulled Consent Agenda Items

No items were pulled from the consent agenda.

#### 14. COVID-19 Update

Dan Frazen, Emergency Manager, provided an update on the employee data on the City's dashboard and spoke of the Governor's report relative to COVID-19.

#### 15. Appointment of applicants to the Citizen Transportation Advisory Board, Greeley Urban Renewal Authority, Museum Board, and the Rodarte Community Center Advisory Board

- Citizen Transportation Advisory Board: Council directed staff to recruit for additional applicants.
- Greeley Urban Renewal Authority: Council appointed Michael Silva.
- Museum Board: Council appointed Emma Peña-McCleave.
- Rodarte Community Center Advisory Board: Council appointed Julie Jensen.

#### 16. Scheduling of Meetings, Other Events

No other meetings or events were scheduled.

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

Council Member Hall moved, seconded by Council Member Fitzsimmons, to approve the above authorizations.

The motion carried 7-0.

Council Member Zasada requested that they go back to have a brief discussion regarding Council initiatives. She reminded staff of her initiative request from the January 19, 2021, Council meeting in which she requested information about the costs associated with contractors that the City uses and spoke of the last update she received. City Manager, Roy Otto, indicated that staff is still working on this initiative and will be in touch with shortly to go over the initial report.

#### 18. Consideration of an Executive Session to determine positions, develop strategy and instruct negotiators regarding collective bargaining with the Greeley Fire Fighters Union Local 888

This item was deleted from the agenda.

#### 19. Adjournment

City Council Proceedings of April 20, 2021 - Draft

With no further business before the Council, Mayor Gates adjourned the meeting at 6:26 p.m.

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John Gates, Mayor

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Anissa N. Hollingshead, City Clerk

# Council Agenda Summary

May 4, 2021

Key Staff Contact: Sean Chambers, Water & Sewer Director, 970-350-9815

**Title:**

Consideration of a joint City Council and Water and Sewer Board resolution to dissolve the Industrial Water Bank

**Summary:**

The Industrial Water Bank (IWB) was created by Joint Resolution 52, 1998 to purchase, acquire, hold, and sell water to job creating industrial users. The IWB was intended to spur economic growth by providing competitively priced raw water supplies from a bank of water that Greeley had acquired at low prices. The IWB was not widely used, however, it was instrumental in attracting Leprino to build its facility in Greeley.

With the closing of the Terry Ranch master agreement now complete, the IWB needs to be dissolved. In order to not devalue the Raw Water Credits associated with the Terry Ranch agreement, a minimum price for cash-in-lieu of raw water was set that is incompatible with future industrial customers paying IWB raw water prices. Additionally, because of the raw water advantages that Greeley now enjoys, the IWB is no longer necessary to meet the objectives set in Joint Resolution 25, 1998. The Water and Sewer Board adopted the joint resolution dissolving the IWB at their April 21, 2021 meeting.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

**Legal Issues:**

Consideration of this matter is a legislative process. The City Attorney's Office has reviewed and approved the joint resolution.

**Other Issues and Considerations:**

None.

**Strategic Work Program Item or Applicable Council Priority and Goal:**

*Economic Health & Development:* Foster and maintain public and private investment in business development.

*Infrastructure & Growth:* Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

**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:**

A motion to adopt the Resolution.

**Attachments:**

Joint City Council and Water and Sewer Board Resolution



**CITY OF GREELEY, COLORADO  
RESOLUTION \_\_\_\_\_, 2021**

**A JOINT RESOLUTION OF THE CITY OF GREELEY CITY COUNCIL AND WATER AND SEWER  
BOARD DISSOLVING THE INDUSTRIAL WATER BANK**

WHEREAS, the City Council and Water and Sewer Board established, by Joint Resolution 52, 1998, a water bank to purchase, acquire, hold, and sell water to selected industrial users for that water not required by the City of Greeley to meet its existing level of drought protection ("Industrial Water Bank"); and

WHEREAS, the City Council and Water and Sewer Board subsequently clarified the availability of water held in the Industrial Water Bank via the adoption of Joint Resolution 63, 2007, amending Joint Resolution 52, 1998; and

WHEREAS, the Water and Sewer Board subsequently adjusted the balance of water to be held in the Industrial Water Bank via the adoption of Resolution 11, 2007, Resolution 1, 2011, and Resolution 3, 2017; and

WHEREAS, the City Council and Water and Sewer Board have determined that the Industrial Water Bank is no longer necessary to meet the general objectives originally set forth in Joint Resolution 52, 1998.

**NOW THEREFORE, BE IT JOINTLY RESOLVED BY THE CITY COUNCIL AND THE WATER AND SEWER BOARD OF GREELEY, COLORADO, AS FOLLOWS:**

Section 1. Joint Resolution 52, 1998, Joint Resolution 63, 2007, Resolution 11, 2007, Resolution 1, 2011, and Resolution 3, 2017 are hereby rescinded in their entirety.

Section 2. The Director of Water and Sewer, or his designee, shall dissolve the Industrial Water Bank and the separate account in which Industrial Water Bank water supplies have been held distinct from the remainder of the City's water supply portfolio.

Section 3. Any existing contractual rights associated with Industrial Water Bank water supplies previously granted by the City pursuant to a binding agreement with an identified water user shall be deemed vested and unaffected by this dissolution of the Industrial Water Bank. Nothing in this Joint Resolution is intended to amend the terms of any such agreement, or associated obligations of the City thereunder.

Section 4. The Director of Water and Sewer, and his designee, are further authorized and directed to undertake any and all other necessary action to dissolve the Industrial Water Bank.

Section 5. This resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
2021.**

**ATTEST**

**CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

**ATTEST**

**WATER AND SEWER BOARD**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Chairman**

# Industrial Water Bank Termination

City Council | May 4, 2021



# Background

- Industrial Water Bank created by Greeley City Council and Water Board Joint Resolution 52, 1998
- Set a water bank with a minimum balance of 500 acre feet
  - Minimum balance requirement evolved over time with subsequent resolutions
  - Managed as a separate supply from the rest of the City’s water supply
- To be used to assist selected industrial users by providing competitively priced raw water



# Industrial Water Bank Usage

- Customers who used Water Bank water
  - Leprino (~95% of allocated water)
  - Noble
  - State Farm
- Volume of Water Bank water unallocated ~ 800 acre feet

# Need to Terminate

- Incompatible with the Terry Ranch agreement
  - Section 10.5.B states that Greeley's cash-in-lieu price must be at least \$30,000/acre foot in any year before December 31, 2099 or the date that Wingfoot transfers and assigns its last Raw Water Credit to a third party
  - Greeley would have to pay liquidated damages if cash-in-lieu was less than \$30,000/acre foot

# Greeley's Raw Water Advantages

- Incentive priced raw water no longer needed
- Greeley has a water portfolio available for development
  - Some providers in the region are requiring wet water supplies
    - Requires developers to pay market prices
- Terry Ranch raw water credits
  - Priced at an amount lower than Greeley's cash-in-lieu, which is already lower than other Northern Colorado water providers

# Recommendation

- Adopt a Joint City Council and Water and Sewer Board Resolution terminating the Industrial Water Bank
  - Water and Sewer Board adopted resolution at April 21, 2021 board meeting



# Council Agenda Summary

May 4, 2021

Key Staff Contact: Sean Chambers, Water & Sewer Director, 970-350-9815

Title:

Consideration of a resolution authorizing entry into the First Amendment to the Intergovernmental Agreement for Sewage Treatment Services between the City of Greeley, Colorado and the City of Evans, Colorado

Summary:

Greeley and Evans have an Intergovernmental Agreement (IGA) that has been in effect since 2002 pursuant to which Evans provides wastewater treatment services for Greeley customers located in the Ashcroft Draw Basin. The only area currently served by this IGA within the Ashcroft Draw Basin is the St. Michael's subdivision. The Ashcroft Draw basin encompasses several undeveloped lots in St. Michaels, planned 730 multi-family units, planned 500 single family units, and approximately 615 acres of additional undeveloped land. The Ashcroft Draw Basin is hydraulically disconnected from areas of Greeley that can drain by gravity to the city's wastewater treatment and reclamation facility on East 8<sup>th</sup> Street.

The original IGA allows Greeley to deliver wastewater produced within the Greeley service area of the Ashcroft Draw Basin to Evans for treatment. In return for its treatment of the wastewater from the Ashcroft Draw Basin, Evans is entitled to the System Development Charges (SDC) for each sewer tap in the Greeley service area treated by Evans, and monthly service rates consistent with rates charged to Evans customers of similar rate classes. The SDC is commensurate to a plant investment fee.

Greeley seeks to amend the IGA with Evans based on its plans to construct a regional wastewater lift station near the City's south boundary in the Ashcroft Draw Basin. The change in service area is due to Evans having limited treatment capacity and an increase in Evans Monthly Sewer Rates as a result of recent Wastewater Plant expansions. The City decided that the best approach to serving the Ashcroft Draw Basin was to construct a Lift Station and the downstream improvements required to serve the area. Once the Lift Station is constructed, all of the current wastewater flow from St. Michael's and surrounding future development within the service area will be directed to the lift station and treated by Greeley.

The current average monthly residential wastewater service bill in Greeley is \$23 and in Evans \$43. Residents within St Michael's are Greeley customers and are billed based on City of Greeley Rates. Evans invoices the Greeley for the monthly service fees of all Greeley customers on the Evans wastewater system based on the Evans rate structure, and Greeley Water and Sewer Department pays the cost difference to Evans.

The proposed Amendment to the IGA sets forth terms by which Evans will continue to treat wastewater from that portion of the Greeley Service Area until Greeley's new Ashcroft lift station is constructed and operational. This term of the agreement will

allow approximately 200 new residential taps in Greeley to be served by Evans on a temporary basis, and any SDCs incurred as a result of new taps granted prior to the construction of the lift station, will be shared by the parties and charged based on a new methodology more favorable to Greeley. The IGA Amendment further outlines the terms and conditions by which Evans will provide treatment services in the event of an emergency or operational outage that could be caused by an equipment or power malfunction or planned maintenance of the Ashcroft Lift Station after it is built. This operational backup and redundancy terms a benefit for Greeley.

The Ashcroft Lift Station is exclusively for Greeley’s customers and the capital costs to design, permit and construct the lift station will be funded by City of Greeley.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	See additional comments
What is the annual impact?	See additional comments
What fund of the City will provide Funding?	412-Sewer New Construction
What is the source of revenue within the fund?	Plant Investment Fees, Bonds
Is there grant funding for this item?	No
If yes, does this grant require a match?	N/A
Is this grant onetime or ongoing?	N/A
Additional Comments:	The construction of the lift station will eliminate annual wastewater service payments to Evans of approximately \$275,000.00. Once the lift station is constructed Greeley will keep all Plant Investment fees for new sewer taps in the Ashcroft Draw Basin, which are currently paid to Evans. The capital cost to construct the Lift Station will be funded by Greeley and is planned to be reimbursed by development through a Local Improvement District. Water and Sewer is planning to approach City Council with the Local Improvement District Ordinance in June of 2021. Greeley will be responsible for its share of the Lift Station for the existing St Michaels Subdivision.

**Legal Issues:**

Section 3-5 of the Greeley City Charter and Section 02.07.040 of the Greeley Municipal Code authorize the City to enter into contracts with other governmental entities for the performance of cooperative or joint activities. The City Attorney’s Office has reviewed and approved the IGA as to form.

**Other Issues and Considerations:**

The Water and Sewer Board approved the First Amendment to Intergovernmental Agreement for Sewage Treatment Services at its April 21, 2021 meeting, and recommended that the City Council approve the same.

The City of Evans Resolution 07-2021 Approving the First Amendment to Intergovernmental Agreement for Sewage Treatment Services at their April 20, 2021 Council meeting.

**Applicable Council Priority and Goal:**

*Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community; and*

*Safety: Manage the public health, safety and welfare in a way that promotes a sense of security and well-being for residents, businesses and visitors.*

**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:**

A motion to adopt the Resolution

**Attachments:**

Resolution

First Amendment to IGA for Treatment Services with Evans

Exhibit A Map

Evans Resolution 07-2021

**CITY OF GREELEY, COLORADO  
RESOLUTION \_\_\_\_\_, 2021**

**A RESOLUTION AUTHORIZING ENTRY INTO THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT FOR SEWAGE TREATMENT SERVICES BETWEEN THE CITY OF GREELEY, COLORADO AND THE CITY OF EVANS, COLORADO**

WHEREAS, the City of Greeley ("Greeley") is authorized by Section 3-5 of the Greeley City Charter and Section 02.07.040 of the Greeley Municipal Code to enter into contracts with other governmental entities for the performance of cooperative or joint activities; and

WHEREAS, Greeley and the City of Evans ("Evans") entered into that certain intergovernmental agreement dated October 1, 2002 ("2002 Sanitary Sewer IGA"), which set the terms and conditions by which Evans provides sanitary sewer treatment services to customers within a portion of the Greeley service area commonly known as the Ashcroft Draw Drainage Basin; and

WHEREAS, Greeley and Evans have a continued common interest in cost-effectively combining their sanitary sewer demand and providing high-quality sanitary sewer treatment services sufficient to meet present and future needs for residential, commercial, and industrial uses in the general vicinity of the Ashcroft Draw Drainage Basin; and

WHEREAS, Greeley plans to construct a new lift station to assist in providing sanitary sewage treatment services to customers in portions of the Ashcroft Draw Drainage Basin, which it anticipates will accommodate 2.9 million gallons per day of peak flow at full build-out; and

WHEREAS, Evans remains agreeable to providing sanitary sewage treatment services to customers in the Ashcroft Draw Drainage Basin until the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and able to facilitate service by Greeley in this area; and

WHEREAS, Greeley and Evans have reached an understanding regarding the terms and conditions of their continued coordination on sanitary sewer treatment services in Ashcroft Draw Drainage Basin, and have reduced their understanding to writing in the form of an amendment to the 2002 Sanitary Sewer IGA attached hereto and incorporated herein as Exhibit A ("First Amendment to Intergovernmental Agreement for Sewage Treatment Services"); and

WHEREAS, the Greeley Water and Sewer Board approved the First Amendment to Intergovernmental Agreement for Sewage Treatment Services at its April 21, 2021 meeting and recommended that the City Council approve the same; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley for the City to continue its coordination on sanitary sewer treatment services with the City of Evans by entry into the First Amendment to Intergovernmental Agreement for Sewage Treatment Services.

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

Section 1. The City of Greeley, Colorado is hereby authorized to enter into the First

Amendment to Intergovernmental Agreement for Sewage Treatment Services, in the form attached hereto and incorporated herein as Exhibit A.

Section 2. City staff and legal counsel are hereby authorized to make minor revisions to the First Amendment to Intergovernmental Agreement for Sewage Treatment Services, provided that the material substance of the agreement remains unchanged.

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

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.**

**ATTEST:**

**CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

**CITY OF EVANS, COLORADO**

**RESOLUTION NO. 07-2021**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH GREELEY FOR SEWAGE TREATMENT SERVICES IN THE GREELEY ASHCROFT DRAW SERVICE AREA**

**WHEREAS**, pursuant to C.R.S. § 29-1-203, governmental entities may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the following cooperating units of government; and

**WHEREAS**, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado; and

**WHEREAS**, Greeley and Evans entered into that certain intergovernmental agreement dated October 1, 2002 (“2002 Sewer Service IGA”), which set the terms and conditions by which Evans provides wastewater treatment services to certain customers within the territorial bounds of Greeley, inside of the Ashcroft Draw drainage basin; and

**WHEREAS**, Greeley and Evans have a continued common interest in cost-effectively combining their sanitary sewer demand and providing high-quality sanitary sewer treatment services sufficient to meet present and future needs for residential, commercial, and industrial uses in the general vicinity of the Ashcroft Draw Drainage Basin; and

**WHEREAS**, Greeley plans to construct a new lift station to assist in providing sanitary sewage treatment services to customers in portions of the Ashcroft Draw Drainage Basin, which it anticipates will accommodate 2.9 million gallons per day of peak flow at full build-out; and

**WHEREAS**, Greeley and Evans desire to establish terms and conditions by which they will coordinate the service of sanitary sewer customers in this area into the future; and

**WHEREAS**, Evans remains agreeable to providing sanitary sewage treatment services to customers in the Ashcroft Draw Drainage Basin until the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and able to facilitate service by Greeley in this area; and

**WHEREAS**, Greeley and Evans have reached an understanding regarding their continued coordination on sanitary sewer treatment services, and desire to reduce their understanding to writing; and

**WHEREAS**, on February 18, 2021, the Evans Water and Sewer Board considered and approved the First Amendment to the Intergovernmental Agreement with Greeley For Sewage Treatment Services in The Greeley Ashcroft Draw Service Area; and

**WHEREAS**, pursuant to Evans Home Rule Charter 3.12, the City Council by resolution may enter into contracts with other governmental bodies to furnish governmental service and make charges for such services, or enter into cooperative or joint activities with other governmental bodies; and

**WHEREAS**, it is in the best interest of the citizens of Evans for the parties to enter into the First Amendment To The Intergovernmental Agreement with Greeley For Sewage Treatment Services in The Greeley Ashcroft Draw Service Area.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO AS FOLLOWS:**

**Section 1.** The City Council hereby approves the First Amendment to The Intergovernmental Agreement with Greeley For Sewage Treatment Services in the Greeley Ashcroft Draw Service Area attached hereto and incorporated herein as Exhibit A, and authorizes the appropriate City officials to execute the same.

**Section 2.** The City Council hereby delegates authority to the City Manager and City Attorney’s Office staff to enter into minor amendments to the First Amendment to the Intergovernmental Agreement with Greeley For Sewage Treatment Services in The Greeley Ashcroft Draw Service Area after execution, provided the material substance remains unchanged, and authorizes staff to perform all terms and conditions contemplated by the First Amendment to The Intergovernmental Agreement with Greeley For Sewage Treatment Services in The Greeley Ashcroft Draw Service Area upon its final execution.

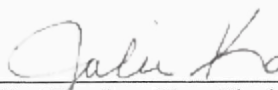
**Section 3.** This Resolution shall become effective immediately upon its passage and signature.

**Section 4.** Severability. If any article, section, paragraph, sentence, clause, or phrase of the First Amendment to the Intergovernmental Agreement with Greeley for Sewage Treatment Services in the Greeley Ashcroft Draw Service Area is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**INTRODUCED AND PASSED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 20TH DAY OF APRIL, 2021.**

**ATTEST:**

**CITY OF EVANS, COLORADO**

  
Julie Kamka, City Clerk



BY:   
Brian Rudy, Mayor

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT WITH GREELEY FOR SEWAGE  
TREATMENT SERVICES IN THE GREELEY ASHCROFT DRAW SERVICE AREA**



**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT FOR SEWAGE TREATMENT SERVICES**

**BETWEEN THE CITY OF GREELEY, COLORADO  
AND THE CITY OF EVANS, COLORADO**

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR SEWAGE TREATMENT SERVICES (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between THE CITY OF GREELEY, COLORADO, a home rule municipality (“Greeley”) and THE CITY OF EVANS, COLORADO, a home rule municipality (“Evans”).

**Recitals**

WHEREAS, pursuant to C.R.S. § 29-1-203, governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to be provided by each of the cooperating or contracting units of government; and

WHEREAS, Greeley and Evans entered into that certain intergovernmental agreement dated October 1, 2002 (“2002 Sanitary Sewer IGA”), which set the terms and conditions by which Evans would provide sanitary sewer treatment services to customers within a portion of the Greeley service area commonly known as the Ashcroft Draw Drainage Basin; and

WHEREAS, Greeley and Evans have a continued common interest in cost-effectively combining their sanitary sewer demand and providing high-quality sanitary sewer treatment services sufficient to meet present and future needs for residential, commercial, and industrial uses in the general vicinity of the Ashcroft Draw Drainage Basin; and

WHEREAS, Greeley plans to construct a new lift station to assist in providing sanitary sewage treatment services to customers in portions of the Ashcroft Draw Drainage Basin, which it anticipates will accommodate 2.9 million gallons per day of peak flow at full build-out; and

WHEREAS, Greeley and Evans desire to establish terms and conditions by which they will coordinate the service of sanitary sewer customers in this area into the future; and

WHEREAS, Evans remains agreeable to providing sanitary sewage treatment services to customers in the Ashcroft Draw Drainage Basin until the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and able to facilitate service by Greeley in this area; and

WHEREAS, Greeley and Evans have reached an understanding regarding their continued coordination on sanitary sewer treatment services, and desire to reduce their understanding to writing;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Greeley and Evans agree as follows.

**Agreement**

1. Definitions. The terms used in this Agreement are defined as follows.
  - 1.1 Evans. The City of Evans and any duly authorized representative thereof.
  - 1.2 Evans Ashcroft Draw Sanitary Sewer Trunk Line. The sanitary sewer trunk line owned and operated by Evans that is located generally along the north side of the Ashcroft Draw from 49<sup>th</sup> Street northwesterly to 65<sup>th</sup> Avenue, as shown on the map attached hereto as Exhibit A.

1.3 Evans Consolidated Wastewater Treatment Facility. The wastewater treatment facility owned and operated by Evans that is located generally at 49<sup>th</sup> Street and 35<sup>th</sup> Avenue, which treatment facility was previously known as the Hill-N-Park wastewater treatment plant.

1.4 Evans Sanitary Sewer System. Interceptor sewers and all other sanitary sewer treatment facilities and infrastructure owned and operated by Evans.

1.5 Greeley. The City of Greeley and any duly authorized representative thereof.

1.6 Greeley Ashcroft Draw Sanitary Sewer Lift Station. The sanitary sewer lift station planned to be constructed, owned, and operated by Greeley in the SW ¼ of Section 21, Township 5 North, Range 66 West of the 6<sup>th</sup> P.M. in Weld County, the anticipated general location of which is shown on Exhibit A.

1.7 Greeley Ashcroft Draw Service Area. That certain geographical area within the city limits of Greeley to which Evans can provide sanitary sewer services via the Evans Ashcroft Draw Sanitary Sewer Trunk Line, as shown on Exhibit A.

2. Term of Agreement. The initial term of this Agreement commences on the date it is mutually executed by Greeley and Evans and expires after a period of ten (10) years. Upon expiration of the initial ten-year term, the Agreement will automatically renew for successive terms of five (5) years each, unless terminated by either Greeley or Evans in accordance with section 20 below.

3. General Sanitary Sewer Treatment Services. Greeley and Evans anticipate further development and a corresponding demand for sanitary sewer services within the Greeley Ashcroft Draw Service Area, a geographic area now broader than contemplated by the 2002 Sanitary Sewer IGA that will be served in the future by the Greeley Ashcroft Draw Sanitary Sewer Lift Station. Greeley may deliver sanitary sewage produced by its customers within the Greeley Ashcroft Draw Service Area to the Evans Sanitary Sewer System, and Evans shall treat such sanitary sewage for Greeley, until the Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational. Greeley may deliver such sanitary sewage via one or more terminal manholes at or close to the Greeley city limits, and Greeley and Evans shall mutually establish all such points of delivery in writing.

4. Issuance of Taps for General Sanitary Sewer Treatment Services. At the time this Agreement is executed, there are approximately 450 sanitary sewer taps in the Greeley Ashcroft Draw Service Area. From the execution of this Agreement, Greeley agrees that it will not issue more than 200 additional residential sanitary sewer taps within the Greeley Ashcroft Draw Service Area without providing advance written notice to Evans. Greeley shall provide such notice to Evans at least one year in advance of issuing any sanitary sewer taps beyond the cumulative total of 650 taps, so that Evans can plan for any necessary expansion of the Evans Sanitary Sewer System to accommodate increased demand. Greeley shall keep Evans apprised of annexations to Greeley within the Ashcroft Draw Drainage Basin, so that Evans can anticipate the need to treat sanitary sewage produced within the Greeley Ashcroft Draw Service Area, and plan for any necessary expansion of the Evans Sanitary Sewer System to accommodate increased demand.

5. System Development Charges. Greeley shall pay to Evans the following system development charges for general sanitary sewer treatment services provided pursuant to section 3 above, until the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational. System development charges are not refundable.

5.1 For each new sanitary sewer tap installed in the Greeley Ashcroft Draw Service Area and served by Evans pursuant to section 3 above, Greeley shall pay to Evans a monthly system development charge (“SDC”) in the amount of 4.17 percent (i.e., one-twelfth of one-half) of the plant investment fee charged by Evans for sanitary sewer customers outside its own city limits at the time such tap is installed.

5.2 Greeley shall be responsible for the monthly SDC payments described in section 5.1 above only until the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational, and only up to a maximum of twelve (12) monthly SDC payments for each new sanitary sewer tap installed in the Greeley Ashcroft Draw Service Area and served by Evans (i.e., a total maximum amount for each tap equal to one-half of the plant investment fee charged by Evans for sanitary sewer customers outside its city limits at the time such tap is installed).

5.3 In the event that the Greeley Ashcroft Draw Sanitary Sewer Lift Station is not constructed and operational within five (5) years from the execution of this Agreement, Greeley shall be responsible for twelve (12) additional monthly SDC payments to Evans for each new sanitary sewer tap installed in the Greeley Ashcroft Draw Service Area and served by Evans (i.e., a total maximum amount for each tap equal to the entire plant investment fee charged by Evans for sanitary sewer customers outside its city limits at the time such tap is installed).

6. Emergency and Operational Disruption Sanitary Sewer Treatment Services. After the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational, Greeley may deliver sanitary sewage produced by its customers within the Greeley Ashcroft Draw Service Area to the Evans Ashcroft Draw Sanitary Sewer Trunk Line in the event of an emergency or as otherwise contemplated by this section 6, and Evans shall treat such sanitary sewage for Greeley. Delivery of any such sanitary sewage after the Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational will occur only in the event of an emergency or other event of operational necessity, including, without limitation, the disruption of power to, malfunction of, or shutdown for necessary maintenance of, the Greeley Ashcroft Draw Sanitary Sewer Lift Station. Failure by Greeley to construct the Greeley Ashcroft Draw Sanitary Sewer Lift Station within five (5) years, as contemplated by this Agreement, shall not constitute an emergency.

6.1 Greeley may deliver sanitary sewage to the Evans Ashcroft Draw Sanitary Sewer Trunk Line in the event of an emergency or operational disruption for up to four (4) hours without a requirement to obtain further authorization from Evans. Greeley shall provide notice of such an event to Evans as soon as reasonably practicable. The volume of sanitary sewage flow to be necessarily delivered by Greeley in such an event is estimated to be an average daily flow of 483,000 gallons. This figure is an estimate for planning purposes only and should not be construed as a limit on deliveries of sanitary sewage by Greeley beyond the Evans Sanitary Sewer System treatment capacity limitations described below, or as a contractual reservation of capacity in the Evans Sanitary Sewer System.

6.2 Greeley shall obtain further authorization from Evans to deliver sanitary sewage in the event of an emergency lasting longer than four (4) hours. Notwithstanding the standards for notice set forth in section 18 below, such authorization may be requested by Greeley and granted by Evans verbally. Greeley shall provide the anticipated duration of the emergency event and anticipated peak and daily volume of sanitary sewage flow to be necessarily delivered to Evans as soon as reasonably practicable.

6.3 Greeley shall obtain further authorization from Evans to deliver sanitary sewage in the event of a foreseeable operational disruption lasting longer than four (4) hours. Greeley shall

make the request for such authorization in writing, providing a description of the operational disruption, the anticipated duration of the operational disruption, the anticipated peak and daily volume of sanitary sewage flow to be necessarily delivered, and the desired commencement and end dates for the deliveries. Evans shall respond to such a request within ten (10) days of receipt.

7. Treatment Capacity before Greeley Ashcroft Draw Lift Station is Operational. Before the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational and at such time that the Evans Consolidated Wastewater Treatment Facility is using eighty (80) percent of its treatment capacity, or at such time that Evans reasonably determines that the Evans Consolidated Wastewater Treatment Facility will soon be at or over eighty (80) percent of its treatment capacity, Evans may limit the number of additional sanitary sewer taps that may be issued by Greeley in the Greeley Ashcroft Draw Service Area before the facility will use ninety-five (95) percent of its treatment capacity. In such an event, Evans shall determine the total number of additional sanitary sewer taps that may be issued by both parties before the Evans Consolidated Wastewater Treatment Facility will use ninety-five (95) percent of its capacity. Evans may then issue up to seventy (70) percent, and Greeley may issue up to the remaining thirty (30) percent, of the total additional sanitary sewer taps that Evans determines issuable before the Evans Consolidated Wastewater Treatment Facility will use ninety-five (95) percent of its treatment capacity. Issuance of sanitary sewer taps by Greeley pursuant to this allocation remains subject to the advance notice requirements of section 4 above.

7.1 At such time that the Evans Consolidated Wastewater Treatment Facility is using ninety-five (95) percent of its capacity, or at such time that the Colorado Department of Public Health and Environment or other responsible agency directs Evans that it may not issue any additional sanitary sewer taps, Greeley shall also cease issuing additional sanitary sewer taps in the Greeley Ashcroft Draw Service Area unless otherwise permitted by the Colorado Department of Public Health and Environment or other responsible agency.

7.2 Greeley and Evans agree to cooperate to anticipate sanitary sewer treatment demand in the Ashcroft Draw Drainage Basin, and to plan for any resulting necessary expansion of the Evans Sanitary Sewer System to accommodate increased demand.

7.3 Evans shall make reasonable efforts to provide treatment capacity for sanitary sewage from Greeley, including reasonable efforts to expand the Evans Consolidated Wastewater Treatment Facility when the plant is at ninety-five (95) percent capacity. If Evans fails to commence such capacity expansion as described when the Evans Consolidated Wastewater Treatment Facility is at ninety-five (95) percent capacity, Greeley may build or expand upon such sanitary sewer treatment facilities at the current Evans Consolidated Wastewater Treatment Facility site at its own expense. However, nothing in this Agreement should be construed to grant to Greeley an ownership interest in the Evans Sanitary Sewer System. Evans shall credit any expenses borne by Greeley to construct the sanitary sewer facilities contemplated by this paragraph against amounts otherwise due and payable under this Agreement.

8. Rates. Greeley shall pay to Evans the following rates for sanitary sewer treatment services provided pursuant to this Agreement.

8.1 General Sanitary Sewer Treatment Services. Greeley shall pay rates for sanitary sewage delivered by Greeley and treated by Evans pursuant to section 3 above, which rates shall be consistent with those charged by Evans to its own customers. Greeley shall pay the flat monthly rate charged by Evans for sanitary sewage attributable to residential customers, and the applicable flow rate charged by Evans to similar customer classes for every 1,000 gallons of sanitary sewage

attributable to commercial customers (e.g., the Class II commercial rate for schools, churches, warehouses, and offices). Evans shall review and may adjust these rates annually in accordance with section 2.24.081 of the Evans Municipal Code, but shall keep the rates consistent with those charged by Evans for similar service to its own sanitary sewer customers. Rates for any commercial sanitary sewer accounts shall be based on actual water usage, as determined by Evans using an industry standard cost-of-service methodology.

8.2 Emergency and Operational Disruption Sanitary Sewer Treatment Services. Greeley shall pay a rate equal to the Evans Class II commercial rate for every 1,000 gallons of sanitary sewage delivered by Greeley and treated by Evans pursuant to section 6 above. Evans shall review and may adjust this rate annually, in accordance with section 2.24.081 of the Evans Municipal Code, but shall keep the rate consistent with that charged by Evans for similar service to its own sanitary sewer customers.

9. Billing and Payment. Greeley shall remain responsible for billing and collecting all applicable fees and rates from its sanitary sewer customers in the Greeley Ashcroft Draw Service Area, including, without limitation, plant investment fees.

9.1 System Development Charges. Greeley shall commence payment to Evans of the monthly SDC associated with each new sanitary sewer tap, as described in section 5 above, upon its receipt of a sanitary sewer plant investment fee from that customer. Greeley shall provide a monthly report to Evans summarizing all new sanitary sewer taps installed in the Greeley Ashcroft Draw Service Area and associated SDCs due, and remit payment to Evans for SDCs due within thirty (30) days after receipt from Evans of the invoices described in section 9.2 below.

9.2 Usage Charges. Greeley shall collect the meter readings necessary to measure General and Emergency and Operational Sanitary Sewer Treatment Services provided pursuant to this Agreement, which will determine the amounts owed to Evans for such services as described in section 8 above. Greeley shall submit meter readings for commercial customers and a residential customer count to Evans for General Sanitary Sewer Treatment Services monthly, and shall submit meter readings to Evans for total Emergency or Operational Disruption Sanitary Sewer Treatment Services within thirty (30) days after such services have concluded. Evans shall submit invoices to Greeley within thirty (30) days of receiving meter readings, and Greeley shall remit payment to Evans within thirty (30) days of receiving an invoice. Any invoiced amounts remaining due after such thirty-day period shall accrue interest at a rate of one (1) percent per month, or fraction thereof, during the period in which the invoice remains unpaid.

10. Sanitary Sewer Service to 3695 65<sup>th</sup> Avenue Property. The Greeley Ashcroft Draw Sanitary Sewer Lift Station is planned to be constructed upon property currently located within the parcel identified as Parcel No. 095921300003 and located at 3695 65<sup>th</sup> Avenue, which parcel is currently in unincorporated Weld County (“3695 65<sup>th</sup> Avenue Property”) and within the Long Range Expected Growth Area of the City of Greeley. Sanitary sewage produced on the 3695 65<sup>th</sup> Avenue Property currently flows to the Evans Ashcroft Draw Sanitary Sewer Trunk Line, and its owner is an Evans customer. Greeley and Evans do not anticipate that the Greeley Ashcroft Draw Sanitary Sewer Lift Station will be able to receive by gravity sanitary sewage produced on the 3695 65<sup>th</sup> Avenue Property. In the event that the 3695 65<sup>th</sup> Avenue Property annexes to the City of Greeley and its owner accordingly becomes a Greeley customer, Greeley may continue to deliver sanitary sewage produced thereon to the Evans Ashcroft Draw Sanitary Sewer Trunk Line after the Greeley Ashcroft Draw Sanitary Sewer Lift Station is constructed and operational. Greeley shall pay rates to Evans for the service of sanitary sewage produced on the Lift Station Property as set forth in section 8.1 above. Greeley and Evans acknowledge that this paragraph is intended to apply to the 3695 65<sup>th</sup> Avenue Property as it is currently developed, and agree to renegotiate this section

10 in good faith if the 3695 65<sup>th</sup> Avenue\_Property is producing significantly higher volumes of sanitary sewage at the time the provisions of this section 10 are triggered.

11. Industrial Pretreatment. Greeley shall continue to operate and enforce an industrial pretreatment program approved by the Environmental Protection Agency to prevent any discharge of sanitary sewage into the Evans Sanitary Sewer System in a manner inconsistent with applicable legal or regulatory authority.

12. Dominion and Control of Water. Greeley shall maintain dominion and control of its water in the sanitary sewer that is generated within the city limits of Greeley and delivered by Greeley into the Evans Sanitary Sewer System. Greeley acknowledges that a portion of its water in sanitary sewer delivered to the Evans Sanitary Sewer System pursuant to this Agreement may be consumed prior to discharge due to treatment or evaporation, and that Evans cannot guarantee that any specific percentage of the water in the sanitary sewer delivered by Greeley will be discharged after treatment in the Evans Sanitary Sewer System.

13. Maintenance of Infrastructure. Greeley and Evans shall each maintain, repair, replace, and rehabilitate the sanitary sewer infrastructure that each municipality respectively owns and operates.

14. Sanitary Sewer Metering. Greeley shall purchase, construct, install, and maintain any metering stations and associated facilities necessary to meter the general and emergency sanitary sewer treatment services provided pursuant this Agreement.

15. Acquisition of Right of Way. Greeley shall bear sole responsibility for the acquisition of any property interests necessary for the construction, operation, and maintenance of emergency collection lines from the Greeley Ashcroft Draw Sanitary Sewer Lift Station.

16. Permitting. Greeley shall bear sole responsibility for obtaining any local, state, or federal approvals necessary prior to or during the construction of emergency collection lines from the Greeley Ashcroft Draw Sanitary Sewer Lift Station.

17. No Public Utilities Commission Regulation. Greeley and Evans, including their employees and elected or appointed officials, shall not assert nor support any statement, policy, petition, rule-making, or legislative attempt to place the Greeley or Evans sanitary sewer treatment systems under the authority or jurisdiction of the Colorado Public Utilities Commission by virtue of this Agreement or otherwise.

18. Notice. Greeley and Evans shall give any notice required under this Agreement using the contact information listed below. Such notice is adequate if (a) hand-delivered or (b) provided by certified mail, return receipt requested. Greeley and Evans shall promptly notify the other party if the appropriate contact information for notice changes.

For the City of Greeley:

City of Greeley Water and Sewer Department  
Attn: Director of Water and Sewer  
1001 11<sup>th</sup> Avenue, Second Floor  
Greeley, Colorado 80631

With copy to:

City of Greeley City Attorney's Office  
Attn: Environmental and Water Resources  
1100 10<sup>th</sup> Street, Suite 401  
Greeley, Colorado 80631

For the City of Evans: City of Evans Public Works Department  
Attn: Assistant City Manager  
1100 37<sup>th</sup> Street  
Evans, Colorado 80620

With copies to: City of Evans Wastewater Department  
Attn: Robby Porsch  
1100 37<sup>th</sup> Street  
Evans, Colorado 80620

Evans City Attorney  
Attn: Scotty P. Krob  
8400 E. Prentice Ave, Penthouse  
Greenwood Village, CO 80111

19. Indemnification and Liability. Greeley and Evans are public entities, as that term is defined pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Nothing in this Agreement should be construed to limit or alter the benefits and responsibilities to which either Greeley or Evans is entitled pursuant to the Colorado Governmental Immunity Act. Greeley and Evans respectively shall defend any and all claims for injuries or damages, in accordance with the requirements and limitations of the Colorado Governmental Immunity Act, that occur as a result of the negligent or intentional acts or omissions of its own officers, agents, employees, or assigns. Greeley and Evans respectively shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of its own officers, employees, agents, and assignees performing functions or activities upon the property of the other party. Greeley and Evans respectively shall provide adequate workmen's compensation insurance for all of its own employees, agents and assigns engaged in activities and functions upon the property of the other party. Upon request from the other party, Greeley and Evans shall each furnish to the other current certificates of insurance stating that the coverages outlined above are in full force and effect.

20. Default and Termination; Waiver. In the event either Greeley or Evans fails to comply with the terms and conditions of this Agreement, such failure constitutes a default of this Agreement and the non-defaulting party may give notice of the perceived default in accordance with section 18 above. The defaulting party is then entitled to a period of ninety (90) days from receipt of the notice within which to cure the default, and may invoke the provisions regarding dispute resolution set forth in section 23 below. Upon the cure of any such default during this period, this Agreement remains in full force and effect.

20.1 If any declared default remains uncured after the ninety-day cure period described above, or after any extension of the cure period mutually agreed to by the parties, the non-defaulting party may terminate this Agreement with an advance notice of one (1) year to the defaulting party. Nothing in this Agreement should be construed to limit either party from seeking damages or pursuing available remedies upon the termination of this Agreement for default, including the recovery of reasonable costs and attorneys' fees.

20.2 Notwithstanding the foregoing, Greeley or Evans may terminate this Agreement, in the absence of default, for any or no reason whatsoever, by providing an advance notice of termination to the other party of two (2) years. Termination under this Subsection 20.2 shall be effective two (2) years after the date that notice of such termination is provided under section 18 above.

20.3 The failure of either Greeley or Evans to declare a default does not establish a precedent nor constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement. Any such waiver of breach must be made explicitly in writing.

21. Jurisdiction and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any dispute arising out of this Agreement is the Weld County District Court.

22. Third Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action related thereto, are strictly reserved to Greeley and Evans. Nothing in this Agreement should be construed to allow any claim, right, or cause of action by any person or entity not a party to this Agreement. Any person or entity other than Greeley or Evans that receives a service or benefit under this Agreement is an incidental beneficiary only.

23. Dispute Resolution. Prior to the commencement of litigation, Greeley and Evans shall make reasonable efforts in good faith to negotiate and resolve any dispute that arises out of this Agreement (a) first at the staff level, and then (b) through the Water and Sewer Boards and City Councils for both municipalities. Procedures for such negotiation and resolution shall be established by mutual agreement in writing at that point in time, and may include the use of outside mediators if deemed appropriate. Any agreement for negotiation and resolution of disputes pursuant to this paragraph must be within the legal authority held by Greeley and Evans pursuant to the Colorado Revised Statutes, their respective city charters, and respective municipal codes. Notwithstanding any term in this Agreement to the contrary, Greeley and Evans agree that the provisions for dispute resolution in this paragraph do not apply to the authority granted to the City of Greeley Water and Sewer Board by Section 17-4 of the Greeley City Charter, which authority includes, but is not limited to, the authority to establish minimum water and sewer rates.

24. Integration and Amendment. This Agreement constitutes a complete integration of the understandings and agreement between Greeley and Evans with respect to the subject matter herein, and supersedes the 2002 Sanitary Sewer IGA in its entirety. This Agreement is not intended, and shall not be construed, to amend the existing and separate 2011 IGA between Evans and Greeley regarding emergency sewage treatment services for the T-Bone Sewage Lift Station, dated June 7, 2011. No representations, negotiations, or warranties, express or implied, exist between Greeley and Evans except as explicitly set forth in this Agreement. This Agreement may only be amended in a writing duly authorized and executed by Greeley and Evans.

25. Counterparts. The parties may execute this Agreement in counterparts, each of which and the combination of which when signed by both Greeley and Evans may be deemed original and together constitute a single contract.

IN WITNESS WHEREOF, the City of Greeley and the City of Evans have authorized and executed this First Amendment to Intergovernmental Agreement for Sewage Treatment Services on the date set forth above.



**THE CITY OF GREELEY,**  
a Colorado home rule municipality

By: \_\_\_\_\_  
City Manager

**Approved as to Legal Form:**

By: \_\_\_\_\_  
City Attorney

**As to Availability of Funds:**

By: \_\_\_\_\_  
Director of Finance

**THE CITY OF EVANS**  
a Colorado home rule municipality

**Attest:**

By: [Signature]  
Mayor

By: [Signature]  
City Clerk



**Approved as to Substance:**

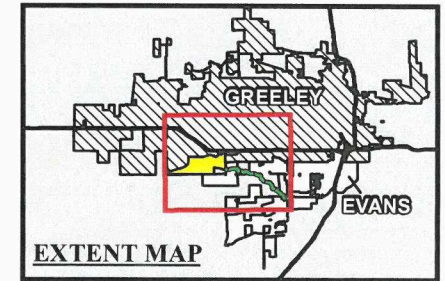
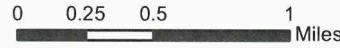
By: [Signature]  
City Manager

**Approved as to Legal Form:**

By: [Signature]  
City Attorney

# Exhibit A: Ashcroft Draw Sanitary Sewer Reference Map

-  Evans City Limits
-  Evans Ashcroft Draw Sanitary Sewer Trunk Line
-  Evans Wastewater Treatment Facility
-  Greeley City Limits
-  Greeley Ashcroft Draw Sanitary Sewer Lift Station
-  Greeley Ashcroft Draw Service Area

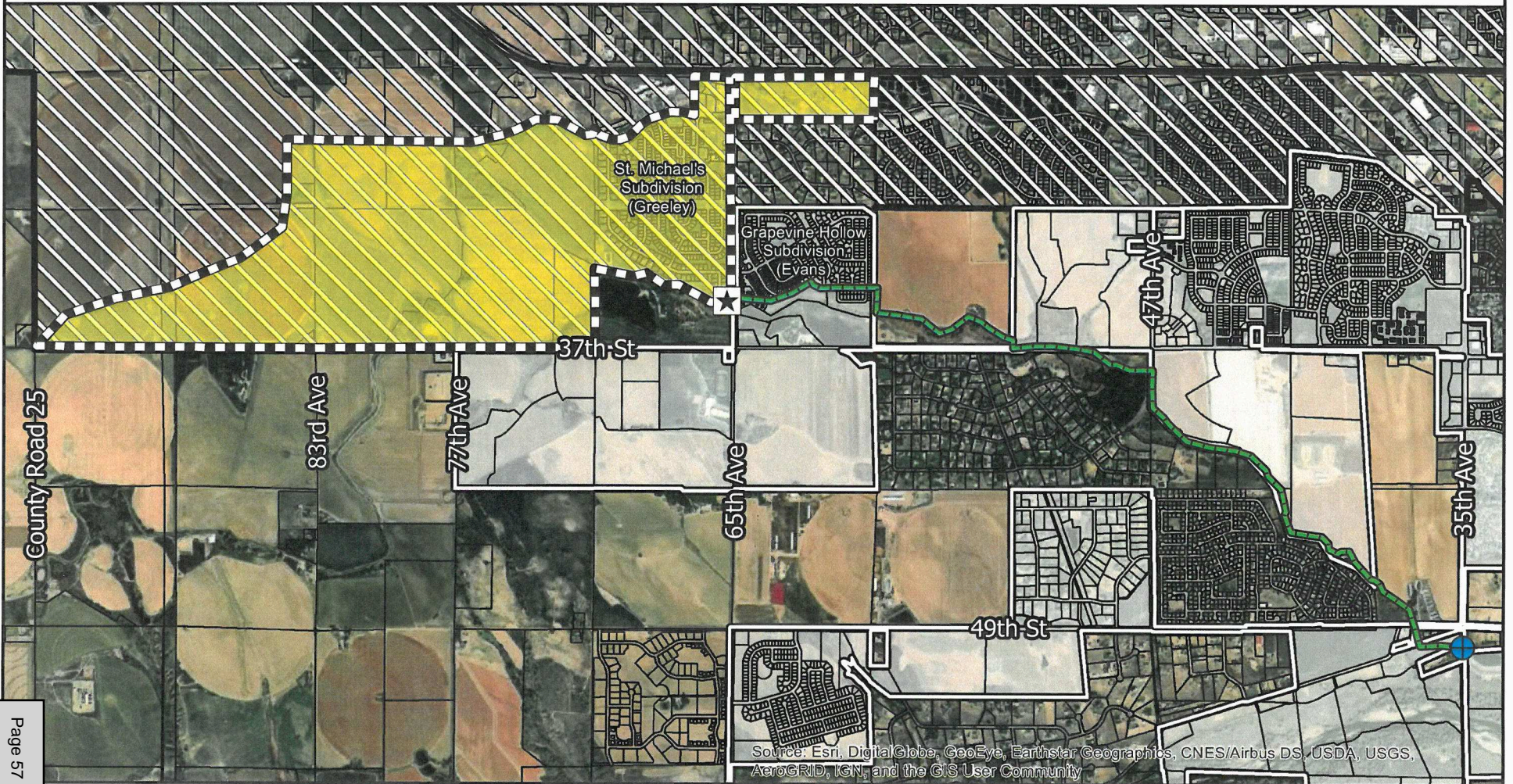


Date: 6/25/2020

By: Greeley Water & Sewer Department

Copyright: Information contained on this document remains the property of the City of Greeley. Copying any portion of this map without the written permission of the City of Greeley is strictly prohibited.

Item No. 12.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# **Intergovernmental Agreement (IGA) Sewer Treatment Services Greeley and Evans (Ashcroft Lift Station)**

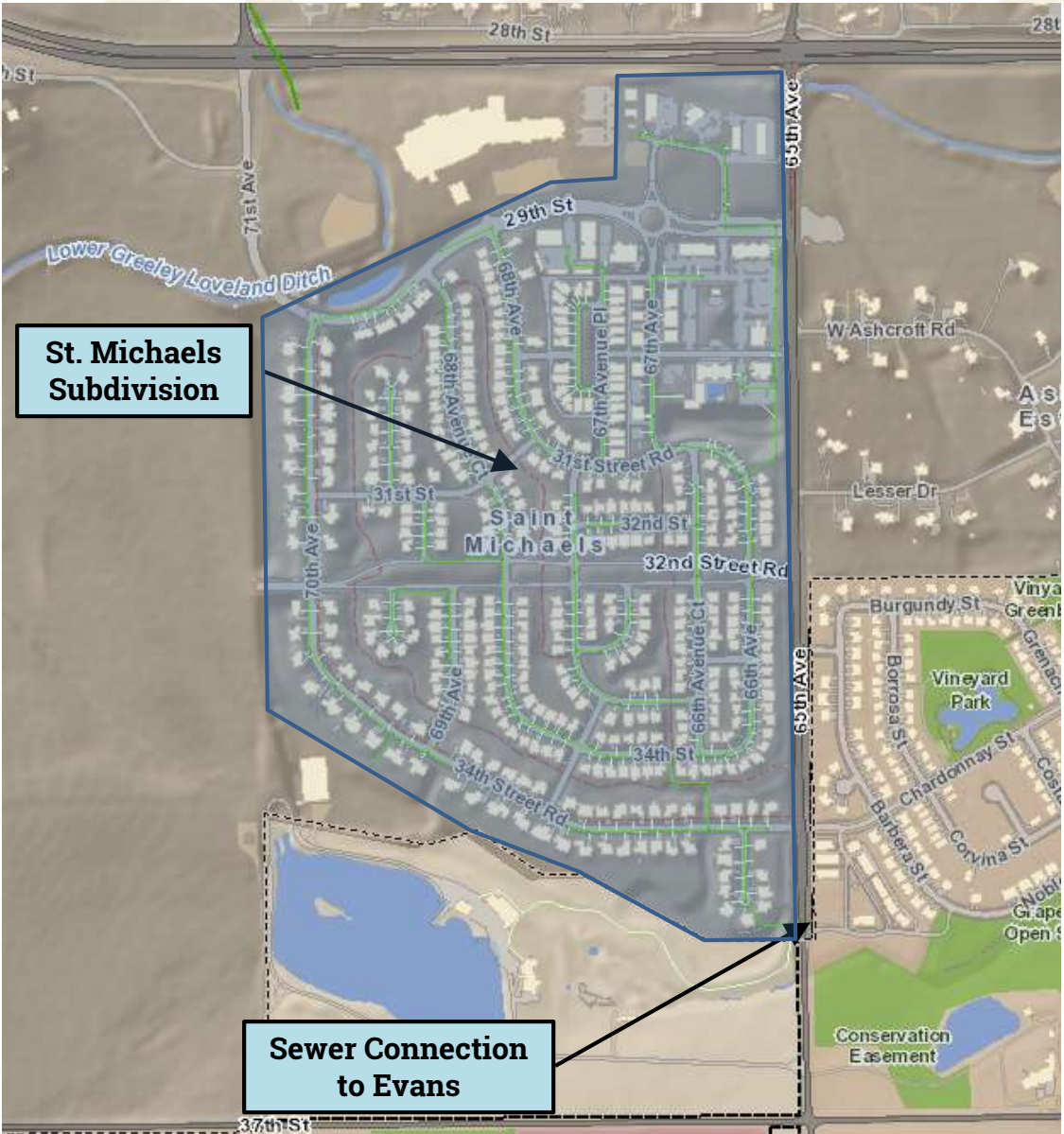
Presented to City Council

May 4, 2021

# Purpose for Amending IGA for Sewer Treatment Services

- Amend IGA Based on Planned Changes in Ashcroft Sewer Drainage Area (Ashcroft Lift Station)
- Amend System Development Charges that are more favorable to Greeley
- Provide Emergency Overflow Conveyance and Treatment for Ashcroft Lift Station
- Allow for Taps on temporary basis until Ashcroft Lift Station is constructed

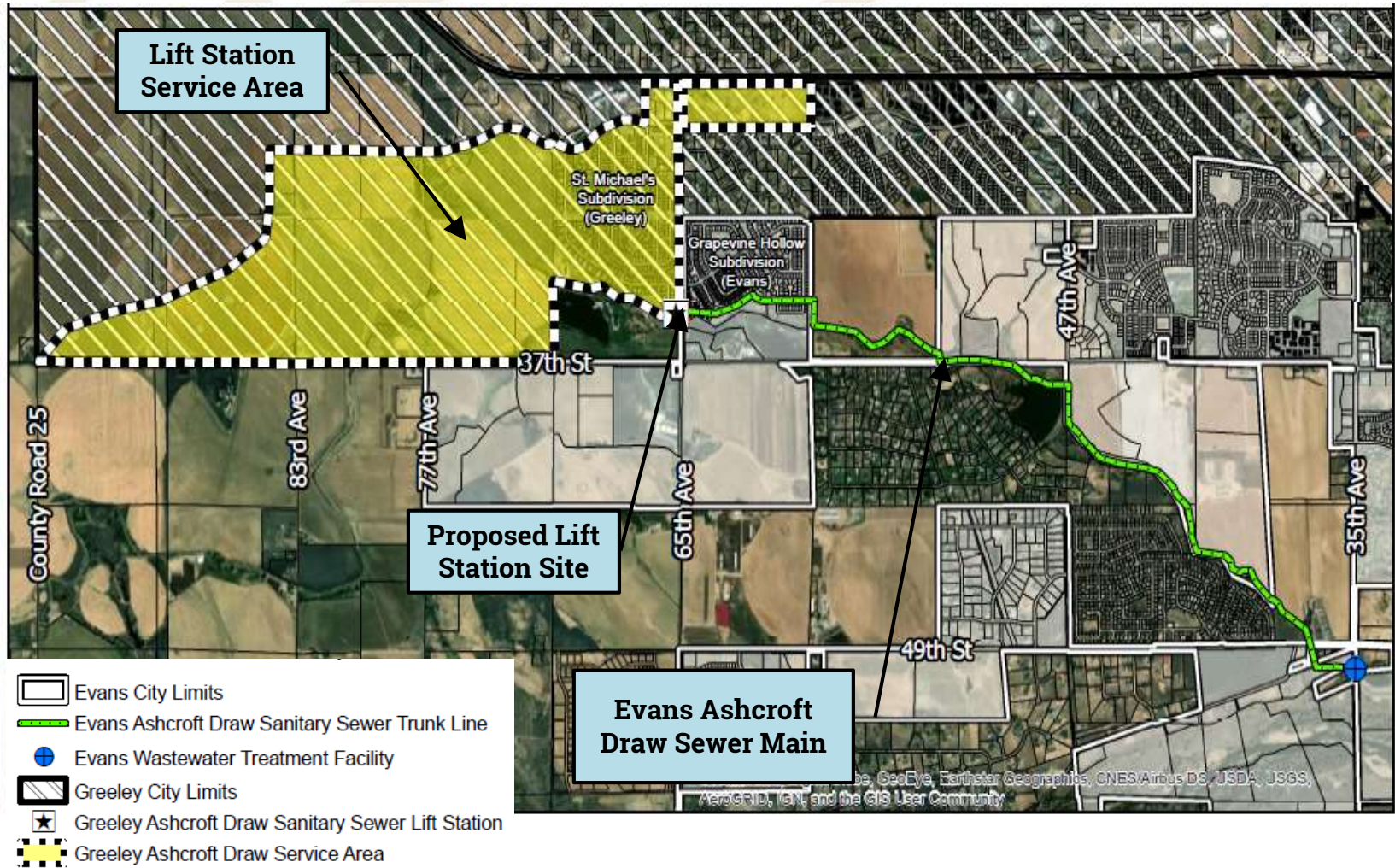
# Existing IGA Sewer Treatment Services



- St Michaels Subdivision currently served by Evans, under Existing IGA. from 2002
- Current IGA Limitations
  - No more than 200 residential taps
  - Additional taps require Evans approval
  - Evans has Limited Treatment Capacity
  - Greeley collects SDC and paid to Evans
  - St Michaels residents are Greeley Customers and billed accordingly
  - Greeley W&S pays the difference in rates (Evans-\$43/month) (Greeley-\$23/month)



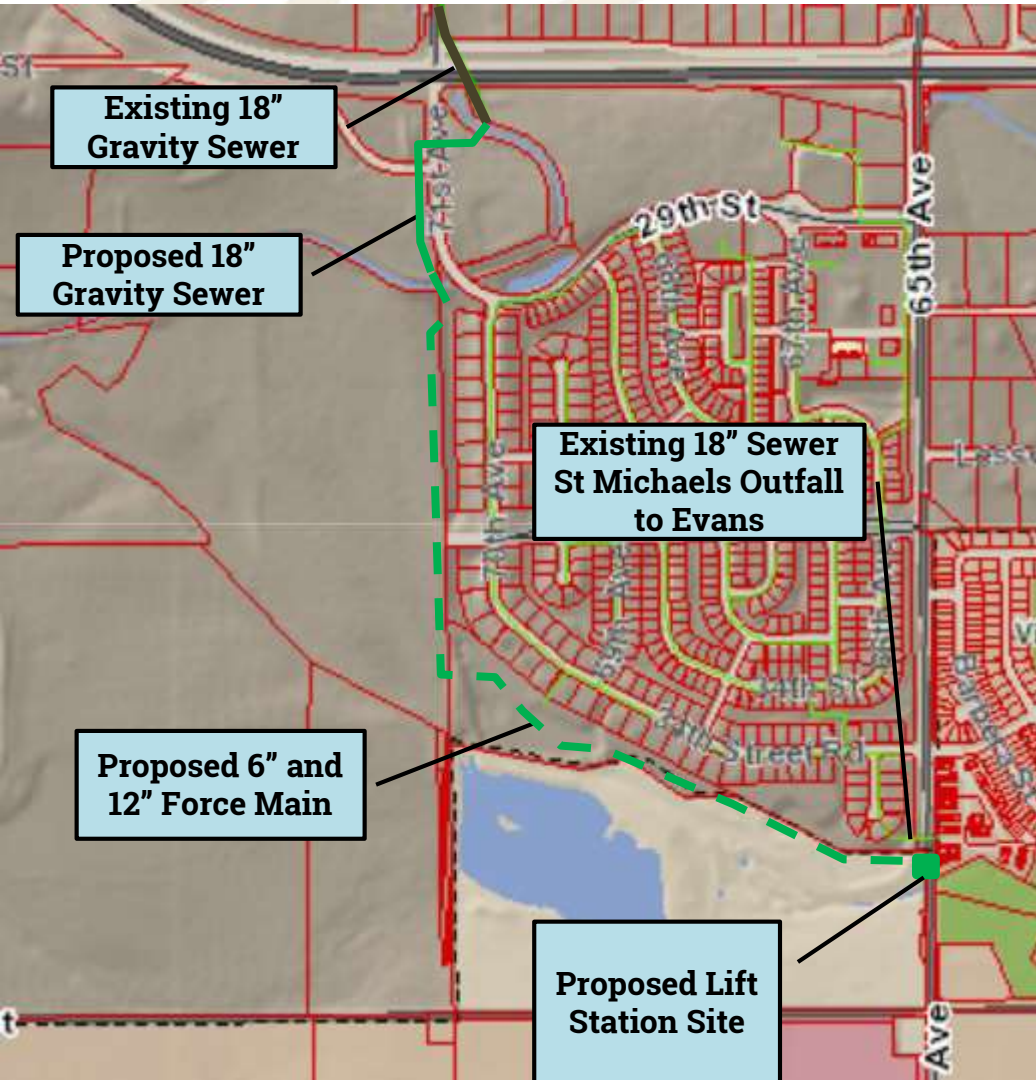
# Ashcroft Lift Station Service Area



- Undeveloped Parcels in St Michaels - (2) Residential and (1) Commercial Lot
- 730 Multi Family Units (Estimated 1<sup>st</sup> Building Permit on June 2022)
- Approximately 715 Ac of Undeveloped Land



# Ashcroft Lift Station Improvements



## Lift Station

- Capacity of 2.9 MGD, Below Grade Dry Pit and Wet Pit, Odor Control, Force Main & Gravity Sewer
- Emergency Gravity Overflow to Evans (Evans IGA Amendment)

## Ashcroft Lift Station Project Schedule

- 90% Construction Drawings - April 2021
- CMAR Guaranteed Maximum Price - May 2021
- Easement and Land Acquisition
  - Negotiated Acquisition – May to June 2021
  - Condemnation - October 2021
- Local Improvement District (LID) Ordinance – June 2021
- Construction anticipated start of July or November (dependent on land acquisitions) - 7 month duration

# IGA Amendment

## Proposed Amendments of the Existing IGA

- Prior to Ashcroft Draw Lift Station
  - Grants up to 650 residential taps
  - System Development Charge (SDC) for new taps paid monthly at 4.17 percent of total SDC (50% of SDC paid in 12 months)
  - After 5-years if Lift Station is not constructed the remaining 50% of SDC due.
- After Ashcroft Lift Station
  - Evans to Provide Emergency Overflow Conveyance and Treatment
- Scheduled for Evans City Council April 20<sup>th</sup>



# IGA Benefits

## IGA Benefits to Greeley

- Increases number of new taps allowed at a temporary reduced rate
- Permanent Lift Station Emergency Overflow and Operational Flexibility
- Eliminates Onsite Emergency Storage required by CDPHE.
  - A 50'x50'x13' vault difficult fit on the proposed site
  - Estimated Cost Savings \$400,000 (No Emergency Storage)

# Recommendation

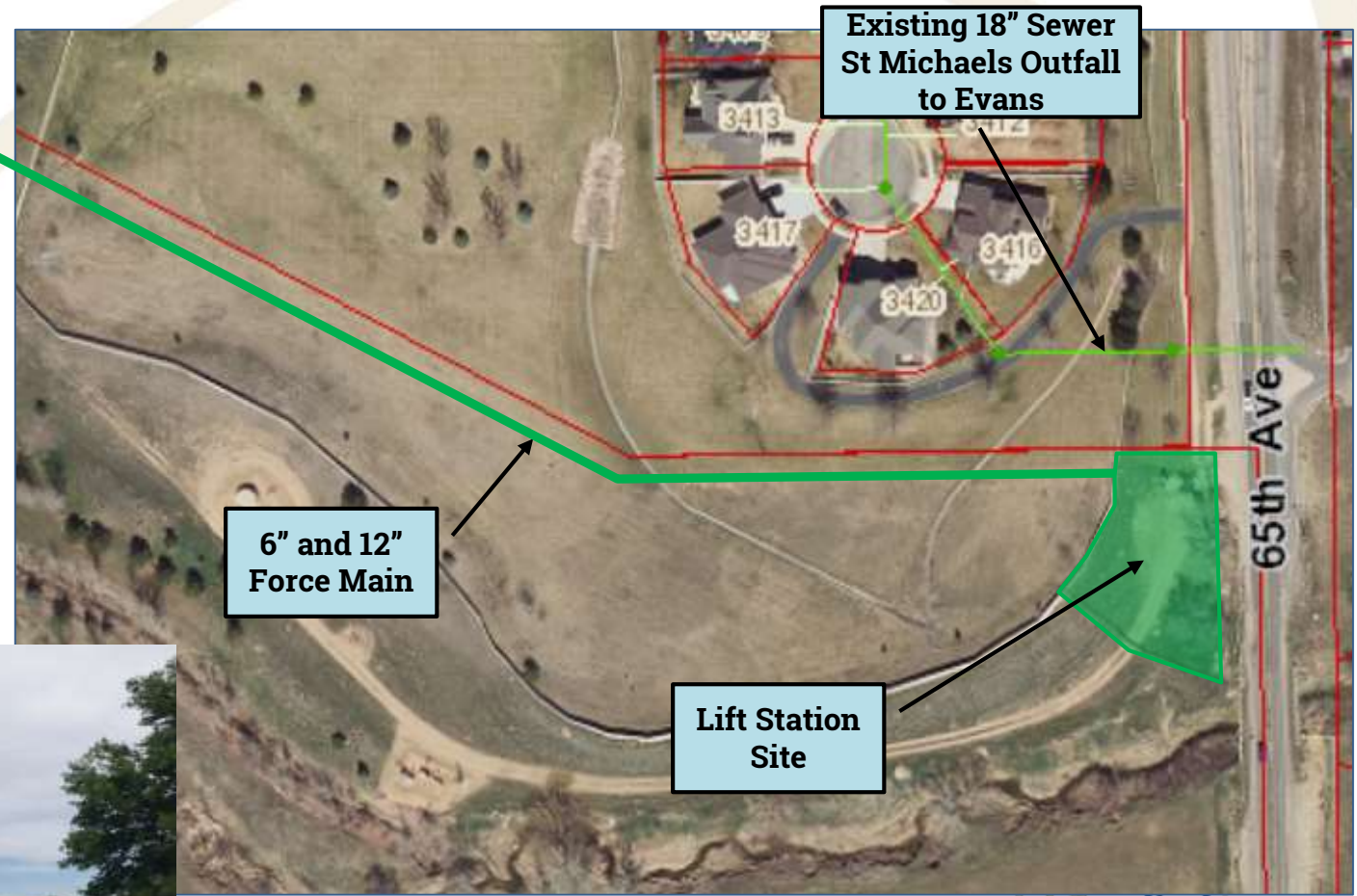
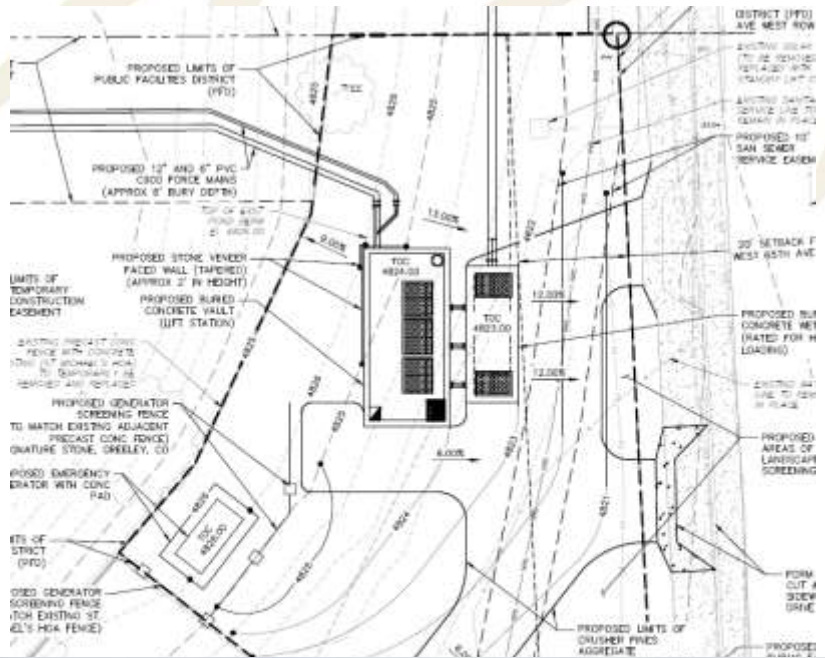
- Staff recommends that the City Council Approve the 1<sup>st</sup> Amendment to Intergovernmental Agreement for Sewage Treatment Services

# Questions?



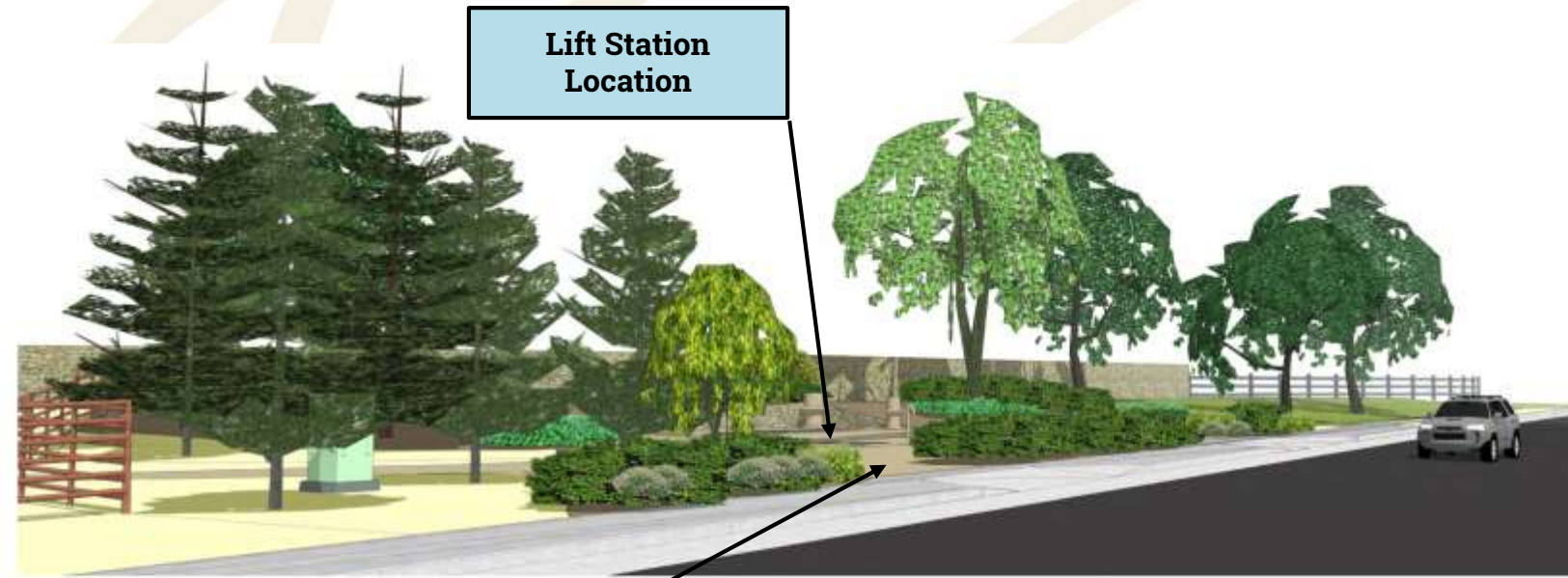
Item No. 12.

# Lift Station Site



Item No. 12.

# Concept Landscape Plan - Lift Station Site



65TH AVENUE VIEW (NORTH-BOUND)

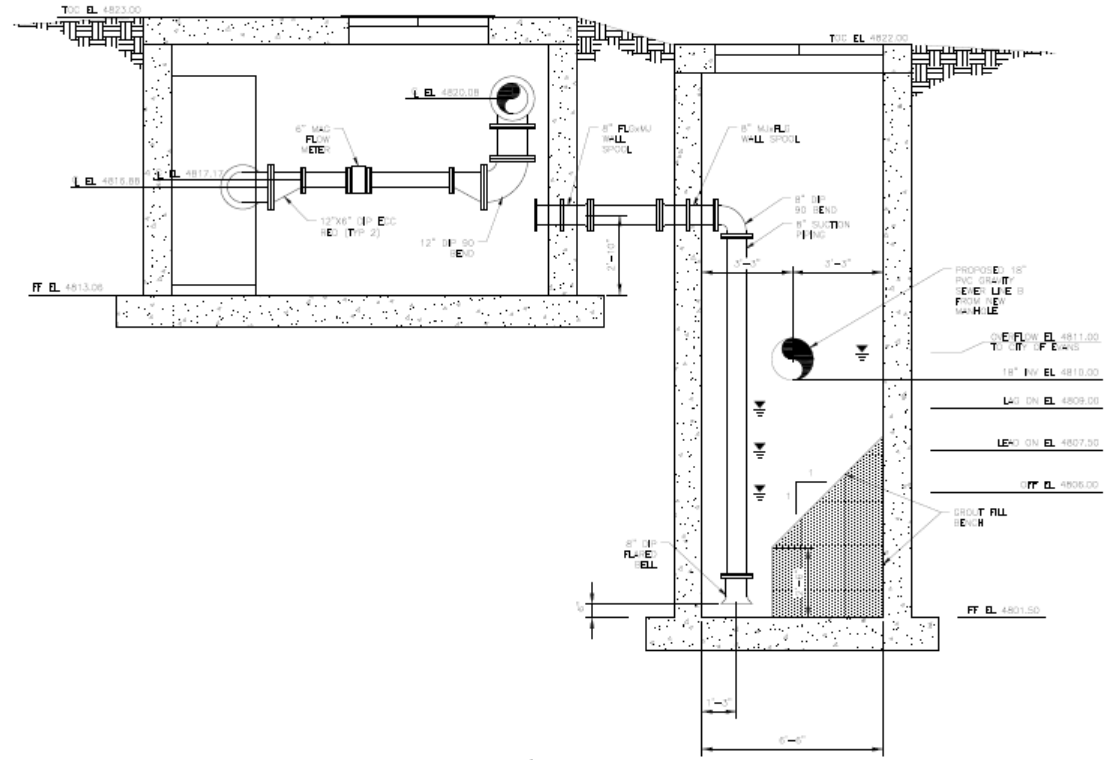
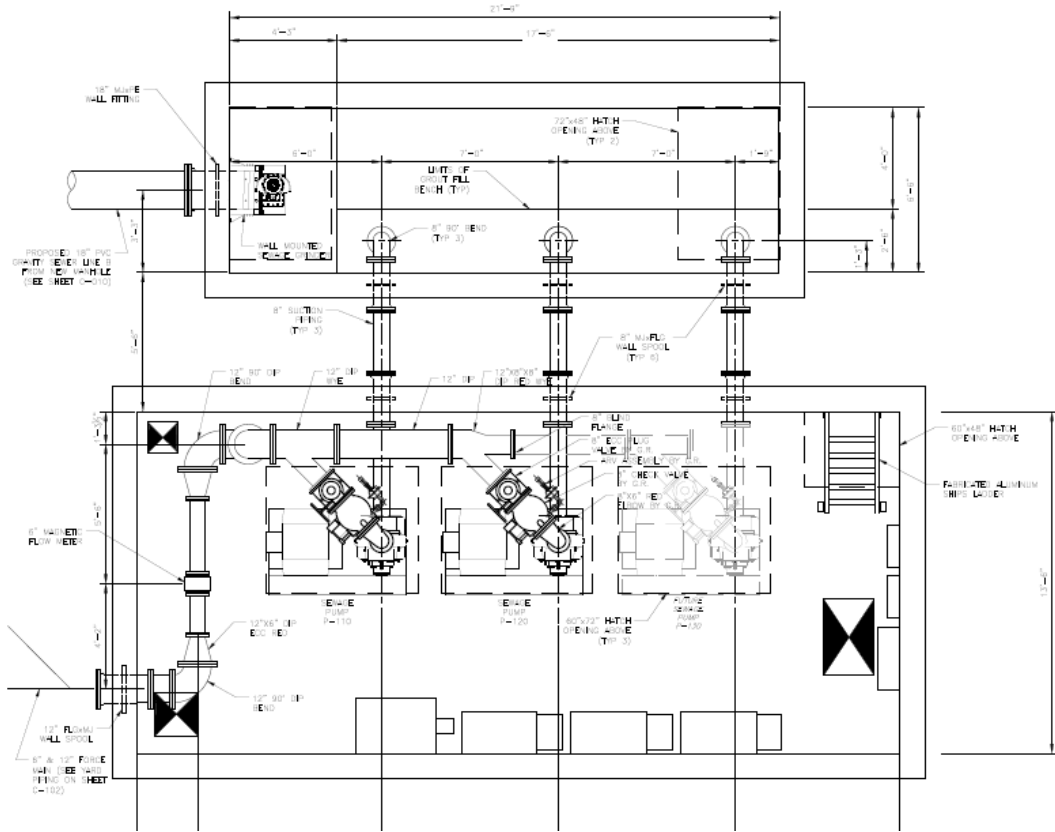


65TH AVENUE VIEW (SOUTH-BOUND)



Item No. 12.

# Wet Pit/Dry Pit



# Council Agenda Summary

May 4, 2021

**Title**

Pulled Consent Agenda Items

# Council Agenda Summary

May 4, 2021

Key Staff Contact: Sean Chambers, Water & Sewer Director, 970-350-9815

## Title:

Public hearing and final reading of an Ordinance authorizing the sale of an easement over approximately 11.56 acres of City-owned property, located in Section 4, Township 7 North, Range 66 West of the 6th P.M. in Weld County ("Balmer Farm")

## Summary:

The City owns a property located at Section 4, Township 7 North, Range 66 West of the 6th P.M. in Weld County known as the Balmer Farm, which was purchased by the Water and Sewer Department for certain water rights attached to the farm. The property is currently leased for farming operations that supports the value of the water rights in advance of their district court case to change the decreed use from agricultural to municipal uses

In February of 2021, the City received a request for an easement on the Balmer Farm from the Public Service Company of Colorado. The proposed easement is for a power line and would be along the Northern border of the property, taking up approximately 11.56 acres. Impacts to the farming operation would be minimal and have been reviewed with and by the City's tenant farmer. Public Service Company of Colorado has agreed to address any damages to city property, to complete land and vegetation restoration in the disturbed areas, and to compensate the tenant farmer for any crop losses. They will pay \$28,900 for an option agreement and then another \$260,100 for the easement purchase price. The total proposed offer amount of \$289,000 was found to be in alignment with recent available valuation data.

The Water and Sewer Board will consider a resolution for approval of the proposed easement at its April 21, 2021 regular Board meeting. This ordinance was introduced at the April 20, 2021 Council meeting.

## Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$289,000 revenue received
What is the annual impact?	None
What fund of the City will provide Funding?	424 - Water Acquisition (revenue received)
What is the source of revenue within the fund?	Cash-In-Lieu of Raw Water
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	N/A
Additional Comments:	



**Legal Issues:**

Section 17-4(c) of the City Charter requires any sale of real property, including real property acquired by the Water and Sewer Department with enterprise funds, be approved by City Council. Section 31-15-713(b) of the Colorado Revised Statutes authorizes the City Council to sell and dispose of, by ordinance, any real property that is not being used or held for a governmental purpose.

Water & Sewer Dept. staff have worked with the City Attorney's Office and the City's Real Estate Division in preparation of the documents and materials related to the proposed easement.

Consideration of this matter is a legislative process which 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:**

None

**Strategic Work Program Item or Applicable Council Priority and Goal:**

*Infrastructure & Growth:* Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community.

**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:**

Ordinance  
Exhibit A ("Option Agreement")  
Exhibit B ("Easement Grant")

**CITY OF GREELEY, COLORADO**  
**ORDINANCE NO. \_\_\_\_\_, 2021**

**AN ORDINANCE AUTHORIZING THE SALE OF AN EASEMENT OVER APPROXIMATELY 11.56 ACRES OF CITY-OWNED PROPERTY, LOCATED IN SECTION 4, TOWNSHIP 7 NORTH, RANGE 66 WEST OF THE 6<sup>TH</sup> P.M. IN WELD COUNTY, COLORADO.**

WHEREAS, the City of Greeley, acting by and through its Water and Sewer Board, purchased certain real property in December 2016, consisting of approximately 138.459 acres and located in Section 4, Township 7 North, Range 66 West of the 6<sup>th</sup> P.M. in Weld County ("Balmer Farm"); and

WHEREAS, the City has leased the Balmer Farm back to a tenant farmer since its acquisition to keep it in agricultural production; and

WHEREAS, the City received an offer from Public Service Company of Colorado to purchase an electrical transmission line easement over approximately 11.56 acres of the Balmer Farm ("Easement"), and said offer was determined to be fair market value; and

WHEREAS, the City of Greeley Water and Sewer Board authorized the anticipated sale of the Easement at its April 21, 2021 regular board meeting, and recommended City Council authorize the same; and

WHEREAS, Section 17-4(c) of the City Charter requires that any sale of real property, including the sale of real property acquired by the Water and Sewer Department with enterprise funds, be approved by City Council; and

WHEREAS, Section 31-15-713(b) of the Colorado Revised Statutes authorizes City Council to sell and dispose of, by ordinance, any real property that is not being used or held for a governmental purpose.

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

Section 1. City Council determines that the Balmer Farm and the proposed Easement thereupon are not being used nor held for a governmental purpose, and that the Easement is surplus property unnecessary to retain for any governmental purpose.

Section 2. The City Council authorizes the sale of the proposed Easement across the Balmer Farm, in accordance with the terms and conditions of the Option Agreement for Easement, attached hereto and incorporated herein as Exhibit A ("Option Agreement").

Section 3. City Council authorizes the Director of Water and Sewer, or his designee, to negotiate non-substantive, minor changes to the Option Agreement prior to execution, and to make minor amendments to the Option Agreement after execution, including corrections to property descriptions and contract extensions.

Section 4. City Council authorizes the Director of Water and Sewer, or his designee, to undertake all necessary action to close upon the sale if the option in the Option Agreement is exercised.

Section 5. Upon satisfaction of all Option Agreement terms, including any amendments thereto, the City Council authorizes the Mayor and City Clerk to execute an easement grant, in the form of the Electric Transmission Line Easement attached hereto and incorporated herein as Exhibit B ("Easement Grant"), conveying the Easement to Public Service Company of Colorado.

Section 6. This Ordinance shall become effective immediately after its final publication.

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**ATTEST**

**CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

After recording, return to:  
 Public Service Company of Colorado  
 Siting and Land Rights  
 1800 Larimer Street, 4<sup>th</sup> Floor  
 Denver, CO 80202  
 Attn: Manager

PSCO DOC. NO. \_\_\_\_\_  
 ROW AGENT: David W. Allen

### OPTION AGREEMENT FOR EASEMENT (“Option Agreement”)

The undersigned, **City of Greeley**, whose address is 1000 10<sup>th</sup> Street, Greeley, Colorado 80631, herein called “**Grantor(s)**”, for and on behalf of Grantor and Grantor’s heirs, successors and assigns, in consideration of the payment of the Option Price and other good and valuable consideration, the adequacy of which is hereby acknowledged, does hereby grant to Public Service Company of Colorado, a Colorado corporation, herein called “**Company**”, the sole and exclusive right and option (the “**Option**”) to purchase an easement for the construction, operation, and maintenance of an electric transmission line, as further described below, said easement to be substantially in the form attached hereto as Exhibit B (the “**Easement**”), on the following terms and conditions:

#### TERMS OF OPTION

1. Grant of Option; Option Consideration; Terms and Option. Grantor hereby grants to Company the Option, from the date of signature until **February 5, 2022** (the “**Option Term**”). No later than thirty (30) business days after Grantor executes and delivers this Option Agreement, the Company shall pay to Grantor the Option Price, as set forth in Exhibit C, which Exhibit C may be removed prior to recording. The Option Price shall be non-refundable to the Company.

This Option is for an easement approximately one hundred and fifty (150) feet in width for an electric transmission line and related purposes on, over, under and across the real property owned by Grantor and located in Weld County, Colorado, as more particularly described in Exhibit A attached hereto and incorporated herein (the “**Property**”) in accordance with the terms and conditions set forth in the Electric Transmission Line Easement attached hereto as Exhibit B (the “**Easement**”). The location of the Easement shall be determined by Company at the time the Option is exercised.

2. Exercise of Option; Easement Consideration. The Company may exercise this Option any time during the Option Term by written notice to Grantor (the “**Notice**”), which notice shall include a description of the location of the Easement (the “**Easement Area**”). Following such notice, Grantor shall, within thirty (30) days after the Company’s exercise of the Option, execute and deliver to the Company the Easement Agreement in the form of Exhibit B, free and clear of all monetary liens and encumbrances covering the interests described therein, but otherwise subject to all matters of public record. Within thirty (30) business days after Grantor delivers the executed Easement Agreement, the Company shall pay to Grantor the Easement Purchase Price set forth in Exhibit C.
3. Right of Entry. During the Option Term and prior to the Notice of exercise of this Option, Company, its employees, agents, contractors and representatives shall have the right and license to enter upon the Property for the purpose of doing all those things which the Company deems

necessary to study, survey, inspect, test and plan for the Company's proposed use of the Property, including but not limited to, soil borings, conducting a hazardous substances investigation and conducting a feasibility study which may cover such subjects as soil conditions, geological tests, engineering reports, topographic studies, flood protection, environmental impact reports, zoning and planning regulations, and any other tests and studies which the Company may elect to perform on the Property, all at the sole cost and expense of the Company.

4. Damage. In the event entry upon the Property by the Company pursuant to paragraph 3 hereof causes any damage to the Property, including to road improvements and fences from time to time existing thereon, the Company shall, at its option, either restore such damaged portion of the Property to substantially the same condition as existed prior to entry by the Company, or compensate Grantor for the damage.
5. Encumbrances and Leases. During the Option Term, Grantor will not sell, contract to sell, assign, lease, or otherwise transfer or encumber the Property, except subject to the Company's rights under this Option Agreement. In no event during the Term, will Grantor grant a license, easement, option, leasehold, or other right to the Property which could interfere with the rights of the Company under this Option Agreement or the Easement Agreement.
6. Cooperation. Grantor shall assist and cooperate with Company, in complying with or obtaining any land use permits, approvals or similar requirements Company deems necessary or desirable to install and operate facilities under the Easement Agreement, pursuant to any governmental, quasi-governmental or private requirements, covenants or restrictions. Grantor's cooperation includes the execution of applications and other necessary documentation, and appearance at community meetings and/or public hearings at the request of Company to voice support for any application at issue. Grantor grants Company the right to act as Grantor's agent in making applications for permits or approvals in Grantor's name in those instances where only the owner of record of the Property can apply for the same. Grantor's assistance and cooperation under this paragraph will be without charge to the Company, provided Grantor will not be obligated to incur any out-of-pocket costs in connection therewith.
7. Default. If Grantor fails to execute and deliver the Easement Agreement following exercise of the Option by the Company, Grantor will be in default, and in addition to any other remedy available to Company, Grantor will be liable to Company for attorney fees and costs incurred by the Company in enforcing this Option Agreement.
8. Recording of Option. Grantor will not file or record this Option Agreement in the Clerk and Recorder's office of the County in which the Property is located or any other public records (collectively "**Official Records**"). This Option Agreement may be recorded by the Company in the Official Records, it being agreed that the Company may remove Exhibit C from the Option Agreement prior to recording. Although removed, Exhibit "C" shall remain part of this Option Agreement and such removal shall not affect the validity hereof. In the event the Option is exercised, Company shall have the right to record a Notice of Exercise of Option in the Official Records stating that the Option has been exercised and including the terms of the Easement Agreement.
9. Notices. All notices, demands and requests required or permitted to be delivered under this Option Agreement (collectively "**Notices**") to a party pursuant to this Option Agreement must be in writing and shall be sent by United States certified mail, prepaid, return receipt requested;

personal delivery; or overnight courier service. For purposes of giving Notices hereunder, the addresses of the parties, until changed as hereinafter provided, are the following:

Grantor(s):	Company:
City of Greeley	Public Service Company of Colorado
Lindsay Kuntz	1800 Larimer Street, 4 <sup>th</sup> Floor
1000 10 <sup>th</sup> Street	Denver, CO 80202
Greeley, Colorado 80631	Attn: Manager, Siting and Land Rights

Notices shall be deemed to have been given (a) on the date personally delivered to the party intended, (b) the third business day after being sent by United States certified mail, prepaid, return receipt requested, or (c) the next business day after being sent by overnight courier.

10. Binding Effect and Covenants of Grantor. This Option Agreement shall be binding upon and inure to the benefit of the respective assignees, heirs, successors, and legal representatives of each party. Grantor represents and warrants to the Company that Grantor is the sole owner of the Property and has the unrestricted right and authority to execute this Option Agreement and to grant to the Company the rights granted hereunder, subject to no liens or encumbrances except as disclosed in writing to the Company prior to the execution of this Option Agreement.
11. Cancellation. Company shall have the right to cancel this Option at any time by providing written Notice to Grantor. In the event this Option is cancelled, Company shall record a notice of such termination in the real estate records of Weld County, Colorado if the Company has previously recorded a copy of this Agreement.
12. Miscellaneous. The Option and all rights, title and privileges herein granted shall be assignable by the Company in whole or in part; the provisions of this Option Agreement shall run with, be binding on and burden the Property and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. "Grantor" shall include the singular, plural, feminine, masculine, and neuter. The title of this document and paragraph headings are inserted for convenience only and do not define or limit the rights granted pursuant to this Option Agreement.
13. Time Calculation. In computing any period of time described in this Option Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. As used herein, the term "**Business Day**" means any day that is not a Saturday, Sunday, or legal holiday for national banks in Denver, Colorado.
14. Modification. No change or modification of this Option Agreement shall be valid unless it is in writing and signed by Grantor and an authorized representative of the Company. This Option Agreement may be executed in counterparts, each of which shall be deemed an original, and which together will constitute one instrument.



My commission expires: \_\_\_\_\_  
Notary Public

**Company:**

Public Service Company of Colorado, a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF COLORADO            )  
  )  
COUNTY OF DENVER            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of Public Service Company of Colorado, a Colorado corporation.

Witness my hand and seal.

My commission expires: \_\_\_\_\_  
Notary Public



**EXHIBIT A  
THE PROPERTY**

(See attached)

# EXHIBIT "A"

NE1/4 SECTION 4  
T7N, R66W, 6TH P.M.

LOT B  
RECORDED EXEMPTION NO.  
0707-04-01-RECX16-0009  
OWNER  
CITY OF THORNTON

50' COLORADO  
INTERSTATE GAS CO.,  
ESMT REC.  
NO. 2852196

POINT OF  
BEGINNING  
PARCEL 'A'

POINT OF  
BEGINNING  
PARCEL 'B'

NW1/4 SECTION 4  
T7N, R66W, 6TH P.M.

N49°27'35"E  
827.48' (TIE)

N. LINE SE1/4 SEC. 4  
BASIS OF BEARING  
N88°44'49"E 2657.17'

C1/4 COR. SEC. 4  
FOUND 3.25" ALUM.  
CAP L.S. #38480

30' OUTRIGGER DJ OPERATING  
LLC, ESMT REC. NO. 4543899

E1/4 COR.  
SEC. 4  
FOUND 2.50"  
ALUM. CAP  
L.S. #25619

W'LY R.O.W.  
C.R. 31

LOT B  
RECORDED EXEMPTION NO. 0707-4-4-RE-582  
RECEPTION NO. 01919108

OWNER  
CITY OF GREELEY

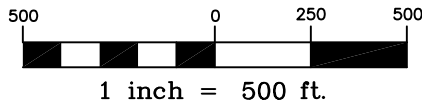
PARCEL 'B'  
TRANSMISSION  
LINE EASEMENT  
AREA=500,837 S.F.±  
OR 11.50 ACRES±

SE1/4 SECTION 4  
T7N, R66W, 6TH P.M.

E. LINE SE1/4 SEC. 4  
S01°32'42"W 2572.20'

C.R. 31 (60' R/W)

N01°47'58"E 2568.46'  
W. LINE SE1/4 SEC. 4



SW1/4 SECTION 4  
T7N, R66W, 6TH P.M.

S1/4 COR. SEC. 4  
FOUND 3.25" ALUM.  
CAP L.S. #38213

S. LINE SE1/4 SEC. 4  
S80°50'22"W 2668.39'

L10

L9

SE COR. SEC. 4  
FOUND 3.25"  
ALUM. CAP L.S.  
#38213

C.R. 84 (60' R/W)

OWNER  
PUBLIC SERVICE CO.  
OF COLORADO  
REC. NO. 1554651

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST 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 CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.



9025 E. Kenyon Ave., Suite 150, Denver, CO 80237  
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: J.L.

CHKD. BY: C.J.

DATE: 02/05/21

SCALE: 1" = 500'

FILE: R13090

SHEET: 1 OF 4

W/O #:

# UTILITY EASEMENT

# LINE/CURVE TABLES

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S60°48'57"E	47.84'
L2	N87°11'01"W	138.48'
L3	N40°41'54"E	31.72'
L4	S65°08'50"E	22.94'
L5	S58°33'46"E	82.27'
L6	S53°24'51"E	30.04'
L7	S41°58'33"E	2656.46'
L8	S01°32'42"W	931.49'
L9	N71°26'29"W	104.58'
L10	N01°32'42"E	788.37'
L11	N41°58'33"W	2773.51'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	105.90'	78.00'	77°47'26"	N80°17'19"E	97.95'
C2	12.32'	222.00'	3°10'45"	N42°17'16"E	12.32'
C3	70.93'	227.20'	17°53'15"	N31°45'16"E	70.64'

# LEGAL DESCRIPTION

TWO PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, ALSO BEING A PORTION OF LOT B, RECORDED EXEMPTION NO. 0707-4-4-RE-582, FOUND AT RECEPTION NO. 01919108, FILED IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 AND ASSUMED TO BEAR  $N88^{\circ}44'49''E$  A DISTANCE OF 2657.17 FEET FROM A 3.25" ALUMINUM CAP STAMPED L.S. #38480 FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 6 TO A 2.50" ALUMINUM CAP L.S. #25619 FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 4;

## PARCEL 'A'

BEGINNING AT A POINT WHICH BEARS  $N03^{\circ}52'10''E$  A DISTANCE OF 582.63 FEET FROM SAID CENTER QUARTER CORNER OF SECTION 4;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT B THE FOLLOWING TWO COURSES:

- 1.) ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 105.90 FEET, HAVING A RADIUS OF 78.00 FEET, THROUGH A CENTRAL ANGLE OF  $77^{\circ}47'26''$  AND A CHORD WHICH BEARS  $N80^{\circ}17'19''E$  A DISTANCE OF 97.95 FEET;
- 2.) THENCE  $S60^{\circ}48'57''E$  A DISTANCE OF 47.84 FEET; THENCE  $N87^{\circ}11'01''W$  A DISTANCE OF 138.48 FEET TO THE POINT OF BEGINNING; WHENCE SAID EAST QUARTER CORNER OF SECTION 4 BEARS  $S78^{\circ}41'43''E$  A DISTANCE OF 2669.00 FEET.

PARCEL CONTAINS 2,628 SQUARE FEET OR 0.06 ACRES OF LAND, MORE OR LESS.

## PARCEL 'B'

BEGINNING AT A POINT WHICH BEARS  $N49^{\circ}27'35''E$  A DISTANCE OF 827.48 FEET FROM SAID CENTER QUARTER CORNER OF SECTION 4;

THENCE ALONG THE NORTHERLY AND NORTHEASTERLY SIDES OF SAID LOT B THE FOLLOWING SEVEN (7) COURSES:

- 1.) ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 12.32 FEET, HAVING A RADIUS OF 222.00 FEET, THROUGH A CENTRAL ANGLE OF  $03^{\circ}10'45''$  AND A CHORD WHICH BEARS  $N42^{\circ}17'16''E$  A DISTANCE OF 12.32 FEET;
- 2.) THENCE  $N40^{\circ}41'54''E$  A DISTANCE OF 31.72 FEET;
- 3.) THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 70.93 FEET, HAVING A RADIUS OF 227.20 FEET, THROUGH A CENTRAL ANGLE OF  $17^{\circ}53'15''$  AND A CHORD WHICH BEARS  $N31^{\circ}45'16''E$  A DISTANCE OF 70.64 FEET;
- 4.) THENCE  $S65^{\circ}08'50''E$  A DISTANCE OF 22.94 FEET;
- 5.) THENCE  $S58^{\circ}33'46''E$  A DISTANCE OF 82.27 FEET;



9025 E. Kenyon Ave., Suite 150, Denver, CO 80237  
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: J.L.  
CHKD. BY: C.J.  
DATE: 02/05/21  
SCALE: 1" = 500'

FILE: R13090  
SHEET: 3 OF 4  
W/O #: \_\_\_\_\_

# UTILITY EASEMENT

# LEGAL DESCRIPTION

6.) THENCE S53°24'51"E A DISTANCE OF 30.04 FEET;  
 7.) THENCE S41°58'33"E A DISTANCE OF 2,656.46 FEET TO THE WESTERLY  
 RIGHT-OF-WAY OF COUNTY ROAD 31;  
 THENCE S01°32'42"W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 931.49 FEET; THENCE  
 N71°26'29"W A DISTANCE OF 104.58 FEET; THENCE N01°32'42"E A DISTANCE OF 788.37  
 FEET; THENCE N41°58'33"W A DISTANCE OF 2,773.51 FEET TO THE POINT OF BEGINNING;  
 WHENCE SAID EAST QUARTER CORNER OF SECTION 4 BEARS S76°41'20"E A DISTANCE OF  
 2083.67 FEET.

PARCEL CONTAINS 500,837 SQUARE FEET OR 11.50 ACRES OF LAND, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO  
 HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION  
 AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



*Christopher P. Julian* \_\_\_\_\_ 02/05/21  
 CHRISTOPHER P. JULIAN, L.S. 31158 DATE  
 FOR AND BEHALF OF PRECISION SURVEY & MAPPING, INC.

**EXHIBIT B  
THE EASEMENT**

(See attached)

After recording, return to:  
Public Service Company of Colorado  
Siting and Land Rights  
1800 Larimer Street, 4<sup>th</sup> Floor  
Denver, CO 80202  
Attn: Manager

PSCO DOC. NO: \_\_\_\_\_  
ROW AGENT: David W. Allen

**ELECTRIC TRANSMISSION LINE EASEMENT**

The undersigned, **City of Greeley**, whose address is 1000 10<sup>th</sup> Street, Greeley, Colorado 80631 (“Grantors”), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells, and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the “Company”), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE (the “Easement Area”),

Together with the full right and authority in the Company and its agents, employees and contractors to enter the Easement Area at all times to: (1) survey, mark and sign the Easement Area or the Facilities (as defined below); (2) construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “Facilities”); (3) cut, fell, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (4) use the Easement Area for reasonable ingress and egress for personnel, equipment and vehicles.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this “Easement”).

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with or endanger the Facilities or interfere with the Company’s use of the Easement Area as provided for herein. Grantor shall expressly have the right to cultivate crops within the Easement in any manner which does not interfere with Grantor’s exercise of its rights granted in this Easement and to cross the Easement Area with roads and utilities, provided that such roads and utilities do not materially interfere with the rights granted to Company in this Easement.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects. Notwithstanding the foregoing, Company's failure to use the Easement for a period of three (3) consecutive years shall be deemed an abandonment of the Easement, and this Easement shall terminate except for those provisions which expressly survive termination. Non-use of the Easement shall not constitute abandonment if such non-use is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, insurrection, acts of terrorism, rules or regulations promulgated by any governmental body, or any other event over which the Company has no control. Company's work in actively seeking regulatory approval or permits related to its Facilities will not be deemed abandonment.

No amendment, modification or supplement of this Easement shall be binding on the Company unless made in writing and executed by an authorized representative of the Company. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

Grantor represents that it has the right to grant the easement and rights contained herein. This grant is binding on Grantor, is not conditioned upon obtaining consent from any third parties, and is not subject to any mortgages or liens, except those for which Grantor has provided the Company with a consent and subordination agreement.

The Company shall indemnify and hold Grantor harmless from and against all claims, demands, causes of action and damages, including reasonable attorney's fees and litigation costs ("Claims"), arising out of Company negligence or willful misconduct in its exercise of its rights granted to Company under this Easement., Company shall have no duty to indemnify or hold Grantor harmless for and to the extent of Claims arising out of the negligence or willful misconduct of Grantor. The foregoing obligations shall survive termination of this Agreement.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled "Electric Transmission Line Easement" and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule, or other attachment (collectively "Addendum") is authorized by the Company, and no Addendum shall be effective and binding upon the Company unless executed by an authorized representative of the Company.



Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**CITY OF GREELEY, COLORADO**  
a Colorado home rule municipal corporation

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

STATE OF COLORADO )  
)ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, as \_\_\_\_\_ for the City of Greeley, Colorado.

Witness my hand and official seal:

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

**EXHIBIT C  
COMPENSATION**

**[TO BE REMOVED PRIOR TO RECORDING]**

This Exhibit C is a part of the Option Agreement between Company and Grantor, notwithstanding that it is to be detached from the Option Agreement prior to recording.

Company and Grantor(s) agree as follows:

1. The “**Option Price**” shall be a one-time payment in the amount of **\$28,900.00**, payable within thirty (30) business days following execution of the Option Agreement by Grantor.
2. The Option Price is exclusive of the “Easement Purchase Price.”
3. The “**Easement Purchase Price**” shall be a one-time payment in an amount equal to **\$25,000.00** per acre of the Easement Area (prorated for partial acres), based on the acreage set forth in the legal description prepared by Company and delivered to Grantor(s) at the time of the exercise of the Option, along with compensation for temporary use of pull pockets, as required by construction, in the amount of **\$260,100.00**.
4. Grantor agrees to keep the terms of this Exhibit C confidential, and not to disclose such terms to any third party except to the extent required by applicable law, or to the extent necessary to obtain legal or tax advice, or to a mortgagee or purchaser of the Property.
5. Grantor and Company have separately initialed the provisions contained in this Exhibit C in the spaces provided below.

City of Greeley

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Public Service Company of Colorado  
A Colorado Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

After recording, return to:  
Public Service Company of Colorado  
Siting and Land Rights  
1800 Larimer Street, 4<sup>th</sup> Floor  
Denver, CO 80202  
Attn: Manager

PSCO DOC. NO: \_\_\_\_\_  
ROW AGENT: David W. Allen

**ELECTRIC TRANSMISSION LINE EASEMENT**

The undersigned, **City of Greeley**, whose address is 1000 10<sup>th</sup> Street, Greeley, Colorado 80631 (“Grantors”), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells, and conveys to PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Suite 400, Denver, Colorado 80202 (the “Company”), an electric transmission line easement more particularly described as follows:

A perpetual non-exclusive easement for the transmission and distribution of electricity and related communication signals on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE (the “Easement Area”),

Together with the full right and authority in the Company and its agents, employees and contractors to enter the Easement Area at all times to: (1) survey, mark and sign the Easement Area or the Facilities (as defined below); (2) construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain electric transmission and distribution lines and related communication facilities, including towers, poles, and other supports; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “Facilities”); (3) cut, fell, prune or otherwise control, all trees, brush, and other vegetation on or overhanging the Easement Area; and (4) use the Easement Area for reasonable ingress and egress for personnel, equipment and vehicles.

No temporary or permanent wells, buildings, or structures (including without limitation mobile homes or trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Electric Transmission Line Easement (this “Easement”).

Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use the Easement Area for any purpose which does not interfere with or endanger the Facilities or interfere with the Company’s use of the Easement Area as provided for herein. Grantor shall expressly have the right to cultivate crops within the Easement in any manner which does not interfere with Grantor’s exercise of its rights granted in this Easement and to cross the Easement Area with roads and utilities, provided that such roads and utilities do not materially interfere with the rights granted to Company in this Easement.

Non-use or a limited use of the Easement Area shall not prevent the Company from thereafter making use of the Easement Area to the full extent authorized. Following completion of construction or renovation of its Facilities on the Easement Area, the Company shall restore the surface of the Easement Area to as near a condition as existed prior to such work as is reasonably practicable, taking into account, among other things, the existence of the Facilities and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects. Notwithstanding the foregoing, Company's failure to use the Easement for a period of three (3) consecutive years shall be deemed an abandonment of the Easement, and this Easement shall terminate except for those provisions which expressly survive termination. Non-use of the Easement shall not constitute abandonment if such non-use is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, insurrection, acts of terrorism, rules or regulations promulgated by any governmental body, or any other event over which the Company has no control. Company's work in actively seeking regulatory approval or permits related to its Facilities will not be deemed abandonment.

No amendment, modification or supplement of this Easement shall be binding on the Company unless made in writing and executed by an authorized representative of the Company. No waiver by the Company of any provision hereof shall be deemed to have been made unless made in writing and signed by an authorized representative of the Company. No delay or omission in the exercise of any right or remedy accruing to the Company upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained.

The provisions of this Easement shall run with the land and shall be binding on and burden the Easement Area and shall be binding upon and shall inure to the benefit of all persons claiming an interest in the Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and assigns of the parties. "Grantor" shall include the singular, plural, feminine, masculine and neuter.

Grantor represents that it has the right to grant the easement and rights contained herein. This grant is binding on Grantor, is not conditioned upon obtaining consent from any third parties, and is not subject to any mortgages or liens, except those for which Grantor has provided the Company with a consent and subordination agreement.

The Company shall indemnify and hold Grantor harmless from and against all claims, demands, causes of action and damages, including reasonable attorney's fees and litigation costs ("Claims"), arising out of Company negligence or willful misconduct in its exercise of its rights granted to Company under this Easement., Company shall have no duty to indemnify or hold Grantor harmless for and to the extent of Claims arising out of the negligence or willful misconduct of Grantor. The foregoing obligations shall survive termination of this Agreement.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of this Easement. This Easement consists of the document entitled "Electric Transmission Line Easement" and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto. No other exhibit, addendum, schedule, or other attachment (collectively "Addendum") is authorized by the Company, and no Addendum shall be effective and binding upon the Company unless executed by an authorized representative of the Company.

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**CITY OF GREELEY, COLORADO**  
a Colorado home rule municipal corporation

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

STATE OF COLORADO         )  
   )ss.  
COUNTY OF WELD         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, as \_\_\_\_\_ for the City of Greeley, Colorado.

Witness my hand and official seal:

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

CONSENT AND SUBORDINATION

This Consent and Subordination is executed by \_\_\_\_\_, a \_\_\_\_\_ (“Lender”), for the benefit of Public Service Company of Colorado, a Colorado corporation (“Grantee”).

- A. Lender is the current beneficiary of, and owner of the evidence of debt secured by, that certain deed of trust or mortgage recorded in the real estate records in the office of the Clerk and Recorder of \_\_\_\_\_ County, Colorado on \_\_\_\_\_ at \_\_\_\_\_ (Book and Page or Reception Number as Applicable) (the “Mortgage”).
B. The real property encumbered by the Mortgage includes the Easement Area as described in the foregoing Electric Transmission Line Easement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Lender agrees as follows:

Lender consents to the foregoing Electric Transmission Line Easement and agrees and confirms for itself and its successors and assigns that the lien of the Mortgage and other rights and interests of the Lender in the Easement Area are subject and subordinate to the Electric Transmission Line Easement. In the event of a foreclosure of the Mortgage and a sale of the property that is subject to the Mortgage pursuant to such foreclosure, the rights of Grantee acquired by virtue of the Electric Transmission Line Easement shall not be affected thereby.

By: \_\_\_\_\_
Name: \_\_\_\_\_
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )
) ss
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# EXHIBIT "A"

NE1/4 SECTION 4  
T7N, R66W, 6TH P.M.

LOT B  
RECORDED EXEMPTION NO.  
0707-04-01-RECX16-0009  
OWNER  
CITY OF THORNTON

50' COLORADO  
INTERSTATE GAS CO.,  
ESMT REC.  
NO. 2852196

E1/4 COR.  
SEC. 4  
FOUND 2.50"  
ALUM. CAP  
L.S. #25619

30' OUTRIGGER DJ OPERATING  
LLC, ESMT REC. NO. 4543899

W'LY R.O.W.  
C.R. 31

POINT OF  
BEGINNING  
PARCEL 'B'

N. LINE SE1/4 SEC. 4  
BASIS OF BEARING  
N88°44'49"E 2657.17'

C1/4 COR. SEC. 4  
FOUND 3.25" ALUM.  
CAP L.S. #38480

NE'LY LINE  
LOT B

E. LINE SE1/4 SEC. 4  
S01°32'42"W 2572.20'

LOT B  
RECORDED EXEMPTION NO. 0707-4-4-RE-582  
RECEPTION NO. 01919108

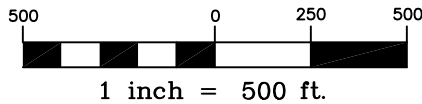
OWNER  
CITY OF GREELEY

PARCEL 'B'  
TRANSMISSION  
LINE EASEMENT  
AREA=500,837 S.F.±  
OR 11.50 ACRES±

SE1/4 SECTION 4  
T7N, R66W, 6TH P.M.

C.R. 31 (60' R/W)

N01°47'58"E 2568.46'  
W. LINE SE1/4 SEC. 4



SE1/4 SECTION 4  
T7N, R66W, 6TH P.M.

L10

SW1/4 SECTION 4  
T7N, R66W, 6TH P.M.

S1/4 COR. SEC. 4  
FOUND 3.25" ALUM.  
CAP L.S. #38213

S. LINE SE1/4 SEC. 4  
S80°50'22"W 2668.39'

SE COR. SEC. 4  
FOUND 3.25"  
ALUM. CAP L.S.  
#38213

C.R. 84 (60' R/W)

OWNER  
PUBLIC SERVICE CO.  
OF COLORADO  
REC. NO. 1554651

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST 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 CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.



9025 E. Kenyon Ave., Suite 150, Denver, CO 80237  
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: J.L.

CHKD. BY: C.J.

DATE: 02/05/21

SCALE: 1" = 500'

FILE: R13090

SHEET: 1 OF 4

W/O #:

# UTILITY EASEMENT



# LINE/CURVE TABLES

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S60°48'57"E	47.84'
L2	N87°11'01"W	138.48'
L3	N40°41'54"E	31.72'
L4	S65°08'50"E	22.94'
L5	S58°33'46"E	82.27'
L6	S53°24'51"E	30.04'
L7	S41°58'33"E	2656.46'
L8	S01°32'42"W	931.49'
L9	N71°26'29"W	104.58'
L10	N01°32'42"E	788.37'
L11	N41°58'33"W	2773.51'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	105.90'	78.00'	77°47'26"	N80°17'19"E	97.95'
C2	12.32'	222.00'	3°10'45"	N42°17'16"E	12.32'
C3	70.93'	227.20'	17°53'15"	N31°45'16"E	70.64'

# LEGAL DESCRIPTION

TWO PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, ALSO BEING A PORTION OF LOT B, RECORDED EXEMPTION NO. 0707-4-4-RE-582, FOUND AT RECEPTION NO. 01919108, FILED IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 AND ASSUMED TO BEAR  $N88^{\circ}44'49''E$  A DISTANCE OF 2657.17 FEET FROM A 3.25" ALUMINUM CAP STAMPED L.S. #38480 FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 6 TO A 2.50" ALUMINUM CAP L.S. #25619 FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 4;

## PARCEL 'A'

BEGINNING AT A POINT WHICH BEARS  $N03^{\circ}52'10''E$  A DISTANCE OF 582.63 FEET FROM SAID CENTER QUARTER CORNER OF SECTION 4;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT B THE FOLLOWING TWO COURSES:

- 1.) ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 105.90 FEET, HAVING A RADIUS OF 78.00 FEET, THROUGH A CENTRAL ANGLE OF  $77^{\circ}47'26''$  AND A CHORD WHICH BEARS  $N80^{\circ}17'19''E$  A DISTANCE OF 97.95 FEET;
- 2.) THENCE  $S60^{\circ}48'57''E$  A DISTANCE OF 47.84 FEET; THENCE  $N87^{\circ}11'01''W$  A DISTANCE OF 138.48 FEET TO THE POINT OF BEGINNING; WHENCE SAID EAST QUARTER CORNER OF SECTION 4 BEARS  $S78^{\circ}41'43''E$  A DISTANCE OF 2669.00 FEET.

PARCEL CONTAINS 2,628 SQUARE FEET OR 0.06 ACRES OF LAND, MORE OR LESS.

## PARCEL 'B'

BEGINNING AT A POINT WHICH BEARS  $N49^{\circ}27'35''E$  A DISTANCE OF 827.48 FEET FROM SAID CENTER QUARTER CORNER OF SECTION 4;

THENCE ALONG THE NORTHERLY AND NORTHEASTERLY SIDES OF SAID LOT B THE FOLLOWING SEVEN (7) COURSES:

- 1.) ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 12.32 FEET, HAVING A RADIUS OF 222.00 FEET, THROUGH A CENTRAL ANGLE OF  $03^{\circ}10'45''$  AND A CHORD WHICH BEARS  $N42^{\circ}17'16''E$  A DISTANCE OF 12.32 FEET;
- 2.) THENCE  $N40^{\circ}41'54''E$  A DISTANCE OF 31.72 FEET;
- 3.) THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 70.93 FEET, HAVING A RADIUS OF 227.20 FEET, THROUGH A CENTRAL ANGLE OF  $17^{\circ}53'15''$  AND A CHORD WHICH BEARS  $N31^{\circ}45'16''E$  A DISTANCE OF 70.64 FEET;
- 4.) THENCE  $S65^{\circ}08'50''E$  A DISTANCE OF 22.94 FEET;
- 5.) THENCE  $S58^{\circ}33'46''E$  A DISTANCE OF 82.27 FEET;



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Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: J.L.  
CHKD. BY: C.J.  
DATE: 02/05/21  
SCALE: 1" = 500'

FILE: R13090  
SHEET: 3 OF 4  
W/O #: \_\_\_\_\_

**UTILITY  
EASEMENT**

# LEGAL DESCRIPTION

6.) THENCE S53°24'51"E A DISTANCE OF 30.04 FEET;  
 7.) THENCE S41°58'33"E A DISTANCE OF 2,656.46 FEET TO THE WESTERLY  
 RIGHT-OF-WAY OF COUNTY ROAD 31;  
 THENCE S01°32'42"W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 931.49 FEET; THENCE  
 N71°26'29"W A DISTANCE OF 104.58 FEET; THENCE N01°32'42"E A DISTANCE OF 788.37  
 FEET; THENCE N41°58'33"W A DISTANCE OF 2,773.51 FEET TO THE POINT OF BEGINNING;  
 WHENCE SAID EAST QUARTER CORNER OF SECTION 4 BEARS S76°41'20"E A DISTANCE OF  
 2083.67 FEET.

PARCEL CONTAINS 500,837 SQUARE FEET OR 11.50 ACRES OF LAND, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO  
 HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION  
 AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



*Christopher P. Julian* \_\_\_\_\_ 02/05/21  
 CHRISTOPHER P. JULIAN, L.S. 31158 DATE  
 FOR AND BEHALF OF PRECISION SURVEY & MAPPING, INC.

# Request for an Easement on Balmer Farm Property

**Presented to Greeley City Council**

By Greeley Water & Sewer Dept.

April 20, 2021

# Balmer Farm Property Location



# Balmer Farm Property Easement

- Public Service Company of Colorado requests an easement for an above ground electric transmission line through the City of Greeley property known as the Balmer Farm
- Easement would be 150 feet in width along the northern board of the farm and cover approximately 11.56 acres
- Grantee will compensate the city for land damages and the tenant farmer for impacts to crops

# Balmer Farm Easement



# Balmer Farm Easement

- Compensation
  - Option price: \$28,900
    - Easement purchase price: \$260,100
    - Total compensation: \$289,000
- Benefits:
  - Sale of easement will offset Water and Sewer cost of service and could be re-appropriated for additional investments in water rights



# Questions?



# Council Agenda Summary

May 4, 2021

Key Staff Contact: Brad Mueller, Community Development Director, 970-350-9786

Caleb Jackson, Planner, 970-350-9876

**Title:**

Public hearing to consider a change of zone from R-E (Residential Estate) and H-A (Holding Agriculture) to C-H (Commercial High Intensity) zoning with a Development Concept Master Plan for approximately 12.98 acres of property located at 7001 28<sup>th</sup> Street, known as the 7001 28<sup>th</sup> Street Rezone, and final reading of an ordinance changing the official zoning map to reflect the same

**Summary:**

The subject site is zoned R-E (Residential Estate) zone district and is developed with a church and manufactured home. Some right-of-way adjacent to the church property is zoned H-A (Holding Agriculture), and is also within the proposed rezone boundary. The site was developed in 2001, prior to annexation. The site was annexed in the 2002 and was zoned R-E at that time. The applicant is requesting to rezone to C-H (Commercial High Intensity) with a Development Concept Master Plan (DCMP) that restricts most land uses from the site because the applicant intends to continue using the site as a church. Other uses not restricted by the DCMP include telecommunication uses, utility uses, oil and gas extraction, and uses commonly associated with churches such as childcare, preschools, and schools. Any additional uses would require an amendment to the DCMP.

The Planning Commission considered this request on March 23, 2021 and unanimously recommended approval to City Council.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

**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 noted.

**Strategic Work Program Item or Applicable Council Priority and Goal:**

Consistency with Comprehensive Plan and Development Code standards.

**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:**

Two motions are recommended:

- A) A motion that, based on the application received and the project summary and accompanying analysis, the proposed rezone from R-E (Residential Estate) and H-A (Holding Agriculture) to C-H (Commercial High Intensity) with a Development Concept Master Plan meets Development Code Section 18.30.050(c)(3) a, b, f, g and h [to be re-codified as Section 24-625(c)(3) a, b, f, g and h]; and, therefore, the rezoning is approved.
- B) A motion to adopt the ordinance and publish with reference to title only.

**Attachments:**

Ordinance

Planning Commission Minutes-Draft (March 23, 2021)

Planning Commission Summary (Staff Report) (March 23, 2021)

PowerPoint Presentation

**CITY OF GREELEY, COLORADO  
ORDINANCE NO. \_\_\_\_\_, 2021  
CASE NO. ZON2020-0010**

**AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM R-E (RESIDENTIAL ESTATE) AND H-A (HOLDING AGRICULTURE) TO C-H (COMMERCIAL HIGH INTENSITY) ZONING WITH A DEVELOPMENT CONCEPT MASTER PLAN FOR APPROXIMATELY 12.98 ACRES OF PROPERTY LOCATED AT 7001 28<sup>TH</sup> STREET, KNOWN AS THE 7001 28<sup>TH</sup> STREET REZONE**

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

Section 1. The following described property located in the City of Greeley is needed for a Development Concept Master Plan. The change in zone would be from the zoning district referred to as R-E (Residential Estate) and H-A (Holding Agriculture) to C-H (Commercial High Intensity) for approximately 12.98 acres of property in the City of Greeley, County of Weld, State of Colorado:

See attached legal description (Exhibit A)

Section 2. The boundaries of the pertinent zoning districts as shown on the official zoning map require a change to accomplish the above-described zoning changes.

Section 3. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

**PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**ATTEST**

**CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

Exhibit A  
Legal Description

A parcel of land being Amended Lot 2 of the Resubdivision of Lots 2, 3, 4, 5, 6, and 7, Block 1, Peterson Alexander Subdivision S-518, recorded on January 30, 2001 at Reception No. 2822174 within the Records of the Weld County Clerk and Recorder together with adjacent road rights-of-way for 71st Avenue, 28th Street and U.S. Highway 34 Bypass as shown on the Faith Tabernacle Annexation, recorded July 08, 2002 at Reception No. 2966960 within the Records of the Weld County Clerk and Recorder, situate in the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section Sixteen (16), and the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-one (21), both of Township Five North (T.5N), Range Sixty-six West (R.66W) of the 6th P.M., City of Greeley, County of Weld, State of Colorado, being more particularly described as follows:

BEGINNING at the Southwest Corner of said section 16 as monumented by a 3.25" Brass Cap LS illegible and assuming the West line of the Southwest Quarter of said section 16 as monumented by a #6 rebar with 3.25" Aluminum Cap LS 28259 at the North end, to bear North 00° 31' 34" West being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2655.57 feet with all other bearings contained hereon relative thereto:

The lineal dimensions as contained herein are based upon the U.S. Survey Foot.

Thence along said Westerly extension of the North line and along the North and East line of said Amended Lot 2 and along the Southerly extension of the East line of said Amended Lot 2 the following Six (6) courses and distances;

THENCE North 00°31'34" West along said West line of the Southwest Quarter a distance of 980.63 feet to the Westerly extension of the North line of said Amended Lot 2;  
 THENCE North 89°27'01" East a distance of 289.80 feet;  
 THENCE South 81°02'53" East a distance of 60.80 feet;  
 THENCE North 89°26'36" East a distance of 228.69 feet;  
 THENCE South 00°30'20" East a distance of 428.18 feet;  
 THENCE South 89°30'47" West a distance of 139.92 feet;  
 THENCE South 00°26'30" East a distance of 713.18 feet to the approximate Southerly Right-Of-Way line of Highway 34 as delineated within said Faith Tabernacle Annexation;

Thence along said approximate Southerly Right-Of-Way line of the Highway 34 the following Three (3) courses and distances;

THENCE South 89°31'36" West a distance of 354.21 feet;  
 THENCE South 44°32'10" West a distance of 70.69 feet;  
 THENCE South 89°31'36" West a distance of 30.00 feet to the West line of the Northwest Quarter of the Northwest Quarter of said Section 21;  
 THENCE North 01°19'46" West along said West line of the Northwest Quarter of the Northwest Quarter a distance of 220.00 feet to the POINT OF BEGINNING;

Said described parcel of land contains 12.98 acres, more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.



## **PLANNING COMMISSION Proceedings**

**March 23, 2021  
1:15 p.m.**

**(Zoom Webinar and viewable on City of Greeley YouTube)**

---

### **I. Call to Order**

Chair Yeater called the meeting to order at 1:15 p.m.

### **II. Roll Call**

Chair Yeater, Commissioners Andersen, Briscoe, Franzen, Modlin, Romulo and Schulte were present.

Chair Yeater informed those attending that Item V on the agenda, public hearing regarding household occupancy standards, would be continued to April 27, 2021 and requested a motion.

Commissioner Andersen moved that the Planning Commission continue Item V for consideration of a code update regarding household occupancy standards, case Number CU2021-0001, to the regular Planning Commission meeting on April 27, 2021. Commissioner Schulte seconded. The motion carried 7-0.

### **III. Approval of March 9, 2021 Minutes**

Commissioner Andersen moved to approve the minutes dated March 9, 2021. Commissioner Romulo seconded. The motion carried 7-0.

**IV. A public hearing to consider a request to rezone approximately 12.98 acres from R-E (Residential Estate) and H-A (Holding Agriculture) zoning districts to C-H (Commercial High Intensity) zoning district with a DCMP (Development Concept Master Plan) restricting certain land uses from the site**

Project Name: 7001 28<sup>th</sup> Street Rezone  
Case No.: ZON2020-0010  
Applicant: Faith Tabernacle Church Inc.  
Location: 7001 28<sup>th</sup> Street  
Presenter: Caleb Jackson, Planner II

Caleb Jackson addressed the Commission and introduced the rezone request. He presented a map showing the location of the site as well as photographs of the site and surrounding area. Mr. Jackson provided a brief history of the site, including development of the church in Weld County in 2001, annexation to Greeley in 2002 with concurrent rezoning to Residential Estate. He explained that the request before the Commission today is to rezone approximately 12.98 acres to Commercial High Intensity with a Development Concept Master Plan (DCMP) that restricts certain uses from the site.

Mr. Jackson advised that the proposed rezone would include the site and an adjacent right-of-way that is currently zoned Holding Agriculture. He added that the DCMP would serve to restrict uses except for a church, school, child care, telecommunications, utility, or oil and gas. Any other uses would require revising the DCMP and bringing the matter before the Commission

Mr. Jackson briefly explained the overall recodification process and rationale for changing the section numbers associated with a rezone. He described the rezone criteria, adding that staff determined the request meets applicable criteria. Mr. Jackson reported that notices were mailed to property owners within 500 feet, signs were posted on the site, and notice was placed in the newspaper with no inquiries being received. He added that all comments had been addressed and that staff recommended approval.

Rick Baldwin from Faith Tabernacle addressed the Commission and stated that the new zoning would align with surrounding zoning.

Chair Yeater opened the public hearing at 1:24 p.m. There being no communication by U.S. mail, email or Zoom Chat or Q&A, the public hearing was closed at 1:24 p.m.

Commissioner Andersen moved that, based on the application received and the project summary and accompanying analysis, the Planning Commission finds that the proposed rezone from R-E (Residential Estate) and H-A (Holding Agriculture) to C-H (Commercial High Intensity) with a Development Concept Master Plan (DCMP) meets the applicable Development Code criteria, Section 18.30.050(c)(3) a, b, f, g and h [to be re-codified as Section 24-625(c)(3) a, b, f, g and h]; and, therefore, recommends approval of the rezone to the City Council. Commissioner Schulte seconded.

Commissioner Andersen expressed favor of adding a DCMP to restrict uses on the site. The motion carried 7-0.



## PLANNING COMMISSION SUMMARY

**ITEM:** Rezone from R-E (Residential Estate) and H-A (Holding Agriculture) to C-H (Commercial High Intensity) with a Development Concept Master Plan (DCMP)

**FILE NUMBER:** ZON2020-0010

**PROJECT:** 7001 28<sup>th</sup> Street Rezone

**LOCATION:** 7001 28<sup>th</sup> Street

**APPLICANT:** Faith Tabernacle Church Inc.

**CASE PLANNER:** Caleb Jackson, AICP | Planner II

**PLANNING COMMISSION HEARING DATE:** March 23, 2021

**PLANNING COMMISSION FUNCTION:**

The Planning Commission shall consider the staff report, along with testimony and comments made by the applicant and the public and shall then make a recommendation to the City Council regarding the application in the form of a finding based on the review criteria in Section 18.30.050(c)(3) [to be re-codified as Section 24-625(c)(3)].

---

### EXECUTIVE SUMMARY

The City of Greeley is considering a request by Faith Tabernacle Church Inc. to rezone the property located at 7001 28<sup>th</sup> Street, plus adjacent right-of-way, from R-E (Residential Estate) and H-A (Holding Agriculture) to C-H (Commercial High Intensity) with a Development Concept Master Plan (DCMP) (see Attachments A, B, and C).

**A. REQUEST**

The applicant is requesting approval of a rezone application.

**B. STAFF RECOMMENDATION**

Approval.

**C. LOCATION**

**Abutting Zoning:**

North: H-A (Holding Agriculture)

South: C-H (Commercial High Intensity)

East: H-A (Holding Agriculture)

West: PUD (Planned Unit Development)

**Surrounding Land Uses:**

North: Undeveloped

South: Hospital

East: Single-Family Dwelling &amp; Undeveloped

West: Undeveloped

**Site Characteristics:**

The site is situated at the northeast corner of 71<sup>st</sup> Avenue at 28<sup>th</sup> Street, near Highway 34 Bypass. The site is developed with a church and manufactured home. The site generally slopes from a high point on the southwest side of the site towards the northeast.

**D. BACKGROUND**

The subject site is zoned R-E (Residential Estate) Zone District and is developed with a church and manufactured home. Some right-of-way adjacent to the church property is zoned H-A (Holding Agriculture), and is also within the proposed rezone boundary. The site was developed in 2001, prior to annexation. The site was annexed in the 2002 Faith Tabernacle Annexation (ORD 42, 2002) and was zoned R-E at that time (ORD 53, 2002). The applicant is requesting to rezone to C-H (Commercial High Intensity) with a Development Concept Master Plan (DCMP) that restricts most land uses from the site because the applicant intends to continue using the site as a church. Other uses not restricted by the DCMP include telecommunication uses, utility uses, oil and gas extraction, and uses commonly associated with churches such as childcare, preschools, and schools. Any additional uses would require an amendment to the DCMP.

**APPROVAL CRITERIA****Development Code Section 18.30.050 [to be re-codified as Section 24-625] Rezoning Procedures**

*For the purpose of establishing and maintaining sound, stable and desirable development within the City, the rezoning of land is to be discouraged and allowed only under circumstances provided for in this Section [of the Code]. This policy is based on the opinion of the City Council that the City's zoning map is a result of a detailed and comprehensive appraisal of the City's present and future needs regarding land use allocation and other zoning considerations, and, as such, should not be amended unless to correct manifest errors or because of changed or changing conditions in a particular area of the City in general.*

The review criteria found in Section 18.30.050(c)(3) of the Development Code [to be re-codified as Section 24-625(c)(3)] shall be used to evaluate the zoning amendment application.

- a) **Has the area changed, or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area?**

Staff Comment: The subject area has historically been developed with a mixture of mostly large lot residences and undeveloped parcels. However, the area is steadily developing with commercial uses at nodes along the Highway 34 Bypass, including the new hospital to the south of the subject site. Recently, City Council approved a preliminary planned unit development (Westgate – PUD2019-0014), which includes a commercial area located directly west of the subject site. Rezoning the subject site to C-H is consistent with the developing commercial node around the intersection of Highway 34 Bypass and 71<sup>st</sup> Avenue.

This request complies with this criterion.

**b) Has the existing zoning been in place for at least fifteen (15) years without substantial development resulting and does the existing zoning appear to be obsolete, given development trends?**

Staff Comment: The site has been zoned R-E since 2002. Given the development trends, the R-E zoning appears obsolete since the area is changing to more commercial in nature.

This request complies with this criterion.

**c) Are there clerical or technical errors to correct?**

Staff Comment: The request is not regarding the correction of clerical or technical errors.

This criterion is not applicable to this request.

**d) Are there detrimental environmental impacts, such as flood plains, inadequate drainage, slopes, unstable soils, etc., that may affect future development of this site and which may not have been considered during the original zoning of the property?**

Staff Comment: There are no known detrimental environmental conditions existing on site.

This criterion is not applicable to this request.

**e) Is the proposed rezoning necessary in order to provide land for a community related use which was not anticipated at the time of adoption of the City’s Comprehensive Plan; or have the policies of the City changed to the extent that a rezoning is warranted?**

Staff Comment: The proposed rezoning is not related to a community use.

This criterion is not applicable to this request.

- f) What is the potential impact of the proposed rezoning upon the immediate neighborhood and the city as a whole (including potential noise and environmental impacts, visual impacts, the provision of City services such as police, fire, water, sewer, and pedestrian systems and parks and recreational facilities)?**

Staff Comment: The land use of the subject site is not intended to change, resulting in neither additional noise or environmental impacts nor impacts to City services, pedestrian systems, parks, or recreational facilities. With this rezoning request, there is no anticipated change in use, as the existing church use would continue. The proposed DCMP limits the allowed uses, and any additional uses would require an amendment to the DCMP with analysis of further possible impacts.

The proposal complies with this criterion.

- g) Is there clear and convincing evidence that the proposed rezoning will be consistent with the policies and goals of the City's Comprehensive Plan and comply with the applicable zoning overlay requirements?**

The following City of Greeley Imagine Greeley Comprehensive Plan policies apply to this request:

**Objective GC-2.4 Mixed-Use and Transit-Supportive Development**

Promote horizontal and vertical mixed-use development that integrates a variety of housing, commercial, employment, and recreational uses particularly in centers and along corridors identified on the Land Use Guidance map.

Staff Comment: The proposed rezone supports the emerging commercial node at the intersection of Highway 34 Bypass and 71<sup>st</sup> Avenue, supporting mixed use in this area.

The proposal complies with this criterion.

- h) What is the potential impact of the proposed rezoning upon an approved Zoning Suitability Plan for the property?**

Staff Summary: The site is developed suitably for the proposed zoning.

The proposal complies with this criterion.

**E. PHYSICAL SITE CHARACTERISTICS**

**1. HAZARDS**

Staff is unaware of any potential hazards that presently exist on the site.

**2. WILDLIFE**

The subject site is not located in an area identified for moderate or high wildlife impacts. There are no known impacts that would occur to wildlife if the site is rezoned.

**3. FLOODPLAIN**

The proposed rezone boundary is not located within the 100-year floodplain or floodway, according to the adopted Federal Emergency Management Administration (FEMA) flood data.

**4. DRAINAGE AND EROSION**

The drainage pattern is expected to largely follow historical patterns. The existing church use would continue. Drainage patterns would be examined in greater detail through any future land use requests.

**5. TRANSPORTATION**

The subject property is developed with access to 71<sup>st</sup> Avenue and 28<sup>th</sup> Street. The site has adequate transportation infrastructure to serve the current use and this would be reevaluated if further development were proposed in the future.

**F. SERVICES**

**1. WATER**

Water mains are present in adjacent streets and would be reviewed for adequacy if redevelopment were proposed in the future.

**2. SANITATION**

Sewer infrastructure is installed along 71<sup>st</sup> Avenue and would be reviewed for adequacy if redevelopment were proposed in the future or if the existing septic failed.

**3. EMERGENCY SERVICES**

The subject site is serviced by the City of Greeley Fire and Police. Fire Station #5 is located approximately two miles east of the site and Fire Station #7 is located approximately two miles north of the site.

**4. PARKS/OPEN SPACES**

No parks or regional open space areas are proposed with this rezone request. Additional parks and open spaces are anticipated with future development of undeveloped parcels in the area.

**5. SCHOOLS**

The proposed rezone is within Greeley-Evans School District 6. The proposed rezone is not expected to impact the school district.

## **G. NEIGHBORHOOD IMPACTS**

### **1. VISUAL**

The land use on the current site is not expected to change as a result of this rezone. A separate sign permit is being processed for this property which could result in some visual impacts; however, the sign is consistent with commercial signage commonly located in commercial nodes along arterials and highways.

### **2. NOISE**

No noise impacts are anticipated with the rezone request. Any potential noise is regulated by the Municipal Code.

## **H. PUBLIC NOTICE AND COMMENT**

Neighborhood notices were mailed to surrounding property owners on March 5, 2021, per Development Code requirements. Two signs were posted on the site on March 11, 2021. No public comments have been received.

## **I. PLANNING COMMISSION RECOMMENDED MOTION**

Based on the application received and the Project Summary and accompanying analysis, the Planning Commission finds that the proposed rezone from R-E (Residential Estate) and H-A (Holding Agriculture) to C-H (Commercial High Intensity) with a Development Concept Master Plan (DCMP) meets the applicable Development Code criteria, Section 18.30.050(c)(3) a, b, f, g and h [to be re-codified as Section 24-625(c)(3) a, b, f, g, and h]; and therefore, recommends approval of the rezone to the City Council.

## **ATTACHMENTS**

Attachment A – Vicinity Map

Attachment B – Property Boundary Map

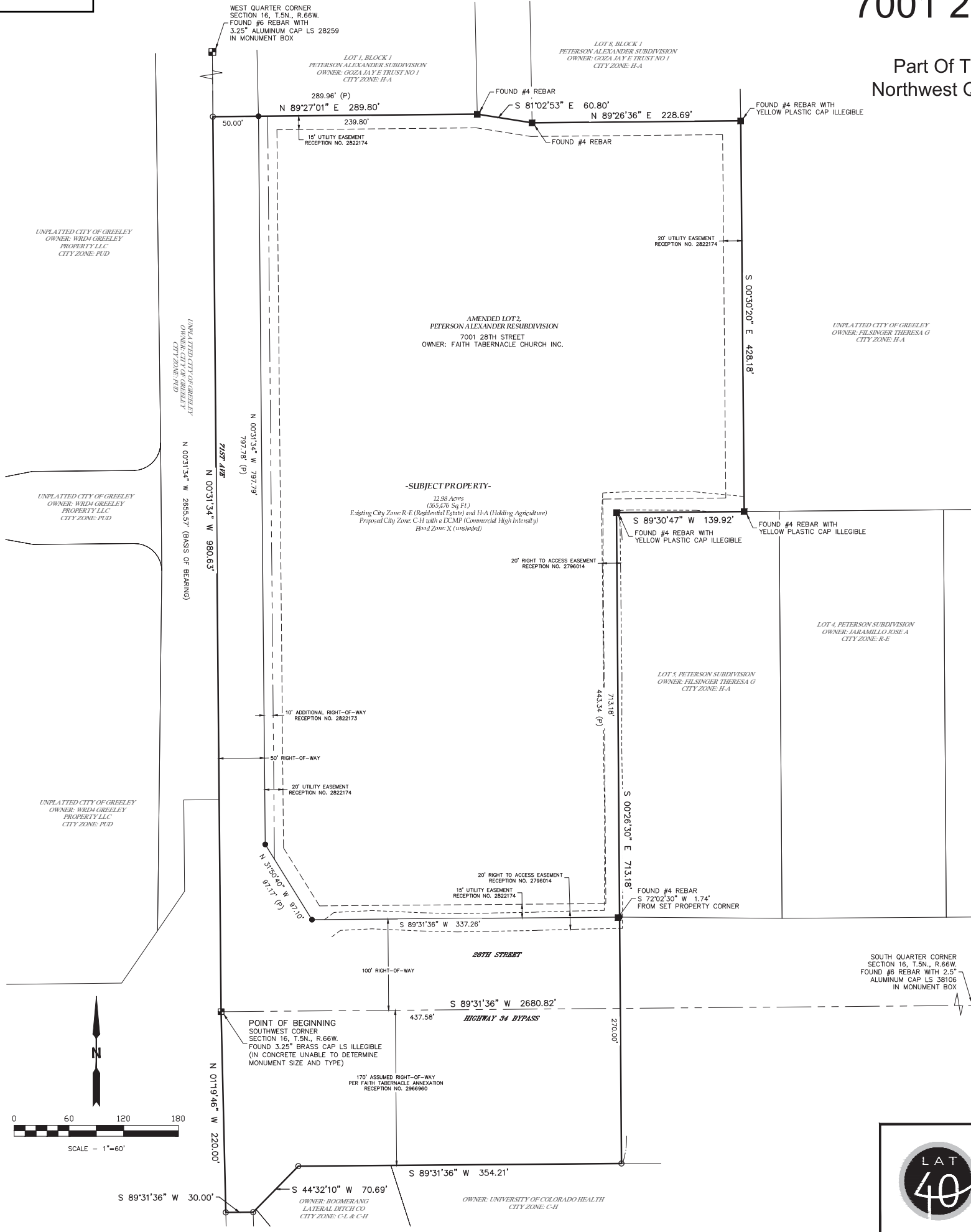
Attachment C – Development Concept Master Plan

VICINITY MAP



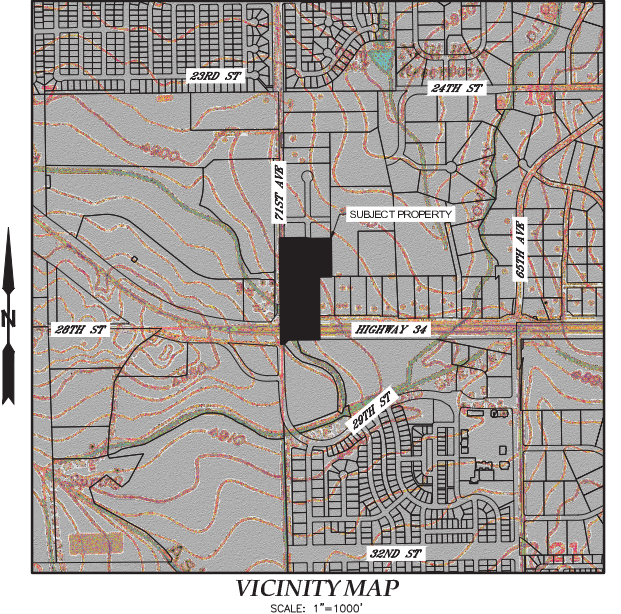
# 7001 28TH STREET REZONE: ZON2020-0010

## PROPERTY BOUNDARY MAP Part Of The Southwest Quarter Of The Southwest Quarter Of Section 16, and The Northwest Quarter Of The Northwest Quarter Of Section 21, Both Of Township 5 North, Range 66 West Of The 6th P.M., City Of Greeley, County Of Weld, State Of Colorado



### LEGEND

- SECTION LINE
- BOUNDARY LINE
- - - EASEMENT
- ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET #4 REBAR WITH YELLOW PLASTIC CAP LS 38479 UNLESS OTHERWISE DESCRIBED
- (P) PLATTED DISTANCE



**TITLE COMMITMENT NOTE**  
This survey does not constitute a title search by Lat40, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, Lat40, Inc. relied upon Title Commitment Number 20669UTG, dated September 18, 2020 as prepared by Unified Title Company of Northern Colorado LLC was relied upon to delineate the aforesaid information.

**BASIS OF BEARINGS AND LINEAL UNIT DEFINITION**  
Assuming the West line of the Southwest Quarter Of Section 16, T.5N., R.66W., as monumented on the South end by a 3.25" brass cap in concrete LS illegible and by a #6 rebar with 3.25" aluminum cap LS 28259 on the North end, as bearing North 00°31'34" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2655.57 feet with all other bearings contained herein relative thereto.  
The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

**PROPERTY DESCRIPTION**  
A parcel of land being Amended Lot 2 of the Resubdivision of Lots 2, 3, 4, 5, 6, and 7, Block 1, Peterson Alexander Subdivision S-518, recorded on January 30, 2001 at Reception No. 2822174 within the Records of the Weld County Clerk and Recorder together with adjacent road rights-of-way for 71st Avenue, 28th Street and U.S. Highway 34 Bypass as shown on the Faith Tabernacle Annexation, recorded July 08, 2002 at Reception No. 2966960 within the Records of the Weld County Clerk and Recorder, situate in the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section Sixteen (16), and the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-one (21), both of Township Five North (T.5N.), Range Sixty-six West (R.66W) of the 6th P.M., City of Greeley, County of Weld, State of Colorado, being more particularly described as follows:

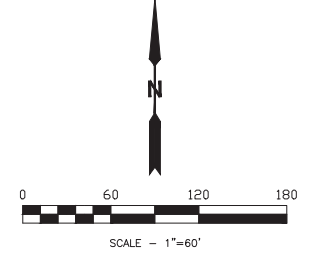
**BEGINNING** at the Southwest Corner of said section 16 as monumented by a 3.25" Brass Cap LS illegible and assuming the West line of the Southwest Quarter of said section 16 as monumented by a #6 rebar with 3.25" Aluminum Cap LS 28259 at the North end, to bear North 00° 31' 34" West being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2655.57 feet with all other bearings contained hereon relative thereto:  
The lineal dimensions as contained herein are based upon the U.S. Survey Foot.  
Thence along said Westerly extension of the North line and along the North and East line of said Amended Lot 2 and along the Southerly extension of the East line of said Amended Lot 2 the following Six (6) courses and distances;  
THENCE North 00°31'34" West along said West line of the Southwest Quarter a distance of 980.63 feet to the Westerly extension of the North line of said Amended Lot 2;  
THENCE North 89°27'01" East a distance of 289.80 feet;  
THENCE South 81°02'53" East a distance of 60.80 feet;  
THENCE North 89°26'36" East a distance of 228.69 feet;  
THENCE South 00°30'20" East a distance of 428.18 feet;  
THENCE South 89°30'47" West a distance of 139.92 feet;  
THENCE South 00°26'30" East a distance of 713.18 feet to the approximate Southerly Right-Of-Way line of Highway 34 as delineated within said Faith Tabernacle Annexation;  
Thence along said approximate Southerly Right-Of-Way line of the Highway 34 the following Three (3) courses and distances;

THENCE South 89°31'36" West a distance of 354.21 feet;  
THENCE South 44°32'10" West a distance of 70.69 feet;  
THENCE South 89°31'36" West a distance of 30.00 feet to the West line of the Northwest Quarter of the Northwest Quarter of said Section 21;  
THENCE North 01°19'46" West along said West line of the Northwest Quarter of the Northwest Quarter a distance of 220.00 feet to the POINT OF BEGINNING;

Said described parcel of land contains 12.98 acres, more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

**SURVEYOR'S STATEMENT**  
I, Jason S. Allee, a Colorado Licensed Professional Land Surveyor, do hereby state that this Plat of ZON2020-0010 7001 28th street rezone, PROPERTY BOUNDARY MAP was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon was found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

**PRELIMINARY**  
Jason S. Allee-On behalf of Lat40, Inc.  
Colorado Licensed Professional Land Surveyor No. 38479



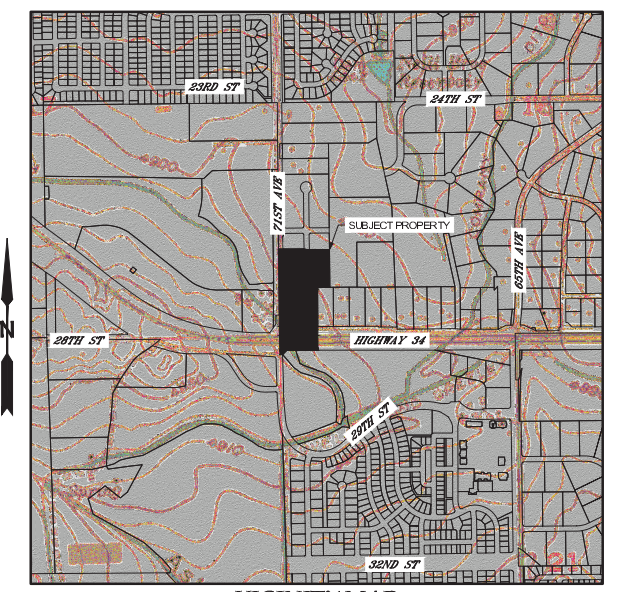
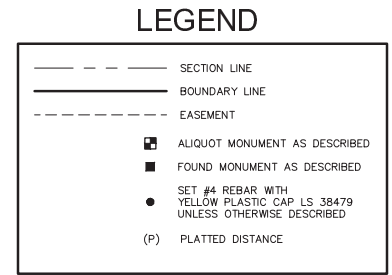
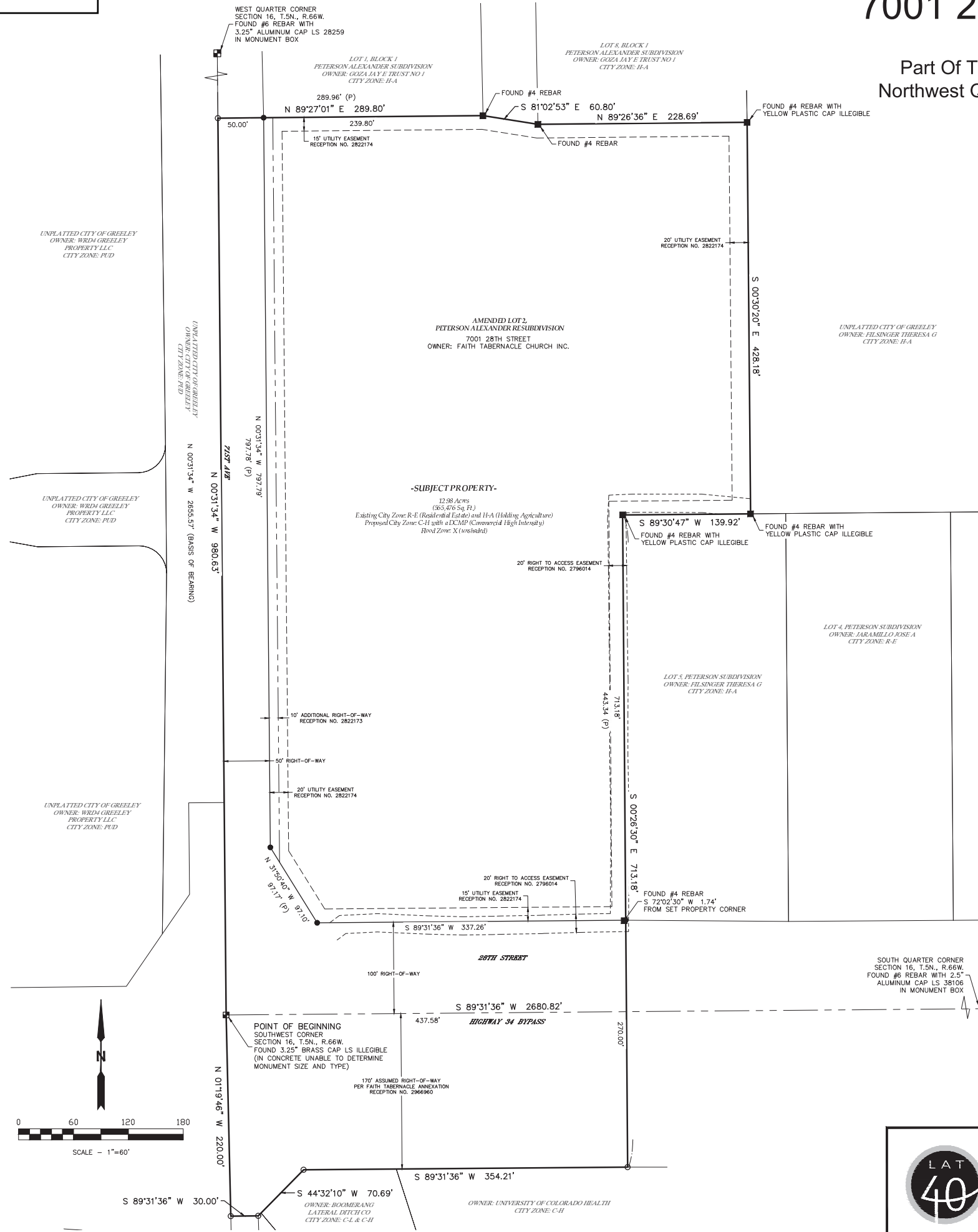
	<b>Lat40, Inc.</b> Professional Land Surveyors 6250 W. 10th Street, Unit 2 Greeley, CO 80634 O: 970-515-5294	DATE: 2/15/2021 FILE NAME: 2020299REZ DRAWN BY: MJW CHECKED BY: JA SCALE: 1"=60' PROJECT #: 2020299	<b>PROPERTY BOUNDARY MAP</b> FOR <b>JAZK ENTERPRISES INC</b>	<b>1</b> Page 119 SHEET 1 OF 1
	REVISIONS:	DATE:		
CITY COMMENTS FROM 2/18/2021	2/24/2021			
CITY COMMENTS FROM 2/12/2021	2/15/2021			
CITY COMMENTS FROM 1/19/2021	2/12/2021			



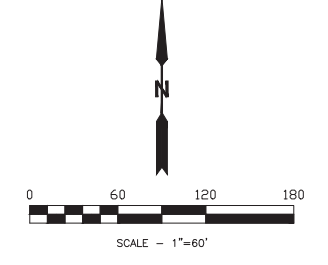
# 7001 28TH STREET REZONE: ZON2020-0010

## DEVELOPMENT CONCEPT MASTER PLAN

Part Of The Southwest Quarter Of The Southwest Quarter Of Section 16, and The Northwest Quarter Of The Northwest Quarter Of Section 21, Both Of Township 5 North, Range 66 West Of The 6th P.M., City Of Greeley, County Of Weld, State Of Colorado



- DEVELOPMENT CONCEPT MASTER PLAN  
C-H ZONE DISTRICT USES RESTRICTED FROM THIS SITE:
- |  |   |
|--|---|
| <p><b>Land Uses</b></p> <p><u>Residential</u></p> <ul style="list-style-type: none"> <li>Farming</li> <li>Mixed-use (must include residential)</li> <li>Secondary Dwellings</li> <li>Single-family Dwellings</li> <li>Two-family Dwellings</li> <li>Multi-family Dwellings</li> <li>Townhouse Dwellings</li> <li>Boarding &amp; Rooming Houses, Dormitories, Fraternities, Sororities, Group Quarters, SRO's</li> <li>Group Homes (8 or less residents)</li> <li>Group Home, Elderly (No More Than 8 Residents)</li> </ul> <p><u>Institutional</u></p> <ul style="list-style-type: none"> <li>Cemeteries, Columbarium</li> <li>Emergency Shelters, Missions</li> <li>Hospitals</li> <li>Libraries, Museums, Public or Quasi-public</li> <li>Intermediate and Long-Term Care, Assisted Living Units</li> <li>Police/Fire Stations, Ambulance Dispatch and Storage</li> <li>Schools - Adult (Business, Trade)</li> <li>Group Homes (more than 8 residents)</li> <li>Universities/Colleges</li> </ul> <p><u>Commercial</u></p> <ul style="list-style-type: none"> <li>Kennels</li> <li>Pet Stores</li> <li>Pet grooming shops</li> <li>Veterinary Clinic</li> <li>Art, Dance, Photo Studios, Galleries</li> <li>Auto Rental</li> <li>Car &amp; Truck Wash</li> <li>Towing Services</li> <li>Banks, Savings &amp; Loans, Financial Institutions, ATM's, Drive-up Windows</li> <li>Bars, Taverns, Nightclubs, Lounges</li> <li>Bingo Halls &amp; Parlors</li> <li>Brew Pubs</li> <li>Food and beverage processing facility (minor)</li> <li>Builders/Contractors Supply Offices &amp; Yards</li> <li>Cleaning &amp; Janitorial Services</li> <li>Dry Cleaning</li> <li>Emission Testing Centers</li> <li>Exterminating Shops</li> <li>Auto Repair, Sales</li> <li>Convenience Stores with Gas Sales</li> <li>Gas Stations</li> <li>Gas Stations with Repair, Lube &amp; Tire Shops - including underground fuel storage</li> <li>RV and Travel Trailer Parks</li> <li>Recreation vehicle/equipment, boat and personal vehicle storage</li> <li>Golf Courses, Country Clubs, Driving Ranges</li> <li>Miniature Golf</li> </ul> | <ul style="list-style-type: none"> <li>Laundromats</li> <li>Hotels, Motels</li> <li>Medical/Dental Offices &amp; Clinics, Massage Therapists, Medical Supply Sales &amp; Rental</li> <li>Mortuaries, Funeral Homes</li> <li>Nurseries, Greenhouses, Garden Shops</li> <li>Offices</li> <li>Parking Lots &amp; Structures</li> <li>Pawn Shops</li> <li>Personal Service Shops (Beauty, Barber, Tanning &amp; Nail Salons, Shoe Repair)</li> <li>Printing, Copying Shops, Mail Centers</li> <li>Radiology Stations</li> <li>Bed and Breakfast</li> <li>Community Recreation Buildings</li> <li>Indoor/Outdoor Extensive (Skating Rink, Bowling Alleys, Video Arcades, Riding Clubs, Tennis Courts, etc.)</li> <li>Outdoor Intensive (Go Cart Tracks, Bumper Cars, etc.)</li> <li>Membership Clubs, Health Clubs, Martial Arts Studios</li> <li>Open Space</li> <li>Park (pocket)</li> <li>Park (in/legh)</li> <li>Park (comm/reg)</li> <li>Rental Service (Equipment, Small Tools, Supplies, Appliances, Home Furnishings)</li> <li>Repair Shops</li> <li>Restaurants, Cafes &amp; Other Eating Establishments (including Outdoor Seating/Eating Areas/Drive-In/Drive-Thru/Driveup)</li> <li>Retail Sales</li> <li>Theater (Indoor/Drive-in)</li> <li>Train, Shuttle, Bus Depots</li> <li>Upholstery Shops</li> <li>Outdoor - Auditoriums, Sports Arenas, Stadiums</li> <li>Theme or Amusement Parks, Zoos, Aquariums</li> <li>Self Serve Storage Units</li> <li>Entertainment Establishment</li> </ul> <p><u>Industrial</u></p> <ul style="list-style-type: none"> <li>Newspaper &amp; Publishing Plants, Binderies</li> <li>Research &amp; Testing Labs</li> <li>Recycling Centers</li> </ul> |
|--|---|



**LAT 40**  
 Lat40°, Inc.  
 Professional Land Surveyors  
 6250 W. 10th Street, Unit 2  
 Greeley, CO 80634  
 O: 970-515-5294

DATE: 2/15/2021	FILE NAME: 2020299REZ	DRAWN BY: MJW	CHECKED BY: JA	SCALE: 1"=60'	PROJECT #: 2020299
REVISIONS:		DATE:		DCMP FOR JAZK ENTERPRISES INC	
CITY COMMENTS FROM 2/18/2021		2/24/2021			
CITY COMMENTS FROM 2/12/2021		2/15/2021			
CITY COMMENTS FROM 1/19/2021		2/12/2021			

# 7001 28<sup>th</sup> Street Rezone

ZON2020-0010

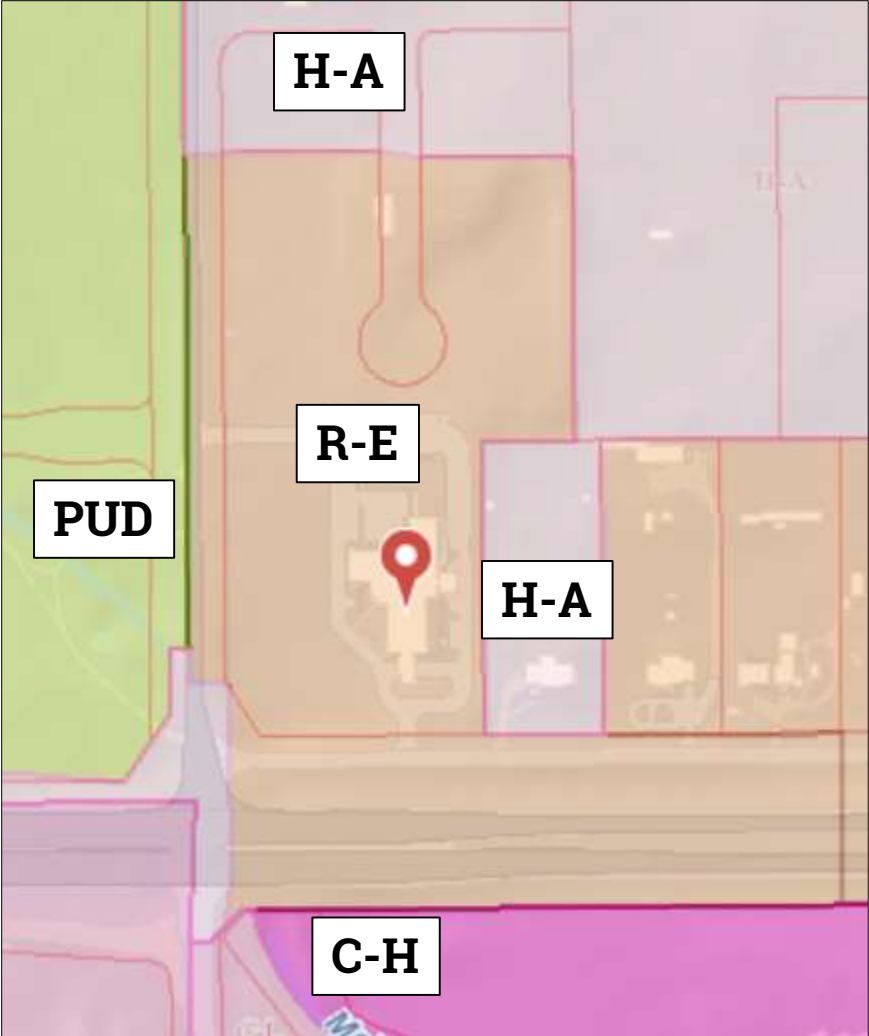


# Background & Request

- 2001 – Church Built
- 2002 – Annexed & Zoned R-E
- Rezone Request (ZON2020-0010)
  - Approximately 12.98 ac. to C-H with DCMP to restrict uses

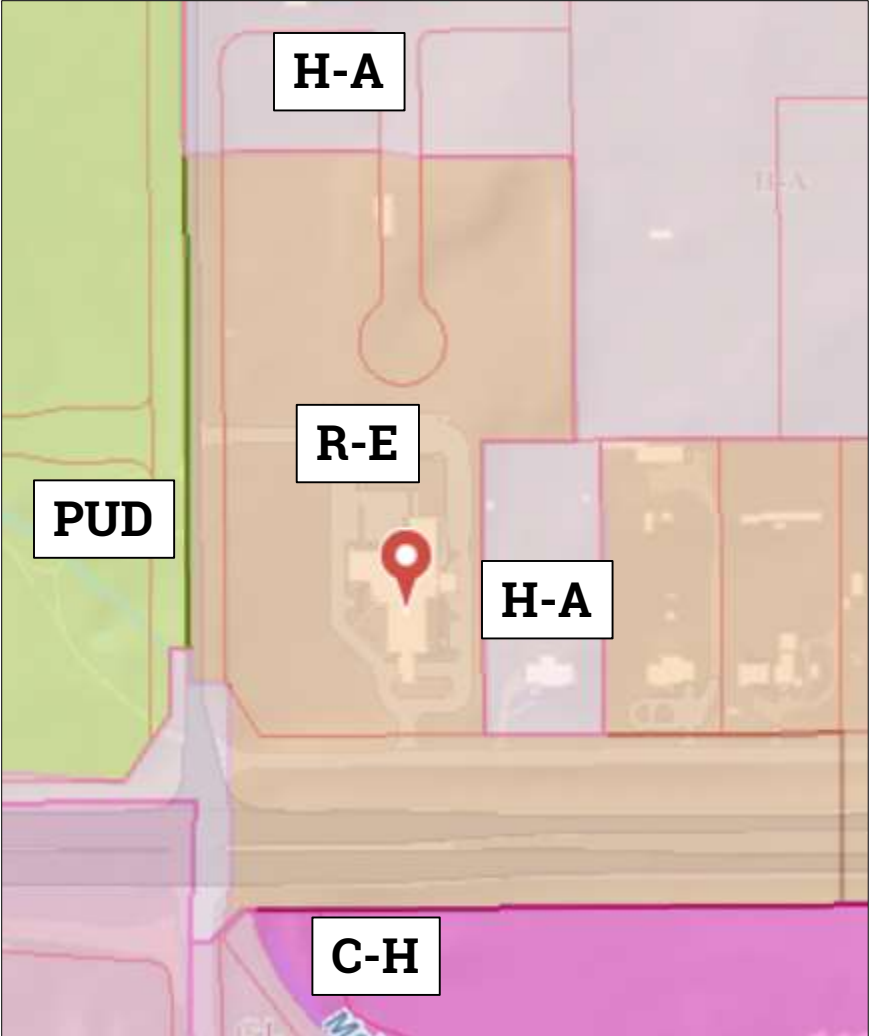


# Surroundings



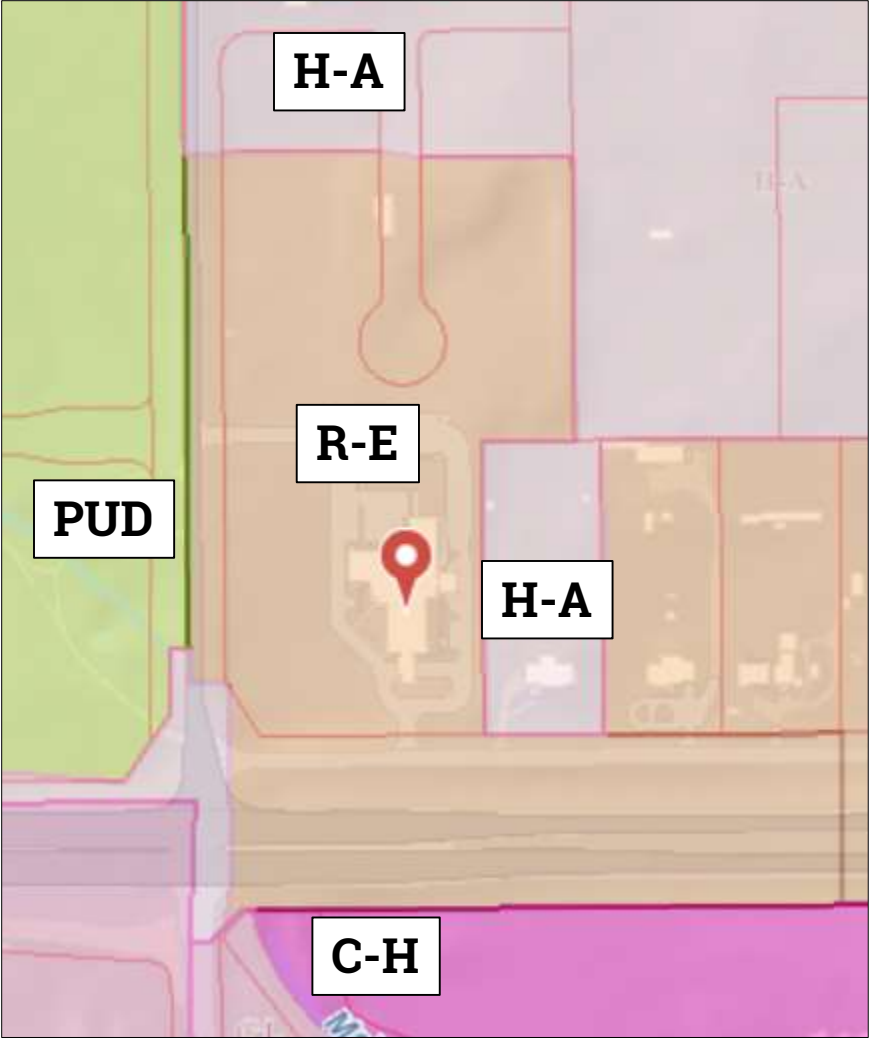
**East**  
**Zoning: H-A**  
**Use: Single-Family Dwelling**

# Surroundings



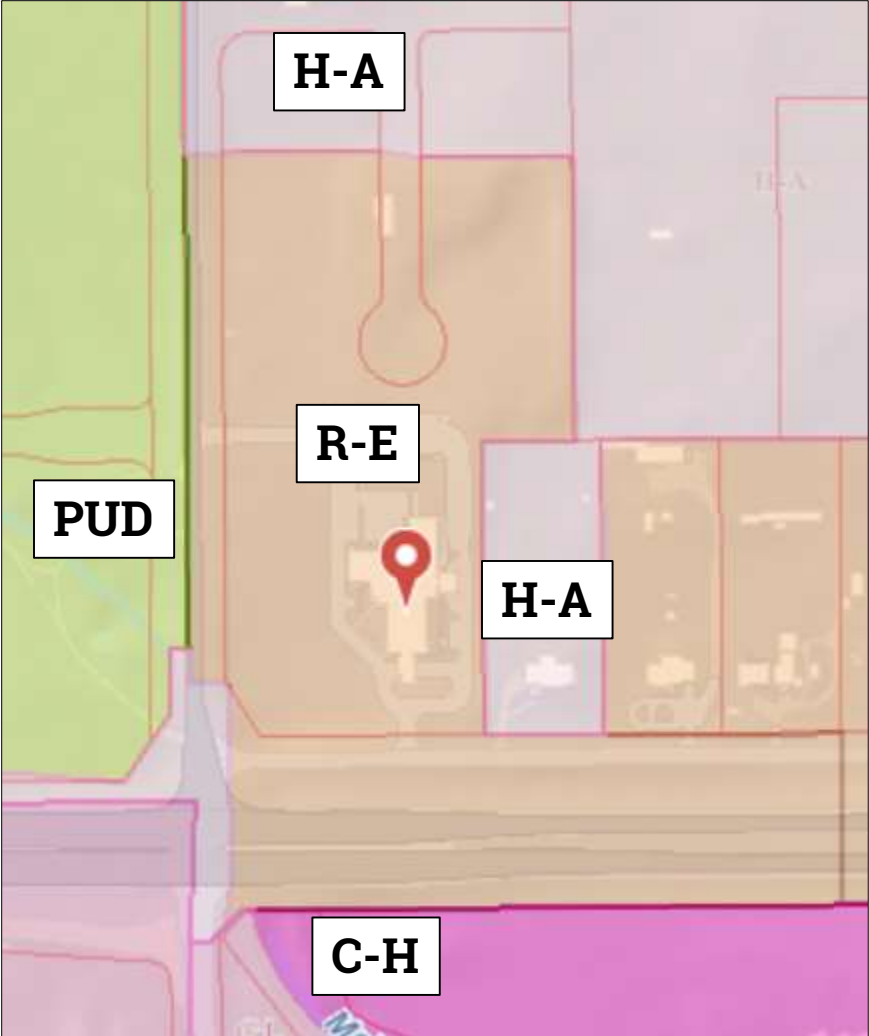
**South  
Zoning: C-H  
Use: Hospital**

# Surroundings



**West**  
**Zoning: PUD**  
**Use: Undeveloped**

# Surroundings



**North**  
**Zoning: H-A**  
**Use: Undeveloped**

# Site Photos



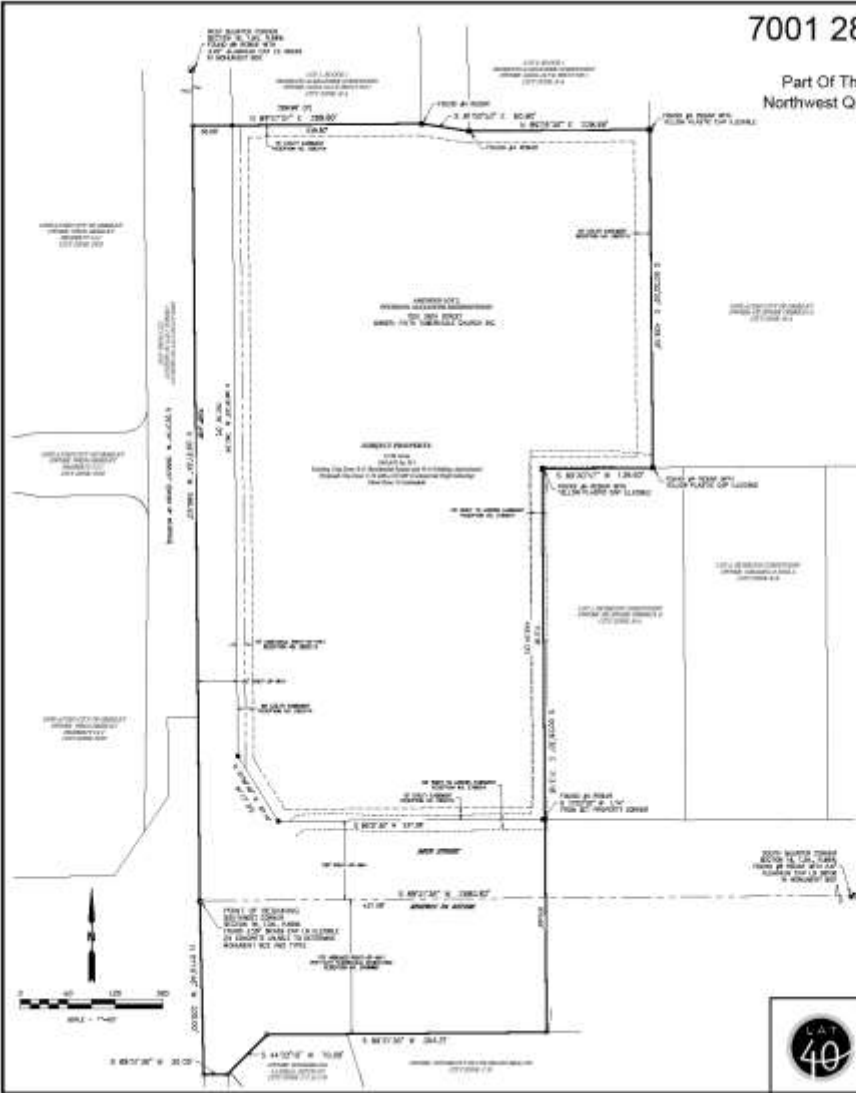


# Proposed Rezone

## 7001 28TH STREET REZONE: ZON2020-0010

### PROPERTY BOUNDARY MAP

Part Of The Southwest Quarter Of The Southwest Quarter Of Section 16, and The Northwest Quarter Of The Northwest Quarter Of Section 21, Both Of Township 5 North, Range 66 West Of The 6th P.M., City Of Greeley, County Of Weld, State Of Colorado



**LEGEND**

---	SECTION LINE
---	SECTION 16/21 LINE
---	SECTION 16/21 CORNER
■	CONCRETE MONUMENT AS SHOWN
●	IRON MONUMENT AS SHOWN
●	ST. IRON MONUMENT AS SHOWN
○	ALUMINUM MONUMENT
○	PLASTER MONUMENT



**TITLE INFORMATION:**  
This project shall not constitute a title search for any other encumbrances or interests in or to the land shown on this map, and the City of Greeley, Colorado, is not responsible for any errors or omissions on this map, and the City of Greeley, Colorado, is not responsible for any errors or omissions on this map, and the City of Greeley, Colorado, is not responsible for any errors or omissions on this map.

**LEGAL DESCRIPTION:**  
That certain parcel of land situated in the Southwest Quarter of Section 16, and the Northwest Quarter of the Northwest Quarter of Section 21, Both of Township 5 North, Range 66 West of the 6th P.M., City of Greeley, County of Weld, State of Colorado, containing approximately 12.98 acres, more or less, as shown on this map.

**PROPOSED REZONE:**  
The City of Greeley, Colorado, hereby proposes to rezone the above described parcel of land from its present zoning classification to ZON2020-0010.

**NOTICE:**  
This map is a preliminary map and is subject to change without notice. The City of Greeley, Colorado, is not responsible for any errors or omissions on this map, and the City of Greeley, Colorado, is not responsible for any errors or omissions on this map, and the City of Greeley, Colorado, is not responsible for any errors or omissions on this map.



	LAT 40, Inc. Professional Land Surveyors 6250 W. 10th Street, Unit 2 Greeley, CO 80634 O: 970-515-5294		DATE: 1/17/2020 REVISIONS: 001: 1/17/2020 002: 1/17/2020 003: 1/17/2020	PREPARED BY: DRAWN BY: CHECKED BY: TITLE:	PROJECT #: SHEET #: OF:
	PROPERTY BOUNDARY MAP FOR JAZX ENTERPRISES INC.			1 SHEET 1 OF 1	

- Approximately 12.98 acres from H-A and R-E to C-H with a DCMP to restrict uses








# Rezone Criteria

§18.30.050	
	a. Has the area changed, or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area?
	b. Has the existing zoning been in place for at least fifteen (15) years without substantial development resulting and does the existing zoning appear to be obsolete, given development trends?
N/A	c. Are there clerical or technical errors to correct?
N/A	d. Are there detrimental environmental conditions, such as flood plains, presence of irrigation ditches, inadequate drainage, slopes, unstable soils, etc., that may affect future development of this site and which may not have been considered during the original zoning of the property?

# Rezone Criteria

§18.30.050	
N/A	e. Is the proposed rezoning necessary in order to provide land for a community related use which was not anticipated at the time of adoption of the City's Comprehensive Plan; or have the policies of the City changed to the extent that a rezoning is warranted?
	f. What is the potential impact of the proposed rezoning upon the immediate neighborhood and the City as a whole (including potential noise and environmental impacts, visual impacts, the provision of City services such as police, fire, water, sewer, street and pedestrian systems and parks and recreation facilities)?
	g. Is there clear and convincing evidence that the proposed rezoning will be consistent with the policies and goals of the City's Comprehensive Plan and comply with applicable zoning overlay requirements?
	h. What is the potential impact of the proposed rezoning upon an approved zoning suitability plan for the property?

# Notice & Feedback

- **Notice mailed to twelve landowners within 500 ft.**
- **Two signs posted at the property.**
- **Noticed in the newspaper.**
- **No inquiries**



# Recommendation

- **ART Review – All comments have been addressed.**
- **Planning Commission recommends approval of the Rezone Request (ZON2020-0010)**

# Council Agenda Summary

May 4, 2021

Key Staff Contact: Anissa Hollingshead, City Clerk, 970-350-9742

**Title:**

Consideration of a resolution of the Greeley City Council endorsing the candidacy of Councilmember Dale Hall for the Executive Board of the Colorado Municipal League

**Summary:**

Councilmember Hall is seeking a position on the Executive Board of the Colorado Municipal League (CML). A Resolution of support for Councilmember Hall's candidacy is attached for Council's consideration. If approved, the application packet will be transmitted to CML.

**Fiscal Impact:**

Does this item create a fiscal impact on the City of Greeley?	N/A
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

**Legal Issues:**

None.

**Other Issues and Considerations:**

None.

**Applicable Council Priority and Goal:**

*Civic Infrastructure* – Engage community members to support civic development and services

**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:**

A motion to adopt the Resolution.

**Attachments:**

Resolution

**CITY OF GREELEY, COLORADO  
RESOLUTION \_\_\_\_\_, 2021**

**A RESOLUTION OF THE GREELEY CITY COUNCIL ENDORSING THE CANDIDACY OF COUNCIL MEMBER DALE HALL FOR THE EXECUTIVE BOARD OF THE COLORADO MUNICIPAL LEAGUE**

WHEREAS, the Greeley City Council encourages members of Council to participate in local and statewide programs and organizations to further their knowledge and experience which, in turn, enhances their service to Greeley; and

WHEREAS, the Colorado Municipal League (CML) has a long history of valuable service to the City of Greeley and Colorado municipalities statewide; and

WHEREAS, there are open positions on the Executive Board of the Colorado Municipal League, specifically for representatives from larger communities such as Greeley; and

WHEREAS, Council Member Dale Hall wishes to once again be a candidate for an at-large city position, with the selection of such candidates to be determined by a majority vote of the CML members present at the annual CML Conference in September; and

WHEREAS, Council Member Dale Hall has demonstrated his qualifications and preparation to serve in this capacity through his dedicated service at the State, County, and local level as an elected official at would be a valuable asset to CML and its membership; and

WHEREAS, the City Council of the City of Greeley is confident Council Member Dale Hall is the best candidate for this position and will serve Greeley and represent all Colorado communities in an exceptional way.

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

Section 1. The City Council wholeheartedly supports the candidacy of Council Member Dale Hall for an Executive Board position with the Colorado Municipal League.



Section 2. This resolution shall become effective immediately following its passage.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**ATTEST**

**CITY OF GREELEY, COLORADO**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

# Council Agenda Summary

May 4, 2021

## 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 Worksession Schedule regarding any upcoming meetings or events.

## Attachments

Council Meeting/Worksession Schedule  
Council Meetings/Other Events Calendar

# City Council Meeting Scheduling

Current as of 04/30/2021			
This schedule is subject to change			
Date	Description	Sponsor	Placement/Time
May 11, 2021 Worksession Meeting	COVID-19 Update	Roy Otto	0.25
	Culture, Parks and Recreation Cost Recovery Policy	Andy McRoberts	0.50
	Executive Session: City Manager Quarterly Check-in		
May 18, 2021 Council Meeting	Ordinance - Intro - Local Improvement District (LIC); Ashcroft Draw Regional Lift Station	Sean Chambers	Consent
	Ordinance – Intro – Local Improvement District (LIC); Large Sewer Trunk Main Extension into Poudre Bluffs	Sean Chambers	Consent
	COVID-19 Update	Roy Otto	Regular
	Boards & Commissions Appointments	Anissa Hollingshead	Regular
May 25, 2021 Worksession Meeting	COVID-19 Update	Roy Otto	0.25
	Keep Greeley Moving Presentation	Paul Fetherston	0.50
	Transportation Master Plan	Joel Hemesath	0.75

# May 3, 2021 - May 9, 2021

May 2021							June 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

## Monday, May 3

## Tuesday, May 4

6:00pm - City Council Meeting - Council Master Calendar

## Wednesday, May 5

7:30am - 9:00am Frontier House 10th Annual Breakfast (DoubleTree by Hilton at Lincoln Park, 919 7th Street) - Council Master Calendar

## Thursday, May 6

3:30pm - IG Adv. Board (Butler)

6:00pm - MPO (Gates/Payton)

## Friday, May 7

## Saturday, May 8

## Sunday, May 9

# May 10, 2021 - May 16, 2021

May 2021							June 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

## Monday, May 10

## Tuesday, May 11

**6:00pm - City Council Worksession Meeting** - Council Master Calendar

## Wednesday, May 12

## Thursday, May 13

**7:30am - Poudre River Trail (Hall)**

## Friday, May 14

**3:00pm - 3:30pm Promotional Pinning of Chief Brian Kuznik** (1155 10th Avenue, Fire Station No. 1) - Council Master Calendar

## Saturday, May 15

## Sunday, May 16

# May 17, 2021 - May 23, 2021

May 2021							June 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

## Monday, May 17

**4:00pm - 8:00pm Save-the-Date Terry Ranch Celebration Dinner**  
(Terry Ranch) - Council Master Calendar

## Tuesday, May 18

**6:00pm - City Council Meeting** - Council Master Calendar

## Wednesday, May 19

**2:00pm - 5:00pm Water & Sewer Board (Gates)**

## Thursday, May 20

**7:30am - 8:30am DDA (Zasada/Butler)**

**3:30pm - 4:30pm Airport Authority (Clark/Payton)**

## Friday, May 21

## Saturday, May 22

## Sunday, May 23

# May 24, 2021 - May 30, 2021

May 2021							June 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

## Monday, May 24

- 11:30am - 12:30pm Greeley Chamber of Commerce (Hall) ↻
- 6:00pm - 7:00pm Youth Commission (Butler) ↻

## Tuesday, May 25

- 6:00pm - City Council Worksession Meeting - Council Master Calendar ↻

## Wednesday, May 26

- 7:00am - 8:00am Upstate Colorado Economic Development (Gates/Hall) (Upstate Colorado Conference Room) - Council Master Calendar ↻

## Thursday, May 27

- 7:30am - Poudre River Trail (Hall) ↻

## Friday, May 28

## Saturday, May 29

## Sunday, May 30

# May 31, 2021 - June 6, 2021

May 2021							June 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

## Monday, May 31

9:00am - 9:30am Memorial Day Proclamation Presentation (Linn Grove Cemetery) - Council Master Calendar

## Tuesday, June 1

6:00pm - City Council Meeting - Council Master Calendar

## Wednesday, June 2

## Thursday, June 3

3:30pm - IG Adv. Board (Butler)

6:00pm - MPO (Gates/Payton)

## Friday, June 4

## Saturday, June 5

## Sunday, June 6



# Council Agenda Summary

March 16, 2021

## Title

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

## Council's Recommended Action

A motion to approve the above authorizations.

# Council Agenda Summary

May 4, 2021

Maria Gonzalez Estevez, Human Resources Director, 970-350-9714

**Title:**

Consideration of an Executive Session to determine positions, develop strategy and instruct negotiators regarding collective bargaining with the Greeley Police Officers Union and Greeley Fire Fighters Union Local 888

**Decision Options:**

If this item is considered favorably by City Council, the following suggested motion is needed:

I move that the City Council go into an Executive Session to discuss the following matter as provided under C.R.S. 24-6-402(4) (e)(I) and Greeley Municipal Code 2.04.020(5): to determine positions, develop strategy and instruct negotiators regarding collective bargaining with the Greeley Police Officers Union and Greeley Fire Fighters Union Local 888.

**Attachments:**

None

# Council Agenda Summary

May 4, 2021

**Title**

Adjournment