



Remote Meeting Instructions for the June 1, 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)
- 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

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 10th 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 June 1, 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

June 01, 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 Council Members
8. [Initiatives from Mayor and Council Members](#)

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.

9. [Acceptance of the Report of the April 27, 2021, City Council Worksession Report](#)
10. [Approval of the City Council Proceedings of May 4, 2021](#)
11. [Acceptance of the Report of the May 11, 2021, City Council Worksession Report](#)
12. [Consideration of a resolution authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation \(CDOT\) for construction of the 59th Avenue and “O” Street intersection improvements.](#)
13. [Consideration of a resolution of the City of Greeley City Council authorizing the City to enter into an intergovernmental agreement with the City of Evans for the construction of improvements to the Two Rivers Parkway and 37th Street intersection](#)

14. [Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2021 and for funds held in reserve for encumbrances at December 31, 2020](#)
15. [Introduction and first reading of an ordinance amending Title 24 of the Greeley Municipal Code relating to the Development Code by deleting the current Title in its entirety and adding a new Chapter 1 relating to General Provisions and a new Chapter 2 relating to Procedures.](#)
16. [Introduction and First Reading of an Ordinance Granting a Non-Exclusive Franchise to ALLO Greeley, LLC for the Right to Make Reasonable Use of, and Erect, Construct, Operate, and Maintain through the Public Rights-of-Way, Easements, and Other Public Property and Equipment Necessary and Appurtenant to the Operation and Maintenance of a Cable System and the Provision of Cable Services to Citizens within the City](#)
17. [Introduction and first reading of an ordinance amending Title 24 of the Greeley Municipal Code regarding household occupancy standards by amending the definition of "family" in Section 24-5](#)
18. [Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from PUD \(Planned Unit Development - Promontory Preliminary PUD\) to PUD \(Planned Unit Development - Promontory Preliminary PUD, Areas M & N, 1st Amendment\) zoning within Tract B, Promontory Imagine School, Second Filing only for approximately 40.91 acres of property, located north of Highway 34 Bypass, east of Promontory Parkway and south of future 20th Street.](#)

End of Consent Agenda

19. Pulled Consent Agenda Items
20. [Appointment of applicants to the Citizen Transportation Advisory Board, Human Relations Commission, and Youth Commission](#)
21. [Scheduling of Meetings, Other Events](#)
22. 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
23. Adjournment



Pride Month

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

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

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

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

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

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim the month of June 2021 as Pride Month in the City of Greeley in support of the LGBTQ community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 1st day of June, 2021.

John Gates
Mayor

Title:

AARP Networks of Age Friendly Communities Certificate of Induction

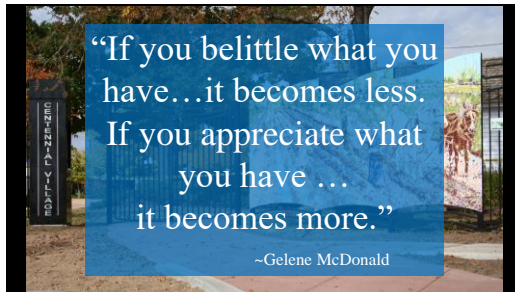
Background:

AARP in conjunction with United Way of Weld County is proud to present the City of Greeley with a certificate of induction into the AARP Network of Age-Friendly Communities. This network includes over 500 communities across the nation and six states, Colorado being one of those, that have chosen to emphasize age-friendly needs in their communities when looking at long-term planning, transportation, housing, health care and community engagement.

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



Congratulations to the University poms team for winning the Class 3A poms state title. This is the Bulldog's third state title in the past five state spirit competitions.

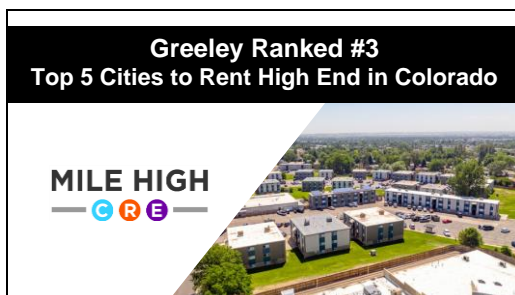
Slide 4



The National Association of Community Health Centers has recognized Sunrise Community Health with the 2021 Outstanding Migrant Health Center Award.

The health center was selected from among 1,400 fellow community and migrant health centers.

Slide 5



Greeley has been ranked #3 on Mile High CRE's list of 'Top 5 Cities to Rent High End in Colorado'. Using apartment data provided by Yardi Matrix and apartment data for more than 600 cities, the list reveals where renters can find luxury apartments with generous square footage, in a desirable location, at a great price.

Slide 6



Northern Colorado track and field brought some hardware back to Greeley from the Big Sky Championship for the men and women.

Freshman Welre Olivier earned the Big Sky Championship triple jump title, despite it not being his best performance this year. And, the women's 1600 meter (4x400) relay squad also earned a gold medal with a time of 3 minutes, 44.3 seconds.

Slide 7



Only two professors in the United States have won seven Fulbright awards, and one of them works at the University of Northern Colorado. Karen Barton is a first generation scholar with a Ph.D in Geography. She has been awarded the Fulbright Hays Fellowship, funded by Fulbright Hays and the Department of Education, for an upcoming research project in Mexico — her seventh such distinction. The mission of Fulbright is to improve intercultural relations, cultural diplomacy and intercultural competence between the American people of the United States and other countries.

Slide 8



And that's What's Great about Greeley.

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:
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</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:
			funding mechanism(s). An initial assessment with design parameters, recommended course(s) of action including recommended funding sources, is expected in June, 2021 post consultation with the Mines student project and engineering consultants. Although this project will carry on m practicality through committee work	
06-2021	Council Member Butler asked that staff research cost, timeline, and any other pertinent information for conducting a poll to gauge support for an open space tax. Council consensus was reached for staff to proceed with this request.	May 25, 2021 Worksession Meeting	A memo is attached from staff in response to this request and this petition is closed.	Paul Fetherston



DATE: May 28, 2021
 TO: City Council
 FROM: Paul Fetherston
 RE: November 2021 Ballot Initiatives – Request for Additional Polling

During the May 25, 2021 Work Session regarding the reauthorization of the Keep Greeley Moving sales tax as a part of the November 2021 ballot, there was a consensus of the City Council to request that staff research the cost, timeline and any other pertinent information for conducting a poll to gauge support for an open space/ natural trails and areas tax. This information is presented in response to that request.

Background and Information:

During its May 14, 2019 work session, City Council received a presentation on the City's Natural Areas and Trails funding strategy which identified the potential for a new 0.25 sales tax for open space. As a part of the presentation, the Culture Parks and Recreation Department highlighted the following results of a community survey completed in 2018. (Note: The community survey is not the equivalent of a poll of registered voters.)

Question: There are many ways that the city could generate additional funding to address three different areas, although it does not have enough funding to do it now. The following is a list of several potential sources for additional funding. For each one, indicate if you had the opportunity to vote on a measure to increase funding for some of the specific projects, would you vote Yes in favor or No against that proposal:

	Definitely Yes	Yes
Increasing taxes by extending the existing three-tenths of one cent sales tax and use it for improvements to roads, public buildings, parks and open space	28%	69%
Increase taxes through a new sales and use tax of one-tenth of one cent and use it for conserving wildlife habitat, working farms, and lands along the Poudre River, as well as parks and trails	28%	61%
Increase taxes through a new sales and use tax of one-quarter of one cent and use it for conserving wildlife habitat, working farms, and land along the Poudre River, as well as parks and trails	28%	58%

After consideration of the information presented, the City Council determined that it was not time to move forward with a tax increase primarily because a specific plan was not in place that outlined the financial needs for and uses of an open space tax.

In June 2020, the City conducted polling relative to a reauthorization of both the Food Sales Tax and Keep Greeley Moving Sales Tax. At the time, the poll also included the following question regarding support for a natural areas and trails/ open space tax:

“Finally, let’s assume for a moment that in addition to the two tax renewals we’ve been talking about, you were also considering a third proposal. This proposal would create a new, dedicated sales tax of one quarter of one percent (0.25%) on all purchases in order to fund the acquisition and maintenance of natural areas and trails around Greeley. If you had to decide today, would you support or oppose this proposal?”

The polling results were presented to City Council during its June 23, 2020 Work Session. The specific polling results regarding the natural areas and trails/ open space are listed below:

	Support	Oppose	Undecided
Support/ Oppose	4%	5%	
Probably	22%	11%	
Definitely	22%	26%	
TOTAL	48%	42%	10%

At that time, it was the consensus of City Council to not move forward with a natural areas and trails/ open space sales tax initiative.

The cost to conduct a poll through the services contracted through a competitive process with Strategies360 ranges from \$19,000 - \$33,000 depending upon the number of questions asked and duration of the poll. Strategies360 has developed a tentative timeframe to complete the poll which is provided below – including an anticipated date for presentation of results to City Council:

	Timeframe
Polling in field	Starting June 28
Presentation of Polling Results	July 15

As discussed during the May 25, 2021 work session, moving a new sales tax item forward on the November 2021 ballot poses challenges such as the following:

- Cause potentially negative impacts on the Keep Greeley Moving renewal effort;
- A new sales tax would typically move through a body such as the Citizen Budget Advisory Committee for its recommendation. Such a referral could still happen with compressed timeframes for analysis and discussion; and
- The success of any tax initiative is positively correlated to the existence of and support from a citizen support committee. At this time, no committee is in place for this specific issue and the time to effectively communicate is very short.

In addition, it is important to note that during the February 2020 City Council retreat, the Council established a strategic work program item “Create comprehensive City services funding

strategy”. This effort is intended to engage in analysis and planning for all needs, and align the short and long term needs with the appropriate revenue sources (align specific tax with for specific services such as KGM for roads). Conducting additional polling focused on this concept and that includes questions about all needs such as open space, roads, facilities, public safety, etc. If this concept is supported by Council, staff’s recommendation is to complete this survey in 2022 as was originally contemplated.

Consent Agenda

June 1, 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 18 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) ____

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
April 27, 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

Emergency Manager Dan Frazen referenced the City's Dash Board, which is updated daily, and suggested a once-monthly, in-person COVID-19 update to Council. Council Members generally agreed that this would be a good shift knowing that the frequency of updates could increase if warranted, and requested that the link to the Dash Board continue to be shared with the Council.

In response to a question from Council Member Clark, City Manager Roy Otto noted that effective May 3rd, all City administrative offices will be open and staffed, utilizing a cohort setup rotating every week until everyone has the opportunity to cycle through their vaccines.

5. Discussion on Sustainability Program Research

Deputy City Manager Raymond Lee reported that Council Member Butler has posed an Initiative for City staff to research and bring back to Council options for establishing a new sustainability commission with the goal of long-term sustainability in Greeley as well as promoting economic development and environmental health for future generations.

He added that a commission could address issues such as recycling, sustainable job growth development, and open spaces.

Deputy Manager Lee went on to provide a presentation sharing what was gleaned from staff research into current practices by the City of Greeley, as well as best management practices of other cities. He also reported that staff would recommend a Sustainability Task Force with members appointed by the City Manager rather than a long-term Commission appointed by the City Council.

Discussion ensued about the information shared in the presentation, and generally, Council Members expressed that many sustainability efforts are already happening across the City organization and that a Task Force or a Commission is not needed at this time.

Mayor Gates agreed that many things are happening, but agreed that more could potentially be done in this regard in an effort at being more forward thinking. Council Member Butler agreed and noted he would still support this Initiative.

There was no consensus reached from the Council for moving forward with a Sustainability Program at this time, and City staff was thanked for their time and research efforts.

7. Scheduling of Meetings, Other Events

Manager Otto noted that there were no additional meetings or events scheduled.

8. Consideration of an Executive Session to instruct negotiators and to confer with the City Attorney for the purpose of receiving legal advice related to the City's pending litigation against the manufacturers, distributors and wholesalers of opioid medications, as authorized by C.R.S. §§ 24-6-402(4)(b) and 24-6-402 (e)(I) and Greeley Municipal Code 2-151 §§ (a)(2) and 2-151(a)(5)

Council Member Payton moved, seconded by Council Member Fitzsimmons, to move into an Executive Session for the purposes of instructing negotiators and to confer with the City Attorney for the purpose of receiving legal advice related to the City's pending litigation against the manufacturers, distributors, and wholesalers of opioid medications, as authorized by C.R.S. §§24-6-402(4)(b) and 24-6-402 (3)(I) and Greeley Municipal Code 2-151 §§(a)(2) and 2-151(a)(5).

The motion carried: 7-0

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

Council Member Payton moved, seconded by Council Member Zasada, to move into Executive Session for the purpose of determining positions, developing strategy, and instructing negotiators regarding collective bargaining with the Greeley Fire Fighters Union Local 888 as authorized by C.R.S. §24-(4)(e)(1) and Greeley Municipal Code

§2.04.020(a)(5).

The motion carried: 7-0

10. Adjournment

There being no further business to come before the Council, the Worksession was adjourned at 6:24 p.m., and Council moved into their first Executive Session. The first Executive Session began at 6:30 p.m. and was adjourned at 7:35 p.m. The second Executive Session began at 7:38 p.m. and adjourned at 8:16 p.m.

John Gates, Mayor

Cheryl Aragon, Deputy City Clerk

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
May 04, 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 Michael Fitzsimmons
Council Member Dale Hall
Council Member Ed Clark
Council Member Kristin Zasada

4. Approval of the Agenda

The agenda was approved as presented.

5. Recognitions and Proclamations

Mayor Gates presented a proclamation recognizing Mental Health Month. Larry Pottorff and Jim Riesberg accepted the proclamation and offered remarks.

Mayor Gates also presented a proclamation in recognition of Historic Preservation Month. Bob Brunswig accepted the proclamation and offered remarks.

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

Mayor Gates offered remarks recognizing Peggy Ford Waldo, a long time City employee who recently passed.

6. Citizen Input

No written comments were received and there was no one in the virtual meeting audience wishing to provide feedback.

7. Reports from Mayor and Councilmembers

Mayor Gates wished the men and women of the Fire Department a happy international firefighter's day. He also made note of the increasing resumption of live events in the community, including the Boys and Girls Club annual banquet the prior Saturday as well as would be attending the Frontier House annual breakfast the next morning.

8. Initiatives from Mayor and Councilmembers

Council Member Hall provided a follow up on the Poudre River Narrows project, regarding the recommendations provided by the Colorado School of Mines for the area to reduce erosion.

Council Member Butler asked if there would be a Pride Month proclamation for June, and noted that he would be asking for consensus for that if one was not already being planned.

Consent Agenda

Council Member Zasada moved, seconded by Council Member Hall, to approve the recommended actions on items 9-12 on the consent agenda as presented. The motion carried 7-0.

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

The Council action recommended and approved was to accept the report as presented.

10. Approval of the City Council Proceedings of April 20, 2021

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

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

The Council action recommended was to adopt the resolution.

Resolution No. 2021-14 approving the dissolution of the Industrial Water Bank was adopted.

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

The Council action recommended was to adopt the resolution.

Resolution No. 2021-15 authorizing entry into the first amendment to the IGA was adopted.

End of Consent Agenda

13. Pulled Consent Agenda Items

None.

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”)

Sean Chambers, Water and Sewer Director, introduced this item and introduced Cole Gustafson to present as set forth in the PowerPoint in the agenda packet.

Mayor Gates opened the public hearing at 6:27 p.m.

There being no one to speak, the public hearing was closed at 6:27 p.m.

Council Member Fitzsimmons moved, seconded by Council Member Zasada, to adopt the ordinance and publish with reference to title only.
The motion carried 7-0.

Ordinance No. 2021-13 authorizing the sale of an easement was adopted.

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

Brad Mueller, Community Development Director, introduced the item and Planner Caleb Jackson to present as set forth in the PowerPoint in the agenda packet.

Mayor Gates invited the applicant to make any comments if desired. No one was present on behalf of the applicant.

Mayor Gates opened the public hearing at 6:33 p.m.

There being no one to speak, the public hearing was closed at 6:33 p.m.

Two motions

Council Member Clark moved, seconded by Council Member Zasada, to adopt the ordinance and publish with reference to title only.
The motion carried 7-0.

Council Member Clark moved, seconded by Council Member Zasada, 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.
The motion carried 7-0.

Ordinance No. 2021-14 rezoning the property at 7001 28th Street to C-H (Commercial High Intensity) Zoning was adopted.

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

Mayor Gates noted there was no staff report on this item.

Council Member Fitzsimmons moved, seconded by Council Member Zasada, to amend the third through fifth whereas clauses in the resolution as follows:

WHEREAS, there are open positions on the Executive Board of the Colorado Municipal League, specifically for representatives ~~from larger communities such as Greeley~~ in the large municipality category; 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~~ their Business Meeting in June; 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~~ and would be a valuable asset to CML and its membership; and

The motion carried 7-0.

Council Member Hall noted the changes being proposed.

Council Member Butler moved, seconded by Council Member Fitzsimmons, to approve the resolution as amended.
The motion carried 7-0.

Resolution No. 2021-16 endorsing the candidacy of Council Member Dale Hall for the CML Executive Board was adopted.

17. Scheduling of Meetings, Other Events

Acting City Manager Paul Fetherston noted the recommendation of staff to cancel the May 18 meeting of the City Council.

Council Member Hall moved, seconded by Council Member Clark, to cancel the May 18 City Council meeting.
The motion carried 7-0.

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

Council Member Clark moved, seconded by Council Member Hall, to approve the above authorizations.
The motion carried 7-0.

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

Council Member Payton moved, seconded by Council Member Hall, to enter executive session.
The motion carried 7-0.

20. Adjournment

Mayor Gates adjourned the meeting to the executive session at 6:43 p.m. The executive session was called to order at 6:49 p.m. and paused at 6:59 p.m. The executive session resumed at 7:00 p.m. and adjourned at 7:15 p.m.

John Gates, Mayor

Anissa N. Hollingshead, City Clerk

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
May 11, 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 Dale Hall

Council Member Michael Fitzsimmons

Council Member Ed Clark

Council Member Kristin Zasada

EXCUSED

Council Member Brett Payton

4. Reports from Mayor and Council Members

Andy McRoberts, Culture, Parks and Recreation Director, advised that the City continues to follow the mask order issued by the State and works to prevent a virus super-spreader event with the use of registration requirements and reduced capacity limits until conditions allow otherwise.

Mayor Gates suggested that this topic be scheduled for an upcoming meeting for additional dialogue and determinations.

5. Cost Recovery Model for Culture, Parks and Recreation (CPRD)

Director McRoberts reported that the Department relies on user fees and charges to supplement the City's overall subsidy of operations, and as such, it is important to capture an overall plan that identifies acceptable operational subsidies utilizing Greeley Taxpayer funds. He shared that the Department secured the services of 110%, Inc. in early 2020 to create and formalize a Cost Recovery Model for the Department's programs, facilities, and services.

Director McRoberts introduced Jamie Sabbach with 110%, Inc., who reported that Director McRoberts and the staff have been incredibly professional to work with and have been very resilient during very challenging times. She stated that the Cost Recovery Model helps capture further insight into the Department's data collection process that will aid in the determination of financial viability of programs and services based on overall targets for each service category, which she outlined for Council.

Director McRoberts advised that this Cost Recovery Model has been reviewed and well received by the Parks & Recreation Advisory Board and will be utilized to develop fees that are adopted annually by the City Council through the budget process.

Council Member Clark inquired about the ongoing mask mandate, reduced capacity levels, and sign-up registration requirements for the Downtown Rec Center and the FunPlex.

The Council thanked the staff and consultant for their work on this Cost Recovery Model.

6. Scheduling of Meetings, Other Events

City Manager Roy Otto invited the Mayor and Council Members to participate in the Public Works Director Candidate Meet and Greet set for Friday, May 14th, beginning at 11:30 a.m. in the Training Room at City Hall.

No other meetings or events were scheduled.

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

Council Member Fitzsimmons moved, seconded by Council Member Butler, to move into Executive Session for the purpose of determining positions, developing strategy, and instructing negotiators regarding collective bargaining with the Greeley Fire Fighters Union Local 888 as authorized by C.R.S. §24-(4)(e)(1) and Greeley Municipal Code.

The motion carried 6-0.

Excused: Council Member Payton

8. Adjournment

There being no further business to come before the Council, the Worksession was adjourned at 6:30 p.m., and Council Members moved into Executive Session. The Executive Session began at 6:34 p.m. and adjourned at 7:43 p.m.

John Gates, Mayor

Cheryl Aragon, Deputy City Clerk

Council Agenda Summary

Key Staff Contact: Joel Hemesath, Deputy Public Works Director, 970-350-9795

Title:

Consideration of a resolution authorizing the City to enter into an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for construction of the 59th Avenue and "O" Street intersection improvements.

Summary:

The 59th Avenue and "O" Street intersection is the intersection of two regional roadways as identified in the City's 2035 Master Transportation Plan, the North Front Range MPO Regional Transportation Plan, as well as Weld County's Transportation plan. The City and County have been working collaboratively on design improvements to this intersection that is currently in both jurisdictions. This intersection experiences significant delays during peak times and needs capacity improvements to meet today and future demands. A roundabout is being proposed to improve this intersections capacity and improve the safety, similarly to the new roundabout being built at 35th Avenue.

The City has been successful in getting a grant that will partially pay for the estimated \$6.68 million construction costs. Additionally, due to Weld County having some jurisdiction of this intersection, and the impact the intersection has on adjacent County roads they have agreed to contribute 25% of the construction costs to the project.

Construction is anticipated to start the Spring of 2022 and be completed by Fall of 2022.

Project Construction Funding

CDOT Grant	\$1,431,535.00
Local Match	\$297,581.00
Weld County (25%)	\$ 1,669,565.00
Greeley Additional Construction Funding	\$ 3,279,581.01*
Total Project Funding	\$ 6,678,262.01

*2022 Funding from Road Development Fund

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Onetime
What is the annual impact?	No
What fund of the City will provide Funding?	Road Development Fund
What is the source of revenue within the fund?	Fees on new construction
Is there grant funding for this item?	Yes
If yes, does this grant require a match?	Yes - \$297,581

Is this grant onetime or ongoing?	Onetime
Additional Comments:	The additional funding from the City will come from the City's Road Development Fund to cover the balance of the project and is planned as a part of the 2022 capital budget.

Legal Issues:

This agreement has been reviewed by the City Attorney's Office and there are no concerns with the agreement.

Other Issues and Considerations:

None.

Strategic Work Program Item or Applicable Council Priority and Goal:

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

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:

Resolution
IGA

**CITY OF GREELEY, COLORADO
RESOLUTION NO. _____, 2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF THE 59TH AVENUE AND "O" STREET INTERSECTION IMPROVEMENTS

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

WHEREAS, the City of Greeley ("the City") and the Colorado Department of Transportation ("CDOT") wish to enter into an intergovernmental agreement ("IGA") for roadway improvements at the intersection of 59th Avenue and "O" Street ("the Project"); and

WHEREAS, CDOT is responsible for the general administration and supervision of the performance of projects, including the administration of federal funds pursuant to CDOT's Stewardship Agreement with the Federal Highway Administration; and

WHEREAS, the CDOT is willing to provide 82.79% of the Project's costs, or One Million Four Hundred Thirty One Thousand Five Hundred Thirty Five Dollars (\$1,431,535); and

WHEREAS, the City is willing to provide 17.21% of the Project's costs, or Two Hundred Ninety Seven Thousand Five Hundred Eighty One Dollars (\$297,581); and

WHEREAS, the City desires to comply with the applicable requirements for CDOT's general administration and supervision of the Project through this IGA, in order to obtain federal funds; and

WHEREAS, the City is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the work on the Project; and

WHEREAS, CDOT and the City believe it will be beneficial to complete the Project to improve traffic movement and safety at the 59th Avenue and "O" Street intersection; and

WHEREAS, it is in the best interest of the citizens of the city for City Council to enter into this Agreement.

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

Section 1. The City Council hereby authorizes the City to enter into the IGA entitled "State of Colorado Department of Transportation Agreement with City of Greeley," a copy of which is attached hereto and incorporated herein as Exhibit A.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ day of _____, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation			Agreement Routing Number 21-HA4-XC-00094
Local Agency CITY OF GREELEY			Agreement Effective Date The later of the effective date or April 27, 2021
Agreement Description GREELEY O STREET AND 59TH AVENUE ROUNDBOUT			Agreement Expiration Date April 26, 2031
Project # STU M570- 052 (21994)	Region # 4	Contract Writer VJM	Agreement Maximum Amount \$1,729,116.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

<p style="text-align: center;">LOCAL AGENCY CITY OF GREELEY</p> <p>Please see Greeley Signature Page Immediately Following</p> <p>See attached City of Greeley Signature Block</p> <p>_____ By: (Print Name and Title)</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>_____ Stephen Harelson, P.E., Chief Engineer</p> <p>Date: _____</p>
<p>2nd State or Local Agency Signature if Needed</p> <p>Please see Greeley Signature Page Immediately Following</p> <p>_____ By: (Print Name and Title)</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>_____ Assistant Attorney General</p> <p>_____ By: (Print Name and Title)</p> <p>Date: _____</p>

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Effective Date: _____

CITY OF GREELEY SIGNATURE PAGE

Dated this ___ day of _____, 20____.

THE CITY OF GREELEY, COLORADO

By: _____
John Gates, Mayor

ATTEST:

By: _____
Anissa Hollingshead, City Clerk

APPROVED AS TO LEGAL FORM

By: _____
Douglas Marek, City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Roy Otto, City Manager

AVAILABILITY OF FUNDS:

By: _____
John Karner, Director of Finance

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- EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS
- EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
- EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; 2) before the encumbering document for the respective phase *and* the official

Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, the expiration of Multimodal Transportation Options Funding (“MMOF”) if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of MMOF will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on April 26, 2031 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-

101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Agreement Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- D. **"Budget"** means the budget for the Work described in **Exhibit C**.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. **"Consultant"** means a professional engineer or designer hired by Local Agency to design the Work Product.
- G. **"Contractor"** means the general construction contractor hired by Local Agency to construct the Work.
- H. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- I. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- J. **"Evaluation"** means the process of examining Local Agency's Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- K. **"Exhibits"** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
- L. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- M. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient.

- N. “**FHWA**” means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- O. “**Goods**” means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.
- P. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- Q. “**Initial Term**” means the time period defined in **§2.B**
- R. “**Multimodal Transportation Options Funding**” or “**MMOF**” means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund.
- S. “**Notice to Proceed**” means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- T. “**OMB**” means the Executive Office of the President, Office of Management and Budget.
- U. “**Oversight**” means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- V. “**Party**” means the State or Local Agency, and “**Parties**” means both the State and Local Agency.
- W. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- X. “**Recipient**” means the Colorado Department of Transportation (CDOT) for this Federal Award.
- Y. “**Services**” means the services to be performed by Local Agency as set forth in this Agreement, and shall include any services to be rendered by Local Agency in connection with the Goods.
- Z. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- AA. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- BB. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. “**State Purchasing Director**” means the position described in the Colorado Procurement Code and its implementing regulations.
- DD. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- EE. “**Subcontractor**” means third-parties, if any, engaged by Local Agency to aid in performance of the Work.
- FF. “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- GG. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

HH. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.

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

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

6. STATEMENT OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
- b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
- c. Prepare provisions and estimates in accordance with the most current version of the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
- e. Stamp the Plans as produced by a Colorado registered professional engineer.
- f. Provide final assembly of Plans and all other necessary documents.
- g. Ensure the Plans are accurate and complete.
- h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
- b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
- c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State’s approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency’s attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
 - (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
 - (c) The consultant shall review the construction Contractor’s shop drawings for conformance with the contract documents and compliance with the provisions of the State’s publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
 - (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for

contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.
 - (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant to the following categories:

- 1) Right of way acquisition (3111) for federal participation and non-participation;
- 2) Relocation activities, if applicable (3109);
- 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E.**

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part by the State with MMOF there is an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. In order to receive payment from the State or credit for the match, Work must be completed prior to the expiration date of funding and invoiced in compliance with C.R.S. §§24-75-102(a) and 24-30-202(11). Billing for this work must be submitted 30 days prior to the end of the State Fiscal Year which is June 30th.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and

this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A.**).

C. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D**. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2, C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2, C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2, C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. The State may update any information contained in **Exhibit C**, Sections 2 and 4 of the Table, and sub-sections B and C of the **Exhibit C**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as

provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA has not closed this Federal Award within 1 year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon

times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;

- c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any 1 fire.
- iii. Automobile Liability
- Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- iv. Protected Information
- Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJJ, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
- a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
- v. Professional Liability Insurance
- Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
- a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- vi. Crime Insurance
- Crime insurance including employee dishonesty coverage with minimum limits as follows:
- a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- C. Additional Insured
- The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.
- D. Primacy of Coverage
- Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.
- E. Cancellation
- All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.
- F. Subrogation Waiver
- All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates
- For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective

Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B, shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as

described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party’s principal representative at the address set forth below or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Jake Oneal, Program Manager
CDOT Region 4
10601 W. 10th Street
Greeley, CO 80634
970-350-2143
jake.oneal@state.co.us

For the Local Agency

City of Greeley
Brian Ward, Project Manager
1001 9th Avenue
Greeley, CO 80631
970-550-9357
Brian.ward@greeleygov.com

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights

or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §20.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

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

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

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

K. Order of Precedence

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

- i. Colorado Special Provisions in the main body of this Agreement.
- ii. The provisions of the other sections of the main body of this Agreement.
- iii. **Exhibit A**, Statement of Work.
- iv. **Exhibit D**, Local Agency Resolution.
- v. **Exhibit C**, Funding Provisions.
- vi. **Exhibit B**, Sample Option Letter.
- vii. **Exhibit E**, Local Agency Contract Administration Checklist.
- viii. Other exhibits in descending order of their attachment.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

O. Waiver

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

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

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

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

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

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State.

Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due

under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

Revised 11-1-18

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as Exhibit F, Exhibit I, Exhibit J, Exhibit K and Exhibit M are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of Exhibit G and Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program’s requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency’s DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

24. DISPUTES

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

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EXHIBIT A
STATEMENT OF WORK

**O Street and 59th Avenue Roundabout
STU M570-052 (21994)**

CDOT will oversee the City when the City designs and constructs the O Street and 59th Avenue roundabout (hereinafter referred to as “this work”). CDOT and the City believe it will be beneficial to perform this work to improve and reduce congestion and improve travel times for the O Street and 59th Avenue corridors.

The design will be completed in accordance with AASHTO design standards, the Americans with Disabilities Act, and all applicable state, federal and local rules and regulations. The design phase of the work may begin in the summer of 2020 with local overmatch and will identify more exact requirements, qualities, and attributes for this work (herein after referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the contract is anticipated to begin in 2022.

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EXHIBIT B**SAMPLE IGA OPTION LETTER**

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name: _____

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the performance of this Agreement and/or update a Work Phase Performance Period.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency), the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the performance of this Agreement and/or update a Work Phase Performance Period.

The total encumbrance as a result of this option and all previous options and/or amendments is now \$0.00, as referenced in **Exhibit C-1**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: as referenced in **Exhibit C-1**.

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

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

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

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

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C **FUNDING PROVISIONS**

EXHIBIT C– FUNDING PROVISIONS

STU M570-052 (21994)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$1,729,116.00, which is to be funded as follows:

1. BUDGETED FUNDS				
a.	Federal Funds (82.79% of Participating Costs)			\$1,431,535.00
b.	Local Agency Matching Funds (17.21% of Participating Costs)			\$297,581.00
TOTAL BUDGETED FUNDS				\$1,729,116.00
2. OMB UNIFORM GUIDANCE				
a.	Federal Award Identification Number (FAIN):			TBD
b.	Federal Award Date (also Phase Performance Start Date):			See Below
c.	Amount of Federal Funds Obligated:			\$0.00
d.	Total Amount of Federal Award:			\$1,431,535.00
e.	Name of Federal Awarding Agency:			FHWA
f.	CFDA# - Highway Planning and Construction			CFDA 20.205
g.	Is the Award for R&D?			No
h.	Indirect Cost Rate (if applicable)			N/A
3. ESTIMATED PAYMENT TO LOCAL AGENCY				
a.	Federal Funds Budgeted			\$1,431,535.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs			\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$1,431,535.00
4. FOR CDOT ENCUMBRANCE PURPOSES				
a.	Total Encumbrance Amount			\$1,729,116.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109			\$0.00
Net to be encumbered as follows:				\$1,729,116.00
<i>NOTE: No funds are currently available. Funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.</i>				
WBS Element 21994.10.30	Performance Period Start*/End Date TBD / TBD	Design	3020	\$0.00
WBS Element 21994.20.10	TBD / TBD	Const.	3301	\$0.00

*The Local Agency should not begin work until all three of the following are in place:

- 1) Phase Performance Period Start Date; 2) The execution of the document encumbering funds for the respective phase; and
- 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 82.79% federal-aid funds to 17.21% Local Agency funds, it being understood that such ratio applies only to the \$1,729,116.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$1,729,116.00, and additional federal funds are made available for the Work, the Local Agency shall pay 17.21% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$1,729,116.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,431,535.00 (for CDOT accounting purposes, the federal funds of \$1,431,535.00 and the Local Agency matching funds of \$297,581.00 will be encumbered for a total encumbrance of \$1,729,116.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. A. of this contract.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT E LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. STU M570-052	STIP No. SNF5788.049	Project Code 21994	Region 04
Project Location O Street and 59 th Avenue Intersection			Date 4/20/2021
Project Description O Street and 59 th Avenue Roundabout			
Local Agency City of Greeley	Local Agency Project Manager Brian Ward		
CDOT Resident Engineer Bryce Reeves	CDOT Project Manager Jake Oneal		
INSTRUCTIONS:			
This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i> .			
The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.			
Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.			
The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2-1	Review Project to ensure consistency with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4-1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5-1	Prepare Design Data - CDOT Form 463		X
5-2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5-3	Conduct Consultant Selection/Execute Consultant Agreement	X	
5-4	Conduct Design Scoping Review meeting	X	X
5-5	Conduct Public Involvement	X	
5-6	Conduct Field Inspection Review (FIR)	X	
5-7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	X
5-8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
5-9	Obtain Utility and Railroad Agreements	X	
5-10	Conduct Final Office Review (FOR)	X	
5-11	Justify Force Account Work by the Local Agency	X	#
5-12	Justify Proprietary, Sole Source, or Local Agency Furnished items	X	#
5-13	Document Design Exceptions - CDOT Form 464	X	#
5-14	Prepare Plans, Specifications and Construction Cost Estimates	X	#
5-15	Ensure Authorization of Funds for Construction		X

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6-1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6-2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) _____ Bryce Reeves CDOT Resident Engineer (Signature on File) 5/4/2020 Date		X
6-3	Set On-the-Job Training Goals.		X
6-4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7-1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	#
7-2	Advertise for Bids	X	
7-3	Distribute "Advertisement Set" of Plans and Specifications	X	
7-4	Review Worksite and Plan Details with Prospective Bidders While Project is Under Advertisement	X	
7-5	Open Bids	X	
7-6	Process Bids for Compliance	X	
	Check CDOT Form 1415 - Certificate of Proposed DBE Participation when the low bidder meets DBE goals		X
	Evaluate CDOT Form 1416 - DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7-7	Concurrence from CDOT to Award		X
7-8	Approve Rejection of Low Bidder		X
7-9	Award Contract	X	#
7-10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8-1	Issue Notice to Proceed to the Contractor	X	
8-2	Project Safety	X	
8-3	Conduct Conferences:		
	Pre-construction Conference (Appendix B)	X	
	Presurvey		
	• Construction staking	X	
	• Monumentation	X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	X	
	Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
	HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
8-4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8-5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." _____ Brian Ward 970-350-9357 Local Agency Professional Engineer or Phone number CDOT Resident Engineer	X	

CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10-1	Fulfill Project Bulletin Board and Pre-construction Packet Requirements	X	
10-2	Process CDOT Form 205b - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10-3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10-4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" requirements	X	
10-5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10-6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	#
10-7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11-1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)	X	#
11-2	Write Final Project Acceptance Letter	X	
11-3	Advertise for Final Settlement	X	
11-4	Prepare and Distribute Final As-Constructed Plans	X	
11-5	Prepare EEO Certification	X	
11-6	Check Final Quantities, Plans and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11-7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11-8	Obtain CDOT Form 1419 - Contractor DBE Payment Certification from the Contractor and submit to the Resident Engineer (Quarterly)	X	
11-9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor		NA
11-10	Process Final Payment	X	
11-11	Complete and Submit CDOT Form 950 - Project Closure		X
11-12	Retain Project Records for Six Years from Date of Project Closure	X	X
11-13	Retain Final Version of Local Agency Contract Administration Checklist	X	X

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request: Business Programs Office

Colorado Department of Transportation 2829 West Howard Place

Denver, Colorado 80204

Phone: (303) 757-9007

REVISED 1/22/98

REQUIRED BY 49 CFR PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
- b. Past performance,
- c. Willingness to meet the time and budget requirement,
- d. Location,
- e. Current and projected work load,
- f. Volume of previously awarded contracts, and
- g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)
 - (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K
FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2.** A foreign public entity;
- 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.


8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.


Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

 CDOT SUBRECIPIENT RISK ASSESSMENT		Date: 		
Name of Entity (Subrecipient):				
Name of Project / Program:				
Estimated Award Period:				
Entity Executive Director or VP:				
Entity Chief Financial Officer:				
Entity Representative for this Self Assessment:				
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No	N/A
EXPERIENCE ASSESSMENT		Yes	No	N/A
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	<input type="checkbox"/>	<input type="checkbox"/>	
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	<input type="checkbox"/>	<input type="checkbox"/>	
MONITORING/AUDIT ASSESSMENT		Yes	No	N/A
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	a) Were there non-compliance issues in this prior review?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) What were the number and extent of issues in prior review?	<input type="checkbox"/> <small>1 to 2</small>	<input type="checkbox"/> <small>>3</small>	<input type="checkbox"/>
OPERATION ASSESSMENT		Yes	No	N/A
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
FINANCIAL ASSESSMENT		Yes	No	N/A
7	a) Does your entity have an indirect cost rate that is approved and current?	<input type="checkbox"/>	<input type="checkbox"/>	
	b) If Yes, who approved the rate, and what date was it approved?			
8	Is this grant/award 10% or more of your entity's overall funding?	<input type="checkbox"/> <small>>10%</small>	<input type="checkbox"/> <small><10%</small>	
9	Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Has your entity had difficulty meeting local match requirements in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	<input type="checkbox"/>	<input type="checkbox"/>	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	<input type="checkbox"/>	<input type="checkbox"/>	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	<input type="checkbox"/>	<input type="checkbox"/>	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	How many total FTE perform accounting functions within your organization?	<input type="checkbox"/> ≥ 6	<input type="checkbox"/> 2 to 5	<input type="checkbox"/> < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	<input type="checkbox"/>	<input type="checkbox"/>	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</p>			
<p><input type="checkbox"/> By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.</p> <div style="display: flex; justify-content: space-between; align-items: center;">  Tool Version: v2.0 (081816) </div>			

**EXHIBIT M - OMB Uniform Guidance for Federal
Awards Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 9. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 9.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 9.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 9.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37
 - 9.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 9.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 9.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 9.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 9.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
 - 9.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
 - 9.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
 - 9.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 10. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions

automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.
- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

- 6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants foremployment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- 4.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-

3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 4.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.
- 1.8.Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30

days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. **Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Council Agenda Summary

Key Staff Contact: Joel Hemesath, Deputy Public Works Director, 970-350-9795

Title:

Consideration of a resolution of the City of Greeley City Council authorizing the City to enter into an intergovernmental agreement with the City of Evans for the construction of improvements to the Two Rivers Parkway and 37th Street intersection

Summary:

The City of Greeley and the City of Evans have been working collaboratively on design of a traffic signal at the intersection Two Rivers Parkway and 37th Street. The intersection of these two regional roads currently meets traffic warrants, and therefore a traffic signal is being designed along with approaching travel lanes to the intersection to improve the safety of the intersection, and to improve the congestion that also impacts travel through this intersection. The total project construction cost is currently estimated at \$1,200,000 and the Cities of Greeley and Evans are splitting construction costs in half since each jurisdiction is split by the intersection. The City of Evans is acquiring the right-of-way for the southern half of the intersection that will continue to be in their jurisdiction. Likewise the City of Greeley will pay and acquire right-of-way for the northern half of the intersection and is planned to be final by mid June.

37th Street will be owned and maintained by the City of Greeley and therefore Greeley has been leading and paying for the design effort, and will control and maintain the traffic signal once constructed.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$600,000
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?	N/A
Is this grant onetime or ongoing?	N/A
Additional Comments:	The City's portion of the construction is funded in the current 2021 budget. Evans also has funding available for construction of their portion of the project.

Legal Issues:

This item has been reviewed by the City Attorney's Office and there are no legal issues.

Other Issues and Considerations:

None

Strategic Work Program Item or Applicable Council Priority and Goal:

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

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:

Resolution
IGA
Exhibit A Site Plan

CITY OF GREELEY, COLORADO

RESOLUTION NO. _____, 2021

A RESOLUTION OF THE CITY OF GREELEY CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF EVANS FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE TWO RIVERS PARKWAY AND 37TH STREET INTERSECTION

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

WHEREAS, the City of Greeley and the City of Evans currently share operational maintenance and jurisdiction of the intersection of 37th Street and Two Rivers Parkway; and

WHEREAS, Two Rivers Parkway and 37th Street are identified as regional roads and both the City of Greeley and the City of Evans believe that road improvements to the intersection are necessary and appropriate; and

WHEREAS, the City of Evans has agreed to pay for fifty percent (50%) of the intersection's construction costs; and

WHEREAS, both parties desire to enter into an Intergovernmental Agreement for the purpose of defining their respective roles and responsibilities regarding the completion of the intersection improvements; and

WHEREAS, it is in the best interests of the citizens of the city of Greeley to enter into this intergovernmental agreement, which will result in cost savings to the City of Greeley as a result of partnering and working collaboratively with the City of Evans.

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

Section 1. The City Council hereby authorizes the City of Greeley to execute the IGA, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF _____, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

**INTERGOVERNMENTAL AGREEMENT FOR
CONSTRUCTION OF ROADWAY
IMPROVEMENTS AT Two Rivers Parkway AND 37TH
STREET**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of -----, 2021, by and between the City of Greeley, Colorado (hereinafter referred to as "GREELEY,"), with offices located at 1000 10th Street, Greeley, Colorado 80631, and the City of Evans, Colorado (hereinafter referred to as "EVANS"), with offices located at 1100 37th Street, Evans, Colorado 80620, for roadway improvements at the intersection of 77th Avenue i.e. Two Rivers Parkway and 37th Street.

WITNESSETH:

WHEREAS EVANS AND GREELEY wish to make certain improvements to the Two Rivers Parkway and 37th Street intersection, with said improvements being hereinafter referred to as the "PROJECT,;" and,

WHEREAS, GREELEY and EVANS each have jurisdiction of portions of this intersection as depicted on Exhibit "A; and,

WHEREAS, both parties hereto desire to enter into this Agreement for the purpose of defining their respective roles and responsibilities regarding the completion of this PROJECT; and

WHEREAS, GREELEY has agreed to be the lead agency on design, acquiring right-of-way, utility relocations, constructing, inspecting, and managing the PROJECT, and

WHEREAS each party wishes to make road improvements to the intersection in their respective jurisdiction as shown on Exhibit A – Site Plan, which is attached hereto and incorporated herein by this reference (hereafter referred to as the "PROJECT"); and

WHEREAS, both parties are authorized to enter into this Agreement by C.R.S. § 29-1- 203 and Colorado Constitution Article XIV, § 18(2) (1), for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE ADEQUACY OF WHICH IS ACKNOWLEDGED BY AND BETWEEN THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. RECITALS: The Recitals are incorporated into the Agreement as if fully set forth herein.

1. PROJECT: Subject to the terms contained in this Agreement, GREELEY agrees to undertake and complete the PROJECT on or before July 31, 2022 and will notify EVANS of any delays as soon as practicable. Notice of any such delay may be provided by email to moberschmidt@evanscolorado.gov.
2. TERM: Unless GREELEY provides EVANS with sixty (60) days' notice, in writing, of its cancellation of the PROJECT, the term of this Agreement shall be from the date first written above to and until such time as EVANS makes the final payment described in Section 7 below and Final Acceptance has been issued.
3. DESIGN: GREELEY will complete and pay for the design and EVANS will provide design input. The Parties agree that the entire roadway shall meet or exceed City of Greeley construction standards.
4. RIGHT-OF-WAY & EASEMENTS: GREELEY shall acquire all necessary right-of-way and easements for the northern half of the PROJECT at GREELEY's sole cost. EVANS shall acquire all necessary right-of-way and easements for the southern half of the PROJECT at its' sole cost.
5. PROJECT COST ESTIMATE AND BIDDING AWARD: It is understood and agreed by both parties hereto that the total construction cost of the project is estimated at \$1,200,000.00 and is the best estimate available, and such cost is subject to revisions based upon bidding and actual construction costs. GREELEY agrees to obtain EVANS's approval in writing of agreement to award project after receipt of final bids.
6. UTILITY RELOCATION: Utility relocation costs will be a part of the total project costs and be paid according to Section 8.
7. CONSTRUCTION INSPECTION: GREELEY shall inspect the entire project with coordination with EVANS.
8. COST REIMBURSEMENT: Greeley shall be responsible for payment of all construction costs to the Contractor. EVANS agrees to reimburse GREELEY fifty (50%) percent of all actual construction costs of PROJECT. Greeley shall invoice Evans monthly, including copies of all invoices and supporting documentation associated with the invoice for the PROJECT. Subject to the approval of the invoice by EVANS, which approval will not be unreasonably withheld, EVANS shall reimburse Greeley within thirty (30) days of receipt of each invoice. Any change orders that arise will be approved in writing by both GREELEY and EVANS.
9. PROJECT SCHEDULE: GREELEY shall coordinate the PROJECT construction schedule with Contractor. Both Greeley and Evans shall both approve any changes to the schedule during construction.

10. TRAFFIC SIGNAL OWNERSHIP: GREELEY shall own the traffic signal equipment and be responsible for operation and maintenance of the traffic signal. Roadway improvements shall be maintained by each jurisdiction based on municipal boundaries.
11. APPROPRIATION OF FUNDS: This Agreement is contingent upon all funds designated for the PROJECT herein being made available from GREELEY and EVANS. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party upon written notice being delivered to the other party.
12. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the parties hereto.
13. MODIFICATION AND BREACH: No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
14. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
15. JOINT RESPONSIBILITIES: The Parties shall be jointly responsible for the review and acceptance of the completed construction. Greeley shall coordinate with Evans prior to Final Acceptance of Project and shall not issue Final Acceptance without written approval of Project from EVANS.
16. ENTIRE AGREEMENT: This writing, together with the exhibits hereto, constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

18. **PRESERVATION OF IMMUNITY**: Nothing in this agreement shall be construed as a waiver of immunity provided by common law or by state statute, including the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.; and further shall not be deemed as an assumption of any duty with respect to any non-party to this Agreement.
19. **REMEDIES**: This Agreement shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Agreement will be held in Weld County, Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, including but not limited to specific performance. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
20. **NOTICES**: All notices required herein shall be mailed via First Class Mail to the parties' representatives at the addresses set forth below:

CITY OF GREELEY:

Tom Hellen, City Engineer
City of Greeley, Public Works Dept. 1001 9th Avenue
Greeley, CO 80631
Phone: 970-350-9793
tom.hellen@greeleygov.com

CITY OF EVANS

Mark Oberschmidt, City Engineer
Engineering Department
1100 37th Street
Evans, CO 80620-2036
Phone: 970-475-1110
moberschmidt@evanscolorado.gov

21. NO WAIVER OF GOVERNMENTAL IMMUNITY: No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as applicable now or hereafter amended.

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day of _____2021.

CITY OF GREELEY, COLORADO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
City Manager

AVAILABILITY OF FUNDS:

By: _____
Director of Finance

CITY OF EVANS, COLORADO

By: _____

Mayor

ATTEST:

By: _____

City Clerk

APPROVED AS TO LEGAL FORM:

By: _____

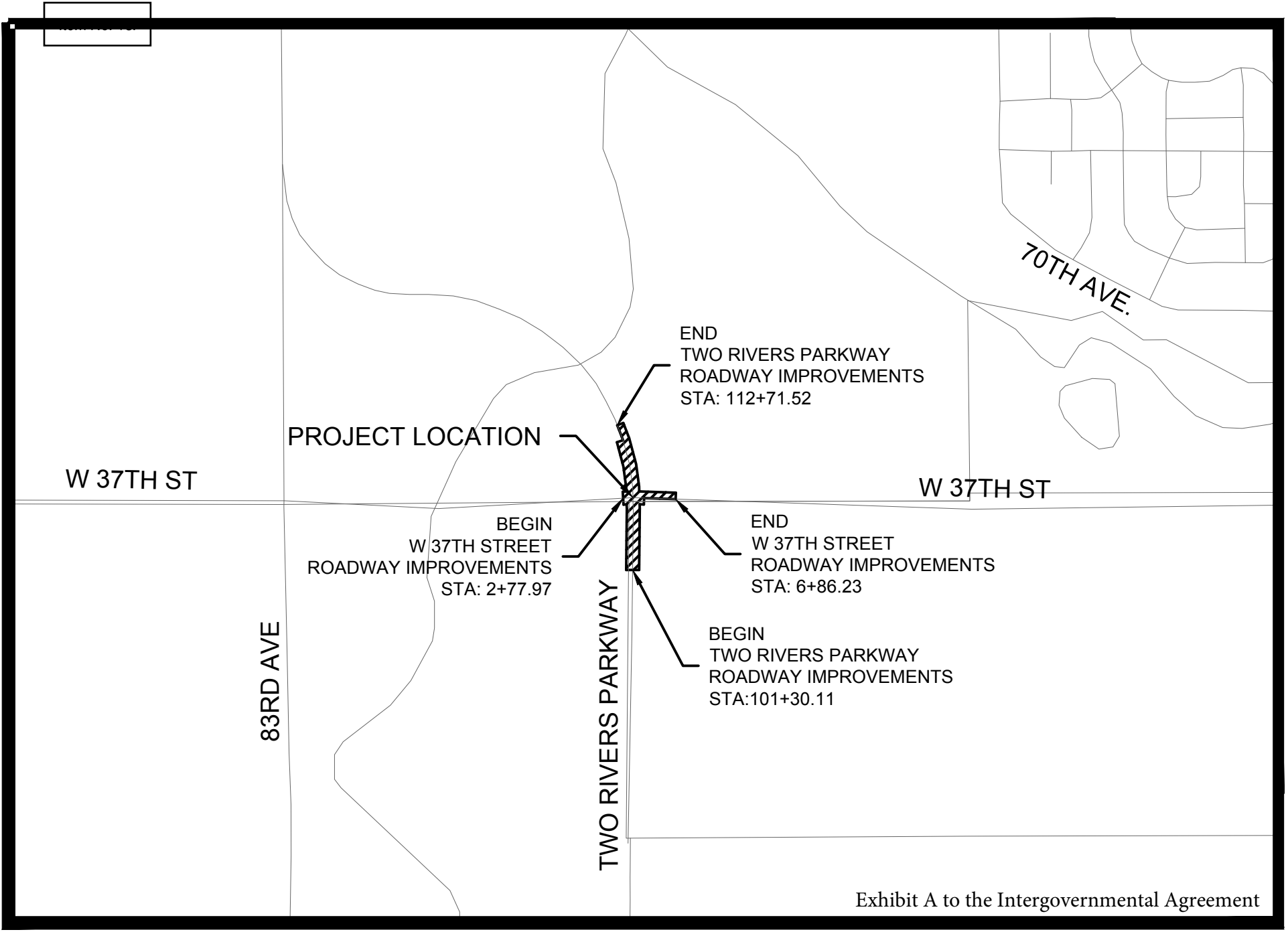
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

City Manager

Exhibit A: Two Rivers Parkway & 37th St Site plan



W 37TH ST

83RD AVE

PROJECT LOCATION

BEGIN
W 37TH STREET
ROADWAY IMPROVEMENTS
STA: 2+77.97

TWO RIVERS PARKWAY

END
TWO RIVERS PARKWAY
ROADWAY IMPROVEMENTS
STA: 112+71.52

END
W 37TH STREET
ROADWAY IMPROVEMENTS
STA: 6+86.23

BEGIN
TWO RIVERS PARKWAY
ROADWAY IMPROVEMENTS
STA: 101+30.11

70TH AVE.

W 37TH ST

Council Agenda Summary

Key Staff Contact: John Karner, Finance Director, 350-9732

Title:

Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2021 and for funds held in reserve for encumbrances at December 31, 2020

Summary:

This is the second supplemental appropriation ordinance modifying the 2021 budget. This appropriation ensures that existing commitments in progress at 2020 year end can be completed in 2021, designates funds for additional commitments, and appropriates new grants that have been awarded.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$ 94,670,525
What is the annual impact?	\$ 94,670,525
What fund of the City will provide Funding?	See Ordinance
What is the source of revenue within the fund?	Bond Proceeds, Grants, Pass-Through, Fund Balance, Private Contributions, Expense Reimbursement, & Operating Transfers.
Is there grant funding for this item?	Yes, Items 2, 5, 6, 8, &13
If yes, does this grant require a match?	Yes, Items 2, 5, & 13
Is this grant onetime or ongoing?	Onetime

Additional Comments:	Total appropriations made by this ordinance are \$94,670,525. The following funding sources will be used to cover the appropriations made by this ordinance.	
	Source	Total
	Bond Proceeds	\$ 71,050,000
	Grants / Pass-Through	11,350,957
	Fund Balance	6,717,255
	Other Private Contributions	5,120,000
	Expense Reimbursement	381,313
	Operating Transfers	51,000
Grand Total:	\$ 94,670,525	

Legal Issues:

City Charter prohibits actual expenditures from exceeding appropriations at the fund level. This ordinance will ensure that this does not occur.

Other Issues and Considerations:

None.

Applicable Council Priority and Goal:

Image: Reinforce Greeley's vision as an attractive and vibrant community in which to live, learn, work and play.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for June 15, 2021.

Attachments:

Ordinance

Detail Supporting Schedule

CITY OF GREELEY
ORDINANCE NO. _____, 2021

AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL YEAR OF 2021 AND FOR FUNDS HELD IN RESERVE FOR ENCUMBRANCES AT DECEMBER 31, 2020

WHEREAS, the City of Greeley has or will incur expenses for certain activities described below during the 2021 fiscal year; and

WHEREAS, the revenues received in the City of Greeley in 2020, exceeded the amount of revenues estimated in the 2020 Budget by more than the total amount of the expenditures in the same year.

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

Section 1. In accordance with section 5-17 of the Greeley Charter, from actual and anticipated revenues which exceed the revenue estimates in the 2021 budget and amounts held in fund balance reserves from 2020, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2021:

Fund	Total
100 General	\$ 483,980
122 Cable Franchise PEG Funds	13,805
125 Poudre River Trail	45,000
301 Public Improvement	381,313
303 Public Art	6,000
304 Food Tax	261,977
318 Quality of Life	870,482
334 Transportation Development	53,768
421 Water	11,979,200
422 Water Construction	67,775,000
424 Water Rights Acquisition	12,800,000
Grand Total	\$ 94,670,525

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

Section 3. This Ordinance shall become effective five (5) days after its final publication as is provided by Section 3-16 of the Greeley Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF _____, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor



City of Greeley 2021 Appropriation No. 2 City Council Meetings: June 1st & June 15th

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
100 - GENERAL FUND						
1	Fund Balance	Funding contract staffing support for planning services and engineering development review (EDR) services within the Community Development Department for the remainder of 2021 to address a surge in permit review applications and support CD's commitment to adhering to the Department's established response time performance standards.	75,000	-	75,000	-
2	Operating Transfer: POUDRE RIVER TRAIL	In alignment with the 2016 Parks, Trails, and Open Lands Master Plan; the 2018 City Comprehensive Plan, and the 2021 Get Outdoors Greeley Strategic Plan, all of them highlight the Poudre River corridor and the adjacent trail corridor as a priority conservation area. Funding is being requested, as identified by The Poudre River Trail Corridor, Inc. Board of Directors (PRTCB), to update the master plan for the construction of a recreational trail from Island Grove to the South Platte River that was originally contemplated in 2009. This update would address difficulties in property ownership and trail routing along with identifying proper land uses. Additionally, this request will utilize a consultant to update the Poudre Trail marketing plan to better communicate with the community and to assist in building partnerships.	-	45,000	45,000	-
3	State Pass Through	Matching funds are requested for the Emergency Management Performance Grant (EMPG) to support the establishment of a new Facility-Employee Alert System provided through the HipLink Notification Solution. This will provide an emergency notification system for all City of Greeley staff during dangerous situations, natural disasters, or times where immediate communication is required. In March of 2021, the Colorado Department of Homeland Security and Emergency Management (DHSEM) awarded the City of Greeley with Emergency Management Performance Grant (EMPG) Small Dollar Grant Agreement (SDGA) 19EM-20-96, which provides half of the funding necessary to purchase the HipLink Notification Solution for the City's new Facility-Employee Alert System. The HipLink system will allow City employee notification, and the Greeley OEM, Police Department, and Fire Department to access the Federal Emergency Management Agency (FEMA)'s Integrated Public Alert & Warning System (IPAWS) with direct messaging to the community for public warning and notifications.	-	13,980	13,980	-
4	Fund Balance	Funding to support professional services work that includes a City-wide payroll audit, ERP after-action report, SME training development, and program management services as part of the first two of four phases of the City's Oracle Stabilization Action Plan. This funding request also will support short-term project management support including compliance and reporting services related to the American Rescue Plan Act funding.	350,000	-	350,000	-
100 - GENERAL FUND			425,000	58,980	483,980	-
122 - CABLE FRANCHISE PEG FUNDS						
5	Fund Balance	Funding from Cable Franchise Public, Educational, and Governmental (PEG) Fees are being requested for the creation of a hybrid model for City Council Meetings. Currently, due to COVID restrictions and safety, City Council meetings are only presented virtually on the City's YouTube channel via Zoom. No meetings are held in Council's Chambers. As COVID numbers decrease and the number of residents who have been vaccinated for COVID increases, City Council wishes to move to a hybrid setup. This would allow for in-Chambers and virtual participation at Council meetings at the same time. This request funds the equipment that will allow participants watching Council meetings (in-Chambers and virtually) to hear and communicate with each other. The meeting would continue to be streamed live via YouTube and on the City's government access channel (GTV8).	13,805	-	13,805	-
122 - CABLE FRANCHISE PEG FUNDS			13,805	-	13,805	-
301 - PUBLIC IMPROVEMENT						
6	Expense Reimbursement	This request appropriates the settlement payment for the 10th St design into the Quiet Zone project to further fund improvements and road safety to the project, improving the qualifications of a quiet zone. This capital project is underway and will help with the safety of road crossing and eliminate noise to property owners, improving their quality of life. This request will fund additional crossing gates to improve the Quiet Zone calculation score to aid in the likelihood of the Federal Railroad Administration's approval of the quiet zone. The location of the gates has not been finalized until further negotiations with property owners have occurred. Funding is from a settlement agreement with Jacobs Engineering Group which identified flaws in the surveying, engineering, and design work performed by Jacobs Engineering.	-	381,313	381,313	-
301 - PUBLIC IMPROVEMENT			-	381,313	381,313	-

Fund	Function	Item No. 14.	Description	Fund Balance	Revenue	Expenditures	Net Impact
304 - FOOD TAX							
7	State Pass Through		Matching funds in correlation with the Colorado Parks & Wildlife State Trails Program Non-Motorized Land & Water Conservation Fund Trail Grant are being requested to support the existing Trail Maintenance budget. Approximately 200 linear feet of bank needs restored on the Cache la Poudre River and reconstruction needs exist on the adjacent Poudre River Trail that has been undercut by high water. The 2016 Parks, Trails, and Open Lands Master Plan and the 2021 Get Outdoors Greeley Strategic Plan both identify the Poudre River corridor and the Poudre River trail corridor as a priority conservation area and a critical recreational trail corridor. This project entails bank restoration and trail repairs to maintain the continuity of the Poudre River Trail to assure the Poudre River Trail remains a viable community asset.	-	261,977	261,977	-
304 - FOOD TAX				-	261,977	261,977	-
318 - QUALITY OF LIFE							
8	Grant		Grant funds are being appropriated from Great Outdoors Colorado (GOCO) to enhance construction at Balsam Park and extending efforts to promote healthy lifestyle choices and the use of Greeley's outdoor spaces by the neighborhoods in East Greeley. This project will improve public parks by providing access to nature and recreational opportunities within a ten-minute walk of any residence in alignment with the Parks, Trails and Open Lands Master Plan established for east Greeley. Grant funding will be utilized to create a large play area in the center of the Balsam Sports Park, along with interconnected pathways, shade structures, trees for shade, benches for seating, and a looped pathway connection allowing pedestrian access around the entire perimeter of the site.	-	350,000	350,000	-
9	Fund Balance		Funding is being requested for landscape Improvements in front of Centennial Library as a part of a larger park and street improvement project at Centennial Park as part of the landscaping requirements for right-of-way which will also enhance the aesthetics of the area. This site was specifically identified for improvement in the 2016 Parks, Trails, and Open Lands Master Plan. This is a minor portion of the overall site improvements to Centennial Park and 23rd Avenue. A contribution from the High Plains Library District will cover fifty percent of landscape improvements directly in front of Centennial Library from impacts of a realignment of the sidewalk in the area. High Plains Library District has been billed and has paid the amount in full.	14,482	-	14,482	-
10	Grant		This request is for the appropriation of a Resilient Communities grant award from Great Outdoors Colorado to be used towards the construction of improvements at the east Greeley natural area, a project led out of the Parks division. The east Greeley natural area project will provide new recreational opportunities for the community's residents through the construction of a pedestrian bridge, new site furnishings, nature play structures, boulders, and slab sandstone, plus three weeks of Weld County Youth Conservation Corps labor. The 2016 Parks, Trails, and Open Lands Master Plan and the 2021 Get Outdoors Greeley Strategic Plan all show the area where the subject property lies as a priority conservation area, therefore a high priority for land acquisition and conservation in the community.	-	300,000	300,000	-
11	Fund Balance / Operating Transfer: PUBLIC ART		Funding is requested to support the Sheep Draw Trail at 83rd Avenue project originally initiated in 2018. This project will complete the last gap in the Sheep Draw Trail and will establish the trail from the Poudre River to 90th Avenue. Floodplain issues requiring additional permits and the purchasing of wetland credits held up the construction of the trail. Fund balance is available due to savings from the completion of 71st Avenue projects in 2020. This project is the last part of the overall Sheep Draw Trail plan. Funding for the entire Sheep Draw Trail was estimated at the start of the plan, and the split between phases requires a readjustment for this project to proceed. This project was part of the original commitment for Quality of Life 0.30% tax approved by voters.	206,000	-	206,000	-
318 - QUALITY OF LIFE				220,482	650,000	870,482	-
334 - ROAD DEVELOPMENT							
12	Fund Balance		The acquisition of ROW from Xcel has been in process for over a year due to their internal requirements. The advance payment was made to Xcel for transmission line work at 20th Street and 83rd Avenue. A reimbursement was received from Xcel as their cost was less than their estimated funds required for final construction. There is ongoing work with an HOA that may result in additional construction expenses.	53,768	-	53,768	-
334 - ROAD DEVELOPMENT				53,768	-	53,768	-

Fund	Fund	Item No. 14.	ation	Fund Balance	Revenue	Expenditures	Net Impact
421 - WATER OPERATIONS							
13	Fund Balance		Funding is being requested for the emergency purchase of sodium permanganate chemicals and a feed system for the treatment of Ash Laden water. In 2020, the watershed that serves the City of Greeley experienced the largest wildfire in history. This fire is going to release metals and nutrients into the raw water that is treated at the Bellvue filter plant. Sodium permanganate is an oxidizer that can help oxidize metals and organics in the water that can be treated more efficiently through the conventional treatment process. This expenditure will cover chemicals, a chemical feed system, and integration into Supervisory Control & Data Acquisition (SCADA). This is only an emergency system and not a permanent treatment tool.	68,000	-	68,000	-
14	Fund Balance		Additional funding is requested for the disposal of tier 2 solid waste from the Bellvue water treatment plant. Residuals, or "sludge", is the by-product of all the organics, metals, and chemicals that are added during the treatment of drinking water and subsequently removed during the treatment process. Sludge is classified by the State as tier 1, 2, or 3. The higher the number, the more toxic/hazardous elements are contained in the sludge. Historically, the Bellvue water treatment plant has produced Tier 1 residuals, but that changed this year with 2021 sludge being classified Tier 2. One of the larger operational costs for the treatment plants is the removal of this residual material which must be hauled to a landfill. Each landfill has a permit with limits that dictate what level of waste they can accept. Bellvue is required to have sludge hauled to a Tier 2 facility which will cost more than budgeted given the original Tier 1 assumption. The risk of putting off hauling until next year when an additional budget can be added would be increased cost along with a risk of exceeding Bellvue's storage capacity for solid waste. This is particularly risky given Bellvue will be treating wildfire water this summer which contains more solids than a typical year. This additional appropriation request covers the difference in cost between what was budgeted for sludge removal in 2021 vs. what the sludge hauling contractor has quoted the Bellvue plant for disposal this year.	61,200	-	61,200	-
15	Fund Balance / Grant		Funding is requested for the mitigation of damages from the Cameron Peak Fire. Water quality issues have impacted raw water treatment at the Bellvue & Boyd treatment plants, and sedimentation and erosion issues exist, which impact 5 of Greeley's reservoirs. The Cameron Peak Fire, which began August 13th, 2020, was unanticipated and was not fully contained until December of 2020. The fire burned over 208,000 acres of Greeley's Poudre River watershed where half of Greeley's water supplies are diverted. Watershed mitigation activities will include the installation of sediment basins at Chambers, Barnes, Comanche, Hourglass, and Peterson reservoirs, as well as wattles and log jam debris prevention structures on several slopes throughout the burn area to minimize erosion. Additionally, aerial mulching will be required on as many acres as possible to minimize erosion and sedimentation impacts. \$5 million was appropriated earlier this year in anticipation of additional federal funding (\$4 million) and cost matching by Fort Collins (\$500,000). Colorado Water Conservation Board (CWCB) anticipates a total grant of \$3 million with the match split evenly between Greeley, Fort Collins, and Coalition of the Poudre River Watershed (CPRW) (total \$6 million). Additionally, the U.S. Natural Resources Conservation Service Emergency Watershed Protection program (NRCS EWP) expects an additional \$5 million in federal funding, of which \$4.25 million will need a 20% cost match, to be shared by Greeley, Fort Collins and other partners (total \$5.85 million).	1,425,000	10,425,000	11,850,000	-
421 - WATER OPERATIONS				1,554,200	10,425,000	11,979,200	-
422 - WATER CONSTRUCTION							
16	Fund Balance		Funding is being requested for the installation of a water pipeline in advance of the Weld County roundabout project at 35th Avenue and O Street, an area identified in both Greeley's future water service area and Distribution Master Plan. W&S would like to install a new waterline at 35th Avenue this summer, extending from F Street beyond the limits of the Weld County roundabout project. This new line will allow Greeley to connect future service areas from 35th Avenue, and constructing it now allows for reduced costs since no road repairs will be required. Fortunately, the waterline design for this stretch is nearing completion and the requested budget reflects the associated construction cost estimate from the Construction Management-At-Risk (CMAR) contractor to do this work.	825,000	-	825,000	-

Fund	Fund	Item No. 14.	ation	Fund Balance	Revenue	Expenditures	Net Impact
17	Fund Balance / Private Contribution		Funding is being requested for Terry Ranch Water Development Design to support water supply and storage acquisition as identified as a major priority in Greeley's Water Master Plan. The design of the new Terry Ranch transmission pipeline runs from the well site in Carr south to the connection with the existing 60" Bellvue water transmission line. This will also include easement acquisition costs and construction service. The appropriation request is 100% design of the first 6 miles of pipeline from the 60" line north to the north side of HWY 14, and 60% design for the remaining 27 miles of pipeline. The design is estimated at \$4,200,000, with construction services of the first 6 miles estimated at \$1,500,000, and the initial construction manager at risk (CMAR) services estimated at \$300,000. The City is currently working on acquiring easements for the pipeline. The estimated cost for the easements is \$2,000,000 and some of that expense is already in the current budget. These project costs will be split with W&S paying for 20% and the seller paying 80%. The amount budgeted for 2021 will cover Greeley's portion of the expense and the requested appropriation amount will utilize funds provided by the seller at closing. This appropriation is a request for access to the seller-provided funds to provide the 80% match to the W&S budgeted 20% for design, and preconstruction services from the selected contractor and construction management firm.	1,280,000	5,120,000	6,400,000	-
18	Bond Proceeds		This request is to fund Greeley's contribution to the Chimney Hollow Reservoir construction. This is a long planned project that will provide water storage for Greeley's water customers for many generations. The construction of the Chimney Hollow Reservoir will increase the yield of Greeley's Windy Gap water supply. The Windy Gap Firming project is a long-needed project that will firm (make reliable) Greeley's Windy Gap water supply. The Windy Gap water source is a junior supply and can be moved from the West Slope to East Slope water customers only under ideal conditions, and because of that, the Windy Gap supply often cannot be used by Greeley. This firming project will build Chimney Hollow Reservoir near Carter Lake and allow the twelve firming participants the ability to store Windy Gap water on the East Slope when it is available. This will allow Windy Gap water to be used in years that it does not yield a new supply. This request is to appropriate the construction funding originally budgeted in 2022 into the current year. A subset of the Windy Gap Firming participants, including Greeley, have joined together to partner in a pooled financing for the construction costs associated with Chimney Hollow Reservoir.	-	60,550,000	60,550,000	-
422 - WATER CONSTRUCTION				2,105,000	65,670,000	67,775,000	-
424 - WATER RIGHTS ACQUISITION							
19	Fund Balance / Bond Proceeds		This request seeks to appropriate additional funds from the Water Acquisition Fund for a purchase of 5 and 1/16 shares of Water Supply and Storage Company (WSSC) water rights aligning with the core priority for additional water acquisition as identified in Greeley's 2003 Water Master Plan. This appropriation will allow Greeley to acquire nearly 350 acre-feet of potable supplies from the City's first priority water source, which furthers our policy attainment target of acquiring 10,000 acre-feet of water. If this additional appropriation is approved for 2021, Greeley would, at the minimum, save \$2.5 million in future WSSC water acquisition costs. Along with the purchase, Greeley negotiated a first right of refusal to purchase an additional 11 shares of WSSC at a future date, which provides the city significant advantages in building out its water portfolio. The purchase also includes the sale of two farms (without water rights) to the seller to reduce enterprise capital outlay. The majority of the budgeted 2021 water acquisition funds have been spent or allocated to purchase other water rights.	2,300,000	10,500,000	12,800,000	-
424 - WATER RIGHTS ACQUISITION				2,300,000	10,500,000	12,800,000	-
TOTAL (Less Additional Operating Expenditures Between Funds)				6,672,255	87,947,270	94,619,525	-
OPERATING TRANSFERS							
2	Fund Balance		Poudre River Trail - Eastward Extension Master Plan: Operating Transfer of Fund Balance POUFRE RIVER TRAIL to GENERAL FUND	45,000	-	45,000	-
11	Expense Reimbursement		Sheep Draw Trail at 83rd Avenue: Operating Transfer of Expense Reimbursement QUALITY OF LIFE to PUBLIC ART	-	6,000	6,000	-
TOTAL ADDITIONAL OPERATING EXPENDITURES BETWEEN FUNDS				45,000	6,000	51,000	-
GRAND TOTAL				6,717,255	87,953,270	94,670,525	-

Council Agenda Summary

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

Carol Kuhn, Chief Planner, 970-350-9276

Mike Garrott, Planning Manager, 970-350-9784

Title:

Introduction and first reading of an ordinance amending Title 24 of the Greeley Municipal Code relating to the Development Code by deleting the current Title in its entirety and adding a new Chapter 1 relating to General Provisions and a new Chapter 2 relating to Procedures.

Summary:

The Community Development Department is undertaking a multi-year project to update the Development Code, with an anticipated final adoption in September of 2021. The last major update to the Development Code was in 1998. A Plan Conformance Report was prepared and used as a guide to determine areas where the code could be improved to conform to the Comprehensive Plan and other policy documents; staff reviewed this report with the citizen Advisory Committee, Planning Commission, and City Council.

Staff is bringing forward the first two chapters in the overall code update, Chapters 1 and 2.

Chapter 1 – General Provisions, discusses the relationship of the Development Code to the City's Comprehensive Plan and other plans and studies, provides the overall administration and enforcement of the code, includes a methodology to interpreting the Development Code, specifies methods for handling non-conforming uses, structures, and lots, and includes the following sections:

- Chapter 1 – General Provisions
 - Section 24-101 Overview
 - Section 24-102 Interpretation
 - Section 24-103 Administration
 - Section 24-104 Enforcement
 - Section 24-105 Nonconformities

Chapter 2 – Procedures, defines the City's procedures for processing land use applications and includes these key provisions:

- The addition of a Procedures Summary Table;
- A new requirement for Preliminary Plats to be approved through a public hearing, rather than a public meeting;
- Clarifications regarding processing concurrent applications;
- Modifications to public notice procedures;
- Clarifications between various types of minor subdivision applications;
- The addition of a Condominium Plat process;
- The separation of platting from Planned Unit Development (PUD) applications;
- Simplification of PUD process – now one step, rather than two;

- Clarification regarding the required plan elements of a PUD;
- The addition of criteria for minor PUD amendments;
- Clarification regarding review criteria for Alternative Compliance, with approval of Alternative Compliance being moved to an administrative decision with a call-up provision;
- Removal of Design Review Applications;
- Revisions to require variances to meet all criteria, rather than some; and
- Revisions to minor variance thresholds.

Specifically, Chapter 2 includes revisions and updates to the various application types and processes and includes the following sections:

Chapter 2 - Procedures

- 24-201 General – All Applications
- 24-202 Minor Subdivision
- 24-203 Major Subdivision
- 24-204 Rezoning
- 24-205 Planned Unit Development
- 24-206 Use by Special Review
- 24-207 Site Plan
- 24-208 Alternative Compliance
- 24-209 Variance
- 24-210 Appeals of Administrative Decision
- 24-211 Code Amendments
- 24-212 Vacation & Dedication of Easements
- 24-213 Vacation & Dedication of Right-of-way
- 24-214 Annexation

On March 23, 2021 and April 27, 2021, Staff conducted worksessions with the Planning Commission regarding the proposed revisions for Chapters 1 and 2 and presented Planning Commission with draft code language during the worksessions. On April 13, 2021, Staff conducted a worksession with City Council to highlight the proposed revisions to Chapters 1 & 2.

On May 18, 2021, the Planning Commission recommended Council adopt Chapters 1 and 2, with a vote of 7-0. No members of the public spoke during the public hearing portion of the meeting.

The planned schedule for the adoption of the overall Development Code is as follows:

Track	Chapter(s)	PC Worksession	PC Hearing	CC Public Hearings
Track I - Non-substantive changes for organization and improved usability.	Ch 1 – General Provisions	March 23, 2021	April 13, 2021	June 1, 2021 (First Reading)
	Ch 2 - Procedures	April 27, 2021	May 11, 2021	June 15, 2021 (Public Hearing) September 21, 2021 (2 nd Reading - Final Adoption)

Track II - Non-policy technical changes and coordination with other City policies and documents.	Ch 7 – Access & Parking Ch 8 – Landscape & Site Design Standards Ch 9 – Signs Ch 10 – Special Purpose Districts & Areas Ch 11 – Supplemental Standards Ch 12 - Reserved	May 25, 2021	June 8, 2021	July 6, 2021 (First Reading) July 20, 2021 (Public Hearing) September 21, 2021 (2 nd Reading - Final Adoption)
Track III - Substantive changes called for in the Comprehensive Plan, Strategic Housing Plan, and Council's 3-Year Priorities that need broader input and direction from the Advisory Committee, Planning Commission, and City Council.	Ch 3 – Subdivision Standards Ch 4 – Zoning Districts & Uses Ch 5 – Neighborhood Development & Design Standards Ch 6 – Non-residential Development Standards Ch 13 – Definitions	June 22, 2021	July 27, 2021	August 3, 2021 (First Reading) August 17, 2021 (Public Hearing) September 21, 2021 (2 nd Reading - Final Adoption)

Staff has provided a section map for Chapters 1 and 2 (Attachments B & D of the Staff Report) which outline the various sections in the existing Title 18 (recodified as Title 24). These section maps show the relationship of the proposed Code to the existing Code, with specific comments regarding the purpose of the proposed changes.

An effective date of October 1, 2021, is proposed.

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.

Other Issues and Considerations:

None

Strategic Work Program Item or Applicable Council Priority and Goal:

The Development Code Update project relates to a number of Council Priorities and Goals:

Image: Reinforce Greeley's vision as an attractive and vibrant community in which to live, learn, work and play. The revised code will create opportunities to reinforce the City's vision as an attractive and vibrant community by modernizing, streamlining, and simplifying the Development Code requirements. The revised code language is designed to provide tables, charts, graphics, and clear intent statements to make the code easier to navigate and will be written in clear, simplified language.

Safety: Manage the health, safety and welfare in a way that promotes a sense of security and well-being for residents, businesses and visitors. The first zoning regulations in the United States were developed to protect health, safety, and welfare. This update to the City's development code continues this original intent, by setting standards for well-designed streets, water and sewer systems, neighborhoods, parks, trails, open space, and floodplains.

Economic Health & Development: Foster and maintain public and private investment in business development. Throughout the code update process, staff has worked with an Advisory Committee comprised of members from the development community, businesses, homebuilders, and citizen as well as the Planning Commission to draft regulations that create a streamlined, clear, and predictable development process.

Infrastructure & Growth: Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and successful community. The revised regulations have been developed to support Council's 3-Year Priorities, the Strategic Housing Plan, and the Imagine Greeley Comprehensive Plan. The proposed regulations will encourage a variety of housing options, mixed-use development options, and walkable, human-scale development to help keep Greeley competitive with neighboring jurisdictions.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing for June 15, 2021 and second reading for September 21, 2021.

Attachments:

Draft Ordinance for Adoption of Chapters 1 & 2
 Planning Commission Staff Report (May 18, 2021)
 Draft of Chapter 1 – General Provisions
 Section Map for Chapter 1
 Draft of Chapter 2 - Procedures

Section Map for Chapter 2

**CITY OF GREELEY, COLORADO
ORDINANCE NO. ____, 2021**

AN ORDINANCE AMENDING TITLE 24 OF THE GREELEY MUNICIPAL CODE RELATING TO THE DEVELOPMENT CODE BY DELETING THE CURRENT TITLE IN ITS ENTIRETY AND ADDING A NEW CHAPTER 1 RELATING TO GENERAL PROVISIONS AND A NEW CHAPTER 2 RELATING TO PROCEDURES.

WHEREAS, it becomes necessary to update the Greeley Municipal Code from time to time to adopt zoning codes and development standards that continue to align with public values and Council priorities; and,

WHEREAS, amending the Development Code in this manner will update those elements of the Code relative to such court cases as may apply and provide for the public interest and further protect the health, safety and welfare of City residents; and,

WHEREAS, the Planning Commission conducted a public hearing to review and consider the proposed changes on May 18, 2021, and recommended their adoption by City Council.

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

Section 1. That the current Title 24 of the Greeley Municipal Code be and hereby is repealed.

Section 2. That the Greeley Municipal Code be amended by adding thereto a new Chapter 1 of Title 24 to read as shown in Appendix A.

Section 3. That the Greeley Municipal Code be amended by adding thereto a new Chapter 2 of Title 24 to read as shown in Appendix A.

Section 4. This ordinance shall become effective on October 1, 2021.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS ____ DAY OF _____, 2021.

ATTEST:

CITY OF GREELEY

City Clerk

Mayor

Appendix A

Chapter 1. General Provisions

Section 24-101	Overview
Section 24-102	Interpretation
Section 24-103	Administration
Section 24-104	Enforcement
Section 24-105	Nonconformities

24-101 Overview

- a. **Title.** This Title 18 is known as the Greeley Development Code. References to “this code,” “the development code,” or “these regulations” shall be considered a reference to the Greeley Development Code.
- b. **Authority.** The development code is enacted pursuant to the purposes and authority granted by Article XX of the Colorado Constitution and the Greeley Charter, independent of and in addition to the Colorado Revised Statutes, Title 31, Article 23 Planning and Zoning. This Title also supersedes any state legislative enactments which are, by their terms, subject to being superseded by adopted home rule city charters or ordinances.
- c. **Jurisdiction.** The Greeley Development Code applies to all structures and land within the incorporated area of the City of Greeley, as depicted on the official zoning map, and other maps accompanying the City’s plans and policies. It shall be unlawful to conduct any development or use of land until all specified development review processes have been followed, all applicable standards have been fulfilled, and all required approvals, permits or other authorizations have been issued.
- d. **Purposes.** This development code is adopted to promote the public safety, health, and general welfare for the City of Greeley and its citizens and businesses. Specifically, the regulations have the following purposes:
 1. Implement the Comprehensive Plan, and other plans and programs authorized under the guidance of the Comprehensive Plan.
 2. Promote the physical, social, and economic well-being of residents and businesses, the long-term value and viability of public investments, and individual property values by balancing the co-equal rights of property owners.
 3. Invest public funds effectively and efficiently, and in a manner that creates lasting value for the community.
 4. Promote planning and urban design that emphasizes distinct places and unique elements of community character throughout Greeley.
 5. Provide parks, trails, and civic spaces that help organize development around systems of connected open spaces and emphasize significant natural landscapes
 6. Secure proper arrangement and design of streets to shape efficient development patterns, coordinate with existing and planned streets, create multi-modal networks, improve access and circulation, and support abutting land uses.

7. Divide the city into zones and districts that promote the character and development patterns of distinct places identified in the Comprehensive Plan.
8. Regulate and restrict the development and use of buildings and land within each zoning district to create a compatible scale and range of building types within districts, and to promote the appropriate transitions to adjacent property and to supporting districts.
9. Provide a variety of housing opportunities for all residents and citizens.
10. Secure adequate provisions for transportation, water, drainage, sanitary sewer facilities, utilities, and other public improvements in coordination with development.
11. Protect the natural environment and conserve environmentally sensitive lands by directing new development into areas with few natural or environmental constraints and mitigating adverse impacts when developing in sensitive areas.
12. Allow for the removal of minerals prior to development.
13. Ensure fair consideration of development applications through clear and consistent procedures.
14. Provide for coordinated development of Greeley consistent with established policies of the City.

e. **Severability.**

1. If any court of competent and final jurisdiction declares any part of this development code to be invalid, that ruling shall not affect any other provisions of this development code not specifically included in that ruling.
2. If any court of competent and final jurisdiction declares that the application of this development code to a particular property or structure is invalid, that ruling shall not affect the application of the regulations to any other property or structure, or to development with different circumstances.
3. No provision of this code shall enable any circumstance that is unlawful under superseding federal or state law. If any section, subsection, sentence, clause, phrase, or portion of this code is now or in the future superseded or preempted by state or federal law, or found by a court of competent jurisdiction to be unauthorized, such provision shall be interpreted and applied as required by law.

f. **Transition Provisions.** This section shall be used to guide the transition from previously existing regulations. Unless specifically stated otherwise in this code, the following rules shall apply:

1. **Generally.** All standards in this code shall apply after the effective date of the ordinance adopting these standards, and all subsequent amendments shall become effective in the same manner.
2. **Applications.** Any official application submitted prior to the effective date of the ordinance adopting these standards, and determined a complete application by the Director, shall be reviewed and processed according to the prior standards and procedures. An application submitted prior to the effective date, but determined incomplete, shall be resubmitted and processed according to the regulations in effect at the time of submittal of a complete application.

3. **Prior Approvals.** All permits, site plans, or other approvals issued under an administrative capacity prior to the effective date of this code shall remain effective for the duration specified with that approval or under the prior code as it existed on [effective date October 1, 2021.]. If no date is specified, the duration of the most applicable approval under this code shall be used. Any changes or amendments to a prior approval requested after the effective date of this code shall be subject to all provisions of this code.
4. **Plats.** Any approved preliminary plat may continue to advance to final plat according to the standards, procedures and time limits of the prior code. Each subsequent approval of a final plat for a phased project may renew the validity of that preliminary plat for the duration specified in Section 24-203. However, a new preliminary plat shall be required subject to all provisions if:
 - (a) The preliminary plat expires under the conditions of the prior approval or the duration specified for preliminary plats in Section 24-203, whichever is sooner.
 - (b) A major amendment is proposed to the preliminary plat.
 - (c) Any final plat proposes a substantial change to the preliminary plat.
 Final plats submitted after the effective date of this code shall meet all provisions of this code, to the extent it is consistent with the approved preliminary plat.
5. **Continuation of Enforcement.** Any violations of a previously valid regulation that continues after adoption of this code may be enforced as provided by this code. The City may, in its discretion enforce either the previous regulation or the standards of this Code.

24-102 Interpretation

- a. **Rules of Construction.** The following rules shall apply to the application and interpretation of these regulations, unless the context clearly indicates otherwise:
 1. All words shall have the customary dictionary meaning, unless specifically defined in these regulations.
 2. The present tense includes the future tense and the future tense includes the present tense.
 3. The singular includes the plural and the plural includes the singular.
 4. Lists of examples prefaced by “including the following,” “such as,” or other similar clauses shall not be construed as exclusive or exhaustive, and shall not preclude an interpretation of the list to include other similar and non-mentioned examples.
 5. The conjunctive “and” in a list means that all apply; the conjunctives “or” and “and/or” mean the provisions may apply singly or in any combination; and the conjunctive “either...or” means the provisions apply singly but not in combinations.
 6. When calculations to determine a requirement results in fraction of physical elements that cannot be divided (i.e. parking space, trees, dwelling units), it shall be rounded up to the nearest whole number if the standard is expressed as a minimum requirement and rounded down to the nearest whole number if the standard is expressed as a maximum allowance.
 7. “Shall,” “will,” or “must” is mandatory; “should” or “may” is permissive but recommended as a way to best meet the standard or achieve the intent of the standard.
 8. A reference to an administrative official shall refer to that official, or his or her designee, and all references to specific city officials may also include any other designee of the City Manager.
 9. Any reference to other official local, state, or federal government rules or regulations shall include the current versions of those regulations, provided they remain binding on the City, or where not binding, provided they remain consistent with the purposes, intent, and objectives included in these regulations.

10. References to a person shall include individual, partnership, association, agency, corporation or other legal entity and the owners, tenants, occupants, principals, partners, officers, employees, agents and representatives of any legal entity.
- b. **Conflicts.** All provisions of this code shall be considered the minimum requirements to promote the public health, safety, and welfare. In case of a conflict between these regulations and any other adopted rule, regulation, or code, the higher and more restrictive standard shall apply. In making a determination of which standard is higher and more restrictive, the official may consider which is more specific; which is more recent; which is more consistent with the Comprehensive Plan; which is more consistent with the purposes, intent, and objectives of these regulations; and which best promotes the public health, safety, and welfare.
- c. **Computations of Time.** The following rules apply to any computation of time, unless a specific section of these regulations indicates otherwise:
1. The day of the act that commences a time period shall not be counted; for notice requirements the day of the hearing shall not be counted.
 2. The last day of the time period shall be included, unless it is a Saturday, Sunday or legal city holiday, in which case the next working day shall end the time period. In all other cases Saturday, Sunday or legal city holidays count in the time period.
 3. Whenever any time period is expressed for a formal submittal to the City, the time period shall end at midnight on the last day of that time period.
 4. Any time period expressed in years shall include a full calendar year from the act that commences the time period.
- d. **Interpretation of Zoning Map.** Where uncertainty exists with respect to any boundary on the zoning district map, the following rules shall apply:
1. Boundaries approximately following streets or other rights of way or rivers or streams - the centerlines or extension of these centerlines shall be the boundaries.
 2. Boundaries indicated as approximately following property lines - the platted or other official legal line of that property shall be the boundaries, unless the property boundaries on the map have been substantially altered.
 3. Boundaries approximately following city limits shall be interpreted as following the actual city limits.
 4. Boundaries that split any platted lots - the lot shall be interpreted in the district designated to the majority of the lot. In the case of an equal split, the Director shall determine the appropriate zoning based on consideration of the Comprehensive Plan, the context, the surrounding existing uses, and the likelihood of change in context or existing uses in the future.
 5. Boundaries that split any unplatted property - any future platting of property may generally follow the zoning boundary and then each resulting property may assume the zoning applicable to the majority of the resulting lot actual platted boundary, or where any resulting lots have significant discrepancies with zoning boundaries, rezoning may be required.
 6. Boundaries following a shoreline shall be interpreted to follow the shorelines and in the event of change in the shoreline, shall move with the actual shoreline.
- e. **Non-regulatory Provisions.** Intent statements, design objectives, graphics, and commentary such as captions to graphics or notes in tables, are an aid to interpretation of the standards and criteria. In the event of any conflict between the intent statements, design objectives, graphics or commentary and a specific standard, the specific standard shall control.

- f. **Resources, Guides and Industry Standards.** Resources, guides, and industry standards that are recognized as a reputable authority in the planning, development, and urban design professions, may be used to supplement interpretation of this code. The Director shall make a determination on the applicability of a resource, guide or industry standard to a particular circumstance. These guides shall only be used to the extent that it clarifies or is more specific than the standards, and is consistent with the purposes, intent, and design objectives expressed in these regulations. These guides shall not be used to otherwise change or conflict with any specific standard in these regulations.
- g. **Official Interpretations.** In cases where there is uncertainty how this code applies to potentially recurring situations, the Director may make Official Interpretations.
1. **Filing.** Official Interpretations shall be documented and kept on file with the Community Development Department, or otherwise made accessible to applicants facing similar circumstances.
 2. **Criteria.** In making an Official Interpretation, the Director shall use the following criteria:
 - (a) Sound professional planning and urban design principles.
 - (b) The Comprehensive Plan and any specific plans or policies created under the Comprehensive Plan.
 - (c) The purposes, intent, or design objectives applicable to this code and the specific chapter or sections related to the interpretation.
 - (d) Any resources, guides, or industry standards applicable to the specific situation.
 - (e) Based on the context of the street, block, site, or building, the interpretation is at least one reasonable way the standards could be applied.
 - (f) Whether the same interpretation could be applied to all similarly situated property or circumstances, and meet these criteria; or whether any conditions or limitations are necessary to ensure it meets the criteria.
 3. **Effect of Decision.** An approved Official Interpretation shall be effective upon approval by the Director and may apply to all similar situations unless:
 - (a) It is overruled or modified by a different Official Interpretation.
 - (b) It is overruled by appeal as provided in these regulations.
 - (c) It is amended or overruled by a text amendment to the section addressed by the statement.

24-103 Administration

- a. **Staff.** The following city staff positions are responsible for administering specific aspects of this code.
1. **Community Development Director.** The Community Development Director (Director) is responsible for administration of the development code, and is the principal interpretation and enforcement official of these regulations. The Director may consult with any other department or relevant outside agencies in order to coordinate any plans, policies, and programs that impact the Comprehensive Plan. The Director shall specifically:
 - (a) Prepare and provide development application forms and administer the requirements and review of submittals;
 - (b) Oversee the application, review, and administration processes and prepare presentations and reports for review bodies;
 - (c) Issue official interpretations and approve the use of other resources, guides, and industry standards used in administering this code.
 - (d) Make all final interpretations and any final administrative decision referred to the Director under the procedures and standards of these regulations.
 2. **City Manager and Other Staff.** The City Manager is the chief executive and administrative officer for the City and may make any decision delegated to any city staff member under this code. All other department heads and staff may serve in an advisory role to the Community Development Director under this code, as designated by the City Manager.
- c. **Planning Commission.** The Planning Commission is the appointed body of the City responsible for all long-range and comprehensive planning, as well as review, recommendations and decisions on implementation of the Comprehensive Plan. The Planning Commission is established according to Section 19-1 of the Greeley City Charter. In addition to all other general planning authority granted by the Charter, statutes, local ordinances, the Planning Commission shall have the specific review responsibilities and final administrative decisions referred to the Planning Commission under the procedures and standards of these regulations.
- d. **City Council.** The City Council is the elected and governing body of the City responsible for all legislative decisions that affect implementation of the Comprehensive Plan. In addition to other general authority granted by law, the City Council shall have the appeal authority and final decision authority referred to the City Council under the procedures and standards of these regulations.
- e. **Zoning Board of Appeals.** In accordance with Article XIX of the City Charter, the City Council appoints the Planning Commission as the Zoning Board of Appeals. The Zoning Board of Appeals shall act in accordance with same rules and procedures as the Planning Commission but have the following specific authority under this code:
 1. Grant variances to the strict application of the standards in this code;
 2. Hear and decide appeals when an error is alleged in any final order or determination made by an administrative official in the interpretation or enforcement of this code;
 3. Consider any other matters referred to it under this code; and
 4. Otherwise act as the City's board of adjustments under the authority of C.R.S. 31-23-307.
- f. **Historic Preservation Commission.** The Historic Preservation Commission is established to have principal responsibility for matters of historic preservation, as specifically outlined in Section 10.03.

1. **Membership.** The City Council may appoint the Historic Preservation Commission. The commission shall consist of 7 members. The make-up of the Commission shall be:
 - (a) One architect, landscape architect, design professional and/or licensed contractor or building tradesperson;
 - (b) One historian, archeologist and/or architectural historian;
 - (c) One licensed real estate broker; and
 - (d) Four citizens at-large.

2. **Powers and Duties.** The Historic Preservation Commission shall have the following powers and duties:
 - (a) Recommend criteria and procedures for historic designation, recommend designation, or removal of specific properties or districts, and review proposals that impact designated properties as provided in Section 24-1004.
 - (b) Oversee surveys that document structures and assess conditions of potential historic properties and areas, and inform landowners of properties that may meet criteria for designation.
 - (c) Review and make a decision on any application for altering, moving, or demolishing any designated properties.
 - (d) Advise and assist owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation, and reuse, including nomination to the National Register of Historic Places.
 - (e) Develop and assist in public education programs, such as walking tours, brochures, and a marker program for historic properties, lectures, and conferences.
 - (f.) Advise the City Council on matters related to preserving the historic character of the city.
 - (g) Assist in pursuing financial assistance for preservation-related programs.
 - (h) Advise appropriate city departments on violations, enforcement and administration of Section 24-1004, Historic Preservation.

24-104 Enforcement

- a. **Violations.** It shall be unlawful for any building, structure, site element or use of land to be constructed, altered, maintained, or otherwise initiated in violation of these regulations. It shall be unlawful for any person to do or cause:
 1. Any act or thing prohibited by these regulations;
 2. Omit any act or thing required by these regulations; and
 3. Interfere in any manner with persons in performance of a right or duty granted or imposed by these regulations, maintained, or otherwise initiated in violation of these regulations.

- b. **Enforcement.** The City may investigate and initiate proper actions or proceedings to prevent or terminate any activity or condition that is in violation of these regulations, including withholding any permits or licenses, revoking or suspending any permits or licenses previously granted, issuing stop work orders, preventing the sale or lease of property, correcting or abating the nuisance, withholding any public improvements, or penalizing and initiating legal proceedings to prevent the continuance of unlawful actions or conditions.

- c. **Penalty.** Any and all violations of the provisions of this code shall be a code infraction and shall be subject to the sanctions for code infractions contained in Chapter 1.33 of the Greeley Municipal Code, and any other sanctions permitted under law. The City may seek and obtain remedies provided by law, including civil and administrative sanctions, temporary or permanent injunctive relief, and any other relief set forth in Chapter 1.33 of the Greeley Municipal Code.

24-105 Nonconformities

- a. **Intent.** The general policy of the City is to allow uses, buildings and lots that were created legally and in conformance with then-applicable requirements, but that do not conform to the current applicable requirements of these regulations, to continue to be put to productive use. However, it is the City's intent to bring as many aspects of these nonconformities into compliance with current regulations as is reasonably practical. The intent of this section is to balance the interests of property owners in past investments, discourage investment that expands or reinforces non-conforming situations, and promote investment consistent with the Comprehensive Plan and these regulations.
- b. **Nonconforming Uses.** Uses that were legally initiated prior to the adoption or amendment of this code, but which could not be established under the current terms of this code, may continue to exist subject to the following:
1. The use shall not be expanded beyond any specific area of the site or lot where it was legally established, beyond any existing building or structure, or within any building or structure where any structural changes expand the exterior footprint of the building or structure. The Director may consider an exception based on the following findings:
 - (a) The enlargement of the structure or buildings is only to facilitate a conforming uses or activities, and does not otherwise allow, encourage or promote expansion or increase impacts of the nonconforming use;
 - (b) The enlargement of the structure or buildings shall not result in conversion of the nonconforming use from a seasonal to a year-round operation or otherwise expand the time of operations; and
 - (c) The enlargement of the structure or buildings complies with all applicable development standards.
 2. If the use is reduced in intensity or abandoned for a period of twelve consecutive months, the property may not be used except at that lower intensity or as a conforming use.
 3. Any change of use shall be to a conforming use, and at this time the nonconforming use shall be abandoned. The Director may authorize a change to a lesser non-conforming use considering the extent, intensity, or operations of the use, provided it lessens impacts on adjacent property and it does not otherwise include investments that extend the period that the property is not conforming to this code.
 4. Any structure in which a non-conforming use is carried on that is damaged to the extent of more than 50% of the replacement value shall not be restored to support the non-conforming use.
 5. Any new activity that triggers specific site design standards shall require full compliance with that site design standard in order for the nonconforming use to continue, and the presence of a non-conforming use shall not be used to justify noncompliance with other applicable standards.
 6. A detached house used as a single-family dwelling in any district that does not permit single-family dwellings, may be enlarged, as long as the lot and building comply with all other base standards applicable to a similar building type.
- c. **Nonconforming Structures.** Structures that were legally constructed prior to the adoption or amendment of this code, but which could not be constructed under the current terms of this code,

may continue to exist subject to the following standards. This Section shall not apply to signs, which shall address non-conforming situations as provided in Chapter 9.

1. Rehabilitation or expansion of the structure that increases the degree of nonconformity is prohibited. Other rehabilitation or expansions may occur provided that they comply with all other requirements of this code; are not detrimental to the purposes, intent and objectives of the standards; and do not negatively impact development in conformance with this code on adjacent property. In general, no repairs or alterations that cost more than 50% of the replacement value of the structure shall be permitted. The burden shall be on the applicant to produce evidence that the cost of the repair or alteration is less than 50% of the replacement value.
 2. If damaged by 50% or less of its total replacement cost, the structure may be restored to its original condition if work obtains a permit and work is commenced within 180 days, and work is completed prior to expiration of the permit.
 3. If the structure is determined obsolete or substandard by virtue of any applicable code beyond this chapter, and the applicant fails in their burden of proof that the cost of improvement or restoration is less than 50% of the replacement value, then the right to maintain the nonconformity shall terminate.
 4. Structures granted variances from the dimensional standards are not considered nonconforming and are not subject to the limitations of this section, provided that there are no changes beyond the limits, conditions, or extent of the approved variance.
- d. **Nonconforming Site Conditions.** Any site condition associated with a conforming use or structure (such as parking, landscape, open space, or other non-building site characteristic) in existence prior to these regulations, but which are not compliant with the standards of these regulations, may continue to exist subject to the following:
1. Any change of use or expansion of use shall require compliance with the new site standards up to the maximum extent practical, considering the extent of area being impacted by work to support the new or expanded use.
 2. Any site development activity on a portion of a site shall require compliance with the new standards on that portion of the site or proportionate to area that is subject to the development activity. For example, a site that is not compliant with the landscape standards must meet the landscape standards prorated to the portion of the site where development activity occurs, but the remainder of the site may remain nonconforming. If more than more than 50% of the entire site area is impacted by development activity, the entire site shall be brought into compliance
 3. Any change of use, building, or site design element that triggers a screening requirement shall require 100% compliance with all screening standards applicable to the site.
 4. Where any application for construction is greater than 50% of the replacement value of a component of the site, that component or the entire site shall be brought into compliance.
 5. The Director may accommodate any other scenarios that meet the intent of this Section and bring the site into greater compliance relative to the level of investment associated with the permitted activity.
- e. **Nonconforming Lots.** Any lot platted legally prior to the adoption or amendment of this code, or any parcel established legally prior to the adoption of subdivision regulations in Greeley, but

which could not be platted under the current requirements of this code, may continue to exist provided it complies with the following standards. The size and shape of any nonconforming lot shall not be altered in any way, except to increase the conformity with these regulations.

1. In any district that allows detached houses, a detached house and customary accessory buildings may be erected on any nonconforming lot, provided all standards other than lot dimensions standards are met.
 2. In any district that does not allow detached houses, the nonconforming lot may be used for the smallest-scale building type permitted in the district by these regulations, provided all standards other than lot dimension standards are met.
 3. Where any non-conforming lot is under the same ownership as an abutting lot, the City may require administrative plat procedures with regard to any development activity or use of the non-conforming lot. The administrative plat procedures, including lot line adjustments or lot consolidations, shall be used to create the greatest degree of conformity possible.
 4. Any difficulties in meeting the standards of this subsection, or other applicable standards of the development code, which are attributable to the nonconformity of the lot may be used as criteria for other relief from the standards authorized by this code.
- f. **Burden of Proof.** The burden shall be on the applicant to establish that the nonconformity was established lawfully and the entitlement to continuation of nonconforming situations or completion of nonconforming projects according to this section. Owners of nonconformities may request a “certificate of legal nonconforming status” by filing an application with the Director, and once issued the owner may record the certificate with the Weld County Clerk and Recorder..
- g. **Specific Non-conforming Situations.** At the time of any rezoning, in association with annexation, or associated with any other planning effort for a particular geographic area, the City may create rules for specific nonconforming situations. These rules shall be incorporated into the ordinance establishing a new zoning designation or creating the nonconforming situation, according to the applicable procedures of Section 24-204 Rezoning or Section 24-205 Planned Unit Development. In these situations, the Director or Planning Commission may recommend, and the City Council may approve the following:
1. **Benign Nonconformities.** A determination may be made that the nonconformity has no negative effects on the long-term development within the district, and is compatible with the intent and design objectives for future development in the immediate surroundings. In this circumstance, a benign nonconformity may be permitted with the specifically stated additional rights, beyond the standard nonconforming rights of this section.
 2. **Removal of Non-conformity.** A determination may be made that the nonconformity poses significant negative effects on the long-term development within the district, or is incompatible with the intent and design objectives for future development in the immediate surroundings. In this circumstance, a nonconformity may be phased out over time to reduce the rights of the nonconforming situation to less than permitted by this section. Any phased removal of the non-conformity shall be based upon:
 - (a) Identified risks to long-term investments in the surrounding area, and risks that could not otherwise be protected by a different zoning determination for the properties involved;
 - (b) Consideration of reasonable investments in the property up to the time the zoning established the non-conforming situation, and what is an appropriate time to allow a return on those past investments; and

- (c) Coordinating with the anticipated rate of change in the area and how the presence of the nonconformity affects that change, including other opportunities available for the nonconforming property.

Reserved Sections 24-106 through 24-200

Chapter 2. Procedures

- 24-201 General – All Applications
- 24-202 Minor Subdivision
- 24-203 Major Subdivision
- 24-204 Rezoning
- 24-205 Planned Unit Development
- 24-206 Use by Special Review
- 24-207 Site Plan
- 24-208 Alternative Compliance
- 24-209 Variance
- 24-210 Appeals of Administrative Decision
- 24-211 Code Amendments
- 24-212 Vacation & Dedication of Easements
- 24-213 Vacation & Dedication of Right-of-way
- 24-214 Annexation

Table 24-2-1: Procedures Summary

Applications	Eligible Applicants			Pre-application Conference	Neighborhood meeting	Notice			Review Body			
	Owner	PC	CC			Post	Publish	Mail	Staff	PC	CC	ZBA
Minor Subdivision	■			<input checked="" type="checkbox"/>				<input type="checkbox"/>	D	A	A	
Major Subdivision - Preliminary Plat	■			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R	D/PH	A	
Major Subdivision – Final Plat	■			<input checked="" type="checkbox"/>					D	A	Ac	
Rezoning	■	■	■	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R	R/PH	D/PH	
Planned Unit Development (PUD)	■		■	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R	R/PH	D/PH	
Use By Special Review	■			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R	D/PH	A	
Site Plan	■			<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	D	A	A	
Alternative Compliance	■			<input checked="" type="checkbox"/>				<input type="checkbox"/>	D	A	A	
Minor Variance	■			<input checked="" type="checkbox"/>				<input type="checkbox"/>	D		A	A
Variance	■			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R		A	D/PH
Appeal of Administrative Decision	■	■	■			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			A	D/PH
Text Amendment		■	■				<input checked="" type="checkbox"/>		R	R/PH	D/PH	
Easement Vacation/Dedication	■							<input type="checkbox"/>	D	A	A	
ROW Vacation/Dedication	■						<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R	R	D	
Annexation	■		■	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		R	R/PH	D/PH	

= Require
 = Director Option
 = Authorized
 PC = Planning Commission
 CC = City Council
 ZBA = Zoning Board of Appeals

R = Review and Recommending Authority
 D = Decision Making Authority
 Ac = Acceptance of Public Improvements
 A = Appeal of Decision
 PH = Public Hearing Required

24-201 General – All Applications

a. Applications and Fees

1. **Forms.** Applications required under this code shall be submitted to the Community Development Department in the form and format specified by the Department. The Director is authorized to establish submittal requirements and procedures in order to ensure all applications can be evaluated for conformance with this code. The Director may waive the requirement for specific information at the time of application, due to the routine nature of the application or due to the context of a particular application making the information inapplicable for review against the standards and criteria of this code.
2. **Fees.** Applications shall be accompanied by a non-refundable fee set administratively by the City Manager. A copy of the fee schedule shall be maintained by the Community Development Department and City Clerk's office for public inspection. No application shall be accepted or processed without the required fee, except applications initiated by the City.
3. **Eligible Applicants.** Table 24-2-1 indicates applicants eligible for each particular application under this code:
 - (a) **Owner.** The property owner of record for the subject property of the application or that owner's agent authorized by written permission of the owner.
 - (b) **Planning Commission.** The Planning Commission, acting on its own initiative or through recommendations brought to it by city staff, and according to its bylaws and rules of procedure.
 - (c) **City Council.** The City Council acting on its own initiative or through recommendations brought to it by city staff of Planning Commission, and according to its bylaws and rules of procedure.

b. Concurrent Applications.

When a project requires approvals under more than one type of application, the Director may determine that each application may run concurrently based on the following:

1. The similarity of information required for each type of application, or where they require different information, the ability to coordinate information, review criteria and decisions under each application.
2. The similarity of notice, review meetings and review bodies required for each application.
3. The ability of the staff and review bodies to make effective decisions when reviewing the applications concurrently.

In cases where the Director determines applications may run concurrently, the application shall be processed through the most comprehensive required review, and lesser incorporated approvals may be conditioned on final outcomes of the last of the related decision.

c. Pre-application Meeting.

Pre-application meetings may be requested for any application and shall be required as indicated in Table 24-2-1. A required pre-application meeting may be waived at the Director's discretion and upon the applicant's request, for routine applications where the topics below can be addressed by general correspondence. The applicant shall submit schematic plans, existing conditions analysis, or other concepts and analysis in writing prior to the pre-application meeting to facilitate discussion on the following topics:

1. How the proposed project meets the goals of the Comprehensive Plan, or other specific plans or policies that may impact the application.
2. The applicant's vision and understanding of the market for the proposed project.
3. The proposed uses, general site layout, and conceptual or anticipated design of buildings, including how the project relates to surrounding sites and public spaces.

4. How the project will fit in and contribute to the area and further the intent of the existing or proposed zoning district.
 5. Planning and infrastructure impacts, including timing, phasing, or the need for any technical studies or outside agency coordination and review.
 6. Development review processes and review criteria, and in particular whether any special public information and outreach or specific agency or department reviews are necessary.
 7. Opportunities to improve designs or coordinate the preliminary concepts with other private or public investments in the area.
- d. **Staff Review.** Upon receipt of an application, the Director shall take the following steps:
1. **Determination of Complete Application.**
 - (a) If an application is determined incomplete, the Director shall notify the applicant of the specific ways in which the application is deficient. No further processing of the application shall occur until the deficiencies are corrected. If a deficient application is not corrected within 30 days of the notice, the Director may consider the incomplete application withdrawn.
 - (b) If an application is complete, it shall be processed for formal review.
 2. **Referrals.** The following agencies may be required to review and comment on applications. The Director may determine if other referral agencies may be affected by the project, based on the application and has discretion to add any other relevant or applicable agency to the list.
 - (a) Adjacent or other local governments
 - (b) Colorado Department of Transportation
 - (c) Colorado Parks and Wildlife
 - (d) Colorado Geologic Survey
 - (e) Office of State Engineer
 - (f) Gas and electric utilities;
 - (g) Telecommunications and cable providers;
 - (h) Public safety agencies (police, fire, EMS, health);
 - (i) Respective school district(s) in which the subject property is located;
 - (j) Water and sewer utilities;
 - (k) Ditch companies;
 - (l) Special districts; and
 - (m) Other local, state, or federal government agencies.
 3. **Review & Staff Comments.** The Director shall coordinate a staff review after receipt of a complete application, and may provide the applicant the following information in writing:
 - a. Comments or recommended changes based on the results of any referral agency comments, neighborhood meetings, or staff review.
 - b. Any supplemental information necessary to support the application or to address any comments or recommended changes.
 - c. If the applicant chooses not to address any particular comment or recommended change, a written statement shall be included with the resubmittal that demonstrates a good faith effort to address the issue and justify why the comment was not addressed. The applicant may request to schedule the application for official review based on this justification.
 - d. If the applicant fails to submit revisions or otherwise address staff comments in writing for more than 120 days, the Director may determine the application withdrawn, and the review terminated. Any further action will require a new application and fees.

4. **Scheduling.** Applications that have completed staff review, and addressed comments or recommended changes, shall be scheduled for further review according to these regulations.
 5. **Staff Report.** The Director shall prepare a staff report for applications that require review and decisions by other review bodies. The report shall identify the policies, plans, regulations and review criteria, and identify relevant facts of the application. The Director shall provide a copy of the report to the reviewing body and to the applicant in association with the public meeting agendas and packets.
- e. **Neighborhood Meeting.** A neighborhood meeting may be required prior to the formal public meeting as indicated in Table 24-2-1.
1. **Director Option.** At the pre-application meeting or in association with the review of an application, the Director may require a neighborhood meeting for any project that requires formal review beyond staff, and where:
 - (a) the nature of the project is complex or presents potential for significant changes and unanticipated impacts on property in the vicinity;
 - (b) the intensity of the proposed use or development is likely to present questions and concerns for adjacent property owners, beyond what may typically be allowed in the zoning district; or
 - (c) the required notice or any courtesy notice sent to property owners generates significant questions or concerns.
 2. **Required Meeting or Applicant Option.** A neighborhood meeting is required for any PUD application, and an applicant may elect to have a neighborhood meeting on any other project. These neighborhood meetings should be held prior to a formal application so that input and concerns of potentially impacted property may be considered in the initial application.
 3. **Meeting Format.** Neighborhood meetings shall meet the following:
 - (a) The Director shall coordinate the scheduling, meeting location, and notice..
 - (b) The meeting shall be held at a City facility, or where any other convenient and accessible public meeting facility within the general vicinity of the project, such as a school, community recreation center.
 - (c) The applicant is responsible for all content of the meeting, which at a minimum shall include:
 - (1) The general nature and scope of the proposed project;
 - (2) A summary of the proposed land use, including planned and potential future uses associated with the application;
 - (3) The most recent plans and submittals available for the project, depicting the scale, location and design of any buildings and the relation of all site improvements to the streets and adjacent property; and
 - (4) Identify and explain the subsequent formal review steps with the City, and note that official and formal review by the City may result in changes from the initial concepts.
 - (d) The applicant shall prepare minutes of the meeting including evidence of the notice, attendance, a copy of any presentation materials, a summary of the discussion and issues, and any outcomes or changes from the meeting. These minutes shall supplement the formal application.
- f. **Notice.** Notice shall be provided for each application as indicated in Table 24-2-1. Consistent with the provisions in Table 24-2-1, and in addition to the general publication of meeting agendas, required notice may include the following:

1. **Published.** Where published notice is required, the City shall post the notice on the public notice portion of the City's official website at least 15 days prior to the meeting or hearing. The notice shall include:
 - (a) A general description of the subject property by reference to streets and address;
 - (b) The zoning classification, specific use or action requested;
 - (c) The date, time and place of the public meeting; and
 - (d) A statement that additional information about the request is available at the Community Development Department, or other links to relevant information.

2. **Posted.** Where posted notice is required, notice shall be posted on the property or near the proposed site, visible to surrounding properties and the general public from adjacent public ways, according to the following:
 - (a) The City shall supply the sign(s), which shall include:
 - (1) The zoning classification, specific use or action requested;
 - (2) The date, time and place of the public meeting; and
 - (3) A statement that additional information about the application is available at the Community Development Department
 - (b) One sign facing the most prominent public street is required. The Director may require additional signs and specific locations of signs based on the context of the property.
 - (c) The applicant shall ensure that all signs are posted at least 15 days prior to the public hearing or meeting.
 - (d) The applicant shall supplement the application evidence and a signed statement of compliance with the notice requirement.
 - (e) The applicant shall make a reasonable good faith effort to maintain posted notice throughout the proceedings.

3. **Mailed.** Where mailed notice is required, a courtesy letter shall be sent to all record landowners within 500 feet of the property. However, where the project is very large or intense, or where land ownership patterns would result in few owners being notified, the Director may extend this up to 1,000 feet from the property. Where mailed notice is at the option of the Director, any distance may be established by the Director based on the scale and intensity of the proposed project.
 - (a) The city shall supply the list of owners, and the applicant is responsible for mailing notice.
 - (b) The notice shall be mailed at least 15 days prior to the public meeting.
 - (c) Mailed notice shall state the following:
 - (1) A general description of the subject property by reference to streets and address;
 - (2) The zoning classification, specific use or action requested, and a general description of the project;
 - (3) A legal description or abbreviated legal description of the property;
 - (4) The date, time and place of the public meeting;
 - (5) Whether the meeting is a public hearing, where participants will have a right to speak, present testimony or evidence, and establish a record for the decision, or whether it is a public meeting without that right; and
 - (6) A statement that additional information about the application is available at the Community Development Department.
 - (d) The applicant shall submit a copy of the notice with the application, and evidence and a signed statement verifying notice was sent to all landowners prior to the public meeting or hearing.

4. **Failure of Notice.** Any failure of published, posted or mailed notice shall not invalidate any subsequent process or decision, in the Director's discretion. In making this decision, the Director shall consider whether:
- (a) Good faith efforts were made to comply with notice, and the failure of notice was beyond the applicant's control;
 - (b) Technical errors in the notice were made, but constructive and actual notice was available to all interested parties; or
 - (c) The failure of notice is not otherwise instrumental to the proceedings, criteria, or record established for the decision.
5. **Surface Development Notice.** Where mailed notice is required by state statutes for any project related to mineral estate owners identified on the county tax assessor's records or who have filed in the office of the county clerk and recorder a request for notification, the applicant shall be responsible for notice. The applicant shall certify that notice has been provided as required by this code and Colorado law prior to a public hearing, public meeting or administrative decision.
- g. **Public Hearings.** Where public hearings are required by Table 24-2-1, the following procedures apply:
1. The hearing shall be conducted and a record of the proceedings shall be preserved.
 2. Any interested person or party may appear and be heard in person or by agent.
 3. The review body may request testimony or a report on the application from any government official or agency, or any other person with information pertinent to the application.
 4. A public hearing for which proper notice was given may be continued to a later date without again requiring notice, provided the specific date, time, and place of the continued hearing is announced at the original hearing.
 5. If the review body is a recommending body, a written summary of the meeting and the recommendation shall be forwarded to the decision-making body.
 6. A review body is authorized to establish meeting procedures and bylaws, or otherwise state rules regarding specific conduct and management of public hearings, within the parameters of these regulations.
- h. **Action by Review Bodies.** Review bodies shall take the actions indicated in Table 24-2-1. A review body may take any action on the application consistent with notice given and based on the criteria in this Chapter, or it may recommend such action when the review body is a recommending body, including the following:
1. Approve the application.
 2. Approve the application, with conditions or modifications that make it more consistent with the standards and review criteria.
 3. Deny the application, making specific findings or stating criteria for the denial.
 4. Continue the application to allow further analysis. The continuation period shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.
- i. **Appeals.** Where a review body is designated as the appellate body in Table 24-2-1, the following appeal procedures apply:
1. Appeals shall be filed with the Director within 10 days of the decision by the decision-making review body.
 2. Appeals shall identify the exact provisions in dispute, and whether it is incorrect due to one or more of the following:
 - (a) It was against the express standards of this development code;

- (b) It was an unreasonable interpretation or application of the standards or review criteria;
 - (c) It was erroneous, based on the record and facts reviewed by the decision-making body; or
 - (d) It was otherwise clearly contrary to law.
 - 3. Appeals may be filed by:
 - (a) the applicant;
 - (b) any person who received mailed notice and who testified or entered a statement at a public hearing; or
 - (c) any director of a city department or referral agency that provided comments on an application.
 - 4. The appellate body shall consider the application within a reasonable time, considering the next available meeting and the nature of the appeal. The appeal shall be based on the established record, and give deference to the previous review body; however, the appellate body may take any action authorized by the decision-making body under this code if it determines that a clear error was made. The procedure and required notice for an appeal shall be the same as required of the original application.
 - 5. Where no appeal is designated in Table 24-2-1, the decision shall be final and only appealed as authorized by state law.
- j. **Technical Studies.** The Director, on behalf of any public official, department, or agency, the Planning Commission, or the City Council, may require applicants to submit technical studies necessary to evaluate the application. Technical review by outside entities with expertise or jurisdiction over details of the application may be required in place of, in addition to, or in association with any studies. Examples of technical studies that may be required include traffic studies, engineering studies, geologic or hydrologic studies, environmental impact assessments, noise studies, market studies, or fiscal and economic impact studies. The persons or firms preparing the studies shall be subject to the approval of the Director. The costs of all studies shall be borne by the applicant. Any application that is determined to require technical studies or review from entities outside of the City may require special schedules based on the reasonable time frames to conduct those studies or additional reviews.
- k. **Successive Applications.** When the review body takes final action to deny an application, the same or a similar application may not be refiled for one year from date of denial, except as allowed under this section. The Director may permit a refile of the application sooner than one year when it is determined that significant physical, economic, or land use changes have taken place within the immediate vicinity, or where a significant text amendment to this code has been adopted that may affect the outcome. There shall be no time limitation on an application that the Director determines is substantially different from a previously denied application, considering the proposed use, scale or intensity of development, and potential impacts on adjacent property.
- l. **Vested Rights.** Greeley, through its home rule authority recognizes vested property rights as specified in this Code. This code preempts and determines which applications are “site specific development plans” for the purposes of the Colorado Vested Property Rights Law, and establishes different rights and obligations associated with approvals. The vested rights in this code meet the intent and objectives of the Colorado Vested Property Rights Law, and ensures all constitutional rights intended to be protected by that law. However, through the Greeley home rule authority, and its statutory obligation to implement the Comprehensive Plan and protect the public safety, health and general welfare, vesting shall only occur to the extent of the standards of this code reflected in specific approved applications. Vesting does not include other regulations that are general in nature or that apply equally to all property subject to these regulations. Vesting does not exempt applications from any subsequent review and approvals prior to construction under this code or other codes. Vesting does not insulate a project from other public health and safety codes, including changes or updates to codes associated with subsequent

reviews, including construction drawings and specifications, drainage plans and permits, and building permits.

24-202 Minor Subdivision

- a. **Applicability.** Minor subdivisions are routine applications that establish or alter legal boundaries of lots or tracts, but do not significantly alter development patterns or impact public improvements and facilities. Minor subdivision applications may be initiated by the property owner. The following actions may be processed as minor subdivisions:
1. **Lot Line Adjustment.** The alteration of legal boundaries for up to four previously platted lots.
 2. **Lot Consolidation.** The consolidation of up to four previously platted lots or parcels into fewer lots, provided that no resulting lot is larger than three times the size of the largest existing lot or parcel.
 3. **Minor Plat.** The division of land or the replat of previously platted lots or tracts into 10 or fewer lots for residential purposes, or six or fewer lots for any non-residential purposes; or the division of land where all resulting lots or tracts are more than 80 acres; or any development without a land division on a previously unplatted parcel.
 4. **Plat Correction.** A survey or other legal instrument to correct an error in the legal description or other element of an approved plat; to dedicate, vacate, or alter easements; or to confirm legal boundaries of lots in an approved plat that could only be determined post-construction, such as for duplexes or row houses where the units and lots are individually owned.
 5. **Condominium Plat.** The division of a building on an existing, legally platted lot into individual air space ownership units, relative to commonly owned elements and common area covenants and agreements.
- b. **Review Criteria.** A minor subdivision may be approved by the Director if the Director determines that all of the following are met.
1. No new streets or other public land dedication is needed. If additional right-of-way for existing streets is included with a minor subdivision, acceptance of the dedication by City Council is required.
 2. No significant increase in service requirements (utilities, schools, traffic control, streets, etc.) or impact on the ability to maintain existing service levels will result.
 3. The application does not alter the interpretation of any zoning district boundaries due to adjustments to any lots.
 4. All resulting lots meet the legal standards of the subdivision regulations and applicable zoning districts.
 5. The lot patterns meet all eligibility requirements for minor subdivisions, and are otherwise compatible with the surrounding area and any previously approved preliminary or final plat for the subject property. In determining compatibility, the size and dimension of lots, the layout and design of existing subdivisions and rights-of-way, the degree of change to the character and pattern of buildings, and potential impact on surrounding property shall be considered.
 6. No other significant issues exist with potential development enabled by the plat that could impact planning policies in the area or adjacent property owners.
 7. A condominium plat shall meet the following additional criteria:
 - (a) Consistent with an approved plat demonstrating legal ownership of the lot and any common areas by a single entity.
 - (b) Consistent with a site plan depicting the building to be subdivided into individual units.

- (c) Documentation that assigns responsibility and demonstrates capacity to maintain all common ownership elements.
- (d) Covenants, declarations or party wall agreements or other restrictions to be recorded establish rights and responsibilities for owners of individual units, and designation of all general and limited common elements
- (e) The site and building comply with all aspects of this development code, other than the proposal to divide individual airspace units for common ownership.

Any application not classified as a minor subdivision or not meeting these criteria shall be processed as a major subdivision with a preliminary and final plat.

- c. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the requirements in this sub-section apply to minor subdivision applications:
 - 1. If the Director determines at any point in the process that the application is not eligible for a minor subdivision, the Director may deny the application or allow the applicant to reclassify as a major subdivision according to additional required information or fees.
 - 2. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director may make a final decision.
 - 3. If a minor subdivision includes additions to existing right-of-way, the minor subdivision shall be placed on the consent agenda for the City Council to accept the dedication.
- d. **Effect of Decision.**
 - 1. *Subdivision Improvement Agreement.* The applicant shall enter into a Subdivision Improvement Agreement for any required improvements, which shall be recorded with or prior to recording of the minor subdivision. The Director may waive the need for a Subdivision Improvement Agreement where there are no required improvements or for routine applications, where the requirements of this code are sufficient to address construction of improvements.
 - 2. *Recording.* The Director shall record the minor subdivision with the Weld County Clerk and Recorder within 60 days. The Director may grant an extension of this period for up to 90 days in order to complete any agreement, or otherwise address the timing and implementation of improvements. Any minor subdivision not recorded within this time shall expire.
 - 3. *Vested Rights.* A recorded minor subdivision shall create a vested property right for 3 years, or for any other time specifically identified in a Subdivision Improvement Agreement. If improvements or other obligations are not completed within this time, or the applicant or future landowners otherwise default on the Subdivision Improvement Agreement, the minor subdivision shall expire and a new plat shall be required prior to any development.

24-203 Major Subdivision

- a. **Applicability.** Major subdivisions apply to all land divisions or other alterations of legal boundaries of lots or tracts that are ineligible for minor subdivision processes in Section 24-202. Major subdivision applications may be initiated by the property owner. Major subdivisions require comprehensive review through separate preliminary and final plat procedures, due to the complexity of coordinating planning, design and engineering requirements. In accordance with Section 24-201.b, the Director may determine at a pre-application conference that a preliminary and final plat may be submitted concurrently, where the application is small or routine.
- b. **Preliminary Plat.** The preliminary plat provides detailed planning review of development patterns, street networks, block and lot layout, and the ability to meet public facility and utility

requirements for future development, prior to preparation of detailed construction and engineering plans. A preliminary plat shall be processed according to the following specific procedures.

1. **Review Criteria.** A preliminary plat shall be reviewed according to the following criteria:
 - (a) The application is in accordance with the Comprehensive Plan, or any other specific plan created under that plan, and in particular, the physical development patterns and design concepts of the plan.
 - (b) The development and infrastructure is arranged in a manner to minimize impacts on geologic hazards, environmentally sensitive areas, wildlife habitat, or other natural features of the land.
 - (c) The arrangement and proposed design of streets, blocks, and open spaces meet the development and design standards of the subdivision regulations, and are coordinated with existing or potential development on adjacent property.
 - (d) The proposed blocks and lots are capable of meeting all development and site design standards under the applicable zoning district.
 - (e) The application demonstrates a preliminary likelihood of being able to meet the design, construction, performance, and maintenance requirements for all required improvements.
 - (f) Any phasing is clearly indicated and demonstrates a logical and coordinated approach to development, and the timing, location, and construction of amenities is consistent throughout phases.
 - (g) Any impacts identified by specific studies or technical reports, including a review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.
 - (h) The design does not impede the construction of anticipated or planned future public infrastructure within the area, or deter future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.
 - (i) The recommendations of professional staff or any other referral agencies authorized to review the subdivision plan.

2. **Review Procedure.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the requirements in this sub-section apply to preliminary plat applications:
 - (a) At the pre-application meeting, and based on the size, scope and impact of any future development anticipated or pending with the request, the Director shall determine how to coordinate the Neighborhood Meeting and any additional notice of meetings or hearings necessary for the formal review.
 - (b) Any application that is particularly complex or involves significant planning and design issues, may be coordinated with a Rezoning in Section 24-204 or a Planned Unit in Section 24-205, prior to official submittal of a preliminary plat.
 - (c) After review by staff, receipt of any comments from referral agencies, and any necessary resubmittal, the Director shall schedule review by the Planning Commission
 - (d) The Planning Commission shall hold a public hearing and make a decision on the preliminary plat. Provided no substantial changes are made in association with a subsequent final plat, a final plat may be administratively approved by staff and public improvements accepted by City Council according to subsection 24-203.c.2.

3. **Effect of Decision.** The approval of the preliminary plat does not constitute an acceptance of the subdivision but authorizes preparation of the final plat. Denial of a preliminary plat may be appealed to the City Council.

4. **Term of Expiration.** The approval of the preliminary plat shall be effective for three years, except that any complete submittal of final plat for any phases indicated on a preliminary plat shall stall the three-year period, and approval of the final plat shall extend the expiration deadline for one year for the remaining portions of the preliminary plat. The Director may grant up to two extensions of this period for up to six months each, if the applicant demonstrates substantial progress towards the design and engineering requirements necessary to submit a final plat. Any such extension shall be requested by the applicant in writing prior to the expiration of the preliminary plat.
- c. **Final Plat.** A final plat requires review and refinement of the preliminary plat, review and coordination of construction documents, and review and dedication of easements, rights-of-way and public lands prior to recording subdivisions and authorizing the sale of lots to different owners. After approval of the preliminary plat, the applicant may submit a final plat for all or for portions of the preliminary plat area subject to a phasing plan approved with the preliminary plat. A final plat shall be processed according to the following specific procedures.
1. **Review Criteria.** A final plat shall be reviewed according to the following criteria, as well as all criteria applicable to the preliminary plat review:
- (a) The layout and design of the final plat is consistent with the approved preliminary plat considering the number and size of lots and out lots; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments. Deviations that result from further detail in planning, design, and engineering, and that meet the standards of this code, are generally considered “consistent” with the subdivision plan.
 - (b) The construction plans for any utilities, infrastructure or public facilities meet all technical specifications.
 - (c) All required improvements, dedications, fees, financial guarantees, and maintenance guarantees are provided.
 - (d) The phasing and timing of public improvements ensures construction and performance guarantees. Any phasing that meets an approved preliminary plat is presumed acceptable. Any deviations of the final plats from an approved phasing plan may be approved provided it does not alter the timing or coordination of required improvements or amenities for the proposed final plat or any previous approved final plats.
 - (e) The recommendations of professional staff or any other public entity authorized to review the final plat.
 - (f) Deviations in the final plat from the approved preliminary plat may be approved if:
 - (1) Any aspect of the project different from the approved preliminary plat complies with all applicable zoning standards, subdivision design standards, and meets the intent and design objectives of those standards.
 - (2) The change does not increase the impact of any development on required improvements beyond the capacity for required improvements established in the preliminary plat;
 - (3) The change does not violate any condition of the Planning Commission associated with the approval of the preliminary plat or any general development plan applicable to the property;
 - (4) If technical studies were required with the preliminary plat, the author of the study shall submit an amendment noting that the change does not impact any findings of the study; and
 - (5) The change is generally consistent with development concepts in the preliminary plat in terms of land uses, scale and intensity of development, and in no case changes the number of lots, dwelling units,

or buildings, or sizes of blocks and open spaces by more than 10 percent.

2. **Review Procedure.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the requirements in this section apply to final plat applications:
- (a) The applicant shall identify all improvements to be constructed, either according to the required improvements listed this code or by a specific agreement for the project. The applicant shall submit final plans and specifications for these improvements, and ensure construction of these improvements of financial guarantees as provided in Section 24-304.
 - (b) The staff shall review the final plat for conformance with the planning and design elements, and the engineering specifications for required improvements, and a final plat meeting these criteria shall be approved.
 - (c) A final plat not meeting the review criteria may require reprocessing as a revised preliminary plat.
 - (d) The Director shall make the final decision on final plats.
 - (e) Any final plat approved by the Director and which includes dedication of rights-of-way, public lands or other public improvements, shall be placed on the consent agenda for the City Council to accept the dedication.
3. **Effect of Decision.**
- (a) **Subdivision Improvement Agreement.** The applicant shall enter into a Subdivision Improvement Agreement with the City for any required improvements, which shall be recorded with or prior to recording of the final plat. The Director may waive the need for a Subdivision Improvement Agreement where there are no required improvements or for routine applications, where the requirements of the code are sufficient to address construction of improvements. At a minimum, the agreement shall indicate the following:
 - (1) Acknowledgement of all required improvements per Section 24-304 of this code, and any specific deviations or additions from this section.
 - (2) A refined timeline coordinating construction drawings, permits, construction, inspections and final acceptance.
 - (3) Specifics on performance and maintenance guarantees, and any particular consequences or contingencies if there is a default.
 - (4) Any additional improvements made necessary by technical studies required by Section 24-201.j or adequate public facilities analysis in Section 24-305.
 - (5) A provision binding any future landowners to the agreement.
 - (6) Any other requirements prior to building permits or certificates of occupancy.
 - (b) **Recording.** The Director shall record the final plat with the Weld County Clerk and Recorder within 60 days. The Director may grant an extension of this period for up to 90 days in order to complete any agreement, or otherwise address the timing and implementation of improvements. Any final plat not recorded within this time shall expire.
 - (c) **Vested Rights.** A recorded final plat shall create a vested property right for 3 years, or for any other time specifically identified in a Subdivision Improvement Agreement. If improvements or other obligations are not completed within this time, or the applicant or future landowners otherwise default on the Subdivision Improvement Agreement, the final plat shall expire and a new plat shall be required prior to any development.

24-204 Rezoning

- a. **Applicability.** The rezoning process provides review of changes to the boundary of zoning districts that may be necessary to implement the Comprehensive Plan, to account for changed conditions in the general area, or to reflect a change in policies with respect to future development. Application for a rezoning may be filed by the property owner, the City Council, or the Planning Commission, or by Staff on behalf of these city entities.
- b. **Review Criteria.** Review, recommendations and decisions for a proposed rezoning shall be based on the following criteria:
1. The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan.
 2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.
 3. Whether 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
 4. Whether the existing zoning been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.
 5. The proposed zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development.
 6. The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.
 7. The change will serve a community need, provide an amenity or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning.
 8. Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.
 9. The recommendations of professional staff or advisory review bodies.
- c. **Review Procedure.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the requirements in this sub-section apply to rezoning applications:
1. Applications may be accompanied by any preliminary plat, site plan, zoning suitability plan, or other plan necessary to review conformance with the Comprehensive Plan.
 2. At the pre-application meeting, and based on the size, scope and impact of any future development anticipated or pending with the request, the Director shall determine how to coordinate the Neighborhood Meeting and any additional notice of meetings or hearings necessary for the formal review.
 3. After review by staff, receipt of any comments from referral agencies, and any necessary resubmittal, the Director shall schedule review by the Planning Commission.
 4. The Planning Commission shall hold a public hearing and shall make a recommendation to the City Council. Upon a recommendation from the Planning Commission, the City Council shall hold a public hearing and make the final decision on rezoning applications.
 5. Rezoning may be conditioned upon anything that further ensures the criteria for rezoning will be met, including:

- (a) A plan that identifies general land use categories, the arrangement and character of streets and open spaces, and the anticipated scale, intensity and character of development and how it relates to adjacent areas.
 - (b) Addressing any existing uses that become non-conforming as provided in Section 24-105.g.
6. Approval of a rezoning shall be by ordinance approved by the City Council.
- d. **Effect of Decision.** Upon approval of a change in the district boundaries, the Director shall record a copy of the ordinance approving the zone change with the City Clerk. The Director shall make the change on the official map by an actual change or other record identifying the ordinance and the associated property. The zoning shall remain in effect unless changed by the City Council according to the procedures specified in these regulations.

24-205 Planned Unit Development

- a. **Applicability.** A planned unit development (PUD) application is a type of rezoning based on a specific and integrated development plan, and must follow the procedures and meet the requirements of the rezoning process.
- 1. Application for a PUD may be filed by the property owner, the City Council, or by staff on behalf of the City Council.
 - 2. The PUD process is intended for development concepts that require a higher degree of specific planning based on the scale and complexity of the project. The higher degree of planning affords flexibility in the standards to improve the relationship of the project to the context, and to better meet the purpose, intent and objectives of this code.
 - 3. A PUD shall include sufficient area to implement planning concepts that generate broader public benefits that can only be gained from flexible application of the standards, and not simply be used to justify deviations for single projects or on a site-specific basis.
 - 4. Generally PUD applications shall include at least 5 acres. Applications for smaller PUD applications may be processed by the Director for:
 - (a) additions to previously approved PUDs if the flexible application of standards is used to integrate projects with previous plans; or
 - (b) projects with a mix of uses that are not otherwise accounted for by one or a combination of the base zoning districts of the code.
- b. **Development Plan.** A PUD requires approval of a specific plan for coordinated development of the entire area within a PUD and shall include the following:
- 1. **Existing Conditions.** Existing conditions reflect the current state of the property. This includes an analysis identifying the general layout of any existing structures, streets or infrastructure; the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features; and the presence and relationships to these same conditions on adjacent property.
 - 2. **Master Development Plan.** A Master Development Plan presents the vision for the project. It identifies the area and relationship of general land use categories, the arrangement and character of streets and open spaces, and the anticipated scale, intensity and character of development through maps, illustrations of development concepts, and statements on the intent and objectives for the project. The Master Development Plan shall indicate why the flexibility requested is justified by the plan and how it could not be easily achieved by other zoning designations. The Master Development Plan shall include the following:

- (a) **Project Boundary.** The overall boundary and name of the Planned Unit Development.
 - (b) **General Layout.** The general development pattern of streets, blocks and open spaces in the concept plan.
 - (c) **Public and Community Facilities.** The location of school sites, amenities, focal points, parks and trails, including any land dedicated to or reserved for acquisition by any public entities.
 - (d) **Planning Areas.** The designation of distinct areas of the project in terms of land uses, intensity or density of development, range of building types, or other unique design characteristics or amenities of the project. All planning areas and open space areas shall be shown overlaid on topography at a scale that clearly delineates the planning area boundaries so that they can be located on the site. For each planning area or within a separate table, indicate the following: acreage; number of dwelling units; land use designation; residential density or nonresidential square footage.
 - (e) **Specific Regulations & Deviations.** The most applicable base zoning district in terms of uses, development standards or design standards shall be designated for each planning area, and specific deviations from these standards shall be identified. These deviations may be more permissive or more restrictive than otherwise applicable standards, but should anticipate long-term development and potential future changes. To the extent items are not addressed by specific deviations, the base zoning district standards will control.
 - (f) **Phasing or Implementation.** Phasing or implementation indicates a strategy and estimated timing of development, and any other administrative details of implementing the plan through future plats and site plans.
3. **Detail Plans.** The PUD may include detail plans and specifications such as renderings, elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details demonstrating how the plan will be executed according to the proposed development standards.
 4. **Statement of Commitments.** The applicant shall provide a statement of commitments regarding all future aspects of development, and how these commitments shall be coordinated with the phasing and subsequent platting of the projects. Commitments shall at a minimum include the following:
 - a. Streets and streetscape designs required by Section 24-301.
 - b. Open and civic spaces, whether public, common or private, required by Section 24-302.
 - c. Improvements and performance and maintenance guarantees required by Section 24-304.
 - d. Any additional improvements or dedications to other public entities needed by the adequate facility analysis in Section 24-305.
 - e. Any additional improvements, open spaces, or other development pre-requisites resulting from technical studies that may be required by Section 24-201.j.
 5. **Other Information.** Any other information otherwise required by the city for rezoning.
- c. **Review Criteria**

1. **Generally.** Review, recommendations and decisions for new PUDs shall be based on the following criteria:
 - (a) The plan reflects greater consistency with or more specificity in implementing the Comprehensive Plan than what could be accomplished under application of general zoning districts and development standards.
 - (b) The benefits from any flexibility in the proposed plan:
 - (1) promote the general public health, safety and welfare of the community, and in particular, that of the areas immediately near or within the proposed project, and is not strictly to benefit the applicant or a single project;
 - (2) involves innovative concepts that were not anticipated by the development code; or
 - (3) apply to a unique or specific context in a manner that allows the project to better meet the intent or design objectives of the base zoning districts and standards.
 - (c) The plan reflects generally accepted and sound planning and urban design principles with respect to applying the goals and objectives of the Comprehensive Plan to the area.
 - (d) The plan meets all of the review criteria for zoning map amendments in Section 24-204.

2. **Minor Amendment to PUDs.** Minor amendments to PUDs may be approved by the Director, provided it meets the all of the criteria for the initial approval of the PUD, and is limited to the following:
 - (a) Any change in the number of housing units, change in lot sizes or dimensions, or increase in the land of non-residential uses is less than 5%.
 - (b) There is no decrease in the amount of open space or other reduction of amenities from the approved plan.
 - (c) Any change in a building location is no more than 10% of the approved distance to adjacent property lines.
 - (d) Any change in the height or square footage of buildings is no more than 10% of the approved measurements.
 - (e) Any change in a design standard meets the criteria for alternative compliance in Section 24-208.
 - (f) Changes to the boundaries of any planning areas do not change the boundaries of the PUD, do not later the mix of uses by more than 10% in land area or square footage, and otherwise reflect a similar land use plan.
 - (g) The proposed change is consistent with concept plans in the previously approved planned unit development;
 - (h) The plan meets all of the review criteria for site plans in Section 24-207.

3. **Major Amendment to PUDs.** Changes to previously approved PUDs that exceed allowances for minor amendments may be proposed for a portion of the area under the following criteria:
 - (a) The proposed change does not create potential impacts on other property in the PUD that are greater than would could typically occur in similar zoning districts or contexts; and
 - (b) The process and criteria for the initial approval of a PUD are met.

- d. **Review Procedure.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the requirements in this sub-section apply to PUDs:
 1. The planned unit development application is a type of rezoning and shall follow the procedures applicable to rezoning in Section 24-204.c.

2. Based on the complexity of projects and degree of advanced planning and urban design necessary for a project, the applicant may elect to break elements of a general development plan in subsection 24-205.b. into two or more steps to review concepts and preliminary designs prior to approval of the complete development plan.
 3. In most cases, land will need to be subdivided in order to carry out a development plan. The platting process is a separate process but may run concurrently with the planned unit development process, as specified in Section 24-201.b.
- e. **Effect of Decision.** Upon approval of a rezoning to PUD, the Director shall record a copy of the ordinance approving the zone change with the City Clerk. The Director shall make the change on the official map by an actual change or other record identifying the ordinance and the associated property. The entire area shall be designated by the name of the PUD and reference to the PUD Master Development Plan. The specific regulations in the Master Development Plan may be based on base zoning districts, and allow any development consistent with the base zoning districts except as specifically modified by the PUD Master Development Plan. The PUD zoning shall remain in effect unless changed by the City Council according to the procedures specified in these regulations.

24-206 Use By Special Review

- a. **Applicability.** A use by special review provides flexibility for different uses within a zoning district and allows the potential for additional uses subject to specific conditions and a case-specific review. These uses may require specific design, operational limitations, or additional mitigation to ensure the use is appropriate in a specific location. Use by special review may be initiated by the property owner.

This process is specifically applicable to uses identified as use by special review (“S”) in the Use Table in Section 24-402.

- b. **Review Criteria.** A use by special review shall be reviewed according to the following criteria:
1. All criteria for site plan review in Section 24-207. are met
 2. The application furthers the intent of the proposed zoning district, does not conflict with the intent of any abutting districts, and is otherwise determined to be consistent with the Comprehensive Plan.
 3. Any associated site development or construction complies with requirements of this code, including any conditions or additional requirements identified for the particular use.
 4. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use, and other potential impacts on adjacent property. The cumulative impact of a concentration of similar existing uses may be considered as part of the impact of a particular use.
 5. The site is physically suitable for the proposed use, and whether any additional site-specific conditions are necessary for the use to be appropriate and meet these criteria.
 6. Whether a limited time period for the permit is reasonably necessary to either limit the duration of the use, assess the use against changing conditions in the area, or ensure periodic reporting and ongoing enforcement of the permit.
 7. The long-range plans for the surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.
 8. The recommendations of professional staff or other technical reviews associated with the application.
- c. **Review Procedure.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to use by special review applications:

1. Applications shall be accompanied by a site plan to review conformance of any construction with standards of this code, and to review any performance criteria for the particular uses when applied to the site or building.
 2. After staff review, receipt of any comments from referral agencies, and any necessary resubmittal, the Director shall schedule review by the Planning Commission.
 3. The Planning Commission shall hold a public hearing and shall make a final decision on uses by special review, and the decision may be appealed to the City Council.
 4. The Planning Commission may attach any additional conditions on the use addressing the physical development, operations, maintenance or any other limitation it feels necessary to ensure the application meets the review criteria.
- d. **Effect of Decision.** Approval of a use by special review shall authorize the applicant to apply for a building permit and other applicable development or construction permits.
1. A use by special review shall expire within one year, if the applicant has not submitted a building permit application, or application for other permits, licenses or approvals necessary to establish the use. The Director may grant a one-year extension to this period. This period is distinct from any duration limits, periodic reviews or renewal periods once the use is established, which may be a condition of approval of the use.
 2. Ceasing the use for a period of more than 1 year shall be considered abandonment of the use by special review, and the approval shall expire.
 3. Minor changes to an approved use by special review may be approved by Director upon finding all of the following:
 - (a) The change expands the floor area of the original approval by less than 10%;
 - (b) There is not a change of use or significant increase in the intensity of the use that could adversely impact adjacent property;
 - (c) The change does not exceed the limits or violate any specific conditions of the original approval; and
 - (d) The change complies with all other provisions of this code, including the Site Plan procedures and criteria in 24-207.

Any other changes to the use shall require an amendment to the use by special review through the same procedures and criteria as the original application
 4. A use by special review may be revoked by the Planning Commission through the same procedures granting the use, upon a finding that the conditions of approval have not been met, or that the use has otherwise violated the provisions of this code.

24-207 Site Plan

- a. **Applicability.** The site plan process provides review of development projects that propose a change to buildings and sites that may impact the relationship to the streetscape or adjacent property, or may include a change of use or activity on the site. It ensures that projects meet the development and design standards of this code, and coordinates projects with surrounding development patterns and public spaces, including compatible arrangement of buildings, pedestrian and vehicle access, site design, lighting and landscape design. Site plans may be initiated by the property owner.

The site plan process specifically applies to reviews prior to any of the following:

1. Any building or site improvements;
 2. A grading or building permit; or
 3. A change of use.
- b. **Review Criteria.** In general, any site plan in compliance with all applicable standards of this code shall be approved. In making a determination of compliance with the standards applied to

particular site, or exercising any discretion under the standards, a site plan shall be reviewed according to the following criteria:

1. **Generally.**
 - (a) The plan meets all applicable standards or the criteria for any discretionary approvals.
 - (b) The plan does not substantially undermine any goals or objectives of the Comprehensive Plan that are applicable to the area or to the specific project.
 - (c) The plan does not present any other apparent risks to the public health, safety or welfare of the community.

 2. **Site Design and Engineering.**
 - (a) The plan provides safe access and internal circulation considering the site, the block and other surrounding connections, and appropriately balances vehicle, bicycle and pedestrian needs for the context.
 - (b) The plan provides or has existing capacity for utilities and other required improvements to serve the proposed development.
 - (c) The plan provides adequate management of storm water runoff.
 - (d) The plan provides proper grading considering prevailing grades and the relationship to adjacent sites.

 3. **Landscape and Open Space Design.**
 - (a) The plan creates an attractive aesthetic environment and improves relationships to the streetscape or other nearby public, civic or common spaces.
 - (b) The plan enhances the environmental and ecological functions of un-built portions of the site, and makes effective use and conservation of water resources.
 - (c) The plan reduces the exposure and adverse impact of more intense activities or components of the site or building on the streetscape and on adjacent properties.

 4. **Building Design.**
 - (a) The location, orientation, scale and massing of the building creates appropriate relationships to the streetscape and to adjacent properties.
 - (b) The selection and application of materials will promote proper maintenance and quality appearances over time.
 - (c) The location, fixtures and types of building and site lighting promotes creates aesthetic enhancements, promotes safety and security, and accounts for sensitive borders with the right-of-way or adjacent property
 - (d) The building reinforces the character of the area and reflects a compatible architectural relationship to adjacent buildings. Specifically, if there is any consistency or commonality in the scale, proportion, forms and features, and materials of adjacent buildings, they inform choices on the proposed building.
- c. **Review Procedure.** In addition to the general requirements in Table 24--1 and Section 24-201, the following requirements are specific to site plan applications:
1. At the applicant's discretion, and as part of the pre-application steps, the applicant may present a preliminary or conceptual site plan. This may be used to confirm interpretations, test basic concepts and standards, or review options for a proposed project.
 2. Any requests for alternative compliance or a variance from the standards are distinct applications, but may be coordinated with the Site Plan review as provided in Sections 24-208 and 24-209.
 3. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director may make a final decision.

4. The Director may determine that any application meeting these eligibility criteria still presents significant change or potential impacts on the area, or presents substantial interpretation questions on the application of development standards or review criteria. The Director may forward the application to the Planning Commission for a decisions according to the criteria in this Section.
- d. **Effect of Decision.** Approval of a site plan shall be valid and create a vested property right for 1 year, and authorize the applicant to apply for a building permit and all other applicable permits. The decision may be appealed to the Planning Commission. The Director may grant one extension for up to 1 additional year. Failure to obtain permits, or otherwise achieve substantial completion of improvements or commence the use within this time frame shall cause the approval to expire.

24-208 Alternative Compliance

- a. **Applicability.** The alternative compliance process provides limited flexibility in the application of design standards so that the best design solution may be applied to a particular context or site. It ensures that projects meet the intent and design objectives of the standards of this code, but allows for relief from strict application of the standards where an equal or better design solution is possible. Alternative compliance shall not reduce requirements of this code, but provide equivalent standards applied in a site-specific or creative way. Alternative compliance applications may be initiated by the property owner.

Specifically alternative compliance shall be applicable for any of the following:

1. Residential design standards in Section 24-503;
 2. Non-residential design standards in Section 24-603;
 3. Access and parking standards in Chapter 7;
 4. Landscape standards in Chapter 8; and
 5. Sign standards in Chapter 9.
- b. **Review Criteria.** The following criteria apply to any application that is proposing alternative compliance to any of the standards.
1. The alternative shall not alter any use standard, and deviation from any dimension or quantity standard shall be limited to 10%, except where specific sections authorize greater deviations. The Redevelopment Area established in Section 24-1007, shall not be limited in the extent of alternative compliance that may be considered.
 2. The alternative shall be based on specific conditions of the site that make the applicable standard impractical, or where compliance with the standard would not clearly advance the intent and design objective of the standard.
 3. The proposed alternative shall equally or better meet the intent or design objective of the particular standard.
 4. The alternative shall not have negative impacts on the adjacent sites, and otherwise affect adjacent sites in a similar way as would otherwise occur by complying with the standard.
 5. The alternative shall not undermine any other planning policy or design goals applicable to the site or general area.
 6. The alternative shall not be strictly for the convenience of a specific project, but is justified under any of the following broader community benefits:
 - (a) aesthetic considerations that permit better coordination with the established character of the specific area;
 - (b) improved environmental performance;
 - (c) enhanced pedestrian amenity of civic spaces;

- (d) adaptive reuse of existing buildings or infill on existing lots that otherwise would likely not occur;
 - (e) better serves public health and safety considerations; or
 - (f) more directly advances any official city-approved plans or policies applicable to a particular area.
- c. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to site plan applications:
1. Applications for alternative compliance may be submitted independently in advance of a site plan, provided there is sufficient information to evaluate the application according to the criteria. Alternatively, an application for a alternative compliance may be submitted with a site plan, provided that specific standards for which alternative compliance is proposed are clearly called out as a separate issue and decision in the application materials.
 2. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director may make a final decision.
 3. Any request for alternative compliance associated with another application that requires approval of another review body, may be approved by the Director conditioned on final approval of the associated application. The alternative compliance shall be noted in the associated application and either affirmed or denied by the review body according to the criteria of the associated application.
- d. **Effect of Decision.** Approval of alternative compliance shall be indicated by a written statement of the Director. It shall authorize deviation from the standards only to the extent demonstrated on the approved plans. The written statement of approval shall be included with a subsequent submitted site plan, or if associated with a site plan application clearly called out distinct from the site plan submittal. The approval shall only be valid for one year from the written statement, unless a complete site plan application is submitted, in which case the alternative compliance approval shall remain valid in association with the site plan submittal. The Director may grant an extension of up to 6 months provided the conditions affecting approval of the approval have not significantly changed. Denial of alternative compliance may be appealed to the Planning Commission.

24-209 Variance

- a. **Applicability.** A variance is a process to provide relief from a strict interpretation of the zoning and development standards of this code, which when applied to a particular property and in a specific context would create practical difficulties or unnecessary hardship on all reasonable use of the property. This application shall only apply to the design, dimension, and other site development standards of this code and shall not be used to authorize a use that is prohibited by the applicable zoning district. Variances may be initiated by the property owner.
- b. **Review Criteria.** A variance shall be reviewed and approved only on the finding by the Zoning Board of Appeals that the following conditions are met:
1. The strict application of this code would result in practical difficulties or unnecessary hardships that limit the reasonable use of the property without granting the variance.
 2. The difficulty or hardship is caused by conditions on the property that are unusual or atypical, are not are result of general conditions in the area, and were not created by the applicant.
 3. Granting the variance will not adversely affect the rights of adjacent property owners or residents.

4. Granting the variance will not adversely affect the public health, safety, or general welfare.
 5. Granting the variance is consistent with the Land Use Chapter of the Comprehensive Plan and area or neighborhood plans, or may achieve greater consistency with these plans than if the codes were strictly applied.
 6. Granting the variance does not undermine the purposes and intent of this code, and is consistent with the specific intent or design objectives of the provision for which the variance is sought.
 7. The requested variance is the minimum necessary to relieve the difficulty or hardship and permit reasonable use of the property.
- c. **Minor Variance Procedures.** The Director may approve minor variances subject to the following:
1. Applications for minor variances may be submitted independently in advance of a site plan, provided there is sufficient information to evaluate the application according to the criteria. Alternatively, an application for a minor variance may be submitted with a site plan, provided the need for the variance is clearly called out as a separate issue and decision in the application materials.
 2. Mailed notice shall be provided to all abutting property owners, allowing up to 15 days for the owners to object. Any objections shall require the variance to be processed with the Zoning Board of Appeals according to the rest of this Section.
 3. Minor variances shall be limited to the following circumstances:
 - (a) Variance to a setback, building location, or building height requirement by up to 10% of the requirement. Where this would be less than 1 foot, the Director may approve a variance up to 1 foot.
 - (b) Variance to a lot or open space area or dimension requirement of up to 5% of the requirement.
 - (c) Variance to a building coverage requirement by up to 10% of the requirement.
 4. The Director's decision shall be based on the criteria in Section 24-209.b.
- d. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to variance applications not eligible for minor variances:
1. Applications may be accompanied by a site plan where it is necessary to review conformance with standards of this code and the variance criteria.
 2. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director shall schedule review by the Zoning Board of Appeals.
 3. Approval by a majority of the Board present shall be necessary to grant a variance.
 4. In granting a variance, the Board may impose conditions and requirements that best assure the criteria for approval are in place and maintained, and any violation of these conditions shall be considered a violation of the ordinance.
- e. **Effect of Decision.** Upon approval of a variance, a Certificate of Variance Approval shall be recorded for the subject property by the Director in the Weld County Clerk and Recorder's Office. Upon filing, the applicant may proceed with any necessary approvals or permits authorized in the variance. Any variance not filed and acted upon within 12 months shall expire and no further action is permitted. The Director may grant an extension of up to 6 months provided the conditions affecting approval of the variance have not significantly changed. Denial of a minor variance by the Director may be appealed to the Zoning Board of Appeals. Denial of a variance by the Board of Zoning Appeals may be appealed to the City Council.

24-210 Appeal of Administrative Decision

- a. **Applicability.** The appeal of administrative decisions is a process to determine if there was an error in any final decision in the interpretation, administration or enforcement of this code by an administrative official of the City. Except for where this Chapter and Table 24-2-1 establish a different appeal process for specific applications, appeals of administrative decisions may be filed with the Zoning Board of Appeals. Appeals may be filed by any person aggrieved and materially affected by a final decision of an administrative official, or by any officer, department, board, or official public body of the City. Appeals of administrative decisions shall be filed in writing with the Community Development Department within 10 days of the date of the decision being appealed.
- b. **Effect of Filing.** An appeal halts all proceedings in furtherance of the decision appealed from unless the official making the decision certifies to the Board that it could cause imminent peril to life or property. In such case, the Board may elect to allow the official to continue proceedings in furtherance of the decision while the appeal is pending a final decision of the Board.
- c. **Notice.** Notice of the appeal shall be served upon the person whose decision is being appealed by providing a copy of the appeal. The administrative official whose decision is being appealed shall transmit to the Zoning Board of Appeals all plans, applications and other files directly impacting the decision and constituting the official record upon which the action appealed is taken within 10 days of receipt of such filing of the appeal. If the appeal is based on an application that required any other notice under this code, notice of the appeal shall also occur as required by the original application.
- c. **Action and Review Criteria.** The Zoning Board of Appeals shall grant the administrative official's decision a presumption of correctness, placing the burden of persuasion of error on the appellant. A majority vote of the Board present shall be necessary to sustain an appeal. An appeal shall be sustained only upon written findings that the official was in error. In exercising the appeal power, the Board shall have all the powers of the official from whom the appeal is taken, and the Board may reverse or affirm wholly or partly or may modify the decision being appealed.
- e. **Effect of Decision.** The decision by the Zoning Board of Appeals shall have the same effect as a decision made by the administrative official but shall be limited to the facts and circumstances of that particular case. The Director may use the Zoning Board of Appeals decision on an appeal as a factor when applying the standard appealed from to other similar circumstances. Any person aggrieved by a final decision of the Zoning Board of Appeals may appeal City Council according to Table 24-2-1 and Section 24-201.i.

24-211 Code Amendments

- a. **Applicability.** Amendments to these regulations may be initiated by the City Council or the Planning Commission, or by Staff on behalf of these entities.
- b. **Review Criteria.** A code amendment shall be reviewed according to the following criteria:
 - 1. The amendment furthers the purposes of these regulations in Section 24-101.c.
 - 2. The amendment is in accordance with the Comprehensive Plan and has been considered for both its long-range affects as well as immediate impacts.
 - 3. The amendment promotes the public safety, health and general welfare of the citizens of Greeley.
 - 4. The amendment improves the effectiveness and efficiency of administering the Land Development Code.
- c. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to text amendment applications:
 - 1. Applications may be accompanied by a related Comprehensive Plan amendment, or more specific plan, provided the amendment or plan has met all of the legal and policy requirements for plan approvals independent of the proposed code amendment.
 - 2. All amendments shall first require the recommendation of the Planning Commission. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
 - 3. The Planning Commission may recommend or City Council may approve a lessor change than was proposed in the notice, when considering the proposed change relative to the currently applicable standards.
- d. **Effect of Decision.** Amendments to the text of these regulations shall be approved by the City Council in the form of an ordinance and be effective after the date specified in the ordinance. The Director shall incorporate approved amendments into this code by reference to the specific amending ordinance, and indicate the newly applicable provisions and the replaced provisions, or by recodification of the official code, that incorporates the approved amendment.

24-212 Dedication & Vacation of Easements

- a. **Applicability.** Dedication and vacation of easements is used to officially record or eliminate easements granting specific access and property interests stated in the recorded document. Easements may be dedicated or vacated in association with a minor or major subdivision, or by this section. Eligible applicants for dedication of easements include anyone with a property interest in the abutting and underlying land, and eligible applicants for vacations are only the easement holder.
- b. **Review Criteria.** The following criteria apply to dedication and vacation of easements:
 - 1. All legal pre-requisites for recording or eliminating the property interest have been established, and all forms and fees required by the City have been submitted.



2. The applicant has established written evidence of ownership, and provided notice to all other ownership interests in the easement or affected property.
 3. The application will not be detrimental to any adjacent property owner, and no owner or entity with a property interest in the easement has objected.
 4. All parties in interest or potentially impacted by the application, and any agencies or city departments with an interest, have received notice and have had time to comment.
 5. For a vacation, there is no public purpose for the easement, considering the Comprehensive Plan, any specific transportation, open space or other public facilities plans, or other plans or policies under those plans.
 6. The application meets all other procedures and requirements of the Colorado Statutes, the Colorado Constitution, and the municipal code.
- c. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to dedicating or vacating easements:
1. The applicant shall submit a plat or other legal document showing the specific property rights to be vacated or dedicated, and the affect to adjacent or abutting property.
 2. The Director shall coordinate review of the application per Section 24-201.f., and in particular determine whether any referral agencies who may have facilities or other interest in the easement or right-of-way should be notified, or if all potentially affected property owners have been notified.
 3. The Director shall sufficient time from notice for necessary referral agencies to comment, or require consent forms from any affected parties. The Director may extend this time period where the nature of the application or caseloads warrant further consideration from referral agencies, city departments, or other interested parties.
 4. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director shall make a final decision.
- d. **Effect of Decision.** After approval of an easement dedication or vacation, the Director shall record the plat or other legal document with the Weld County Clerk and Recorder's Office. A denial of a vacation or dedication application may be appealed to the Planning Commission.

24-213 Dedication & Vacation of Rights-of-Way

- a. **Applicability.** Dedication and vacation of rights-of-way is used to officially record or eliminate rights granting specific access and property interests stated in the recorded document, which are not associated with a major subdivision process. Eligible applicants include the City or an abutting and underlying property owner. For any right-of-way abutting multiple property owners, the City may require that all owners join in the application.
- b. **Review Criteria.** The following criteria apply to dedication and vacation of rights-of-way:
1. All legal pre-requisites for recording or eliminating the property interest have been established, and all forms and fees required by the City have been submitted.
 2. The applicant has established written evidence of ownership of property abutting or underlying the right-of-way. Where multiple properties are involved each owner shall be joined in the application
 3. The application will not be detrimental to any adjacent property owner, and no owner or entity with a property interest in the easement has objected.
 4. All parties in interest or potentially impacted by the application, and any agencies or city departments with an interest, have received notice and have had time to comment.

5. For a vacation, there is no public purpose for the right-of-way, considering the Comprehensive Plan, any specific transportation, open space or other public facilities plans, or other plans or policies under those plans.
 6. For a dedication, the right-of-way will serve a public purpose and the dedication is sufficient to meet the design standards and specifications of Chapter 3 for streets, trails or other rights-of-way.
 7. The application meets all other procedures and requirements of the Colorado Statutes, the Colorado Constitution, and the municipal code.
- c. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to vacating rights-of-way or easements:
1. The applicant shall submit a plat or other legal document showing the specific property rights to be vacated or dedicated, and the affect to adjacent or abutting property.
 2. The Director shall coordinate review of the application per section 24-201.f., and in particular determine whether any referral agencies who may have facilities or other interest in the right-of-way should be notified, or if all potentially affected property owners have been notified.
 3. The Director shall allow sufficient from notice for necessary referral agencies to comment, or require consent forms from any affected parties. The Director may extend this time period where the nature of the application or caseloads warrant further consideration from referral agencies, city departments, or other interested parties.
 4. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director shall schedule review by the Planning Commission.
 5. The Planning Commission shall consider the application subject to the review criteria and make a recommendation to the City Council.
 6. Upon receipt of a recommendation from the Planning Commission, the City Council shall make a final decision, and may condition a decision to vacate right-of-way on reserving any interest it determines necessary to serve a public purpose or the interests of the affected property.
- d. **Effect of Decision.** After approval of a right-of-way dedication or vacation, the City Clerk shall record a copy of the scale drawing or illustration and legal description in the Weld County Clerk and Recorder's Office.

24-214 Annexation

- a. **Applicability.** The annexation process is to add unincorporated lands to the municipal boundaries, and consider well-ordered development of the City, and the extension of municipal services and facilities in an efficient, and effective manner. Annexation applications may be by petition of the land owners or at the initiation of the City Council.
- b. **Review Criteria.**
1. *General Eligibility.* The City Council may consider an annexation petition for land that satisfies the eligibility requirements of the statutes of the state as follows:
 - (a) The area proposed for annexation has not less than one-sixth of its perimeter contiguous with the municipal boundaries; and
 - (b) A community of interest exists between the area proposed for annexation and the City; the area is urban or will be urbanized in the near future; and the area is integrated with or is capable of being integrated with the annexing municipality.



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- (c) The full width of all public rights-of-way adjacent to a proposed annexation shall be included in the annexation.
 - (d) The responsibility to apply for exclusion from any applicable special districts shall be upon the applicant of the annexation.
 - (e) Annexations of enclaves may be initiated by the City Council when such enclaves have been completely surrounded by property within the municipal limits for a period of at least three years.
2. **Specific Criteria.** The Planning Commission and City Council shall evaluate annexations according to the following criteria:
- (a) The proposed annexation is in conformance with the City's Comprehensive Plan;
 - (b) The proposed annexation promotes geographical balance of the City's land use pattern;
 - (c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Section 24-305.
 - (d) The proposed annexation provides for a continual and rational boundary; and
 - (e) The proposed annexation is needed to accommodate future land use requirements.
- c. **Review Procedures.** In addition to any specific procedure required by the laws of the state at the time of annexation, and in accordance with the general procedures applicable by Table 24-2-1 and Section 24-201, the following specific procedures apply to annexations:
1. **Petition for Annexation.** The petition shall be signed by persons comprising more than 50% of the landowners in the area and owning more than 50% of the land area. Sample petitions are available from the Community Development Department.
 2. **Annexation Elections.** As an alternative to an annexation petition, the qualified electors of the area being proposed for annexation may petition the City Council to hold an annexation election.
 - (a) The petition for annexation election shall be signed by at least 75 qualified electors or 10% of the electors, whichever is less, or as otherwise required by state statutes.
 - (b) The petition shall be filed with the City Clerk and shall comply with the provisions of the state statutes.
 - (c) If the petition for annexation election is in substantial compliance with state statutes, the City Council shall call for an election to be held. Notice of such election shall be given by the City Clerk.
 - (d) If a majority of the votes cast are against annexation, or the vote is tied, the annexation proceedings to date will be voided and considered of no effect and the City Council shall proceed no further with the annexation proceedings.
 - (e) If a majority of the votes cast at the election are for annexation, the City Council may thereafter annex the area.
 3. **Application.** Application form and related application fees, including all additional plans and details required on the forms shall be provided by the applicant.
 4. **Request for Zoning.** The applicant shall submit a request for zoning in accordance with this section and Section 24-204, Rezoning or Section 24-205 Planned Unit Development. The Community Development Director shall conduct an analysis of existing land uses on

the subject property to ascertain zoning and lawfully established nonconforming uses. Nonconforming uses shall be permitted to continue, as provided in Section 24-105.

5. *Staff and Agency Review.* The Director shall coordinate review of an application with all necessary reviewing agencies, and allow them two weeks from the date of distribution of the annexation plat and supporting documents to make any objections or comments to the Community Development Director. This time period may be extended to the minimum period needed to complete the review.
6. *Resolution to Consider Annexation.* The City Council shall determine whether to proceed with annexation of property by resolution which shall include the public hearing date and, at the same time, shall determine if an annexation agreement will be required.
7. *Annexation Impact Report.* For annexations of areas larger than ten acres, the City shall prepare an impact report concerning the proposed annexation. The report shall be prepared at least 25 days prior to the date of the City Council's hearing on the proposed annexation, and a copy of the report shall be filed with the Board of County Commissioners governing the area proposed to be annexed within five days after preparation of the report. The annexation impact report shall contain the following information at a minimum:
 - (a) A map or maps of the municipality and adjacent territory to show the following:
 - (1) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
 - (2) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and
 - (3) The existing and proposed land uses in the areas to be annexed.
 - (b) A copy of any draft or final annexation agreement, if available;
 - (c) A statement on plans of the City for extending and providing municipal services at the time of annexation;
 - (d) A statement on the method to finance the extension of the municipal services into the area to be annexed;
 - (e) A statement identifying existing districts within the area to be annexed; and
 - (f) A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate students.
8. *Planning Commission Hearing.* The Planning Commission shall hold a public hearing on the annexation. In making a recommendation on an annexation, the Planning Commission shall consider the review criteria in this Section, any comments received from agencies or offices receiving copies of the annexation plat, the staff recommendation and any comments received from citizens.
9. *City Council Hearing.* The City Council shall hold a public hearing on the annexation. In taking action on an annexation, the City Council shall consider the review criteria in this Section, any comments received from agencies or offices receiving copies of the annexation plat, the staff and Planning Commission recommendations and any comments received from citizens.



- d. **Effect of Decision.** If the annexation is approved, the Community Development Director shall cause a copy of the signed annexation plat to be recorded in the Weld County Clerk and Recorder's Office. Annexed areas shall be included in the City's zoning ordinance and map within 90 days after the effective date of the annexation ordinance, except that the proposed zoning ordinance shall not be passed on final reading prior to the adoption of the annexation ordinance. The City shall consider zoning such newly annexed areas under the appropriate zoning category as follows:
1. If land use approval or development of areas being considered for annexation is not pending upon completion of annexation, if the subject property is in a transitional state regarding development or if it is in the best interest of the City, the City Council shall place the newly annexed property into the H-A Holding Agriculture Zoning District.
 2. Requests for zoning districts other than the H-A Holding Agriculture District may be considered by the City Council in conjunction with the submittal of all applicable requirements for a rezoning application. The City Council shall place the newly annexed property into the zoning district most appropriate, considering the goals and objectives of the City's Comprehensive Plan and the applicant's future development plans.
 3. Requests for zoning to the C-D Conservation District shall be exempt from the requirements of Subsections a. and b. above.
 4. Property which does not have an approved Development Plan per Section 24-205.b. or other land use or development plan per Section 24-204.c.5.(a), and does not develop within three years from the effective date of this Section shall be required to submit plan prior to, or in conjunction with, subdivision or site development.
 5. During the time in which zoning of newly annexed areas takes place, the City may refuse to issue any building or occupancy permit for any portion or all of the newly annexed area.

Reserved Sections 24-215 through 24-300

PLANNING COMMISSION SUMMARY

ITEM: Amending Title 24 of the 2021 Greeley Municipal Code to Recommend Approval of Chapter 1 – General Provisions and Chapter 2 – Procedures to be Adopted by Ordinance

PROJECT: Title 24 – Chapter 1 – General Provisions
Title 24 – Chapter 2 - Procedures

FILE NO: Title 24 – Chapter 1 - CU2021-0002 & Title 24 – Chapter 2 - CU2021-0003

LOCATION: (not applicable)

APPLICANT: City of Greeley, Community Development Department

CASE PLANNER: Carol Kuhn, AICP, Chief Planner

PLANNING COMMISSION HEARING DATE: May 18, 2021, continued from May 11, 2021

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by the staff and the public, and shall then make recommendations to the City Council regarding the proposed amendment to the Development Code.

PROJECT OVERVIEW AND BACKGROUND:

The Community Development Department is undertaking a multi-year project to update the Development Code, with an anticipated final adoption in September of 2021. The last major update to the Development Code was in 1998. A Plan Conformance Report was prepared and used as a guide to determine areas where the code could be improved to conform to the Comprehensive Plan and other policy documents; staff reviewed this report with the citizen Advisory Committee, Planning Commission, and City Council.

The Development Code, Title 18 of the City’s Municipal Code, was recently recodified into Title 24 as part of a citywide initiative. Title 18 did not have a formal Chapter 1 – General Provisions. However, the new Title 24 has been revised through the recodification process to include a Chapter 1. This recodification process included relocating various sections contained in the existing code related to provisions to create Chapter 1.

A more substantial Chapter 1 which sets general provisions for use and interpretation of the Development Code was prepared as part of the overall Development Code Update. Chapter 1

discusses the relationship of the Development Code to the City’s Comprehensive Plan and other plans and studies, a methodology to interpreting the Development Code, the overall administration and enforcement of the code, and methods for handling non-conforming uses, structures, and lots.

Chapter 2 – Procedures defines the City’s procedures for processing land use applications and includes these key provisions:

- The addition of a Procedures Summary Table;
- A new requirement for Preliminary Plats to be approved through a public hearing, rather than a public meeting;
- Clarifications regarding processing concurrent applications;
- Modifications to public notice procedures;
- Clarifications between various types of minor subdivision applications;
- The addition of a Condominium Plat process;
- The separation of platting from Planned Unit Development (PUD) applications;
- Simplification of PUD process – now one step, rather than two;
- Clarification regarding the required plan elements of a PUD;
- The addition of criteria for minor PUD amendments;
- Clarification regarding review criteria for Alternative Compliance, with approval of Alternative Compliance being moved to an administrative decision with a call-up provision;
- Removal of Design Review Applications;
- Revisions to require variances to meet all criteria, rather than some; and
- Revisions to minor variance thresholds.

On March 23, 2021 and April 27, 2021, Staff conducted worksessions with the Planning Commission regarding the proposed revisions for Chapters 1 and 2 and presented Planning Commission with draft code language during the worksessions.

On April 13, 2021, Planning Commission recommended that the revisions to Chapter 1 be accepted. Since that hearing, Council’s code adoption process was revised, which requires that the revised code chapters be adopted, rather than accepted. This new approach requires Chapter 1 be brought back to Planning Commission with a revised motion for a new recommendation to Council, along with a motion and recommendation for adoption of Chapter 2. Both Chapters 1 and 2 will be heard by Council together and this revised recommendation will allow Chapters 1 and 2 to align with the Council adoption schedule.

Worksessions and discussions for Track III changes have been conducted. The table below outlines the key topics of the Track III discussions:

Advisory Committee	Planning Commission	City Council
✓ December 14, 2020 (Missing Middle)	✓ December 15, 2020 (Housing Options)	✓ January 12, 2021 (Housing Options)

Advisory Committee	Planning Commission	City Council
✓ February 24, 2021 (Recap & Small- Format)	✓ March 9, 2021 (Project Status & Infill Strategies)	✓ February 23, 2021 (Small-format Housing)
✓ March 10, 2021 (Infill Strategies)	✓ March 23, 2021 (Chapters 1 & 2) (Track I)	✓ March 9, 2021 (Infill Strategies)
✓ April 1, 2021 & April 7, 2021 (Placemaking)	✓ March 30, 2021 (Placemaking)	✓ April 13, 2021 (Placemaking)

The proposed schedule for the adoption of the Development Code is as follows:

Track	Chapter(s)	PC Worksession	PC Hearing	CC Public Hearings
Track I - Non- substantive changes for organization and improved usability.	Ch 1 – General Provisions	March 23, 2021	April 13, 2021	June 1, 2021 (First Reading)
	Ch 2 - Procedures	April 27, 2021	May 11, 2021	June 15, 2021 (Public Hearing) September 21, 2021 (Final Adoption)
Track II - Non- policy technical changes and coordination with other City policies and documents.	Ch 7 – Access & Parking Ch 8 – Landscape & Site Design Standards Ch 9 – Signs Ch 10 – Special Purpose Districts & Areas Ch 11 – Supplemental Standards Ch 12 - Reserved	May 25, 2021	June 8, 2021	July 6, 2021 (First Reading) July 20, 2021 (Public Hearing) September 21, 2021 (Final Adoption)
Track III - Substantive changes called for in the Comprehensive Plan, Strategic Housing Plan, and Council’s 3-Year Priorities that need	Ch 3 – Subdivision Standards Ch 4 – Zoning Districts & Uses Ch 5 – Neighborhood Development & Design Standards Ch 6 – Non-residential	June 22, 2021	July 27, 2021	August 3, 2021 (First Reading) August 17, 2021 (Public Hearing) September 21,

Track	Chapter(s)	PC Worksession	PC Hearing	CC Public Hearings
broader input and direction from the Advisory Committee, Planning Commission, and City Council.	Development Standards Ch 13 – Definitions			2021 (Final Adoption)

KEY ISSUES / STAFF ANALYSIS:

The attached drafts of Chapter 1 – General Provisions and Chapter 2 – Procedures include updates to the interpretation, administration, and enforcement portions of the Development Code and includes the following sections:

Chapter 1 – General Provisions

- Section 24-101 Overview
- Section 24-102 Interpretation
- Section 24-103 Administration
- Section 24-104 Enforcement
- Section 24-105 Nonconformities

Chapter 2 includes revisions and updates to the various application types and processes and includes the following sections:

Chapter 2 - Procedures

- 24-201 General – All Applications
- 24-202 Minor Subdivision
- 24-203 Major Subdivision
- 24-204 Rezoning
- 24-205 Planned Unit Development
- 24-206 Use by Special Review
- 24-207 Site Plan
- 24-208 Alternative Compliance
- 24-209 Variance
- 24-210 Appeals of Administrative Decision
- 24-211 Code Amendments
- 24-212 Vacation & Dedication of Easements
- 24-213 Vacation & Dedication of Right-of-way
- 24-214 Annexation

Staff has provided a section map for Chapters 1 and 2 (Attachments B & D) which outline the various sections in the existing Title 18 (to be recodified as Title 24) compiled to create Chapters 1 and 2.

NOTICE AND COMMENTS:

Notice has been published in the Greeley Tribune on May 5, 2021, pursuant to the City's notification requirements for revisions to the Development Code.

The drafts of Chapters 1 and 2 were posted on the City's website. No comments on were received.

PLANNING STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDED MOTION:

Based on the project summary and attached drafts of Chapters 1 and 2, the Planning Commission finds that the proposed revisions to Chapter 1 and 2 are consistent with the City's Comprehensive Plan and are necessary and appropriate in meeting the intent of the Comprehensive Plan and to clarify administration of the Development Code. Planning Commission recommends that the City Council adopt Chapters 1 and 2 of Title 24 as shown in Attachments A and C.

ATTACHMENTS:

- Attachment A – Draft - Chapter 1
- Attachment B – Section Map for Chapter 1
- Attachment C – Draft – Chapter 2
- Attachment D – Section Map for Chapter 2

Chapter 1. General Provisions

Section 24-101	Overview
Section 24-102	Interpretation
Section 24-103	Administration
Section 24-104	Enforcement
Section 24-105	Nonconformities

24-101 Overview

- a. **Title.** This Title 18 is known as the Greeley Development Code. References to “this code,” “the development code,” or “these regulations” shall be considered a reference to the Greeley Development Code.
- b. **Authority.** The development code is enacted pursuant to the purposes and authority granted by Article XX of the Colorado Constitution and the Greeley Charter, independent of and in addition to the Colorado Revised Statutes, Title 31, Article 23 Planning and Zoning. This Title also supersedes any state legislative enactments which are, by their terms, subject to being superseded by adopted home rule city charters or ordinances.
- c. **Jurisdiction.** The Greeley Development Code applies to all structures and land within the incorporated area of the City of Greeley, as depicted on the official zoning map, and other maps accompanying the City’s plans and policies. It shall be unlawful to conduct any development or use of land until all specified development review processes have been followed, all applicable standards have been fulfilled, and all required approvals, permits or other authorizations have been issued.
- d. **Purposes.** This development code is adopted to promote the public safety, health, and general welfare for the City of Greeley and its citizens and businesses. Specifically, the regulations have the following purposes:
 1. Implement the Comprehensive Plan, and other plans and programs authorized under the guidance of the Comprehensive Plan.
 2. Promote the physical, social, and economic well-being of residents and businesses, the long-term value and viability of public investments, and individual property values by balancing the co-equal rights of property owners.
 3. Invest public funds effectively and efficiently, and in a manner that creates lasting value for the community.
 4. Promote planning and urban design that emphasizes distinct places and unique elements of community character throughout Greeley.
 5. Provide parks, trails, and civic spaces that help organize development around systems of connected open spaces and emphasize significant natural landscapes
 6. Secure proper arrangement and design of streets to shape efficient development patterns, coordinate with existing and planned streets, create multi-modal networks, improve access and circulation, and support abutting land uses.

7. Divide the city into zones and districts that promote the character and development patterns of distinct places identified in the Comprehensive Plan.
 8. Regulate and restrict the development and use of buildings and land within each zoning district to create a compatible scale and range of building types within districts, and to promote the appropriate transitions to adjacent property and to supporting districts.
 9. Provide a variety of housing opportunities for all residents and citizens.
 10. Secure adequate provisions for transportation, water, drainage, sanitary sewer facilities, utilities, and other public improvements in coordination with development.
 11. Protect the natural environment and conserve environmentally sensitive lands by directing new development into areas with few natural or environmental constraints and mitigating adverse impacts when developing in sensitive areas.
 12. Allow for the removal of minerals prior to development.
 13. Ensure fair consideration of development applications through clear and consistent procedures.
 14. Provide for coordinated development of Greeley consistent with established policies of the City.
- e. **Severability.**
1. If any court of competent and final jurisdiction declares any part of this development code to be invalid, that ruling shall not affect any other provisions of this development code not specifically included in that ruling.
 2. If any court of competent and final jurisdiction declares that the application of this development code to a particular property or structure is invalid, that ruling shall not affect the application of the regulations to any other property or structure, or to development with different circumstances.
 3. No provision of this code shall enable any circumstance that is unlawful under superseding federal or state law. If any section, subsection, sentence, clause, phrase, or portion of this code is now or in the future superseded or preempted by state or federal law, or found by a court of competent jurisdiction to be unauthorized, such provision shall be interpreted and applied as required by law.
- f. **Transition Provisions.** This section shall be used to guide the transition from previously existing regulations. Unless specifically stated otherwise in this code, the following rules shall apply:
1. **Generally.** All standards in this code shall apply after the effective date of the ordinance adopting these standards, and all subsequent amendments shall become effective in the same manner.
 2. **Applications.** Any official application submitted prior to the effective date of the ordinance adopting these standards, and determined a complete application by the Director, shall be reviewed and processed according to the prior standards and procedures. An application submitted prior to the effective date, but determined

incomplete, shall be resubmitted and processed according to the regulations in effect at the time of submittal of a complete application.

3. **Prior Approvals.** All permits, site plans, or other approvals issued under an administrative capacity prior to the effective date of this code shall remain effective for the duration specified with that approval or under the prior code as it existed on [effective date.]. If no date is specified, the duration of the most applicable approval under this code shall be used. Any changes or amendments to a prior approval requested after the effective date of this code shall be subject to all provisions of this code.
4. **Plats.** Any approved preliminary plat may continue to advance to final plat according to the standards, procedures and time limits of the prior code. Each subsequent approval of a final plat for a phased project may renew the validity of that preliminary plat for the duration specified in Section 24-203. However, a new preliminary plat shall be required subject to all provisions if:
 - (a) The preliminary plat expires under the conditions of the prior approval or the duration specified for preliminary plats in Section 24-203, whichever is sooner.
 - (b) A major amendment is proposed to the preliminary plat.
 - (c) Any final plat proposes a substantial change to the preliminary plat.
 Final plats submitted after the effective date of this code shall meet all provisions of this code, to the extent it is consistent with the approved preliminary plat.
5. **Continuation of Enforcement.** Any violations of a previously valid regulation that continues after adoption of this code may be enforced as provided by this code. The City may, in its discretion enforce either the previous regulation or the standards of this Code.

24-102 Interpretation

- a. **Rules of Construction.** The following rules shall apply to the application and interpretation of these regulations, unless the context clearly indicates otherwise:
 1. All words shall have the customary dictionary meaning, unless specifically defined in these regulations.
 2. The present tense includes the future tense and the future tense includes the present tense.
 3. The singular includes the plural and the plural includes the singular.
 4. Lists of examples prefaced by “including the following,” “such as,” or other similar clauses shall not be construed as exclusive or exhaustive, and shall not preclude an interpretation of the list to include other similar and non-mentioned examples.
 5. The conjunctive “and” in a list means that all apply; the conjunctives “or” and “and/or” mean the provisions may apply singly or in any combination; and the conjunctive “either...or” means the provisions apply singly but not in combinations.
 6. When calculations to determine a requirement results in fraction of physical elements that cannot be divided (i.e. parking space, trees, dwelling units), it shall be rounded up to the nearest whole number if the standard is expressed as a minimum requirement and rounded down to the nearest whole number if the standard is expressed as a maximum allowance.
 7. “Shall,” “will,” or “must” is mandatory; “should” or “may” is permissive but recommended as a way to best meet the standard or achieve the intent of the standard.
 8. A reference to an administrative official shall refer to that official, or his or her designee, and all references to specific city officials may also include any other designee of the City Manager.

9. Any reference to other official local, state, or federal government rules or regulations shall include the current versions of those regulations, provided they remain binding on the City, or where not binding, provided they remain consistent with the purposes, intent, and objectives included in these regulations.
 10. References to a person shall include individual, partnership, association, agency, corporation or other legal entity and the owners, tenants, occupants, principals, partners, officers, employees, agents and representatives of any legal entity.
- b. **Conflicts.** All provisions of this code shall be considered the minimum requirements to promote the public health, safety, and welfare. In case of a conflict between these regulations and any other adopted rule, regulation, or code, the higher and more restrictive standard shall apply. In making a determination of which standard is higher and more restrictive, the official may consider which is more specific; which is more recent; which is more consistent with the Comprehensive Plan; which is more consistent with the purposes, intent, and objectives of these regulations; and which best promotes the public health, safety, and welfare.
- c. **Computations of Time.** The following rules apply to any computation of time, unless a specific section of these regulations indicates otherwise:
1. The day of the act that commences a time period shall not be counted; for notice requirements the day of the hearing shall not be counted.
 2. The last day of the time period shall be included, unless it is a Saturday, Sunday or legal city holiday, in which case the next working day shall end the time period. In all other cases Saturday, Sunday or legal city holidays count in the time period.
 3. Whenever any time period is expressed for a formal submittal to the City, the time period shall end at midnight on the last day of that time period.
 4. Any time period expressed in years shall include a full calendar year from the act that commences the time period.
- d. **Interpretation of Zoning Map.** Where uncertainty exists with respect to any boundary on the zoning district map, the following rules shall apply:
1. Boundaries approximately following streets or other rights of way or rivers or streams - the centerlines or extension of these centerlines shall be the boundaries.
 2. Boundaries indicated as approximately following property lines - the platted or other official legal line of that property shall be the boundaries, unless the property boundaries on the map have been substantially altered.
 3. Boundaries approximately following city limits shall be interpreted as following the actual city limits.
 4. Boundaries that split any platted lots - the lot shall be interpreted in the district designated to the majority of the lot. In the case of an equal split, the Director shall determine the appropriate zoning based on consideration of the Comprehensive Plan, the context, the surrounding existing uses, and the likelihood of change in context or existing uses in the future.
 5. Boundaries that split any unplatted property - any future platting of property may generally follow the zoning boundary and then each resulting property may assume the zoning applicable to the majority of the resulting lot actual platted boundary, or where any resulting lots have significant discrepancies with zoning boundaries, rezoning may be required.
 6. Boundaries following a shoreline shall be interpreted to follow the shorelines and in the event of change in the shoreline, shall move with the actual shoreline.
- e. **Non-regulatory Provisions.** Intent statements, design objectives, graphics, and commentary such as captions to graphics or notes in tables, are an aid to interpretation of the standards and

criteria. In the event of any conflict between the intent statements, design objectives, graphics or commentary and a specific standard, the specific standard shall control.

- f. **Resources, Guides and Industry Standards.** Resources, guides, and industry standards that are recognized as a reputable authority in the planning, development, and urban design professions, may be used to supplement interpretation of this code. The Director shall make a determination on the applicability of a resource, guide or industry standard to a particular circumstance. These guides shall only be used to the extent that it clarifies or is more specific than the standards, and is consistent with the purposes, intent, and design objectives expressed in these regulations. These guides shall not be used to otherwise change or conflict with any specific standard in these regulations.
- g. **Official Interpretations.** In cases where there is uncertainty how this code applies to potentially recurring situations, the Director may make Official Interpretations.
1. **Filing.** Official Interpretations shall be documented and kept on file with the Community Development Department, or otherwise made accessible to applicants facing similar circumstances.
 2. **Criteria.** In making an Official Interpretation, the Director shall use the following criteria:
 - (a) Sound professional planning and urban design principles.
 - (b) The Comprehensive Plan and any specific plans or policies created under the Comprehensive Plan.
 - (c) The purposes, intent, or design objectives applicable to this code and the specific chapter or sections related to the interpretation.
 - (d) Any resources, guides, or industry standards applicable to the specific situation.
 - (e) Based on the context of the street, block, site, or building, the interpretation is at least one reasonable way the standards could be applied.
 - (f) Whether the same interpretation could be applied to all similarly situated property or circumstances, and meet these criteria; or whether any conditions or limitations are necessary to ensure it meets the criteria.
 3. **Effect of Decision.** An approved Official Interpretation shall be effective upon approval by the Director and may apply to all similar situations unless:
 - (a) It is overruled or modified by a different Official Interpretation.
 - (b) It is overruled by appeal as provided in these regulations.
 - (c) It is amended or overruled by a text amendment to the section addressed by the statement.

24-103 Administration

- a. **Staff.** The following city staff positions are responsible for administering specific aspects of this code.
1. **Community Development Director.** The Community Development Director (Director) is responsible for administration of the development code, and is the principal interpretation and enforcement official of these regulations. The Director may consult with any other department or relevant outside agencies in order to coordinate any plans, policies, and programs that impact the Comprehensive Plan. The Director shall specifically:
 - (a) Prepare and provide development application forms and administer the requirements and review of submittals;
 - (b) Oversee the application, review, and administration processes and prepare presentations and reports for review bodies;

- (c) Issue official interpretations and approve the use of other resources, guides, and industry standards used in administering this code.
 - (d) Make all final interpretations and any final administrative decision referred to the Director under the procedures and standards of these regulations.
2. **City Manager and Other Staff.** The City Manager is the chief executive and administrative officer for the City and may make any decision delegated to any city staff member under this code. All other department heads and staff may serve in an advisory role to the Community Development Director under this code, as designated by the City Manager.
- c. **Planning Commission.** The Planning Commission is the appointed body of the City responsible for all long-range and comprehensive planning, as well as review, recommendations and decisions on implementation of the Comprehensive Plan. The Planning Commission is established according to Section 19-1 of the Greeley City Charter. In addition to all other general planning authority granted by the Charter, statutes, local ordinances, the Planning Commission shall have the specific review responsibilities and final administrative decisions referred to the Planning Commission under the procedures and standards of these regulations.
- d. **City Council.** The City Council is the elected and governing body of the City responsible for all legislative decisions that affect implementation of the Comprehensive Plan. In addition to other general authority granted by law, the City Council shall have the appeal authority and final decision authority referred to the City Council under the procedures and standards of these regulations.
- e. **Zoning Board of Appeals.** In accordance with Article XIX of the City Charter, the City Council appoints the Planning Commission as the Zoning Board of Appeals. The Zoning Board of Appeals shall act in accordance with same rules and procedures as the Planning Commission but have the following specific authority under this code:
- 1. Grant variances to the strict application of the standards in this code;
 - 2. Hear and decide appeals when an error is alleged in any final order or determination made by an administrative official in the interpretation or enforcement of this code;
 - 3. Consider any other matters referred to it under this code; and
 - 4. Otherwise act as the City's board of adjustments under the authority of C.R.S. 31-23-307.
- f. **Historic Preservation Commission.** The Historic Preservation Commission is established to have principal responsibility for matters of historic preservation, as specifically outlined in Section 10.03.
- 1. **Membership.** The City Council may appoint the Historic Preservation Commission. The commission shall consist of 7 members. The make-up of the Commission shall be:
 - (a) One architect, landscape architect, design professional and/or licensed contractor or building tradesperson;
 - (b) One historian, archeologist and/or architectural historian;
 - (c) One licensed real estate broker; and
 - (d) Four citizens at-large.
 - 2. **Powers and Duties.** The Historic Preservation Commission shall have the following powers and duties:
 - (a) Recommend criteria and procedures for historic designation, recommend designation, or removal of specific properties or districts, and review proposals that impact designated properties as provided in Section 24-1004.

- (b) Oversee surveys that document structures and assess conditions of potential historic properties and areas, and inform landowners of properties that may meet criteria for designation.
- (c) Review and make a decision on any application for altering, moving, or demolishing any designated properties.
- (d) Advise and assist owners of historic properties on physical and financial aspects of preservation, renovation, rehabilitation, and reuse, including nomination to the National Register of Historic Places.
- (e) Develop and assist in public education programs, such as walking tours, brochures, and a marker program for historic properties, lectures, and conferences.
- (f) Advise the City Council on matters related to preserving the historic character of the city.
- (g) Assist in pursuing financial assistance for preservation-related programs.
- (h) Advise appropriate city departments on violations, enforcement and administration of Section 24-1004, Historic Preservation.

24-104 Enforcement

- a. **Violations.** It shall be unlawful for any building, structure, site element or use of land to be constructed, altered, maintained, or otherwise initiated in violation of these regulations. It shall be unlawful for any person to do or cause:
 - 1. Any act or thing prohibited by these regulations;
 - 2. Omit any act or thing required by these regulations; and
 - 3. Interfere in any manner with persons in performance of a right or duty granted or imposed by these regulations, maintained, or otherwise initiated in violation of these regulations.
- b. **Enforcement.** The City may investigate and initiate proper actions or proceedings to prevent or terminate any activity or condition that is in violation of these regulations, including withholding any permits or licenses, revoking or suspending any permits or licenses previously granted, issuing stop work orders, preventing the sale or lease of property, correcting or abating the nuisance, withholding any public improvements, or penalizing and initiating legal proceedings to prevent the continuance of unlawful actions or conditions.
- c. **Penalty.** Any and all violations of the provisions of this code shall be a code infraction and shall be subject to the sanctions for code infractions contained in Chapter 1.33 of the Greeley Municipal Code, and any other sanctions permitted under law. The City may seek and obtain remedies provided by law, including civil and administrative sanctions, temporary or permanent injunctive relief, and any other relief set forth in Chapter 1.33 of the Greeley Municipal Code.

24-105 Nonconformities

- a. **Intent.** The general policy of the City is to allow uses, buildings and lots that were created legally and in conformance with then-applicable requirements, but that do not conform to the current applicable requirements of these regulations, to continue to be put to productive use. However, it is the City's intent to bring as many aspects of these nonconformities into compliance with current regulations as is reasonably practical. The intent of this section is to balance the interests of property owners in past investments, discourage investment that expands or reinforces non-conforming situations, and promote investment consistent with the Comprehensive Plan and these regulations.

- b. **Nonconforming Uses.** Uses that were legally initiated prior to the adoption or amendment of this code, but which could not be established under the current terms of this code, may continue to exist subject to the following:
1. The use shall not be expanded beyond any specific area of the site or lot where it was legally established, beyond any existing building or structure, or within any building or structure where any structural changes expand the exterior footprint of the building or structure. The Director may consider an exception based on the following findings:
 - (a) The enlargement of the structure or buildings is only to facilitate a conforming uses or activities, and does not otherwise allow, encourage or promote expansion or increase impacts of the nonconforming use;
 - (b) The enlargement of the structure or buildings shall not result in conversion of the nonconforming use from a seasonal to a year-round operation or otherwise expand the time of operations; and
 - (c) The enlargement of the structure or buildings complies will all applicable development standards.
 2. If the use is reduced in intensity or abandoned for a period of twelve consecutive months, the property may not be used except at that lower intensity or as a conforming use.
 3. Any change of use shall be to a conforming use, and at this time the nonconforming use shall be abandoned. The Director may authorize a change to a lesser non-conforming use considering the extent, intensity, or operations of the use, provided it lessens impacts on adjacent property and it does not otherwise include investments that extend the period that the property is not conforming to this code.
 4. Any structure in which a non-conforming use is carried on that is damaged to the extent of more than 50% of the replacement value shall not be restored to support the non-conforming use.
 5. Any new activity that triggers specific site design standards shall require full compliance with that site design standard in order for the nonconforming use to continue, and the presence of a non-conforming use shall not be used to justify noncompliance with other applicable standards.
 6. A detached house used as a single-family dwelling in any district that does not permit single-family dwellings, may be enlarged, as long as the lot and building comply with all other base standards applicable to a similar building type.
- c. **Nonconforming Structures.** Structures that were legally constructed prior to the adoption or amendment of this code, but which could not be constructed under the current terms of this code, may continue to exist subject to the following standards. This Section shall not apply to signs, which shall address non-conforming situations as provided in Chapter 9.
1. Rehabilitation or expansion of the structure that increases the degree of nonconformity is prohibited. Other rehabilitation or expansions may occur provided that they comply with all other requirements of this code; are not detrimental to the purposes, intent and objectives of the standards; and do not negatively impact development in conformance with this code on adjacent property. In general, no repairs or alterations that cost more than 50% of the replacement value of the structure shall be permitted. The burden shall be on the applicant to produce evidence that the cost of the repair or alteration is less than 50% of the replacement value.

2. If damaged by 50% or less of its total replacement cost, the structure may be restored to its original condition if work obtains a permit and work is commenced within 180 days, and work is completed prior to expiration of the permit.
 3. If the structure is determined obsolete or substandard by virtue of any applicable code beyond this chapter, and the applicant fails in their burden of proof that the cost of improvement or restoration is less than 50% of the replacement value, then the right to maintain the nonconformity shall terminate.
 4. Structures granted variances from the dimensional standards are not considered nonconforming and are not subject to the limitations of this section, provided that there are no changes beyond the limits, conditions, or extent of the approved variance.
- d. **Nonconforming Site Conditions.** Any site condition associated with a conforming use or structure (such as parking, landscape, open space, or other non-building site characteristic) in existence prior to these regulations, but which are not compliant with the standards of these regulations, may continue to exist subject to the following:
1. Any change of use or expansion of use shall require compliance with the new site standards up to the maximum extent practical, considering the extent of area being impacted by work to support the new or expanded use.
 2. Any site development activity on a portion of a site shall require compliance with the new standards on that portion of the site or proportionate to area that is subject to the development activity. For example, a site that is not compliant with the landscape standards must meet the landscape standards prorated to the portion of the site where development activity occurs, but the remainder of the site may remain nonconforming. If more than more than 50% of the entire site area is impacted by development activity, the entire site shall be brought into compliance
 3. Any change of use, building, or site design element that triggers a screening requirement shall require 100% compliance with all screening standards applicable to the site.
 4. Where any application for construction is greater than 50% of the replacement value of a component of the site, that component or the entire site shall be brought into compliance.
 5. The Director may accommodate any other scenarios that meet the intent of this Section and bring the site into greater compliance relative to the level of investment associated with the permitted activity.
- e. **Nonconforming Lots.** Any lot platted legally prior to the adoption or amendment of this code, or any parcel established legally prior to the adoption of subdivision regulations in Greeley, but which could not be platted under the current requirements of this code, may continue to exist provided it complies with the following standards. The size and shape of any nonconforming lot shall not be altered in any way, except to increase the conformity with these regulations.
1. In any district that allows detached houses, a detached house and customary accessory buildings may be erected on any nonconforming lot, provided all standards other than lot dimensions standards are met.
 2. In any district that does not allow detached houses, the nonconforming lot may be used for the smallest-scale building type permitted in the district by these regulations, provided all standards other than lot dimension standards are met.

3. Where any non-conforming lot is under the same ownership as an abutting lot, the City may require administrative plat procedures with regard to any development activity or use of the non-conforming lot. The administrative plat procedures, including lot line adjustments or lot consolidations, shall be used to create the greatest degree of conformity possible.
 4. Any difficulties in meeting the standards of this subsection, or other applicable standards of the development code, which are attributable to the nonconformity of the lot may be used as criteria for other relief from the standards authorized by this code.
- f. **Burden of Proof.** The burden shall be on the applicant to establish that the nonconformity was established lawfully and the entitlement to continuation of nonconforming situations or completion of nonconforming projects according to this section. Owners of nonconformities may request a “certificate of legal nonconforming status” by filing an application with the Director, and once issued the owner may record the certificate with the Weld County Clerk and Recorder..
- g. **Specific Non-conforming Situations.** At the time of any rezoning, in association with annexation, or associated with any other planning effort for a particular geographic area, the City may create rules for specific nonconforming situations. These rules shall be incorporated into the ordinance establishing a new zoning designation or creating the nonconforming situation, according to the applicable procedures of Section 24-204 Rezoning or Section 24-205 Planned Unit Development. In these situations, the Director or Planning Commission may recommend, and the City Council may approve the following:
1. **Benign Nonconformities.** A determination may be made that the nonconformity has no negative effects on the long-term development within the district, and is compatible with the intent and design objectives for future development in the immediate surroundings. In this circumstance, a benign nonconformity may be permitted with the specifically stated additional rights, beyond the standard nonconforming rights of this section.
 2. **Removal of Non-conformity.** A determination may be made that the nonconformity poses significant negative effects on the long-term development within the district, or is incompatible with the intent and design objectives for future development in the immediate surroundings. In this circumstance, a nonconformity may be phased out over time to reduce the rights of the nonconforming situation to less than permitted by this section. Any phased removal of the non-conformity shall be based upon:
 - (a) Identified risks to long-term investments in the surrounding area, and risks that could not otherwise be protected by a different zoning determination for the properties involved;
 - (b) Consideration of reasonable investments in the property up to the time the zoning established the non-conforming situation, and what is an appropriate time to allow a return on those past investments; and
 - (c) Coordinating with the anticipated rate of change in the area and how the presence of the nonconformity affects that change, including other opportunities available for the nonconforming property.

Reserved Sections 24-106 through 24-200

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24-103	Administration
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Chapter 3. Subdivision Standards

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24-302	Open and Civic Spaces
24-303	Blocks & Lots
24-304	Required Improvements
24-305	Adequate Public Facilities

Chapter 4. Zoning Districts & Uses

24-401	Zoning Districts
24-402	Allowed Uses
24-403	Accessory Uses
24-404	Specific Use Standards
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Chapter 5. Neighborhood Development & Design Standards

24-501	Intent & Applicability
24-502	Residential Building Type Development Standards
24-503	Neighborhood Design Standards
24-504	Character Overlay
24-505	Small Format and Manufacture Housing Plans

Chapter 6. Nonresidential Development & Design Standards

24-601	Intent & Applicability
24-602	Nonresidential Building Type Development Standards
24-603	Open Space Design
24-604	Building & Frontage Design

Chapter 7. Access & Parking Standards

24-701	Intent & Applicability
24-702	Access & Circulation
24-703	Required Parking
24-704	Parking Design
24-705	Loading Areas
24-706	Alternate Access & Parking

Chapter 8. Landscape & Site Design Standards

24-801	Intent & Applicability
24-802	Landscape Design
24-803	Perimeter Landscape
24-804	Plant Specifications
24-805	Fences & Walls

Chapter 9. Signs

24-901	Intent & Applicability
24-902	Exempt Signs
24-903	Prohibited Signs
24-904	Standards Applicable to All Signs
24-905	Specific Sign Allowances
24-906	Historic Signs
24-907	Nonconforming Signs
24-908	Sign Measurements & Interpretation
24-909	Relief From Standards
24-910	Sign Chart

Chapter 10. Special Purpose Districts and Areas

24-1001	Floodplain Overlay District
24-1002	Airport Overlay District
24-1003	Historic Preservation
24-1004	Conservation District
24-1005	Areas of Ecological Significance
24-1006	Downtown General Improvement District
24-1007	Redevelopment Area
24-1008	Character Overlay Districts
24-1009	Entertainment Districts
24-1010	Hillside Development Standards

Chapter 11. Supplemental Standards

24-1101	Wireless Communication Facilities
24-1102	Oil & Gas
24-1103	Adult Uses
24-1104	Marijuana Uses

Chapter 12 Definitions & Terms

24-1201	Description of Uses
24-1202	Glossary of Architecture & Design Terms
24-1203	Definitions

CHAPTER 1 GENERAL PROVISIONS: SECTION MAP		
Current Standards	Reorganized	Comment
18.04.010 Purpose and intent 18.10.020 Purpose and intent	24-101.d Overview; Purposes (entire code)	Generalized some for applicability to entire code, and to better link statutory authority to comp plan policies. (other topics from here will appear in the Intent sections of specific chapters and sections) Emphasized some of the “big picture” urban design aspects of subdivision regulations and zoning – street networks, open and civic space system, block and lot structure – beyond just uses and districts. Begin to establish the hierarchy of guiding and advisory language to be used throughout the entire code: <ul style="list-style-type: none"> • Purposes – broad policy, entire code • Intent – general principles, specific sections and topics • Design Objectives – desired outcomes, specific techniques
18.04.110 Definitions 18.12.030 Definitions	Chapter 12 Definitions	
18.04.120 Application and jurisdiction of regulations 18.10.030 Application 18.22.030 Jurisdiction (variances)	24-101.d. Jurisdiction	
18.04.130 Variances	24-209 Variances	Moved to procedures chapter [Note: need to be aware of the difference in criteria between a “statutory variance” (applicable to zoning only by statute), and other exceptions or deviations that may apply and/or deviations for non-zoning standards like subdivisions.]
18.04.1310 Violations and penalties 18.14.040 Violations, sanctions and remedies 18.36.120 Fines and penalties	24-104 Enforcement	This section should cover entire code and not be repeated in individual chapters, sections or sub-sections.
18.04.1400 Severability 18.36.170 Severability clause	24-101.e. Overview; Severability	
18.10.010 Short title	24.101.a. Overview; Title	
18.10.040 Fees	24-201.a.1 General – All Applications; Fees	Moved to Chapter 2 with procedures.
18.12.020 Interpretations	24-102 Interpretation	Broadened to cover a range of interpretation issues and used to set up a “plain language” drafting style; many elements of “legalese” and qualifying language can be eliminated from the rest of the code due to this section.
18.14.020 General provisions	deleted or generally addressed in 24-101 Overview and 24-102 Interpretation	
18.14.030 Review authorities 18.22.020 General provisions (variance chapter) 18.35.040 Historic Preservation Commission; establishment and duties	24-103 Administration	Organized the establishment of all review bodies to one section (ZBA and HPC moved here)
18.58.010 Purpose and intent	24-105.a. Nonconformance’s, Intent	
18.58.020 Application	n/a	ineffective statement, incorporated into other substantive standards)
18.58.030 Definitions	Chapter 12 Definitions	

CHAPTER 1 GENERAL PROVISIONS: SECTION MAP		
Current Standards	Reorganized	Comment
18.58.040 Nonconforming uses	24-105.b Nonconformities, Nonconforming Uses	
18.58.050 Nonconforming sites, buildings, and structures	24-105.c. Nonconformities, Nonconforming Structures; 24-105.d Nonconformities, Nonconforming Site Conditions; 24-105.e. Nonconformities, Nonconforming Lots	
18.58.055 Nonconforming uses in nonconforming sites, buildings and structures	24-105.b. Nonconformities, Nonconforming Uses	
18.58.060 Variances	n/a; addressed in 24-209	
18.58.070 Abandonment or reduction of use	24.105.b. Nonconformities, Nonconforming Uses	
18.58.080 Restoration	24-105.c. Nonconformities, Nonconforming Structure	
18.58.090 Certificates of nonconforming use	n/a but 24-105.f. Nonconformities; Burden of Proof	Removed section because not the current practice; but did not the CDD will issue permits if requested as part of applicants / owners burden of proof to establish legal non-conforming situation.
18.58.100 District changes	n/a;	ineffective section
18.58.110 Procedural nonconformity	n/a;	distinct issue from legal non-conformities
18.58.120 Annexation of nonconforming uses, buildings and structures	24-1045.g Nonconformities; Specific Nonconforming Situations	See comment below. (Related section in 24-204 regarding rezoning procedures and conditions associated with rezoning)
18.58.130 Amortization of nonconforming animal confinement uses	24-105.g Nonconformities; Specific Nonconforming Situations	Generalized to address other situations, including criteria and the ability to amortize things beyond feed lots; as well as the ability to grandfather existing used beyond protections given in Nonconformities section (typically occurs with annexations)

Chapter 2. Procedures

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24-212	Vacation & Dedication of Easements
24-213	Vacation & Dedication of Right-of-way
24-214	Annexation

Table 24-2-1: Procedures Summary

Applications	Eligible Applicants			Pre-application Conference	Neighborhood meeting	Notice			Review Body			
	Owner	PC	CC			Post	Publish	Mail	Staff	PC	CC	ZBA
<i>Minor Subdivision</i>	■			<input checked="" type="checkbox"/>				<input type="checkbox"/>	D	A	A	
<i>Major Subdivision - Preliminary Plat</i>	■			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R	D/PH	A	
<i>Major Subdivision – Final Plat</i>	■			<input checked="" type="checkbox"/>					D	A	Ac	
<i>Rezoning</i>	■	■	■	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R	R/PH	D/PH	
<i>Planned Unit Development (PUD)</i>	■		■	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R	R/PH	D/PH	
<i>Use By Special Review</i>	■			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R	D/PH	A	
<i>Site Plan</i>	■			<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	D	A	A	
<i>Alternative Compliance</i>	■			<input checked="" type="checkbox"/>				<input type="checkbox"/>	D	A	A	
<i>Minor Variance</i>	■			<input checked="" type="checkbox"/>				<input type="checkbox"/>	D		A	A
<i>Variance</i>	■			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R		A	D/PH
<i>Appeal of Administrative Decision</i>	■	■	■			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			A	D/PH
<i>Text Amendment</i>		■	■				<input checked="" type="checkbox"/>		R	R/PH	D/PH	
<i>Easement Vacation/Dedication</i>	■							<input type="checkbox"/>	D	A	A	
<i>ROW Vacation/Dedication</i>	■						<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	R	R	D	
<i>Annexation</i>	■		■	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		R	R/PH	D/PH	

= Require
 = Director Option
 ■ = Authorized
 PC = Planning Commission
 CC = City Council
 ZBA = Zoning Board of Appeals

R = Review and Recommending Authority
 D = Decision Making Authority
 Ac = Acceptance of Public Improvements
 A = Appeal of Decision
 PH = Public Hearing Required

24-201 General – All Applications

a. Applications and Fees

1. **Forms.** Applications required under this code shall be submitted to the Community Development Department in the form and format specified by the Department. The Director is authorized to establish submittal requirements and procedures in order to ensure all applications can be evaluated for conformance with this code. The Director may waive the requirement for specific information at the time of application, due to the routine nature of the application or due to the context of a particular application making the information inapplicable for review against the standards and criteria of this code.
2. **Fees.** Applications shall be accompanied by a non-refundable fee set administratively by the City Manager. A copy of the fee schedule shall be maintained by the Community Development Department and City Clerk's office for public inspection. No application shall be accepted or processed without the required fee, except applications initiated by the City.
3. **Eligible Applicants.** Table 24-2-1 indicates applicants eligible for each particular application under this code:
 - (a) **Owner.** The property owner of record for the subject property of the application or that owner's agent authorized by written permission of the owner.
 - (b) **Planning Commission.** The Planning Commission, acting on its own initiative or through recommendations brought to it by city staff, and according to its bylaws and rules of procedure.
 - (c) **City Council.** The City Council acting on its own initiative or through recommendations brought to it by city staff of Planning Commission, and according to its bylaws and rules of procedure.

b. Concurrent Applications.

When a project requires approvals under more than one type of application, the Director may determine that each application may run concurrently based on the following:

1. The similarity of information required for each type of application, or where they require different information, the ability to coordinate information, review criteria and decisions under each application.
2. The similarity of notice, review meetings and review bodies required for each application.
3. The ability of the staff and review bodies to make effective decisions when reviewing the applications concurrently.

In cases where the Director determines applications may run concurrently, the application shall be processed through the most comprehensive required review, and lesser incorporated approvals may be conditioned on final outcomes of the last of the related decision.

c. Pre-application Meeting.

Pre-application meetings may be requested for any application and shall be required as indicated in Table 24-2-1. A required pre-application meeting may be waived at the Director's discretion and upon the applicant's request, for routine applications where the topics below can be addressed by general correspondence. The applicant shall submit schematic plans, existing conditions analysis, or other concepts and analysis in writing prior to the pre-application meeting to facilitate discussion on the following topics:

1. How the proposed project meets the goals of the Comprehensive Plan, or other specific plans or policies that may impact the application.
2. The applicant's vision and understanding of the market for the proposed project.
3. The proposed uses, general site layout, and conceptual or anticipated design of buildings, including how the project relates to surrounding sites and public spaces.

4. How the project will fit in and contribute to the area and further the intent of the existing or proposed zoning district.
 5. Planning and infrastructure impacts, including timing, phasing, or the need for any technical studies or outside agency coordination and review.
 6. Development review processes and review criteria, and in particular whether any special public information and outreach or specific agency or department reviews are necessary.
 7. Opportunities to improve designs or coordinate the preliminary concepts with other private or public investments in the area.
- d. **Staff Review.** Upon receipt of an application, the Director shall take the following steps:
1. **Determination of Complete Application.**
 - (a) If an application is determined incomplete, the Director shall notify the applicant of the specific ways in which the application is deficient. No further processing of the application shall occur until the deficiencies are corrected. If a deficient application is not corrected within 30 days of the notice, the Director may consider the incomplete application withdrawn.
 - (b) If an application is complete, it shall be processed for formal review.
 2. **Referrals.** The following agencies may be required to review and comment on applications. The Director may determine if other referral agencies may be affected by the project, based on the application and has discretion to add any other relevant or applicable agency to the list.
 - (a) Adjacent or other local governments
 - (b) Colorado Department of Transportation
 - (c) Colorado Parks and Wildlife
 - (d) Colorado Geologic Survey
 - (e) Office of State Engineer
 - (f) Gas and electric utilities;
 - (g) Telecommunications and cable providers;
 - (h) Public safety agencies (police, fire, EMS, health);
 - (i) Respective school district(s) in which the subject property is located;
 - (j) Water and sewer utilities;
 - (k) Ditch companies;
 - (l) Special districts; and
 - (m) Other local, state, or federal government agencies.
 3. **Review & Staff Comments.** The Director shall coordinate a staff review after receipt of a complete application, and may provide the applicant the following information in writing:
 - a. Comments or recommended changes based on the results of any referral agency comments, neighborhood meetings, or staff review.
 - b. Any supplemental information necessary to support the application or to address any comments or recommended changes.
 - c. If the applicant chooses not to address any particular comment or recommended change, a written statement shall be included with the resubmittal that demonstrates a good faith effort to address the issue and justify why the comment was not addressed. The applicant may request to schedule the application for official review based on this justification.
 - d. If the applicant fails to submit revisions or otherwise address staff comments in writing for more than 120 days, the Director may determine the application withdrawn, and the review terminated. Any further action will require a new application and fees.

4. **Scheduling.** Applications that have completed staff review, and addressed comments or recommended changes, shall be scheduled for further review according to these regulations.
 5. **Staff Report.** The Director shall prepare a staff report for applications that require review and decisions by other review bodies. The report shall identify the policies, plans, regulations and review criteria, and identify relevant facts of the application. The Director shall provide a copy of the report to the reviewing body and to the applicant in association with the public meeting agendas and packets.
- e. **Neighborhood Meeting.** A neighborhood meeting may be required prior to the formal public meeting as indicated in Table 24-2-1.
1. **Director Option.** At the pre-application meeting or in association with the review of an application, the Director may require a neighborhood meeting for any project that requires formal review beyond staff, and where:
 - (a) the nature of the project is complex or presents potential for significant changes and unanticipated impacts on property in the vicinity;
 - (b) the intensity of the proposed use or development is likely to present questions and concerns for adjacent property owners, beyond what may typically be allowed in the zoning district; or
 - (c) the required notice or any courtesy notice sent to property owners generates significant questions or concerns.
 2. **Required Meeting or Applicant Option.** A neighborhood meeting is required for any PUD application, and an applicant may elect to have a neighborhood meeting on any other project. These neighborhood meetings should be held prior to a formal application so that input and concerns of potentially impacted property may be considered in the initial application.
 3. **Meeting Format.** Neighborhood meetings shall meet the following:
 - (a) The Director shall coordinate the scheduling, meeting location, and notice..
 - (b) The meeting shall be held at a City facility, or where any other convenient and accessible public meeting facility within the general vicinity of the project, such as a school, community recreation center.
 - (c) The applicant is responsible for all content of the meeting, which at a minimum shall include:
 - (1) The general nature and scope of the proposed project;
 - (2) A summary of the proposed land use, including planned and potential future uses associated with the application;
 - (3) The most recent plans and submittals available for the project, depicting the scale, location and design of any buildings and the relation of all site improvements to the streets and adjacent property; and
 - (4) Identify and explain the subsequent formal review steps with the City, and note that official and formal review by the City may result in changes from the initial concepts.
 - (d) The applicant shall prepare minutes of the meeting including evidence of the notice, attendance, a copy of any presentation materials, a summary of the discussion and issues, and any outcomes or changes from the meeting. These minutes shall supplement the formal application.
- f. **Notice.** Notice shall be provided for each application as indicated in Table 24-2-1. Consistent with the provisions in Table 24-2-1, and in addition to the general publication of meeting agendas, required notice may include the following:

1. **Published.** Where published notice is required, the City shall post the notice on the public notice portion of the City's official website at least 15 days prior to the meeting or hearing. The notice shall include:
 - (a) A general description of the subject property by reference to streets and address;
 - (b) The zoning classification, specific use or action requested;
 - (c) The date, time and place of the public meeting; and
 - (d) A statement that additional information about the request is available at the Community Development Department, or other links to relevant information.

2. **Posted.** Where posted notice is required, notice shall be posted on the property or near the proposed site, visible to surrounding properties and the general public from adjacent public ways, according to the following:
 - (a) The City shall supply the sign(s), which shall include:
 - (1) The zoning classification, specific use or action requested;
 - (2) The date, time and place of the public meeting; and
 - (3) A statement that additional information about the application is available at the Community Development Department
 - (b) One sign facing the most prominent public street is required. The Director may require additional signs and specific locations of signs based on the context of the property.
 - (c) The applicant shall ensure that all signs are posted at least 15 days prior to the public hearing or meeting.
 - (d) The applicant shall supplement the application evidence and a signed statement of compliance with the notice requirement.
 - (e) The applicant shall make a reasonable good faith effort to maintain posted notice throughout the proceedings.

3. **Mailed.** Where mailed notice is required, a courtesy letter shall be sent to all record landowners within 500 feet of the property. However, where the project is very large or intense, or where land ownership patterns would result in few owners being notified, the Director may extend this up to 1,000 feet from the property. Where mailed notice is at the option of the Director, any distance may be established by the Director based on the scale and intensity of the proposed project.
 - (a) The city shall supply the list of owners, and the applicant is responsible for mailing notice.
 - (b) The notice shall be mailed at least 15 days prior to the public meeting.
 - (c) Mailed notice shall state the following:
 - (1) A general description of the subject property by reference to streets and address;
 - (2) The zoning classification, specific use or action requested, and a general description of the project;
 - (3) A legal description or abbreviated legal description of the property;
 - (4) The date, time and place of the public meeting;
 - (5) Whether the meeting is a public hearing, where participants will have a right to speak, present testimony or evidence, and establish a record for the decision, or whether it is a public meeting without that right; and
 - (6) A statement that additional information about the application is available at the Community Development Department.
 - (d) The applicant shall submit a copy of the notice with the application, and evidence and a signed statement verifying notice was sent to all landowners prior to the public meeting or hearing.

4. **Failure of Notice.** Any failure of published, posted or mailed notice shall not invalidate any subsequent process or decision, in the Director’s discretion. In making this decision, the Director shall consider whether:
- (a) Good faith efforts were made to comply with notice, and the failure of notice was beyond the applicant’s control;
 - (b) Technical errors in the notice were made, but constructive and actual notice was available to all interested parties; or
 - (c) The failure of notice is not otherwise instrumental to the proceedings, criteria, or record established for the decision.
5. **Surface Development Notice.** Where mailed notice is required by state statutes for any project related to mineral estate owners identified on the county tax assessor’s records or who have filed in the office of the county clerk and recorder a request for notification, the applicant shall be responsible for notice. The applicant shall certify that notice has been provided as required by this code and Colorado law prior to a public hearing, public meeting or administrative decision.
- g. **Public Hearings.** Where public hearings are required by Table 24-2-1, the following procedures apply:
1. The hearing shall be conducted and a record of the proceedings shall be preserved.
 2. Any interested person or party may appear and be heard in person or by agent.
 3. The review body may request testimony or a report on the application from any government official or agency, or any other person with information pertinent to the application.
 4. A public hearing for which proper notice was given may be continued to a later date without again requiring notice, provided the specific date, time, and place of the continued hearing is announced at the original hearing.
 5. If the review body is a recommending body, a written summary of the meeting and the recommendation shall be forwarded to the decision-making body.
 6. A review body is authorized to establish meeting procedures and bylaws, or otherwise state rules regarding specific conduct and management of public hearings, within the parameters of these regulations.
- h. **Action by Review Bodies.** Review bodies shall take the actions indicated in Table 24-2-1. A review body may take any action on the application consistent with notice given and based on the criteria in this Chapter, or it may recommend such action when the review body is a recommending body, including the following:
1. Approve the application.
 2. Approve the application, with conditions or modifications that make it more consistent with the standards and review criteria.
 3. Deny the application, making specific findings or stating criteria for the denial.
 4. Continue the application to allow further analysis. The continuation period shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.
- i. **Appeals.** Where a review body is designated as the appellate body in Table 24-2-1, the following appeal procedures apply:
1. Appeals shall be filed with the Director within 10 days of the decision by the decision-making review body.
 2. Appeals shall identify the exact provisions in dispute, and whether it is incorrect due to one or more of the following:
 - (a) It was against the express standards of this development code;

- (b) It was an unreasonable interpretation or application of the standards or review criteria;
 - (c) It was erroneous, based on the record and facts reviewed by the decision-making body; or
 - (d) It was otherwise clearly contrary to law.
 3. Appeals may be filed by:
 - (a) the applicant;
 - (b) any person who received mailed notice and who testified or entered a statement at a public hearing; or
 - (c) any director of a city department or referral agency that provided comments on an application.
 4. The appellate body shall consider the application within a reasonable time, considering the next available meeting and the nature of the appeal. The appeal shall be based on the established record, and give deference to the previous review body; however, the appellate body may take any action authorized by the decision-making body under this code if it determines that a clear error was made. The procedure and required notice for an appeal shall be the same as required of the original application.
 5. Where no appeal is designated in Table 24-2-1, the decision shall be final and only appealed as authorized by state law.
- j. **Technical Studies.** The Director, on behalf of any public official, department, or agency, the Planning Commission, or the City Council, may require applicants to submit technical studies necessary to evaluate the application. Technical review by outside entities with expertise or jurisdiction over details of the application may be required in place of, in addition to, or in association with any studies. Examples of technical studies that may be required include traffic studies, engineering studies, geologic or hydrologic studies, environmental impact assessments, noise studies, market studies, or fiscal and economic impact studies. The persons or firms preparing the studies shall be subject to the approval of the Director. The costs of all studies shall be borne by the applicant. Any application that is determined to require technical studies or review from entities outside of the City may require special schedules based on the reasonable time frames to conduct those studies or additional reviews.
- k. **Successive Applications.** When the review body takes final action to deny an application, the same or a similar application may not be refiled for one year from date of denial, except as allowed under this section. The Director may permit a refiled of the application sooner than one year when it is determined that significant physical, economic, or land use changes have taken place within the immediate vicinity, or where a significant text amendment to this code has been adopted that may affect the outcome. There shall be no time limitation on an application that the Director determines is substantially different from a previously denied application, considering the proposed use, scale or intensity of development, and potential impacts on adjacent property.
- l. **Vested Rights.** Greeley, through its home rule authority recognizes vested property rights as specified in this Code. This code preempts and determines which applications are “site specific development plans” for the purposes of the Colorado Vested Property Rights Law, and establishes different rights and obligations associated with approvals. The vested rights in this code meet the intent and objectives of the Colorado Vested Property Rights Law, and ensures all constitutional rights intended to be protected by that law. However, through the Greeley home rule authority, and its statutory obligation to implement the Comprehensive Plan and protect the public safety, health and general welfare, vesting shall only occur to the extent of the standards of this code reflected in specific approved applications. Vesting does not include other regulations that are general in nature or that apply equally to all property subject to these regulations. Vesting does not exempt applications from any subsequent review and approvals prior to construction under this code or other codes. Vesting does not insulate a project from other public health and safety codes, including changes or updates to codes associated with subsequent

reviews, including construction drawings and specifications, drainage plans and permits, and building permits.

24-202 Minor Subdivision

- a. **Applicability.** Minor subdivisions are routine applications that establish or alter legal boundaries of lots or tracts, but do not significantly alter development patterns or impact public improvements and facilities. Minor subdivision applications may be initiated by the property owner. The following actions may be processed as minor subdivisions:
1. **Lot Line Adjustment.** The alteration of legal boundaries for up to four previously platted lots.
 2. **Lot Consolidation.** The consolidation of up to four previously platted lots or parcels into fewer lots, provided that no resulting lot is larger than three times the size of the largest existing lot or parcel.
 3. **Minor Plat.** The division of land or the replat of previously platted lots or tracts into 10 or fewer lots for residential purposes, or six or fewer lots for any non-residential purposes; or the division of land where all resulting lots or tracts are more than 80 acres; or any development without a land division on a previously unplatted parcel.
 4. **Plat Correction.** A survey or other legal instrument to correct an error in the legal description or other element of an approved plat; to dedicate, vacate, or alter easements; or to confirm legal boundaries of lots in an approved plat that could only be determined post-construction, such as for duplexes or row houses where the units and lots are individually owned.
 5. **Condominium Plat.** The division of a building on an existing, legally platted lot into individual air space ownership units, relative to commonly owned elements and common area covenants and agreements.
- b. **Review Criteria.** A minor subdivision may be approved by the Director if the Director determines that all of the following are met.
1. No new streets or other public land dedication is needed. If additional right-of-way for existing streets is included with a minor subdivision, acceptance of the dedication by City Council is required.
 2. No significant increase in service requirements (utilities, schools, traffic control, streets, etc.) or impact on the ability to maintain existing service levels will result.
 3. The application does not alter the interpretation of any zoning district boundaries due to adjustments to any lots.
 4. All resulting lots meet the legal standards of the subdivision regulations and applicable zoning districts.
 5. The lot patterns meet all eligibility requirements for minor subdivisions, and are otherwise compatible with the surrounding area and any previously approved preliminary or final plat for the subject property. In determining compatibility, the size and dimension of lots, the layout and design of existing subdivisions and rights-of-way, the degree of change to the character and pattern of buildings, and potential impact on surrounding property shall be considered.
 6. No other significant issues exist with potential development enabled by the plat that could impact planning policies in the area or adjacent property owners.
 7. A condominium plat shall meet the following additional criteria:
 - (a) Consistent with an approved plat demonstrating legal ownership of the lot and any common areas by a single entity.
 - (b) Consistent with a site plan depicting the building to be subdivided into individual units.

- (c) Documentation that assigns responsibility and demonstrates capacity to maintain all common ownership elements.
- (d) Covenants, declarations or party wall agreements or other restrictions to be recorded establish rights and responsibilities for owners of individual units, and designation of all general and limited common elements
- (e) The site and building comply with all aspects of this development code, other than the proposal to divide individual airspace units for common ownership.

Any application not classified as a minor subdivision or not meeting these criteria shall be processed as a major subdivision with a preliminary and final plat.

- c. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the requirements in this sub-section apply to minor subdivision applications:
 - 1. If the Director determines at any point in the process that the application is not eligible for a minor subdivision, the Director may deny the application or allow the applicant to reclassify as a major subdivision according to additional required information or fees.
 - 2. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director may make a final decision.
 - 3. If a minor subdivision includes additions to existing right-of-way, the minor subdivision shall be placed on the consent agenda for the City Council to accept the dedication.
- d. **Effect of Decision.**
 - 1. *Subdivision Improvement Agreement.* The applicant shall enter into a Subdivision Improvement Agreement for any required improvements, which shall be recorded with or prior to recording of the minor subdivision. The Director may waive the need for a Subdivision Improvement Agreement where there are no required improvements or for routine applications, where the requirements of this code are sufficient to address construction of improvements.
 - 2. *Recording.* The Director shall record the minor subdivision with the Weld County Clerk and Recorder within 60 days. The Director may grant an extension of this period for up to 90 days in order to complete any agreement, or otherwise address the timing and implementation of improvements. Any minor subdivision not recorded within this time shall expire.
 - 3. *Vested Rights.* A recorded minor subdivision shall create a vested property right for 3 years, or for any other time specifically identified in a Subdivision Improvement Agreement. If improvements or other obligations are not completed within this time, or the applicant or future landowners otherwise default on the Subdivision Improvement Agreement, the minor subdivision shall expire and a new plat shall be required prior to any development.

24-203 Major Subdivision

- a. **Applicability.** Major subdivisions apply to all land divisions or other alterations of legal boundaries of lots or tracts that are ineligible for minor subdivision processes in Section 24-202. Major subdivision applications may be initiated by the property owner. Major subdivisions require comprehensive review through separate preliminary and final plat procedures, due to the complexity of coordinating planning, design and engineering requirements. In accordance with Section 24-201.b, the Director may determine at a pre-application conference that a preliminary and final plat may be submitted concurrently, where the application is small or routine.
- b. **Preliminary Plat.** The preliminary plat provides detailed planning review of development patterns, street networks, block and lot layout, and the ability to meet public facility and utility

requirements for future development, prior to preparation of detailed construction and engineering plans. A preliminary plat shall be processed according to the following specific procedures.

1. **Review Criteria.** A preliminary plat shall be reviewed according to the following criteria:
 - (a) The application is in accordance with the Comprehensive Plan, or any other specific plan created under that plan, and in particular, the physical development patterns and design concepts of the plan.
 - (b) The development and infrastructure is arranged in a manner to minimize impacts on geologic hazards, environmentally sensitive areas, wildlife habitat, or other natural features of the land.
 - (c) The arrangement and proposed design of streets, blocks, and open spaces meet the development and design standards of the subdivision regulations, and are coordinated with existing or potential development on adjacent property.
 - (d) The proposed blocks and lots are capable of meeting all development and site design standards under the applicable zoning district.
 - (e) The application demonstrates a preliminary likelihood of being able to meet the design, construction, performance, and maintenance requirements for all required improvements.
 - (f) Any phasing is clearly indicated and demonstrates a logical and coordinated approach to development, and the timing, location, and construction of amenities is consistent throughout phases.
 - (g) Any impacts identified by specific studies or technical reports, including a review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.
 - (h) The design does not impede the construction of anticipated or planned future public infrastructure within the area, or deter future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.
 - (i) The recommendations of professional staff or any other referral agencies authorized to review the subdivision plan.

2. **Review Procedure.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the requirements in this sub-section apply to preliminary plat applications:
 - (a) At the pre-application meeting, and based on the size, scope and impact of any future development anticipated or pending with the request, the Director shall determine how to coordinate the Neighborhood Meeting and any additional notice of meetings or hearings necessary for the formal review.
 - (b) Any application that is particularly complex or involves significant planning and design issues, may be coordinated with a Rezoning in Section 24-204 or a Planned Unit in Section 24-205, prior to official submittal of a preliminary plat.
 - (c) After review by staff, receipt of any comments from referral agencies, and any necessary resubmittal, the Director shall schedule review by the Planning Commission
 - (d) The Planning Commission shall hold a public hearing and make a decision on the preliminary plat. Provided no substantial changes are made in association with a subsequent final plat, a final plat may be administratively approved by staff and public improvements accepted by City Council according to subsection 24-203.c.2.

3. **Effect of Decision.** The approval of the preliminary plat does not constitute an acceptance of the subdivision but authorizes preparation of the final plat. Denial of a preliminary plat may be appealed to the City Council.

4. **Term of Expiration.** The approval of the preliminary plat shall be effective for three years, except that any complete submittal of final plat for any phases indicated on a preliminary plat shall stall the three-year period, and approval of the final plat shall extend the expiration deadline for one year for the remaining portions of the preliminary plat. The Director may grant up to two extensions of this period for up to six months each, if the applicant demonstrates substantial progress towards the design and engineering requirements necessary to submit a final plat. Any such extension shall be requested by the applicant in writing prior to the expiration of the preliminary plat.
- c. **Final Plat.** A final plat requires review and refinement of the preliminary plat, review and coordination of construction documents, and review and dedication of easements, rights-of-way and public lands prior to recording subdivisions and authorizing the sale of lots to different owners. After approval of the preliminary plat, the applicant may submit a final plat for all or for portions of the preliminary plat area subject to a phasing plan approved with the preliminary plat. A final plat shall be processed according to the following specific procedures.
1. **Review Criteria.** A final plat shall be reviewed according to the following criteria, as well as all criteria applicable to the preliminary plat review:
- (a) The layout and design of the final plat is consistent with the approved preliminary plat considering the number and size of lots and out lots; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments. Deviations that result from further detail in planning, design, and engineering, and that meet the standards of this code, are generally considered “consistent” with the subdivision plan.
 - (b) The construction plans for any utilities, infrastructure or public facilities meet all technical specifications.
 - (c) All required improvements, dedications, fees, financial guarantees, and maintenance guarantees are provided.
 - (d) The phasing and timing of public improvements ensures construction and performance guarantees. Any phasing that meets an approved preliminary plat is presumed acceptable. Any deviations of the final plats from an approved phasing plan may be approved provided it does not alter the timing or coordination of required improvements or amenities for the proposed final plat or any previous approved final plats.
 - (e) The recommendations of professional staff or any other public entity authorized to review the final plat.
 - (f) Deviations in the final plat from the approved preliminary plat may be approved if:
 - (1) Any aspect of the project different from the approved preliminary plat complies with all applicable zoning standards, subdivision design standards, and meets the intent and design objectives of those standards.
 - (2) The change does not increase the impact of any development on required improvements beyond the capacity for required improvements established in the preliminary plat;
 - (3) The change does not violate any condition of the Planning Commission associated with the approval of the preliminary plat or any general development plan applicable to the property;
 - (4) If technical studies were required with the preliminary plat, the author of the study shall submit an amendment noting that the change does not impact any findings of the study; and
 - (5) The change is generally consistent with development concepts in the preliminary plat in terms of land uses, scale and intensity of development, and in no case changes the number of lots, dwelling units,

or buildings, or sizes of blocks and open spaces by more than 10 percent.

2. **Review Procedure.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the requirements in this section apply to final plat applications:
 - (a) The applicant shall identify all improvements to be constructed, either according to the required improvements listed this code or by a specific agreement for the project. The applicant shall submit final plans and specifications for these improvements, and ensure construction of these improvements of financial guarantees as provided in Section 24-304.
 - (b) The staff shall review the final plat for conformance with the planning and design elements, and the engineering specifications for required improvements, and a final plat meeting these criteria shall be approved.
 - (c) A final plat not meeting the review criteria may require reprocessing as a revised preliminary plat.
 - (d) The Director shall make the final decision on final plats.
 - (e) Any final plat approved by the Director and which includes dedication of rights-of-way, public lands or other public improvements, shall be placed on the consent agenda for the City Council to accept the dedication.

3. **Effect of Decision.**
 - (a) **Subdivision Improvement Agreement.** The applicant shall enter into a Subdivision Improvement Agreement with the City for any required improvements, which shall be recorded with or prior to recording of the final plat. The Director may waive the need for a Subdivision Improvement Agreement where there are no required improvements or for routine applications, where the requirements of the code are sufficient to address construction of improvements. At a minimum, the agreement shall indicate the following:
 - (1) Acknowledgement of all required improvements per Section 24-304 of this code, and any specific deviations or additions from this section.
 - (2) A refined timeline coordinating construction drawings, permits, construction, inspections and final acceptance.
 - (3) Specifics on performance and maintenance guarantees, and any particular consequences or contingencies if there is a default.
 - (4) Any additional improvements made necessary by technical studies required by Section 24-201.j or adequate public facilities analysis in Section 24-305.
 - (5) A provision binding any future landowners to the agreement.
 - (6) Any other requirements prior to building permits or certificates of occupancy.
 - (b) **Recording.** The Director shall record the final plat with the Weld County Clerk and Recorder within 60 days. The Director may grant an extension of this period for up to 90 days in order to complete any agreement, or otherwise address the timing and implementation of improvements. Any final plat not recorded within this time shall expire.
 - (c) **Vested Rights.** A recorded final plat shall create a vested property right for 3 years, or for any other time specifically identified in a Subdivision Improvement Agreement. If improvements or other obligations are not completed within this time, or the applicant or future landowners otherwise default on the Subdivision Improvement Agreement, the final plat shall expire and a new plat shall be required prior to any development.

24-204 Rezoning

- a. **Applicability.** The rezoning process provides review of changes to the boundary of zoning districts that may be necessary to implement the Comprehensive Plan, to account for changed conditions in the general area, or to reflect a change in policies with respect to future development. Application for a rezoning may be filed by the property owner, the City Council, or the Planning Commission, or by Staff on behalf of these city entities.
- b. **Review Criteria.** Review, recommendations and decisions for a proposed rezoning shall be based on the following criteria:
1. The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan.
 2. The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.
 3. Whether 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
 4. Whether the existing zoning been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.
 5. The proposed zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development.
 6. The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.
 7. The change will serve a community need, provide an amenity or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning.
 8. Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.
 9. The recommendations of professional staff or advisory review bodies.
- c. **Review Procedure.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the requirements in this sub-section apply to rezoning applications:
1. Applications may be accompanied by any preliminary plat, site plan, zoning suitability plan, or other plan necessary to review conformance with the Comprehensive Plan.
 2. At the pre-application meeting, and based on the size, scope and impact of any future development anticipated or pending with the request, the Director shall determine how to coordinate the Neighborhood Meeting and any additional notice of meetings or hearings necessary for the formal review.
 3. After review by staff, receipt of any comments from referral agencies, and any necessary resubmittal, the Director shall schedule review by the Planning Commission.
 4. The Planning Commission shall hold a public hearing and shall make a recommendation to the City Council. Upon a recommendation from the Planning Commission, the City Council shall hold a public hearing and make the final decision on rezoning applications.
 5. Rezoning may be conditioned upon anything that further ensures the criteria for rezoning will be met, including:

- (a) A plan that identifies general land use categories, the arrangement and character of streets and open spaces, and the anticipated scale, intensity and character of development and how it relates to adjacent areas.
 - (b) Addressing any existing uses that become non-conforming as provided in Section 24-105.g.
- 6. Approval of a rezoning shall be by ordinance approved by the City Council.
- d. **Effect of Decision.** Upon approval of a change in the district boundaries, the Director shall record a copy of the ordinance approving the zone change with the City Clerk. The Director shall make the change on the official map by an actual change or other record identifying the ordinance and the associated property. The zoning shall remain in effect unless changed by the City Council according to the procedures specified in these regulations.

24-205 Planned Unit Development

- a. **Applicability.** A planned unit development (PUD) application is a type of rezoning based on a specific and integrated development plan, and must follow the procedures and meet the requirements of the rezoning process.
 - 1. Application for a PUD may be filed by the property owner, the City Council, or by staff on behalf of the City Council.
 - 2. The PUD process is intended for development concepts that require a higher degree of specific planning based on the scale and complexity of the project. The higher degree of planning affords flexibility in the standards to improve the relationship of the project to the context, and to better meet the purpose, intent and objectives of this code.
 - 3. A PUD shall include sufficient area to implement planning concepts that generate broader public benefits that can only be gained from flexible application of the standards, and not simply be used to justify deviations for single projects or on a site-specific basis.
 - 4. Generally PUD applications shall include at least 5 acres. Applications for smaller PUD applications may be processed by the Director for:
 - (a) additions to previously approved PUDs if the flexible application of standards is used to integrate projects with previous plans; or
 - (b) projects with a mix of uses that are not otherwise accounted for by one or a combination of the base zoning districts of the code.
- b. **Development Plan.** A PUD requires approval of a specific plan for coordinated development of the entire area within a PUD and shall include the following:
 - 1. **Existing Conditions.** Existing conditions reflect the current state of the property. This includes an analysis identifying the general layout of any existing structures, streets or infrastructure; the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features; and the presence and relationships to these same conditions on adjacent property.
 - 2. **Master Development Plan.** A Master Development Plan presents the vision for the project. It identifies the area and relationship of general land use categories, the arrangement and character of streets and open spaces, and the anticipated scale, intensity and character of development through maps, illustrations of development concepts, and statements on the intent and objectives for the project. The Master Development Plan shall indicate why the flexibility requested is justified by the plan and how it could not be easily achieved by other zoning designations. The Master Development Plan shall include the following:

- (a) **Project Boundary.** The overall boundary and name of the Planned Unit Development.
 - (b) **General Layout.** The general development pattern of streets, blocks and open spaces in the concept plan.
 - (c) **Public and Community Facilities.** The location of school sites, amenities, focal points, parks and trails, including any land dedicated to or reserved for acquisition by any public entities.
 - (d) **Planning Areas.** The designation of distinct areas of the project in terms of land uses, intensity or density of development, range of building types, or other unique design characteristics or amenities of the project. All planning areas and open space areas shall be shown overlaid on topography at a scale that clearly delineates the planning area boundaries so that they can be located on the site. For each planning area or within a separate table, indicate the following: acreage; number of dwelling units; land use designation; residential density or nonresidential square footage.
 - (e) **Specific Regulations & Deviations.** The most applicable base zoning district in terms of uses, development standards or design standards shall be designated for each planning area, and specific deviations from these standards shall be identified. These deviations may be more permissive or more restrictive than otherwise applicable standards, but should anticipate long-term development and potential future changes. To the extent items are not addressed by specific deviations, the base zoning district standards will control.
 - (f) **Phasing or Implementation.** Phasing or implementation indicates a strategy and estimated timing of development, and any other administrative details of implementing the plan through future plats and site plans.
3. **Detail Plans.** The PUD may include detail plans and specifications such as renderings, elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details demonstrating how the plan will be executed according to the proposed development standards.
 4. **Statement of Commitments.** The applicant shall provide a statement of commitments regarding all future aspects of development, and how these commitments shall be coordinated with the phasing and subsequent platting of the projects. Commitments shall at a minimum include the following:
 - a. Streets and streetscape designs required by Section 24-301.
 - b. Open and civic spaces, whether public, common or private, required by Section 24-302.
 - c. Improvements and performance and maintenance guarantees required by Section 24-304.
 - d. Any additional improvements or dedications to other public entities needed by the adequate facility analysis in Section 24-305.
 - e. Any additional improvements, open spaces, or other development pre-requisites resulting from technical studies that may be required by Section 24-201.j.
 5. **Other Information.** Any other information otherwise required by the city for rezoning.
- c. **Review Criteria**

1. **Generally.** Review, recommendations and decisions for new PUDs shall be based on the following criteria:
 - (a) The plan reflects greater consistency with or more specificity in implementing the Comprehensive Plan than what could be accomplished under application of general zoning districts and development standards.
 - (b) The benefits from any flexibility in the proposed plan:
 - (1) promote the general public health, safety and welfare of the community, and in particular, that of the areas immediately near or within the proposed project, and is not strictly to benefit the applicant or a single project;
 - (2) involves innovative concepts that were not anticipated by the development code; or
 - (3) apply to a unique or specific context in a manner that allows the project to better meet the intent or design objectives of the base zoning districts and standards.
 - (c) The plan reflects generally accepted and sound planning and urban design principles with respect to applying the goals and objectives of the Comprehensive Plan to the area.
 - (d) The plan meets all of the review criteria for zoning map amendments in Section 24-204.

2. **Minor Amendment to PUDs.** Minor amendments to PUDs may be approved by the Director, provided it meets the all of the criteria for the initial approval of the PUD, and is limited to the following:
 - (a) Any change in the number of housing units, change in lot sizes or dimensions, or increase in the land of non-residential uses is less than 5%.
 - (b) There is no decrease in the amount of open space or other reduction of amenities from the approved plan.
 - (c) Any change in a building location is no more than 10% of the approved distance to adjacent property lines.
 - (d) Any change in the height or square footage of buildings is no more than 10% of the approved measurements.
 - (e) Any change in a design standard meets the criteria for alternative compliance in Section 24-208.
 - (f) Changes to the boundaries of any planning areas do not change the boundaries of the PUD, do not later the mix of uses by more than 10% in land area or square footage, and otherwise reflect a similar land use plan.
 - (g) The proposed change is consistent with concept plans in the previously approved planned unit development;
 - (h) The plan meets all of the review criteria for site plans in Section 24-207.

3. **Major Amendment to PUDs.** Changes to previously approved PUDs that exceed allowances for minor amendments may be proposed for a portion of the area under the following criteria:
 - (a) The proposed change does not create potential impacts on other property in the PUD that are greater than would could typically occur in similar zoning districts or contexts; and
 - (b) The process and criteria for the initial approval of a PUD are met.

- d. **Review Procedure.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the requirements in this sub-section apply to PUDs:
 1. The planned unit development application is a type of rezoning and shall follow the procedures applicable to rezoning in Section 24-204.c.

2. Based on the complexity of projects and degree of advanced planning and urban design necessary for a project, the applicant may elect to break elements of a general development plan in subsection 24-205.b. into two or more steps to review concepts and preliminary designs prior to approval of the complete development plan.
 3. In most cases, land will need to be subdivided in order to carry out a development plan. The platting process is a separate process but may run concurrently with the planned unit development process, as specified in Section 24-201.b.
- e. **Effect of Decision.** Upon approval of a rezoning to PUD, the Director shall record a copy of the ordinance approving the zone change with the City Clerk. The Director shall make the change on the official map by an actual change or other record identifying the ordinance and the associated property. The entire area shall be designated by the name of the PUD and reference to the PUD Master Development Plan. The specific regulations in the Master Development Plan may be based on base zoning districts, and allow any development consistent with the base zoning districts except as specifically modified by the PUD Master Development Plan. The PUD zoning shall remain in effect unless changed by the City Council according to the procedures specified in these regulations.

24-206 Use By Special Review

- a. **Applicability.** A use by special review provides flexibility for different uses within a zoning district and allows the potential for additional uses subject to specific conditions and a case-specific review. These uses may require specific design, operational limitations, or additional mitigation to ensure the use is appropriate in a specific location. Use by special review may be initiated by the property owner.

This process is specifically applicable to uses identified as use by special review (“S”) in the Use Table in Section 24-402.

- b. **Review Criteria.** A use by special review shall be reviewed according to the following criteria:
1. All criteria for site plan review in Section 24-207. are met
 2. The application furthers the intent of the proposed zoning district, does not conflict with the intent of any abutting districts, and is otherwise determined to be consistent with the Comprehensive Plan.
 3. Any associated site development or construction complies with requirements of this code, including any conditions or additional requirements identified for the particular use.
 4. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use, and other potential impacts on adjacent property. The cumulative impact of a concentration of similar existing uses may be considered as part of the impact of a particular use.
 5. The site is physically suitable for the proposed use, and whether any additional site-specific conditions are necessary for the use to be appropriate and meet these criteria.
 6. Whether a limited time period for the permit is reasonably necessary to either limit the duration of the use, assess the use against changing conditions in the area, or ensure periodic reporting and ongoing enforcement of the permit.
 7. The long-range plans for the surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.
 8. The recommendations of professional staff or other technical reviews associated with the application.
- c. **Review Procedure.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to use by special review applications:

1. Applications shall be accompanied by a site plan to review conformance of any construction with standards of this code, and to review any performance criteria for the particular uses when applied to the site or building.
 2. After staff review, receipt of any comments from referral agencies, and any necessary resubmittal, the Director shall schedule review by the Planning Commission.
 3. The Planning Commission shall hold a public hearing and shall make a final decision on uses by special review, and the decision may be appealed to the City Council.
 4. The Planning Commission may attach any additional conditions on the use addressing the physical development, operations, maintenance or any other limitation it feels necessary to ensure the application meets the review criteria.
- d. **Effect of Decision.** Approval of a use by special review shall authorize the applicant to apply for a building permit and other applicable development or construction permits.
1. A use by special review shall expire within one year, if the applicant has not submitted a building permit application, or application for other permits, licenses or approvals necessary to establish the use. The Directory may grant a one-year extension to this period. This period is distinct from any duration limits, periodic reviews or renewal periods once the use is established, which may be a condition of approval of the use.
 2. Ceasing the use for a period of more than 1 year shall be considered abandonment of the use by special review, and the approval shall expire.
 3. Minor changes to an approved use by special review may be approved by Director upon finding all of the following:
 - (a) The change expands the floor area of the original approval by less than 10%;
 - (b) There is not a change of use or significant increase in the intensity of the use that could adversely impact adjacent property;
 - (c) The change does not exceed the limits or violate any specific conditions of the original approval; and
 - (d) The change complies with all other provisions of this code, including the Site Plan procedures and criteria in 24-207.

Any other changes to the use shall require an amendment to the use by special review through the same procedures and criteria as the original application
 4. A use by special review may be revoked by the Planning Commission through the same procedures granting the use, upon a finding that the conditions of approval have not been met, or that the use has otherwise violated the provisions of this code.

24-207 Site Plan

- a. **Applicability.** The site plan process provides review of development projects that propose a change to buildings and sites that may impact the relationship to the streetscape or adjacent property, or may include a change of use or activity on the site. It ensures that projects meet the development and design standards of this code, and coordinates projects with surrounding development patterns and public spaces, including compatible arrangement of buildings, pedestrian and vehicle access, site design, lighting and landscape design. Site plans may be initiated by the property owner.

The site plan process specifically applies to reviews prior to any of the following:

1. Any building or site improvements;
 2. A grading or building permit; or
 3. A change of use.
- b. **Review Criteria.** In general, any site plan in compliance with all applicable standards of this code shall be approved. In making a determination of compliance with the standards applied to

particular site, or exercising any discretion under the standards, a site plan shall be reviewed according to the following criteria:

1. **Generally.**
 - (a) The plan meets all applicable standards or the criteria for any discretionary approvals.
 - (b) The plan does not substantially undermine any goals or objectives of the Comprehensive Plan that are applicable to the area or to the specific project.
 - (c) The plan does not present any other apparent risks to the public health, safety or welfare of the community.

2. **Site Design and Engineering.**
 - (a) The plan provides safe access and internal circulation considering the site, the block and other surrounding connections, and appropriately balances vehicle, bicycle and pedestrian needs for the context.
 - (b) The plan provides or has existing capacity for utilities and other required improvements to serve the proposed development.
 - (c) The plan provides adequate management of storm water runoff.
 - (d) The plan provides proper grading considering prevailing grades and the relationship to adjacent sites.

3. **Landscape and Open Space Design.**
 - (a) The plan creates an attractive aesthetic environment and improves relationships to the streetscape or other nearby public, civic or common spaces.
 - (b) The plan enhances the environmental and ecological functions of un-built portions of the site, and makes effective use and conservation of water resources.
 - (c) The plan reduces the exposure and adverse impact of more intense activities or components of the site or building on the streetscape and on adjacent properties.

4. **Building Design.**
 - (a) The location, orientation, scale and massing of the building creates appropriate relationships to the streetscape and to adjacent properties.
 - (b) The selection and application of materials will promote proper maintenance and quality appearances over time.
 - (c) The location, fixtures and types of building and site lighting promotes creates aesthetic enhancements, promotes safety and security, and accounts for sensitive borders with the right-of-way or adjacent property
 - (d) The building reinforces the character of the area and reflects a compatible architectural relationship to adjacent buildings. Specifically, if there is any consistency or commonality in the scale, proportion, forms and features, and materials of adjacent buildings, they inform choices on the proposed building.

- c. **Review Procedure.** In addition to the general requirements in Table 24--1 and Section 24-201, the following requirements are specific to site plan applications:
 1. At the applicant's discretion, and as part of the pre-application steps, the applicant may present a preliminary or conceptual site plan. This may be used to confirm interpretations, test basic concepts and standards, or review options for a proposed project.
 2. Any requests for alternative compliance or a variance from the standards are distinct applications, but may be coordinated with the Site Plan review as provided in Sections 24-208 and 24-209.
 3. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director may make a final decision.

4. The Director may determine that any application meeting these eligibility criteria still presents significant change or potential impacts on the area, or presents substantial interpretation questions on the application of development standards or review criteria. The Director may forward the application to the Planning Commission for a decisions according to the criteria in this Section.
- d. **Effect of Decision.** Approval of a site plan shall be valid and create a vested property right for 1 year, and authorize the applicant to apply for a building permit and all other applicable permits. The decision may be appealed to the Planning Commission. The Director may grant one extension for up to 1 additional year. Failure to obtain permits, or otherwise achieve substantial completion of improvements or commence the use within this time frame shall cause the approval to expire.

24-208 Alternative Compliance

- a. **Applicability.** The alternative compliance process provides limited flexibility in the application of design standards so that the best design solution may be applied to a particular context or site. It ensures that projects meet the intent and design objectives of the standards of this code, but allows for relief from strict application of the standards where an equal or better design solution is possible. Alternative compliance shall not reduce requirements of this code, but provide equivalent standards applied in a site-specific or creative way. Alternative compliance applications may be initiated by the property owner.

Specifically alternative compliance shall be applicable for any of the following:

1. Residential design standards in Section 24-503;
 2. Non-residential design standards in Section 24-603;
 3. Access and parking standards in Chapter 7;
 4. Landscape standards in Chapter 8; and
 5. Sign standards in Chapter 9.
- b. **Review Criteria.** The following criteria apply to any application that is proposing alternative compliance to any of the standards.
1. The alternative shall not alter any use standard, and deviation from any dimension or quantity standard shall be limited to 10%, except where specific sections authorize greater deviations. The Redevelopment Area established in Section 24-1007, shall not be limited in the extent of alternative compliance that may be considered.
 2. The alternative shall be based on specific conditions of the site that make the applicable standard impractical, or where compliance with the standard would not clearly advance the intent and design objective of the standard.
 3. The proposed alternative shall equally or better meet the intent or design objective of the particular standard.
 4. The alternative shall not have negative impacts on the adjacent sites, and otherwise affect adjacent sites in a similar way as would otherwise occur by complying with the standard.
 5. The alternative shall not undermine any other planning policy or design goals applicable to the site or general area.
 6. The alternative shall not be strictly for the convenience of a specific project, but is justified under any of the following broader community benefits:
 - (a) aesthetic considerations that permit better coordination with the established character of the specific area;
 - (b) improved environmental performance;
 - (c) enhanced pedestrian amenity of civic spaces;

- (d) adaptive reuse of existing buildings or infill on existing lots that otherwise would likely not occur;
 - (e) better serves public health and safety considerations; or
 - (f) more directly advances any official city-approved plans or policies applicable to a particular area.
- c. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to site plan applications:
1. Applications for alternative compliance may be submitted independently in advance of a site plan, provided there is sufficient information to evaluate the application according to the criteria. Alternatively, an application for a alternative compliance may be submitted with a site plan, provided that specific standards for which alternative compliance is proposed are clearly called out as a separate issue and decision in the application materials.
 2. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director may make a final decision.
 3. Any request for alternative compliance associated with another application that requires approval of another review body, may be approved by the Director conditioned on final approval of the associated application. The alternative compliance shall be noted in the associated application and either affirmed or denied by the review body according to the criteria of the associated application.
- d. **Effect of Decision.** Approval of alternative compliance shall be indicated by a written statement of the Director. It shall authorize deviation from the standards only to the extent demonstrated on the approved plans. The written statement of approval shall be included with a subsequent submitted site plan, or if associated with a site plan application clearly called out distinct from the site plan submittal. The approval shall only be valid for one year from the written statement, unless a complete site plan application is submitted, in which case the alternative compliance approval shall remain valid in association with the site plan submittal. The Director may grant an extension of up to 6 months provided the conditions affecting approval of the approval have not significantly changed. Denial of alternative compliance may be appealed to the Planning Commission.

24-209 Variance

- a. **Applicability.** A variance is a process to provide relief from a strict interpretation of the zoning and development standards of this code, which when applied to a particular property and in a specific context would create practical difficulties or unnecessary hardship on all reasonable use of the property. This application shall only apply to the design, dimension, and other site development standards of this code and shall not be used to authorize a use that is prohibited by the applicable zoning district. Variances may be initiated by the property owner.
- b. **Review Criteria.** A variance shall be reviewed and approved only on the finding by the Zoning Board of Appeals that the following conditions are met:
1. The strict application of this code would result in practical difficulties or unnecessary hardships that limit the reasonable use of the property without granting the variance.
 2. The difficulty or hardship is caused by conditions on the property that are unusual or atypical, are not are result of general conditions in the area, and were not created by the applicant.
 3. Granting the variance will not adversely affect the rights of adjacent property owners or residents.

4. Granting the variance will not adversely affect the public health, safety, or general welfare.
 5. Granting the variance is consistent with the Land Use Chapter of the Comprehensive Plan and area or neighborhood plans, or may achieve greater consistency with these plans than if the codes were strictly applied.
 6. Granting the variance does not undermine the purposes and intent of this code, and is consistent with the specific intent or design objectives of the provision for which the variance is sought.
 7. The requested variance is the minimum necessary to relieve the difficulty or hardship and permit reasonable use of the property.
- c. **Minor Variance Procedures.** The Director may approve minor variances subject to the following:
1. Applications for minor variances may be submitted independently in advance of a site plan, provided there is sufficient information to evaluate the application according to the criteria. Alternatively, an application for a minor variance may be submitted with a site plan, provided the need for the variance is clearly called out as a separate issue and decision in the application materials.
 2. Mailed notice shall be provided to all abutting property owners, allowing up to 15 days for the owners to object. Any objections shall require the variance to be processed with the Zoning Board of Appeals according to the rest of this Section.
 3. Minor variances shall be limited to the following circumstances:
 - (a) Variance to a setback, building location, or building height requirement by up to 10% of the requirement. Where this would be less than 1 foot, the Director may approve a variance up to 1 foot.
 - (b) Variance to a lot or open space area or dimension requirement of up to 5% of the requirement.
 - (c) Variance to a building coverage requirement by up to 10% of the requirement.
 4. The Director's decision shall be based on the criteria in Section 24-209.b.
- d. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to variance applications not eligible for minor variances:
1. Applications may be accompanied by a site plan where it is necessary to review conformance with standards of this code and the variance criteria.
 2. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director shall schedule review by the Zoning Board of Appeals.
 3. Approval by a majority of the Board present shall be necessary to grant a variance.
 4. In granting a variance, the Board may impose conditions and requirements that best assure the criteria for approval are in place and maintained, and any violation of these conditions shall be considered a violation of the ordinance.
- e. **Effect of Decision.** Upon approval of a variance, a Certificate of Variance Approval shall be recorded for the subject property by the Director in the Weld County Clerk and Recorder's Office. Upon filing, the applicant may proceed with any necessary approvals or permits authorized in the variance. Any variance not filed and acted upon within 12 months shall expire and no further action is permitted. The Director may grant an extension of up to 6 months provided the conditions affecting approval of the variance have not significantly changed. Denial of a minor variance by the Director may be appealed to the Zoning Board of Appeals. Denial of a variance by the Board of Zoning Appeals may be appealed to the City Council.

24-210 Appeal of Administrative Decision

- a. **Applicability.** The appeal of administrative decisions is a process to determine if there was an error in any final decision in the interpretation, administration or enforcement of this code by an administrative official of the City. Except for where this Chapter and Table 24-2-1 establish a different appeal process for specific applications, appeals of administrative decisions may be filed with the Zoning Board of Appeals. Appeals may be filed by any person aggrieved and materially affected by a final decision of an administrative official, or by any officer, department, board, or official public body of the City. Appeals of administrative decisions shall be filed in writing with the Community Development Department within 10 days of the date of the decision being appealed.
- b. **Effect of Filing.** An appeal halts all proceedings in furtherance of the decision appealed from unless the official making the decision certifies to the Board that it could cause imminent peril to life or property. In such case, the Board may elect to allow the official to continue proceedings in furtherance of the decision while the appeal is pending a final decision of the Board.
- c. **Notice.** Notice of the appeal shall be served upon the person whose decision is being appealed by providing a copy of the appeal. The administrative official whose decision is being appealed shall transmit to the Zoning Board of Appeals all plans, applications and other files directly impacting the decision and constituting the official record upon which the action appealed is taken within 10 days of receipt of such filing of the appeal. If the appeal is based on an application that required any other notice under this code, notice of the appeal shall also occur as required by the original application.
- c. **Action and Review Criteria.** The Zoning Board of Appeals shall grant the administrative official's decision a presumption of correctness, placing the burden of persuasion of error on the appellant. A majority vote of the Board present shall be necessary to sustain an appeal. An appeal shall be sustained only upon written findings that the official was in error. In exercising the appeal power, the Board shall have all the powers of the official from whom the appeal is taken, and the Board may reverse or affirm wholly or partly or may modify the decision being appealed.
- e. **Effect of Decision.** The decision by the Zoning Board of Appeals shall have the same effect as a decision made by the administrative official but shall be limited to the facts and circumstances of that particular case. The Director may use the Zoning Board of Appeals decision on an appeal as a factor when applying the standard appealed from to other similar circumstances. Any person aggrieved by a final decision of the Zoning Board of Appeals may appeal City Council according to Table 24-2-1 and Section 24-201.i.

24-211 Code Amendments

- a. **Applicability.** Amendments to these regulations may be initiated by the City Council or the Planning Commission, or by Staff on behalf of these entities.
- b. **Review Criteria.** A code amendment shall be reviewed according to the following criteria:
1. The amendment furthers the purposes of these regulations in Section 24-101.c.
 2. The amendment is in accordance with the Comprehensive Plan and has been considered for both its long-range affects as well as immediate impacts.
 3. The amendment promotes the public safety, health and general welfare of the citizens of Greeley.
 4. The amendment improves the effectiveness and efficiency of administering the Land Development Code.
- c. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to text amendment applications:

1. Applications may be accompanied by a related Comprehensive Plan amendment, or more specific plan, provided the amendment or plan has met all of the legal and policy requirements for plan approvals independent of the proposed code amendment.
 2. All amendments shall first require the recommendation of the Planning Commission. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
 3. The Planning Commission may recommend or City Council may approve a lessor change than was proposed in the notice, when considering the proposed change relative to the currently applicable standards.
- d. **Effect of Decision.** Amendments to the text of these regulations shall be approved by the City Council in the form of an ordinance and be effective after the date specified in the ordinance. The Director shall incorporate approved amendments into this code by reference to the specific amending ordinance, and indicate the newly applicable provisions and the replaced provisions, or by recodification of the official code, that incorporates the approved amendment.

24-212 Dedication & Vacation of Easements

- a. **Applicability.** Dedication and vacation of easements is used to officially record or eliminate easements granting specific access and property interests stated in the recorded document. Easements may be dedicated or vacated in association with a minor or major subdivision, or by this section. Eligible applicants for dedication of easements include anyone with a property interest in the abutting and underlying land, and eligible applicants for vacations are only the easement holder.
- b. **Review Criteria.** The following criteria apply to dedication and vacation of easements:
1. All legal pre-requisites for recording or eliminating the property interest have been established, and all forms and fees required by the City have been submitted.
 2. The applicant has established written evidence of ownership, and provided notice to all other ownership interests in the easement or affected property.
 3. The application will not be detrimental to any adjacent property owner, and no owner or entity with a property interest in the easement has objected.
 4. All parties in interest or potentially impacted by the application, and any agencies or city departments with an interest, have received notice and have had time to comment.
 5. For a vacation, there is no public purpose for the easement, considering the Comprehensive Plan, any specific transportation, open space or other public facilities plans, or other plans or policies under those plans.
 6. The application meets all other procedures and requirements of the Colorado Statutes, the Colorado Constitution, and the municipal code.
- c. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to dedicating or vacating easements:
1. The applicant shall submit a plat or other legal document showing the specific property rights to be vacated or dedicated, and the affect to adjacent or abutting property.
 2. The Director shall coordinate review of the application per Section 24-201.f., and in particular determine whether any referral agencies who may have facilities or other interest in the easement or right-of-way should be notified, or if all potentially affected property owners have been notified.

3. The Director shall sufficient time from notice for necessary referral agencies to comment, or require consent forms from any affected parties. The Director may extend this time period where the nature of the application or caseloads warrant further consideration from referral agencies, city departments, or other interested parties.
 4. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director shall make a final decision.
- d. **Effect of Decision.** After approval of an easement dedication or vacation, the Director shall record the plat or other legal document with the Weld County Clerk and Recorder's Office. A denial of a vacation or dedication application may be appealed to the Planning Commission.

24-213 Dedication & Vacation of Rights-of-Way

- a. **Applicability.** Dedication and vacation of rights-of-way is used to officially record or eliminate rights granting specific access and property interests stated in the recorded document, which are not associated with a major subdivision process. Eligible applicants include the City or an abutting and underlying property owner. For any right-of-way abutting multiple property owners, the City may require that all owners join in the application.
- b. **Review Criteria.** The following criteria apply to dedication and vacation of rights-of-way:
1. All legal pre-requisites for recording or eliminating the property interest have been established, and all forms and fees required by the City have been submitted.
 2. The applicant has established written evidence of ownership of property abutting or underlying the right-of-way. Where multiple properties are involved each owner shall be joined in the application
 3. The application will not be detrimental to any adjacent property owner, and no owner or entity with a property interest in the easement has objected.
 4. All parties in interest or potentially impacted by the application, and any agencies or city departments with an interest, have received notice and have had time to comment.
 5. For a vacation, there is no public purpose for the right-of-way, considering the Comprehensive Plan, any specific transportation, open space or other public facilities plans, or other plans or policies under those plans.
 6. For a dedication, the right-of-way will serve a public purpose and the dedication is sufficient to meet the design standards and specifications of Chapter 3 for streets, trails or other rights-of-way.
 7. The application meets all other procedures and requirements of the Colorado Statutes, the Colorado Constitution, and the municipal code.
- c. **Review Procedures.** In addition to the general requirements in Table 24-2-1 and Section 24-201, the following requirements are specific to vacating rights-of-way or easements:
1. The applicant shall submit a plat or other legal document showing the specific property rights to be vacated or dedicated, and the affect to adjacent or abutting property.
 2. The Director shall coordinate review of the application per section 24-201.f., and in particular determine whether any referral agencies who may have facilities or other interest in the right-of-way should be notified, or if all potentially affected property owners have been notified.
 3. The Director shall allow sufficient from notice for necessary referral agencies to comment, or require consent forms from any affected parties. The Director may extend this time period where the nature of the application or caseloads warrant further consideration from referral agencies, city departments, or other interested parties.
 4. After staff review, receipt of any comments from referral agencies, and any necessary resubmittals, the Director shall schedule review by the Planning Commission.

5. The Planning Commission shall consider the application subject to the review criteria and make a recommendation to the City Council.
 6. Upon receipt of a recommendation from the Planning Commission, the City Council shall make a final decision, and may condition a decision to vacate right-of-way on reserving any interest it determines necessary to serve a public purpose or the interests of the affected property.
- d. **Effect of Decision.** After approval of a right-of-way dedication or vacation, the City Clerk shall record a copy of the scale drawing or illustration and legal description in the Weld County Clerk and Recorder's Office.

24-214 Annexation

- a. **Applicability.** The annexation process is to add unincorporated lands to the municipal boundaries, and consider well-ordered development of the City, and the extension of municipal services and facilities in an efficient, and effective manner. Annexation applications may be by petition of the land owners or at the initiation of the City Council.
- b. **Review Criteria.**
1. **General Eligibility.** The City Council may consider an annexation petition for land that satisfies the eligibility requirements of the statutes of the state as follows:
 - (a) The area proposed for annexation has not less than one-sixth of its perimeter contiguous with the municipal boundaries; and
 - (b) A community of interest exists between the area proposed for annexation and the City; the area is urban or will be urbanized in the near future; and the area is integrated with or is capable of being integrated with the annexing municipality.
 - (c) The full width of all public rights-of-way adjacent to a proposed annexation shall be included in the annexation.
 - (d) The responsibility to apply for exclusion from any applicable special districts shall be upon the applicant of the annexation.
 - (e) Annexations of enclaves may be initiated by the City Council when such enclaves have been completely surrounded by property within the municipal limits for a period of at least three years.
 2. **Specific Criteria.** The Planning Commission and City Council shall evaluate annexations according to the following criteria:
 - (a) The proposed annexation is in conformance with the City's Comprehensive Plan;
 - (b) The proposed annexation promotes geographical balance of the City's land use pattern;
 - (c) Adequate services are or will be available to support the development expected to result from the proposed annexation, in accordance with Section 24-305.
 - (d) The proposed annexation provides for a continual and rational boundary; and
 - (e) The proposed annexation is needed to accommodate future land use requirements.
- c. **Review Procedures.** In addition to any specific procedure required by the laws of the state at the time of annexation, and in accordance with the general procedures applicable by Table 24-2-1 and Section 24-201, the following specific procedures apply to annexations:
1. **Petition for Annexation.** The petition shall be signed by persons comprising more than 50% of the landowners in the area and owning more than 50% of the land area. Sample petitions are available from the Community Development Department.

2. *Annexation Elections.* As an alternative to an annexation petition, the qualified electors of the area being proposed for annexation may petition the City Council to hold an annexation election.
 - (a) The petition for annexation election shall be signed by at least 75 qualified electors or 10% of the electors, whichever is less, or as otherwise required by state statutes.
 - (b) The petition shall be filed with the City Clerk and shall comply with the provisions of the state statutes.
 - (c) If the petition for annexation election is in substantial compliance with state statutes, the City Council shall call for an election to be held. Notice of such election shall be given by the City Clerk.
 - (d) If a majority of the votes cast are against annexation, or the vote is tied, the annexation proceedings to date will be voided and considered of no effect and the City Council shall proceed no further with the annexation proceedings.
 - (e) If a majority of the votes cast at the election are for annexation, the City Council may thereafter annex the area.
3. *Application.* Application form and related application fees, including all additional plans and details required on the forms shall be provided by the applicant.
4. *Request for Zoning.* The applicant shall submit a request for zoning in accordance with this section and Section 24-204, Rezoning or Section 24-205 Planned Unit Development. The Community Development Director shall conduct an analysis of existing land uses on the subject property to ascertain zoning and lawfully established nonconforming uses. Nonconforming uses shall be permitted to continue, as provided in Section 24-105.
5. *Staff and Agency Review.* The Director shall coordinate review of an application with all necessary reviewing agencies, and allow them two weeks from the date of distribution of the annexation plat and supporting documents to make any objections or comments to the Community Development Director. This time period may be extended to the minimum period needed to complete the review.
6. *Resolution to Consider Annexation.* The City Council shall determine whether to proceed with annexation of property by resolution which shall include the public hearing date and, at the same time, shall determine if an annexation agreement will be required.
7. *Annexation Impact Report.* For annexations of areas larger than ten acres, the City shall prepare an impact report concerning the proposed annexation. The report shall be prepared at least 25 days prior to the date of the City Council's hearing on the proposed annexation, and a copy of the report shall be filed with the Board of County Commissioners governing the area proposed to be annexed within five days after preparation of the report. The annexation impact report shall contain the following information at a minimum:
 - (a) A map or maps of the municipality and adjacent territory to show the following:
 - (1) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
 - (2) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and
 - (3) The existing and proposed land uses in the areas to be annexed.
 - (b) A copy of any draft or final annexation agreement, if available;

- (c) A statement on plans of the City for extending and providing municipal services at the time of annexation;
 - (d) A statement on the method to finance the extension of the municipal services into the area to be annexed;
 - (e) A statement identifying existing districts within the area to be annexed; and
 - (f) A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate students.
8. *Planning Commission Hearing.* The Planning Commission shall hold a public hearing on the annexation. In making a recommendation on an annexation, the Planning Commission shall consider the review criteria in this Section, any comments received from agencies or offices receiving copies of the annexation plat, the staff recommendation and any comments received from citizens.
9. *City Council Hearing.* The City Council shall hold a public hearing on the annexation. In taking action on an annexation, the City Council shall consider the review criteria in this Section, any comments received from agencies or offices receiving copies of the annexation plat, the staff and Planning Commission recommendations and any comments received from citizens.
- d. **Effect of Decision.** If the annexation is approved, the Community Development Director shall cause a copy of the signed annexation plat to be recorded in the Weld County Clerk and Recorder's Office. Annexed areas shall be included in the City's zoning ordinance and map within 90 days after the effective date of the annexation ordinance, except that the proposed zoning ordinance shall not be passed on final reading prior to the adoption of the annexation ordinance. The City shall consider zoning such newly annexed areas under the appropriate zoning category as follows:
- 1. If land use approval or development of areas being considered for annexation is not pending upon completion of annexation, if the subject property is in a transitional state regarding development or if it is in the best interest of the City, the City Council shall place the newly annexed property into the H-A Holding Agriculture Zoning District.
 - 2. Requests for zoning districts other than the H-A Holding Agriculture District may be considered by the City Council in conjunction with the submittal of all applicable requirements for a rezoning application. The City Council shall place the newly annexed property into the zoning district most appropriate, considering the goals and objectives of the City's Comprehensive Plan and the applicant's future development plans.
 - 3. Requests for zoning to the C-D Conservation District shall be exempt from the requirements of Subsections a. and b. above.
 - 4. Property which does not have an approved Development Plan per Section 24-205.b. or other land use or development plan per Section 24-204.c.5.(a), and does not develop within three years from the effective date of this Section shall be required to submit plan prior to, or in conjunction with, subdivision or site development.
 - 5. During the time in which zoning of newly annexed areas takes place, the City may refuse to issue any building or occupancy permit for any portion or all of the newly annexed area.

Reserved Sections 24-215 through 24-300

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- 24-102 Interpretation
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Chapter 2. Procedures

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Chapter 3. Subdivision Standards

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CHAPTER 2 PROCEDURES: SECTION MAP		
Current Sections	Reorganized Code	Comment
Article II (Subdivision Regulations) Pre-Application Conference 18.04.200 Process 18.04.1300 Processing and reviewing fees. 18.10.040 Fees Chapter 18.18 (zoning) Notice 18.18.010 - 140 Chapter 18.20 (zoning) Review Procedures 18.20.010 - 040	24-201 General – All Applications; a. Applications and Fees b. Concurrent Applications c. Pre-application Meeting d. Staff Review e. Neighborhood Meeting f. Notice g. Public Hearings h. Action by Review Bodies i. Appeals j. Technical Studies k. Successive Applications l. Vested Rights	Generalize and simplify, and include as applicable to all applications, with the following adjustments and clarifications: <ul style="list-style-type: none"> • Neighborhood meeting put at the option of Director with specific criteria – analyzed at pre-application or after notice. • Notice updated – refined distances for mailed; shifted newspaper to on-line, clarified sign posting process • Clarified vested rights for particular application (coordinating home rule authority vs. statutory provisions)
Article VI (Subdivision Regulations) Minor Plat 18.04.600 – 660 Article X (Subdivision Regulations) Correction Plat 18.04.1000 – 1010)	24-202 Minor Subdivisions a. Applicability b. Review Criteria c. Review Procedures d. Effect of Decision	Refined / clarified range of administrative plats; simplify;
Article IV Preliminary Plat 18.04.400 – 450 Article V (Subdivision Regulations) Final Plat 18.04.500- 550 18.04.130 Variances (subdivisions)	24-203 Major Subdivision a. Applicability b. Preliminary Plat(1.- 3. Review Criteria; Review Procedures; Effect of Decision) c. Final Plat (1. – 3. Review Criteria; Review Procedures; Effect of Decision)	Simplify and reorganized; coordinated with 24-201 to avoid repetition of generally applicable procedure; integrated options and alternatives into platting standards and criteria to avoid confusion with statutory variance criteria (zoning only), and exceptions or exemptions in platting process (no statutory “variance” criteria).
18.30.050 Establishment of zoning and rezoning procedures 18.30.060 City Council and Planning Commission initiated rezoning	24-204 Rezoning a. Applicability b. Review Criteria c. Review Procedures d. Effect of Decision	Simplify and reorganized; coordinated with 24-201 to avoid repetition of generally applicable procedure; coordinated review criteria with specific planning policies and elements of reorganized code. Eliminated Development Concept Master Plan as a defined process, but included specific elements of “conditional rezoning.”

CHAPTER 2 PROCEDURES: SECTION MAP		
Current Sections	Reorganized Code	Comment
Chapter 18.32 Planned Unit Developments; 18.32.010 – 160	24-205 Planned Unit Development; a. Applicability b. Development Plan c. Review Criteria d. Review Procedures e. Effect of Decision	Simplified and reorganizes; coordinated with 24-201 and 24-204 to avoid repetition of generally applicable procedures; coordinated with 24-204 to avoid repetition of rezoning procedures. <ul style="list-style-type: none"> • Refined what elements go into a development plan. • Clarified how to amend PUD and what rights beyond plan (“base zoning”) go along with PUDs. • Streamlined PUD into single plan approval process into 1 review - <ul style="list-style-type: none"> ○ unless applicant choses to separate into conceptual pan and specific plan/zoning (see 24-205;d.2.) ...with follow up development done through Site Plan and Plat process - <ul style="list-style-type: none"> ○ unless applicant choses to join these as concurrent applications (see 24-201.b.). ○ Require “statement of commitments” to coordinate plan with subsequent platting.
18.20.060 - 130 Use by special review	24-206 Use by Special Review a. Applicability b. Review Criteria c. Review Procedures d. Effect of Decision	Simplify and reorganized; coordinated with 24-201 to avoid repetition of generally applicable procedure
18.20.030 Permitted Uses 18.20.040 – 055 Design review uses 18.44.120 Architectural Review Process	24-207 Site Plan a. Applicability b. Review Criteria c. Review Procedures d. Effect of Decision	Coordinated several administrative review and approvals into Site Plan process; removal of Architectural Review Committee, since they have no formal role.
18.38.140 Alternative Compliance	24-208 Alternative Compliance a. Applicability b. Review Criteria c. Review Procedures d. Effect of Decision	Reorganized as a specific and complimentary procedure to other applications; Clarified applicability and review criteria, and shifted all alternative compliance to staff approval; Coordinate with specific development standards where alternative compliance is promoted.
Chapter 18.22 Variances (zoning); 18.22.010 - 060	24-209 Variance a. Applicability b. Review Criteria c. Review Procedures d. Effect of Decision	Simplify and reorganized; coordinated with 24-201 to avoid repetition of generally applicable procedure.
Chapter 18.24 Appeals(zoning); 18.24.010 - 050	24-210 Appeal of Administrative Decisions a. Applicability b. Effect of Filing c. Notice d. Action and Review Criteria e. Effect of Decision	Coordinates with state statute provisions for any appeal that is not generally specified through other development processes. See also 24-201.i., and the effect of decision or Table 24-2-1 for how appeals specified by Development Code are addressed.

CHAPTER 2 PROCEDURES: SECTION MAP		
Current Sections	Reorganized Code	Comment
(current section is mixed in with general rezoning property)	24-211 Code Amendments a. Applicability b. Review Criteria c. Review Procedures d. Effect of Decision	Separated from other development application procedures.
Article VII (Subdivision Regulations) Easement Dedication, Vacation and Recordation 18.04.700 – 18.04.710	24-212 Dedication & Vacation of Easements a. Applicability b. Review Criteria c. Review Procedures d. Effect of Decision	Simplify and reorganized; coordinated with 24-201 to avoid repetition of generally applicable procedure. <ul style="list-style-type: none"> Added criteria for Director approval Removed submittal requirements from code (see 24-201.a.1 on Director authority to specify application forms and submittal requirements.
Article VIII (Subdivision Regulations) Right-of-way Dedication and Vacation 18.04.800 - 810	24-213 Dedication & Vacation of Rights-of-way a. Applicability b. Review Criteria c. Review Procedures d. Effect of Decision	Simplify and reorganized; coordinated with 24-201 to avoid repetition of generally applicable procedure. <ul style="list-style-type: none"> Added criteria for PC / CC approval Removed submittal requirements from code (see 24-201.a.1 on Director authority to specify application forms and submittal requirements.
Chapter 18.26 Annexation; 18.26.010 – 080	24-214 Annexation a. Applicability b. Review Criteria c. Review Procedures d. Effect of Decision	Reorganized and simplified; coordinated with general procedures in 24-201 to not repeat common elements <ul style="list-style-type: none"> Coordinated with other area- or development-specific plans and rezoning options; Clarified links to required improvements and annexation impact reports Note: broadened ability to deal with amortization and/or “grandfathering” non-conforming uses upon rezoning, but added generalized criterial (rather than just “animal feed lots”) (see 24-204.c.5 and 24-105.g.)

Council Agenda Summary

Key Staff Contacts:

Raymond Lee, Deputy City Manager
970-518-2262

Scott Magerfleisch, Director of Information Technology
970-350-9305

Stacey Aurzada, Deputy City Attorney
970-350-9757

Title:

Introduction and First Reading of an Ordinance Granting a Non-Exclusive Franchise to ALLO Greeley, LLC for the Right to Make Reasonable Use of, and Erect, Construct, Operate, and Maintain through the Public Rights-of-Way, Easements, and Other Public Property and Equipment Necessary and Appurtenant to the Operation and Maintenance of a Cable System and the Provision of Cable Services to Citizens within the City

Summary:

ALLO Communications ("ALLO") is a telecommunications company offering fiber telephone, long distance, broadband, internet and television to residents and businesses. ALLO currently provides communications services to cities across Nebraska. ALLO also provides communication services and has a cable franchise in Fort Morgan, Colorado.

In 2020, ALLO reached out to Greeley staff members regarding their desire to begin providing service to the residents of Greeley. ALLO anticipates providing telephone, broadband internet and cable television services in Greeley. Greeley staff members have negotiated a Master Service Agreement and a Site License Agreement that will allow ALLO to install fiber in the Rights of Way located in Greeley. These documents will be executed by the City Manager. Since ALLO has expressed their desire and intent to provide cable television services in Greeley, a Cable Franchise Agreement is also necessary pursuant to Section 20-859 of the City of Greeley Charter.

A representative from ALLO, and Ken Fellman, the City of Greeley's cable franchise consultant, both will be available to answer questions at the public hearing and final reading.

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:

The City Charter provides that the grant of a franchise must be approved by adoption of an ordinance.

Other Issues and Considerations:

Contemporaneously with the approval of the Cable Franchise by the City Council, Greeley staff will execute a Master License Agreement and Supplemental Site License with ALLO. These documents do not require Council approval.

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for June 15, 2021.

Attachments:

Ordinance
ALLO GREELEY, LLC Franchise Agreement

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 2021

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO ALLO GREELEY, L.L.C. AND ITS SUCCESSORS AND ASSIGNS FOR THE RIGHT TO MAKE REASONABLE USE OF, AND ERECT, CONSTRUCT, OPERATE, AND MAINTAIN THROUGH THE PUBLIC RIGHTS-OF-WAY, EASEMENTS AND OTHER PUBLIC PROPERTY AND EQUIPMENT NECESSARY AND APPURTENANT TO THE OPERATION AND MAINTENANCE OF A CABLE SYSTEM AND THE PROVISION OF CABLE SERVICES TO CITIZENS WITHIN THE CITY

WHEREAS, Allo Communications L.L.C., ("Allo"), is seeking to provide cable services within the corporate boundaries of the city of Greeley ("City"); and

WHEREAS, Allo and the City have been involved in negotiations for several months related to the granting of a new cable franchise agreement to Allo; and

WHEREAS, these negotiations have resulted in a proposed Franchise Agreement that is being presented to the City Council for its consideration and approval (the "Franchise Agreement"), a copy of which is attached hereto; and

WHEREAS, the Franchise Agreement includes the following major terms and conditions: (1) a term of fifteen (15) years; (2) a requirement that Allo pay to the City a franchise fee of five percent (5%) of the gross revenues that Allo derives, directly or indirectly, from the operation of the cable system used to provide cable services within the City; and (3) a requirement that Allo continue to comply with the customer service standards as adopted and subsequently modified by the City, consistent with applicable law; and

WHEREAS, the City Council of the City of Greeley finds that the City's grant of a cable franchise to Allo, in accordance with the terms and conditions of the Franchise Agreement, is in the best interests of the citizens of the city of Greeley, will meet the future cable-related needs of the community, and is consistent with the pre-emptive requirements of §541 of the Cable Television Consumer Protection and Competition Act of 1992.

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

Section 1. The City of Greeley hereby adopts the Cable Franchise Agreement labeled as Exhibit A and attached to this Ordinance.

Section 2. This Council Ordinance adoption is authorized under Article XVIII of the Greeley City Charter.

Section 3. This Ordinance authorizes the Mayor and appropriate City staff to execute the attached Cable Franchise Agreement.

Section 4. This Ordinance shall become effective five (5) days follows its final publication.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF _____, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

**ALLO GREELEY LLC AND
THE CITY OF GREELEY, COLORADO**

CABLE FRANCHISE AGREEMENT

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**ALLO GREELEY LLC AND
CITY OF GREELEY, COLORADO**

CABLE FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS AND EXHIBITS

(A) DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 “Access” means the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community, including the City and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

a. “Public Access” means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

b. “Educational Access” means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, “school” means any State-accredited or licensed educational institution, public or private, including, for example, pre-schools, primary and secondary schools, colleges and universities.

c. “Government Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 “Access Channel” means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 “Activated” means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 “Applicable Law” means any statute, ordinance, judicial decision, order (including, without limitation, FCC orders), executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.6 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 “Basic Service” is the level of programming service which includes, at a minimum, all Broadcast Channels, all PEG HD Access Channels required in this Franchise, and any additional Programming added by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 and 535.

1.9 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes or any other means.

1.10 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.11 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for

operating its electric utility systems.

1.14 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 “City” is the City of Greeley, Colorado, a body politic and corporate under the laws of the State of Colorado.

1.16 “City Council” means the Greeley City Council, or its successor, the governing body of the City of Greeley, Colorado.

1.17 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.18 “Designated Access Provider” means the entity or entities designated now or in the future by the City to manage or co-manage Access Channels and facilities. The City may be a Designated Access Provider.

1.19 “Digital Starter Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.20 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.21 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units unless the additional facilities are clearly accessory.

1.22 “FCC” means the Federal Communications Commission.

1.23 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.24 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

1.25 “Franchise Area” means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.26 “Franchise Fee” means that fee payable to the City described in subsection 3.1 (A).

1.27 “Grantee” means ALLO Greeley, LLC or its lawful successor, transferee or assignee.

1.28 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees and administrative fees which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees; and,
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- any taxes and/or fees on services furnished by Grantee imposed by any municipality, state or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state or other governmental unit on Grantee including but not limited to Public, Educational and Governmental (PEG) Fees;
- launch fees and marketing co-op fees; and,
- unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee’s calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this Section 1.28 in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee will explain and document the required changes to the City within three (3) months of making such changes, and as part of any audit or review of franchise fee payments, and any such changes shall be subject to 1.26(E) below.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Notwithstanding the forgoing, the City reserves its right to challenge Grantee’s calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.29 “Headend” means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks which are part of the Cable System, and all other related equipment and facilities.

1.30 “Leased Access Channel” means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.31 “Manager” means the City Manager of the City or designee.

1.32 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.33 “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.34 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding such Multiple Dwelling Units billed on a bulk-billing basis.

1.35 “Right-of-Way” means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the City: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.36 “State” means the State of Colorado.

1.37 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who is in compliance with Grantee's regular and nondiscriminatory terms and conditions for receipt of service.

1.38 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.39 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. Section 153(43)).

1.40 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. Section 153(46)).

1.41 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.42 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.43 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

(B) EXHIBITS

The following documents, which are occasionally referred to in this Franchise, are formally incorporated and made a part of this Franchise by this reference:

- 1) *Exhibit A*, entitled Customer Service Standards.
- 2) *Exhibit B*, entitled Report Form.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain, reconstruct and rebuild a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise and in any prior utility or use agreements entered into by Grantee with regard to any individual property.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Every term, provision or condition herein is subject to the provisions of State law, federal law, the Charter of the City, and the ordinances and regulations enacted pursuant thereto. The Charter and Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Franchise as if fully set out herein by this reference. Notwithstanding the foregoing, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) This Franchise shall not be interpreted to prevent the City from imposing additional, generally applicable, nondiscriminatory, lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Cable Service.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of

Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(H) This Franchise does not authorize Grantee to provide Telecommunications Service, or to construct, operate or maintain Telecommunications facilities. This Franchise is not a bar to the provision of non-Cable Services, or to the imposition of any lawful conditions on Grantee with respect to Telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide Telecommunications Services, or to construct, operate or maintain Telecommunications facilities, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

2.2 Use of Rights-of-Way

(A) Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Grantee, through this Franchise, is granted extensive and valuable rights to operate its Cable System for profit using the City's Rights-of-Way in compliance with all applicable City construction codes and procedures. As trustee for the public, the City is entitled to fair compensation as provided for in Section 3 of this Franchise to be paid for these valuable rights throughout the term of the Franchise.

(B) Grantee must follow City established nondiscriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. The City may, in its sole, reasonable discretion, determine that the Grantee should not be subjected to the provisions of this Section 2.2(B) where Grantee's failure to comply with Applicable Law arose from a good faith error that resulted in no or minimal negative impact on the Subscribers and/or the City.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on _____, 2021 (the "Effective Date"), and shall terminate on _____, 2031 unless terminated sooner as hereinafter provided. Notwithstanding anything to the contrary reference herein, the parties acknowledge their Master License Agreement dated _____, 2021, and agree that should that agreement terminate for any reason, this Franchise, and any renewal or extension hereof, shall also terminate at the same time.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems as the City deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter

enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the City reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the City. If the City grants such an additional franchise or other similar lawful authorization (including, without limitation, an amendment to any current franchise or lawful authorization) containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the City agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

(B) The modification process of this Franchise as provided for in Section 2.6 (A) shall only be initiated by written notice by the Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are required under the terms of this Section 2.6.

(C) Upon receipt of Grantee's written notice as provided in Section 2.6 (B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(D) In the alternative to Franchise modification negotiations as provided for in Section 2.6 (C), or if the City and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another provider of Cable Services, so as to ensure

that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

(E) Notwithstanding anything contained in this Section 2.6(A) through (D) to the contrary, the City shall not be obligated to amend or replace this Franchise unless (i) the new entrant makes Cable Services available for purchase by Subscribers or customers under its franchise agreement with the City; or (ii) the requirements of this Section relate to an amendment to any current cable franchise or lawful authorization to provide multi-channel video services by a wireline based provider.

(F) Notwithstanding any provision to the contrary, at any time that non-wireless facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the City, then:

(1) Grantee may negotiate with the City to seek Franchise modifications as per Section 2.6(C) above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

(b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was

granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Rights-of-Way, Grantee shall pay as a Franchise Fee to the City, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System.

3.5 Annual Franchise Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the City, including the City's Auditor or his/her authorized representative, as assigned by the City, shall have the right to conduct an independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise. Pursuant to subsection 1.28, as part of the

Franchise Fee audit/review the City shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, “relevant data” shall include, at a minimum, Grantee’s records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for City subscribers during the audit period. To the extent that the City does not believe that the relevant data supplied is sufficient for the City to complete its audit/review, the City may require other relevant data. For purposes of this Section 3.6, the “other relevant data” shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the City to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more (or such other contract underpayment threshold as set forth in a generally applicable and enforceable regulation or policy of the City related to audits), Grantee shall pay the total cost of the audit/review, such cost not to five thousand dollars (\$5,000) for each year of the audit period. The City’s right to audit/review and the Grantee’s obligation to retain records related to this subsection shall expire three (3) years after each Franchise Fee payment has been made to the City.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the City.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the City through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall pay to the City compensation equivalent to the compensation paid to the City by other similarly situated users of the City’s Rights-of-Way for Grantee’s use of the City’s Rights-of-Way, provided that in no event shall such payments exceed the equivalent of five percent (5%) of Grantee’s Gross Revenues (subject to the other provisions contained in this Franchise), to the extent consistent with Applicable Law.

3.10 Maximum Legal Compensation

The parties acknowledge that, at present, Applicable Law limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the City to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the City hereunder, provided that Grantee has received at least ninety (90) days prior written notice from the City of such amendment, so long as all cable operators in the City are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

(A) The PEG Capital Contribution pursuant to Section 9.6, as well as any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations (including, without limitation, compliance with customer service standards and build out obligations) shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law. Should Grantee elect to offset the items set forth herein, or other Franchise commitments such as complimentary Cable Service, against Franchise Fees in accordance with Applicable Law, including any Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the City with advance written notice (an "Offset Notice"). The Offset Notice shall document the proposed offset or service charges so that the City can make an informed decision as to its course of action. Upon receipt of the Offset Notice City shall have up to one hundred twenty (120) days to either (1) maintain the commitment with the understanding that the value shall be offset from Franchise Fees; (2) relieve Grantee from the commitment obligation under the Franchise; or (3) pay for the services rendered pursuant to the commitment in accordance with Grantee's regular and nondiscriminatory term and conditions.

(B) The Offset Notice shall, at a minimum, address the following: (1) identify the specific cash or non-cash consideration or obligations that must be offset from Grantee's Franchise Fee obligations; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent with Applicable Law; (4) provide all information and documentation reasonably necessary to address how and why specific offsets are to be calculated and (5) if applicable provide all information and documentation reasonably necessary to document how Franchise Fee offsets may be passed through to Subscribers in accordance with 47 U.S.C. 542(e). Nothing in this Section 3.11(B) shall be construed to extend the one hundred twenty (120) day time period for City to make its election under Section 3.11(A); provided however, that any disagreements or disputes over

whether sufficient information has been provided pursuant to this Paragraph (B) may be addressed under Sections 13.1 or 13.2 of this Franchise.

(C) Upon receipt of Grantee's written notice as provided in Section 3.11 (B), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications and agree to what offsets, if any, are to be made to the Franchise Fee obligations. Such negotiation will proceed and conclude within a one hundred twenty (120) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include those modifications.

(D) If the parties are unable to reach agreement on any Franchise Fee offset issue within one hundred twenty (120) days or such other time as the parties may mutually agree, each party reserves all rights it may have under Applicable Law to address such offset issues.

(E) The City acknowledges that Grantee may provide one outlet of Basic Service and associated equipment to certain City owned and occupied or leased and occupied buildings, schools, fire stations and public libraries located in areas where Grantee provides Cable Service (collectively, the "Complimentary Services"). For purposes of this Franchise, "school" means all State-accredited K-12 public and private schools. Outlets of Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Grantee's commitment to provide this service is voluntary, and may be terminated by Grantee, at its sole discretion.

- (i) Grantee's termination of complimentary services provided shall be pursuant to the provisions of Section 3.11(A)-(E) above. City may make a separate election for each account or line of service identified in the notice (for example, City may choose to accept certain services or accounts as offsets to Franchise Fees, and discontinue other services or accounts), so long as all elections are made within one hundred twenty (120) days. Grantee shall also provide written notice to each entity that is currently receiving Complimentary Services with copies of those notice(s) sent to the City.
- (ii) Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with Applicable Law. The City likewise reserves all rights it has under Applicable Law.

(F) The parties understand and agree that offsets may be required and agreed to as a result of the FCC's Order in what is commonly known as the 621 Proceeding, MB Docket No. 05-311, and that this Order is on appeal. Should there be a final Order in the appeal of the 621 Proceeding, which would permit any cash or non-cash consideration or obligations to be required by this Franchise without being offset from Franchise Fees, or would change the scope of the

City's regulatory authority over the use of the rights-of-way by the Grantee, the parties shall, within one hundred twenty (120) days of written notice from the City, amend this Franchise to reinstate such consideration or obligations without offset from Franchise Fees, and to address the full scope of the City's regulatory authority.

3.12 Tax Liability

The Franchise Fees shall be in addition to any taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems reasonably necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available in the letter of credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under Federal, State and local law, to any agent in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by Applicable Law.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the City. Grantee shall offer the same Cable Services to all Residential Subscribers at identical rates to the extent required by Applicable Law and to Multiple Dwelling Unit Subscribers to the extent authorized by FCC rules or applicable Federal law. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and nondiscriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the City, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions

established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the City reserve all rights they may have under the Cable Act and any other relevant provisions of federal, State, or local law.

4.7 Reserved.

4.8 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Unless another process is specifically referenced in other Sections of this Franchise, within thirty (30) days of receipt of notice, the City and Grantee shall meet to discuss the proposed amendment(s). If the parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the City Council for its approval. If so approved by the City Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.9 Performance Evaluations

(A) The City may hold performance evaluation sessions upon ninety (90) days written notice, provided that such evaluation sessions shall be held no more frequently than once every two (2) years. All such evaluation sessions shall be conducted by the City.

(B) Special evaluation sessions may be held at any time by the City during the term of this Franchise, upon ninety (90) days written notice to Grantee.

(C) All regular evaluation sessions shall be open to the public and announced at least two (2) weeks in advance in any manner within the discretion of the City. Grantee shall also include with or on the Subscriber billing statements for the billing period immediately preceding the commencement of the session, written notification of the date, time, and place of the regular performance evaluation session, and any special evaluation session as required by the City, provided Grantee receives appropriate advance notice.

(D) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fee payments; liquidated damages; free or discounted Cable Services; application of new technologies; Cable System performance; Cable Services provided; programming offered; Subscriber complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the City or Grantee's rules;

provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the City and shall provide such information and documents as the City may reasonably require to perform the evaluation.

4.10 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution, or as the same may be superseded by legislation or final court order.

(B) Nothing in this subsection shall be deemed to create, limit or otherwise affect the ability of the Grantee, if any, to impose other assessments, charges, fees or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be nondiscriminatory and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the Subscriber.

4.11 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is reasonably satisfactory to the City. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, pandemics, and severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the City and which was not caused and could not have been avoided by the Grantee which used its best efforts in its operations to avoid such results.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents and employees, harmless from any action or third-party claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents (not to include the City), or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the City while conducting its defense of the City.

(B) Indemnification for Relocation. Grantee shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City under this Franchise or Applicable Law.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way arising out of:

(1) The lawful actions of the City in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise.

(D) Procedures and Defense. If a claim or action arises which is covered by the provisions of 5.1 of this Franchise, the City or any other indemnified party shall promptly tender sole control of the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses or other costs that City may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(F) is required. In that event the provisions of Paragraph 5.1(F) shall govern Grantee's responsibility for City's attorney's fees, expenses or other costs. In any event, Grantee may not agree to any settlement of claims affecting the City without the City's approval; provided, however, such approval shall not be unreasonably withheld, conditioned, or delayed by the City.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(F) Expenses. If separate representation to fully protect the interests of both parties is or becomes necessary such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. Provided, however, that in the event that such separate representation is or becomes necessary, and City desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then City shall be required to obtain Grantee's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld, conditioned, or delayed. The City's expenses shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

5.2 Insurance

(A) Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance, but in no event shall occurrence basis minimum limits be less than provided for by C.R.S. §24-10-114(1)(b):

(1) Commercial General Liability insurance with limits of no less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by ISO CG 00 01 1/96 or its equivalent and include severability of interests. Such insurance shall name the City, its officers, officials and employees as additional insureds per ISO CG 2026 or its equivalent. There shall be a waiver of subrogation and rights of recovery against the City, its officers, officials and employees. Coverage shall apply as to claims between insureds on the policy, if applicable.

(2) Commercial Automobile Liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence with respect to each of Grantee's owned, hired and non-owned vehicles assigned to or used in the operation of the Cable System in the City. The policy shall contain a severability of interests provision.

(B) The insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without thirty (30) days' written notice first provided to the City, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts

required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

5.3 Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or Applicable Law, or in the construction, operation or repair, or ownership of the Cable System;

(b) Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII."

(C) Verification of Coverage. The Grantee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

(D) Self-Insurance In the alternative to providing a certificate of insurance to the City certifying insurance coverage as required above, Grantee may provide self-insurance in the same amount and level of protection for Grantee and City, its officers, agents and employees as otherwise required under this Section. The adequacy of self-insurance shall be subject to the periodic review and approval of the City and such approval shall not be unreasonably withheld, conditioned, or delayed.

5.4 Letter of Credit

(A) If there is a claim by the City of an uncured breach by Grantee of a material provision of this Franchise or pattern of repeated violations of any provision(s) of this Franchise, then the City may require and Grantee shall establish and provide within thirty (30) days from receiving notice from the City, to the City as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the City in the amount of ten thousand dollars (\$10,000).

(B) In the event that Grantee establishes a letter of credit pursuant to the procedures of this Section, then the letter of credit shall be maintained ten thousand dollars (\$10,000) until the allegations of the uncured breach have been resolved.

(C) After completion of the procedures set forth in Section 13.1 or other applicable provisions of this Franchise, the letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:

- (1) Failure of Grantee to pay the City sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee;
- (3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements; and,
- (4) Failure to comply with the Customer Service Standards of the City, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

(E) The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the letter of credit to the amount required under this Franchise.

(F) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards of the City, as the same may be amended from time to time by the City Council in its sole discretion, acting by ordinance. Any requirement in Customer Service Standards for a “local” telephone number may be met by the provision of a toll-free number. The Customer Services Standards in effect as of the Effective Date of this Franchise are attached as Exhibit A. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in Applicable Law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the City a sample of the Subscriber contract or service agreement then in use.

6.4 Advance Notice to City

The Grantee shall use reasonable efforts to furnish information provided to Subscribers or the media in the normal course of business to the City in advance.

6.5 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the City, Grantee shall place the City’s phone number on its Subscriber bills, to identify where a Subscriber may call to address escalated complaints.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City, including the City’s Auditor or his/her authorized representative, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates which are reasonably related to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate or a third party. The City may, in writing, request copies of any

such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the City inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Grantee makes the City aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the City believes it must release any such confidential books and records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with Applicable Law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential as set forth above to any Person. Grantee shall reimburse the City for all reasonable costs and attorneys fees incurred in any legal proceedings pursued under this Section.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall furnish to the City upon 30 days written request and subject to Applicable Law:

(1) A complete set of maps showing the exact location of all Cable System equipment and facilities in the Right-of-Way owned by the Grantee, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the City's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the Cable System in the City;

(3) Current Subscriber Records and information;

(4) A log of Cable Services added or dropped, Channel changes, number of Subscribers added or terminated, all construction activity, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the City is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within sixty (60) days of the City's written request, Grantee shall submit to the City a written report, in a form acceptable to the City, which shall include, but not necessarily be limited to, the following information for the City:

(A) A Gross Revenue statement, as required by subsection 3.5 of this Franchise;

(B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);

(C) The number of homes passed, beginning and ending plant miles, any services added or dropped, and any technological changes occurring in the Cable System;

(D) A statement of planned construction by Grantee, if any, for the next year; and,

(E) A copy of the most recent annual report Grantee filed with the SEC or other governing body.

The parties agree that the City's request for these annual reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports annually, until further written notice from the City to the contrary.

7.5 Copies of Federal and State Reports

Within thirty (30) days of a written request, Grantee shall submit to the City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Grantee or its parent corporation(s), to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the City. Grantee shall not claim confidential, privileged or proprietary rights to

such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

(A) Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints. These files shall remain available for viewing to the City during normal business hours at Grantee's local business office.

(B) Within thirty (30) days of a written request, Grantee shall provide the City a quarterly executive summary in the form attached hereto as Exhibit B, which shall include the following information from the preceding quarter:

- (1) A summary of service calls, identifying the number and nature of the requests and their disposition;
- (2) A log of all service interruptions;
- (3) A summary of customer complaints referred by the City to Grantee; and,
- (4) Such other information as reasonably requested by the City.

The parties agree that the City's request for these summary reports shall remain effective, and need only be made once. Such a request shall require the Grantee to continue to provide the reports quarterly, until further written notice from the City to the contrary.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the reports or filings required under this Franchise or such other reports as the City may reasonably request (not including clerical errors or errors made in good faith), may, at the City's option, be deemed a breach of this Franchise.

7.8 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the City under this Franchise or otherwise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad

categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Colorado news, weather & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary;
- (I) National news, weather and information; and,
- (J) Public, Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the City, and such consent shall not be unreasonably withheld, conditioned, or delayed.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the Effective Date of this Franchise shall be deemed the mix and quality of Cable Services required under this Franchise throughout its term.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming which is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming which is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available its standard parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

(B) In the event of a change of grantee, or in the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the City, new franchisee or Cable Operator in maintaining continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services when it no longer operates the Cable System.

(C) In the event Grantee fails to operate the Cable System for four (4) consecutive days without prior approval of the Manager, or without just cause, the City may, at its option, operate the Cable System itself or designate another Cable Operator until such time as Grantee restores service under conditions acceptable to the City or a permanent Cable Operator is selected. If the City is required to fulfill this obligation for Grantee, Grantee shall reimburse the City for all reasonable costs or damages that are the result of Grantee's failure to perform.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

SECTION 9. ACCESS

9.1 Designated Access Providers

(A) The City shall have the sole and exclusive responsibility for identifying the Designated Access Providers, including itself for Access purposes, to control and manage the use of any or all Access Facilities provided by Grantee under this Franchise. As used in this Section, such "Access Facilities" includes the Channels, services, facilities, equipment, technical components and/or financial support provided under this Franchise, which is used or useable by and for Public Access, Educational Access, and Government Access ("PEG" or "PEG Access").

(B) Grantee shall cooperate with City in City's efforts to provide Access programming, but will not be responsible or liable for any damages resulting from a claim in connection with the programming placed on the Access Channels by the Designated Access Provider.

9.2 Channel Capacity and Use

(A) Grantee shall make available to the City six (6) Downstream Channels for PEG use as provided for in this Section.

(B) Grantee shall have the right to temporarily use any Channel, or portion thereof, which is allocated under this Section for Public, Educational, or Governmental Access use, within sixty (60) days after a written request for such use is submitted to City, if such Channel is not "fully utilized" as defined herein. A Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a six (6) month period. Programming that is repeated on an Access Channel up to two times per day shall be considered "unduplicated programming." Character-generated programming shall be included for purposes of this subsection, but may be counted towards the total average hours only with respect to two (2) Channels provided to City. If a Channel allocated for Public, Educational, or Governmental Access use will be used by Grantee in accordance with the terms of this subsection, the institution to which the Channel has been allocated shall have the right to require the return of the Channel or portion thereof. City shall request return of such Channel space by delivering written notice to Grantee stating that the institution is prepared to fully utilize the Channel, or portion thereof, in accordance with this subsection. In such event, the Channel or portion thereof shall be returned to such institution within sixty (60) days after receipt by Grantee of such written notice.

(C) High Definition ("HD") Digital Access Channels.

(1) Each of the six (6) Downstream Channels for PEG Access use shall be in a High Definition ("HD") digital format ("HD Access Channel or Channels"), and provided as part of Grantee's Basic tier of service.

(2) The City shall be responsible for providing the HD Access Channel signal in an HD digital format to the demarcation point at the designated point of origination for the HD Access Channel. For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of at least 1080, or such other resolution in this same range that Grantee utilizes for commercial programming channels on the Cable System, whichever is greater.

(3) Grantee shall, at no cost to the City, transport and distribute the HD Access Channel signal on its Cable System and shall not unreasonably discriminate against HD Access Channels with respect to accessibility, functionality and to the application of any applicable Federal Communications Commission Rules &

Regulations, including without limitation Subpart K Channel signal standards. With respect to signal quality, Grantee shall not be required to carry a HD Access Channel in a higher quality format than that of the HD Access Channel signal delivered to Grantee, but Grantee shall distribute the HD Access Channel signal without degradation. Grantee shall carry all components of the HD Access Channel signals provided by the Designated Access Provider including, but not limited to, closed captioning, stereo audio and other elements associated with the Programming. Upon reasonable written request by the City, Grantee shall verify signal delivery to Subscribers with the City, consistent with the requirements of this Section 9.2(C).

(4) HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers. Grantee is not required to provide free HD equipment to Subscribers, nor modify its equipment or pricing policies in any manner.

(5) The City or any Designated Access Provider is responsible for acquiring all equipment necessary to produce programming in HD.

(6) Grantee shall cooperate with the City to procure and provide, at City's cost, all necessary transmission equipment from the Designated Access Provider channel origination point, at Grantee's headend and through Grantee's distribution system, in order to deliver the HD Access Channels. The City shall be responsible for the costs of all transmission equipment, including HD modulator and demodulator, and encoder or decoder equipment, and multiplex equipment, required in order for Grantee to receive and distribute the HD Access Channel signal, or for the cost of any resulting upgrades to the video return line. The City and Grantee agree that such expense of acquiring and installing the transmission equipment or upgrades to the video return line qualifies as a capital cost for PEG Facilities within the meaning of the Cable Act 47 U.S.C.A. Section 542(g)(20)(C), and therefore is an appropriate use of revenues derived from those PEG Capital fees provided for in this Franchise.

(D) There shall be no restriction on Grantee's technology used to deploy and deliver HD signals so long as the requirements of the Franchise are otherwise met. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer that is reasonably comparable and functionally equivalent to similar commercial HD channels carried on the Cable System. In the event the City believes that Grantee fails to meet this standard, City will notify Grantee of such concern, and Grantee will respond to any complaints in a timely manner.

9.3 Access Channel Assignments

Grantee will use reasonable efforts to minimize the movement of Access Channel assignments. In addition, Grantee will make reasonable efforts to locate Access Channels provided pursuant to Subsection 9.2 in a location on its Channel line-up that is easily accessible to Subscribers.

9.4 Relocation of Access Channels

Grantee shall provide City a minimum of sixty (60) days' notice, and use its best efforts to provide one hundred and twenty (120) days notice, prior to the time Public, Educational, and Governmental Access Channel designations are changed.

9.5 PEG Channel Application

(A) To the extent that Grantee provides, as part of the Cable Services offered to Subscribers, applications to stream video programming, it shall provide, at no cost to the City, an application to link Subscribers to Access programming through the Cable System.

(B) Any costs incurred by Grantee in facilitating the application to receive Access programming described in this Section 9.5 may be recovered from Subscribers by Grantee in accordance with Applicable Law.

9.6 Video on Demand

(A) Grantee shall provide the City (or its Designated Access Provider) fifty (50) hours of Video On Demand ("VOD") capacity on Grantee's Cable System VOD platform for PEG Access programming, in accordance with the provisions of this Section 9.6. For purposes of this Franchise, the PEG Access programming that City or any Designated Access Provider submits to Grantee's VOD platform shall be referred to as "PEG VOD Programming."

(B) The City shall be responsible for acquiring, at its cost, all equipment necessary to produce and deliver the PEG VOD Programming in the format required for Grantee's VOD servers, including the cost of any necessary return line upgrades, and the transmission equipment needed to transmit it to Grantee in the format required; provided however that such requirements shall be no different that imposed upon other providers of video on demand programming content available on Grantee's Cable System.

(C) The City and/or a Designated Access Provider shall be responsible for uploading PEG VOD Programming to the VOD server pursuant to the procedures required by Grantee's VOD system, this Section 9.6, and any the terms imposed upon all other video on demand content providers on the Cable System. Upon request, Grantee shall provide monthly reports to the City showing the number of views of VOD programming provided by the City.

(D) The City and/or a Designated Access Provider shall be additionally responsible for entering all necessary information for populating the VOD menu system. While Grantee shall determine, in its sole discretion, the specific placement of PEG VOD Programming within the VOD menu system, Grantee will use reasonable efforts to locate such programming near similar government or educational programming, or Colorado based programming in the VOD menu listings, so that such PEG VOD Programming is as comparably accessible as other similar government or education or Colorado based programming offered through the Cable System's VOD menu.

(E) The City acknowledges that VOD programming may require special viewer equipment and subscription to advanced service tiers and that, by agreeing to make PEG VOD Programming available on VOD, Grantee shall not be required to provide free VOD-capable equipment to Subscribers, nor to modify its equipment or pricing policies in any manner. Not all television equipment may be able to access VOD programming, and additional Subscribers costs may be incurred in the reception of VOD programming.

9.7 Support for Access Costs

During the term of this Franchise Agreement, Grantee shall provide fifty cents (\$.50) per month per Residential Subscriber (the "PEG Contribution") to be used solely for capital costs related to Public, Educational and Governmental Access, or as may be permitted by Applicable Law. To address inflationary impacts on capital equipment or to evaluate whether the City's PEG Access capital costs have reduced with time, the City and Grantee may meet no more than three times after the Effective Date to discuss whether to increase or to decrease the PEG Contribution. The primary purpose of such meetings will be for the parties to review prior expenditures and future capital plans to determine if the current PEG Contribution is reasonably appropriate to meet future needs. The City and Grantee may suggest to each other, based upon their own assessments of reasonable past practices and future anticipated needs, whether the current level of PEG Contribution is appropriate. If either party believes that the PEG Contribution should be modified in a reasonable amount to address such future needs the parties shall share all relevant information supporting their positions and negotiate in good faith to determine if the PEG Contribution should be increased or decreased, and if so, in what amount. Such discussions regarding potential adjustment to the PEG Contribution will be conducted pursuant to the Franchise amendment procedures in Section 4.8 of this Franchise. Grantee shall make PEG Contribution payments quarterly, following the effective date of this Franchise Agreement for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days following the end of the quarter. City shall have sole discretion to allocate the expenditure of such payments for any capital costs related to PEG Access.

9.8 Access Channels and Support Not Franchise Fees

Grantee agrees that provision of Access Channels, capital support for Access Costs arising from or relating to the obligations set forth in this Section and other requirements of this Section 9 shall in no way modify or otherwise affect Grantee's obligations to pay Franchise Fees to City. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this Section may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise Agreement so long as such support is used for capital Access purposes consistent with this Franchise and federal law. Grantee reserves all rights under Applicable Law, including rights that may arise from Orders resulting from the FCC's 621 proceeding, MB Docket No. 05-311 and nothing in this Section 9.8 shall be construed as a waiver of Grantee's rights under Applicable Law.

9.9 Access Channels on Basic Service or Lowest Priced HD Service Tier

All Access Channels under this Franchise Agreement shall be included by Grantee, without limitation, as part of Basic Service.

9.10 Change in Technology

In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of City's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change. If the City implements a new video delivery technology that is currently offered and can be accommodated on the Grantee's local Cable System then the same provisions above shall apply. If the City implements a new video delivery technology that is not currently offered on and/or that cannot be accommodated by the Grantee's local Cable System, then the City shall be responsible for acquiring all necessary equipment, facilities, technical assistance, and training to deliver the signal to the Grantee's headend for distribution to subscribers.

9.11 Technical Quality

Grantee shall maintain all upstream and downstream Access services and Channels on its side of the demarcation point at the same level of technical quality and reliability required by this Franchise Agreement and all other applicable laws, rules and regulations for Residential Subscriber Channels. Grantee shall provide routine maintenance for all transmission equipment on its side of the demarcation point, including modulators, decoders, multiplex equipment, and associated cable and equipment necessary to carry a quality signal to and from City's facilities for the Access Channels provided under this Franchise Agreement, including the business class broadband equipment and services necessary for the video on demand and streaming service described in Sections 9.5 and 9.6. Grantee shall also provide, if requested in advance by the City, advice and technical expertise regarding the proper operation and maintenance of transmission equipment on the City's side of the demarcation point. The City shall be responsible for all initial and replacement costs of all HD modulator and demodulator equipment and web-based video streaming servers. The City shall also be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of City staff. The Grantee shall be responsible, at its own expense, to replace any of the Grantee's equipment that is damaged by the gross negligence or intentional acts of Grantee's staff. The City will be responsible for the cost of repairing and/or replacing any PEG Access transmission equipment that Grantee maintains that is used exclusively for transmission of the City's and/or its Designated Access Providers' Access programming.

9.12 Access Cooperation

City may designate any other jurisdiction which has entered into an agreement with Grantee or an Affiliate of Grantee based upon this Franchise Agreement, to receive any Access benefit due City hereunder, or to share in the use of Access Facilities hereunder. The purpose of this subsection shall be to allow cooperation in the use of Access and the application of any provision under this Section as City in its sole discretion deems appropriate, and Grantee shall cooperate fully with, and in, any such arrangements by City.

9.13 Return Lines/Access Origination

(A) Grantee shall, at no cost to the City, install and continuously maintain four (4) return lines to the City (9197th Street, Greeley); the Greeley-Evans School District #6 (1025 9th Avenue, Greeley); Aims Community College (5401 West 20th Street, Greeley) and the University of Northern Colorado (Candelaria Hall, Room 1395).

(B) Grantee shall construct and maintain new Fiber Optic return lines to the Headend from production facilities of new or relocated Designated Access Providers delivering Access programming to Residential Subscribers as requested in writing by the City. All actual construction costs incurred by Grantee from the nearest interconnection point to the Designated Access Provider shall be paid by the City or the Designated Access Provider. New return lines shall be completed upon the later of: within one (1) year from the request of the City or its Designated Access Provider; (ii) thirty-six (36) months from the date of this Agreement; or (iii) as otherwise agreed to by the parties. If an emergency situation necessitates movement of production facilities to a new location, the parties shall work together to complete the new return line as soon as reasonably possible.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Grantee will regularly attend and participate in meetings of the City, of which the Grantee is made aware, regarding Right-of-Way issues that may impact the Cable System.

10.3 Joint Trenching/Boring Meetings

Grantee will regularly attend and participate in planning meetings of the City, of which the Grantee is made aware by reasonable prior written notice by City, to anticipate joint trenching and boring. Whenever it is possible and reasonably practicable to joint trench or share

bores or cuts, Grantee shall use commercially reasonable efforts work in good faith with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the City.

10.4 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with industry standard engineering practices in effect at the time of installation.

10.5 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite City permits received by Grantee. City acknowledges and agrees no City permits shall be required for drop work that is outside of Right of Way or drop work that does not involve the disturbance of hardscape infrastructure (*e.g.*, concrete or asphalt).

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) City Construction Codes. Grantee shall comply with all applicable City construction codes, including, without limitation, the International Building Code and other building codes, the International Fire Code, the International Mechanical Code, and zoning codes and regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.8 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules and regulations of the City regarding geographic information mapping systems for users of the Rights-of-Way.

10.9 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.10 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.11 Hazardous Substances

(A) Grantee shall comply with any and all Applicable Laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances caused by Grantee.

10.12 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the City and to the notification association established in C.R.S. Section 9-1.5-105, as such may be amended from time to time.

Within forty-eight (48) hours after any City representative or franchisee, licensee or permittee notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all located underground facilities within the area of the proposed excavation owned by Grantee;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation owned by Grantee; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.13 Notice to Private Property Owners

Grantee shall give notice to private property owners of work on or adjacent to private property in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by Ordinance or resolution.

10.14 Underground Construction

(A) When required by general ordinances, resolutions, regulations or rules of the City or applicable State or federal law, Grantee's Cable System shall be placed underground at Grantee's expense unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently

placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on equipment of the City or any other Person. Copies of agreements for the use utility facilities must be provided upon request by the City.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintain, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of the Grantee's Cable System. All poles of Grantee shall be located as designated by the proper City authorities and not within sidewalks or within sight distance triangles causing sight distance issues for those using City Streets.

(F) The Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by the Grantee. The Grantee agrees to cooperate with the City in any construction by the Grantee that involves trenching or boring, provided that the City has first notified the Grantee in some manner that it is interested in sharing the trenches or bores in the area where the Grantee's construction is occurring. The Grantee shall allow the City to lay its cable, conduit and Fiber Optic cable in the Grantee's trenches and bores, provided the City shares in the cost of the trenching and boring on the same terms and conditions as the Grantee at that time shares the total cost of trenches and bores. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in the Grantee's trenches and bores under this paragraph.

10.15 Undergrounding of Multiple Dwelling Unit Drops

In cases of single site Multiple Dwelling Units, Grantee shall minimize the number of individual aerial drop cables by installing multiple drop cables underground between the pole and Multiple Dwelling Unit where determined to be technologically feasible in agreement with the owners and/or owner's association of the Multiple Dwelling Units.

10.16 Burial Standards

(A) Depths. Unless otherwise required by law or the written instructions of the City, Grantee, and its contractors, shall comply with the following burial depth standards. In no event shall Grantee be required to bury its cable deeper than electric or gas facilities, or existing telephone facilities in the same portion of the Right-of-Way, so long as those facilities have been

buried in accordance with Applicable Law:

Underground cable drops from the curb shall be buried at a minimum depth of twelve (12) inches, unless a sprinkler system or other construction concerns preclude it, in which case, underground cable drops shall be buried at a depth of at least six (6) inches.

Feeder lines shall be buried at a minimum depth of eighteen (18) inches.

Trunk lines shall be buried at a minimum depth of thirty-six (36) inches.

Fiber Optic cable shall be buried at a minimum depth of thirty-six (36) inches.

In the event of a conflict between this subsection and the provisions of any customer service standard, this subsection shall control.

(B) Timeliness. Beginning twenty-four (24) months after the Effective Date of this Agreement, cable drops installed by Grantee to residences shall be buried according to these standards within one calendar week of initial installation, or at a time mutually-agreed upon between the Grantee and the Subscriber. When freezing surface conditions prevent Grantee from achieving such timetable, Grantee shall apprise the Subscriber of the circumstances and the revised schedule for burial, and shall provide the Subscriber with Grantee's telephone number and instructions as to how and when to call Grantee to request burial of the line if the revised schedule is not met.

10.17 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.18 Prewiring

Any ordinance or resolution of the City which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems. The City shall give the same notification to Grantee that it gives to any electrical or telephone service companies as set forth in its ordinance.

10.19 Repair and Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours in

writing.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

(D) Private Property. Upon completion of the work which caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed. Grantee shall also perform such restoration in accordance with the City's Customer Service Standards, as the same may be amended from time to time by the City Council acting by ordinance or resolution.

10.20 Use of Conduits by the City

The City may install or affix and maintain wires and equipment owned by the City for City purposes in or upon any and all of Grantee's ducts, conduits or equipment in the Rights-of-Way and other public places if such placement does not interfere with Grantee's use of its facilities, without charge to the City, to the extent space therein or thereon is available (as such availability is determined by Grantee in its reasonable discretion), and pursuant to all applicable ordinances and codes. For the purposes of this subsection, "City purposes" includes, but is not limited to, the use of the structures and installations for City fire, police, traffic, water, telephone, and/or signal systems, and for use by the City's broadband network, but not for Cable Service or transmission to third parties of telecommunications or information services in competition with Grantee.

10.21 Reserved.

10.22 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any City Right-of-Way, or upon the addition to the City of any area in which Grantee owns or operates any such facility, Grantee shall, at the City's request, submit to the City a statement describing all such facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.23 Discontinuing Use/Abandonment of Cable System Facilities

Discontinuance of use, abandonment, and conveyance of abandoned Cable System facilities shall be governed by the terms of Grantee's Master License Agreement with the City.

10.24 Movement of Cable System Facilities for City Purposes

The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency, or when the public health, safety or welfare requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than five (5) business days, and allow Grantee with the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

10.25 Movement of Cable System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee may require that the costs associated with the removal or relocation be paid by the benefited party.

10.26 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.27 Reservation of City Use of Right-of-Way; Reimbursement of Grantee Costs from Third Parties

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System. Grantee specifically reserves any rights it may have under Applicable Law for reimbursement of costs from third parties related to undergrounding or relocation of the Cable System and nothing herein shall be construed as a waiver of such rights.

10.28 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the City's Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.29 Inspection of Construction and Facilities

The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least twenty-four (24) hours notice, or, in case of emergency, upon demand without prior notice. The City shall have the right to charge generally applicable inspection fees therefore. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefore.

10.30 Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.31 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other Applicable Law governing the work performed by them.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 860 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

(C) All construction shall be subject to the City's permitting process.

(D) Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.

(E) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(F) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Technology Assessment

(A) The City may notify Grantee on or after five (5) years after the Effective Date, that the City will conduct a technology assessment of Grantee's Cable System. The technology assessment may include, but is not be limited to, determining whether Grantee's Cable System technology and performance are consistent with current technical practices and range and level of services existing in the fifteen (15) largest U.S. cable systems owned and operated by Grantee's Parent Corporation and/or Affiliates pursuant to franchises that have been renewed or extended since the Effective Date.

(B) Grantee shall cooperate with the City to provide necessary non-confidential and proprietary information upon the City's reasonable request as part of the technology assessment.

(C) At the discretion of the City, findings from the technology assessment may be included in any proceeding commenced for the purpose of identifying future cable-related community needs and interests undertaken by the City pursuant to 47 U.S.C. §546.

11.3 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twenty-four (24) hours of emergency operation. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than four (4) hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than thirty (30) days following receipt of a request.

11.4 Emergency Alert Capability

(A) Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the City shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test

indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.5 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.6 Cable System Performance Testing

(A) Upon request by City, Grantee shall provide to the City a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscriber and shall provide the City with any amendments or modifications to the process at such time as they are made.

(B) Upon request by City, Grantee shall, at Grantee's expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the City for a period of at least one (1) year, and individual Subscriber complaints from the City for a period of at least three (3) years, and make such information available to the City upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the City upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

(E) Grantee shall be required to promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re-tested following correction.

11.7 Additional Tests

Where there exists other evidence which in the reasonable judgment of the City casts doubt upon the reliability or technical quality of Cable Service, the City shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem which precipitated the special tests;

- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE AVAILABILITY, INTERCONNECTION AND SERVICE TO SCHOOLS AND PUBLIC BUILDINGS

12.1 Service Availability

(A) In General. Except as otherwise provided in herein, beginning twenty-four (24) months after the Effective Date, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the City at a location that is passed by the Cable System. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an inside wall for Residential with additional charges for non standard installations computed according to a non discriminatory methodology for such installations, adopted by Grantee and provided in writing to the City;

(3) At non discriminatory monthly rates for Residential Subscribers.

(B) Notwithstanding anything to the contrary in this Agreement, the Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty-five (125) feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any annexed area which is not contiguous to the present Franchise Area of the Grantee or to any area which is financially or technically infeasible. Upon the annexation of any additional land area by the Grantor, the annexed area shall become part of the Franchise Area and subject to the terms of this Agreement; and, the Grantee's rights and duties under this Agreement shall be deemed to include such annexed land; provided, Grantor shall provide Grantee a commercially

reasonable time to extend its facilities to the annexed Franchise Area and any such extension shall be subject to the terms of this Section 12.1(B) including, without limitation, Grantee's right to refuse to extend into the annexed Franchise Area if Grantee reasonably determines the extension is financially or technically infeasible.

(C) Service to Multiple Dwelling Units. Consistent with this Section 12.1, the Grantee shall offer the individual units of a Multiple Dwelling Unit all Cable Services offered to other Dwelling Units in the City and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned (i) upon the Grantee having legal access to said unit; and (ii) such offering being commercially and technically feasible, as determined in Grantee's reasonable discretion. The City acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a Multiple Dwelling Unit.

12.2 Connection of Public Facilities

Grantee shall upon request of City, at no cost to the City, provide one outlet of Basic Service (not including any set-top boxes or similar equipment) to all City owned and occupied buildings, schools and public libraries located in areas where Grantee provides Cable Service, so long as these facilities are located within 150 feet of its Cable System, and so long as other cable operator(s) provide similar benefits to other such facilities within the City under the same terms and conditions. For purposes of this subsection, "school" means all State Licensed Pre-Schools and State-accredited K-12 public and private schools. Such obligation to provide free Cable Service shall not extend to areas of City buildings where the Grantee would normally enter into a commercial contract to provide such Cable Service (*e.g.*, golf courses, airport restaurants and concourses, and recreation center work out facilities). Outlets of Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes. The Cable Service provided shall not be distributed beyond the originally installed outlets without authorization from Grantee, which shall not be unreasonably withheld.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remediating Franchise Violations

(A) If the City reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

- (1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;
- (2) cure the default; or,

(3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, the City shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the City shall determine. In the event Grantee does not cure within such time to the City's reasonable satisfaction, the City may:

- (1) Withdraw an amount from the letter of credit as monetary damages;
- (2) Recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or,
- (3) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the City, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

13.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

- (1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the City and Grantee;

(2) If Grantee willfully fails for more than forty-eight (48) hours to provide continuous and uninterrupted Cable Service;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers; or

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) Any proceeding under the paragraph above shall be conducted by the City Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. If the City determines that the Franchise is to be revoked, the City shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the City's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The City Council may at its sole discretion take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the City may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the City's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4, below.

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the City may order the removal of the above-ground Cable System facilities and such underground facilities owned by the Grantee from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.3 (B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the City may recover the costs through the letter of credit provided by Grantee.

(D) The City may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Reserved

13.5 Receivership and Foreclosure

(A) At the option of the City, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120)

days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the City

Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under Applicable Law.

13.7 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Assessment of Monetary Damages

(A) The City may assess against Grantee monetary damages (i) up to five hundred dollars (\$500.00) per day for general construction delays, violations of PEG obligations or payment obligations, (ii) up to two hundred fifty dollars (\$250.00) per day for any other material

breaches, or (iii) up to one hundred dollars (\$100.00) per day for defaults, and withdraw the assessment from the letter of credit or collect the assessment as specified in this Franchise. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. To assess any amount from the letter of credit, City shall follow the procedures for withdrawals from the letter of credit set forth in the letter of credit and in this Franchise. Such damages shall accrue beginning thirty (30) days following Grantee's receipt of the notice required by subsection 13.1(A), or such later date if approved by the City in its sole discretion, but may not be assessed until after the procedures in subsection 13.1 have been completed.

(B) The assessment does not constitute a waiver by City of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by City by reason of the breach of this Franchise.

13.9 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City; or obtain an injunction requiring the Grantee to continue operations. If the City is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the City or its designee for all reasonable costs, expenses and damages incurred.

13.10 What Constitutes Abandonment

The City shall be entitled to exercise its options in subsection 13.9 if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four (4) consecutive days, unless the City authorizes a longer interruption of service; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) Subject to the provisions of Section 2.3, the City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the

provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and City agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof. Grantee and City consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutual agreed upon renewed Franchise Agreement and Grantee and City are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in this Franchise, and Grantee and City shall continue to comply with all obligations and duties under the Franchise until final City action is taken to review or terminate the Franchise pursuant to Applicable Law.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance or resolution.

(B) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer and furnish all information required by law and the City.

(D) In seeking the City's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the City may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The City shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. The City and the Grantee may by mutual agreement, at any time, extend the 120 day period. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the City or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

ALLO Greeley, LLC
330 S. 21st Street
Lincoln, Nebraska 68510
Attn: Brad Moline

With copy to:

ALLO Greeley, LLC
Attn: Legal Department
121 S. 13th Street, Suite 100
Lincoln, Nebraska 68508

The City's address shall be:

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

With a copy to:
Greeley City Attorney
1100 10th Street, Suite 401
Greeley, Colorado 80631

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs incurred in publishing this Franchise, if such publication is required.

16.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 Waiver

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the parties.

16.10 Jurisdiction

Venue for any judicial dispute between the City and Grantee arising under or out of this Franchise shall be in Summit County District Court, Colorado, or in the United States District Court in Denver.

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of Greeley, Colorado this ___ day of _____, 2021.

ATTEST:	CITY OF GREELEY, COLORADO:
_____	_____
City Clerk	Mayor

APPROVED AS TO FORM:	RECOMMENDED AND APPROVED:
_____	_____
City Attorney	City Manager

Accepted and approved this _____ day of _____, 2021.

ATTEST:	ALLO Greeley, LLC
_____	_____
Public Notary	Name/Title: _____

**EXHIBIT A:
CUSTOMER SERVICE STANDARDS**

**City of Greeley
(revised May 17, 2016)**

Introduction

The purpose of the Customer Service Standards (“Standards”) is to establish uniform requirements for the quality of service cable operators are expected to offer their customers in the City of Greeley (“Greeley” or the “City”). The Standards are subject to change from time to time.

Greeley encourages Cable Operators to exceed these standards in their day-to-day operations and as such, understands that a Cable Operator may modify their operations in exceeding these standards.

The Standards incorporate the Customer Service Obligations published by the Federal Communications Commission (Section 76.309), April, 1993 and model customer service standards developed by the Colorado Communications and Utility Alliance. Based upon Greeley’s assessment of the needs its citizens, the City modified and created standards specially tailored to meet local needs.

The Standards require a cable operator, in certain circumstances, to post a security fund or letter of credit ensuring Customer Service. The security fund is to be used when the cable operator fails to respond to a citizen complaint that the City determines is valid and to provide a mechanism by which to impose remedies for noncompliance. It is the sincere hope and intention of the City that the security fund will never need to be drawn upon; however, the City believes that some enforcement measures are necessary.

CUSTOMER SERVICE STANDARDS

I. POLICY

The Cable Operator should resolve citizen complaints without delay and interference from the City.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the City should intervene. In addition, where a pattern of unremedied complaints or noncompliance with the Standards is identified, the City should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and a Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the City of Greeley.

II. DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the City's jurisdiction under applicable ordinances and laws.

"Affiliate" shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

"Applicable Law" means, with respect to these standards and any Cable Operator's privacy policies, any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.

"Cable Operator" shall mean any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. § 522(5).

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Source: 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station. Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

“Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

"City" shall mean the City of Greeley, Colorado.

“Contractor” shall mean a person or entity that agrees by contract to furnish materials or perform services for another at a specified consideration.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

“Escalated complaint” shall mean a complaint that is referred to a Cable Operator by the City.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" shall mean any purpose that is not necessary to render or conduct a legitimate business activity related to a Cable Service or Other Service provided by a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products that are not related to a Cable Service or Other Service provided by a Cable Operator to a Customer shall be considered Non-cable-related purposes.

“Normal business hours” shall mean those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include at least some evening hours one night per week, and include some weekend hours. Source: 47 C.F.R. § 76.309.

“Normal operating conditions” shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

“Other Service(s)” shall mean any wire or radio communications service provided using any of the facilities of a Cable Operator that are used in the provision of Cable Service.

"Personally Identifiable Information" shall mean specific information about an identified Customer, including, but not be limited to, a Customer's (a) login information for the use of Cable Service and management of a Customer's Cable Service account, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, or (h) any other personal or private information. "Personally Identifiable Information" shall not mean any aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

"Subcontractor" shall mean a person or entity that enters into a contract to perform part or all of the obligations of another's contract.

"Writing" or "written" as the term applies to notification shall include electronic communications.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

III. CUSTOMER SERVICE

A. Courtesy

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

B. Accessibility

1. A Cable Operator shall provide customer service centers/business offices ("Service Centers") which are conveniently located, and which are open during Normal Business Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the Service Center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and requests.

Unless otherwise requested by the City, a Cable Operator shall post a sign at each Service Center, visible from the outside of the Service Center, advising Customers of its hours of

operation and of the telephone number at which to contact the Cable Operator if the Service Center is not open.

The Cable Operator shall use commercially reasonable efforts to implement and promote “self-help” tools and technology, in order to respond to the growing demand of Customers who wish to interact with the Cable Operator on the Customer’s own terms and timeline and at their own convenience, without having to travel to a Service Center. Without limitation, examples of self-help tools or technology may include self-installation kits to Customers upon request; pre-paid mailers for the return of equipment upon Customer request; an automated phone option for Customer bill payments; and equipment exchanges at a Customer’s residence in the event of damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing/service inquiries.

3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays.

4. If a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer’s concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable Operator shall retain sufficient customer service representatives and telephone line capacity to ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered by a customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to the automated voice message, leads to a direct connection with a CSR. Under normal operating conditions, this thirty (30) second telephone answer time requirement standard shall be met no less than ninety (90) percent of the time measured quarterly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured quarterly.

C. Responsiveness

1. Guaranteed Seven-Day Residential Installation

a. A Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer

requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. All underground cable drops to the home shall be buried at a depth of no less than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or local code provisions, or if there are no applicable Franchise or code requirements, at such other depths as may be agreed to by the parties if other construction concerns preclude the twelve inch requirement, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the customer.

2. Residential Installation and Service Appointments

a. The "appointment window" alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers. For purposes of this subsection "appointment window" means the period of time in which the representative of the Cable Operator must arrive at the customer's location.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment, unless the customer's issue has otherwise been resolved.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable efforts to contact the customer promptly, but in no event later than the end of the appointment window. The appointment will be rescheduled, as necessary at a time that is convenient to the customer, within Normal Business Hours or as may be otherwise agreed to between the customer and Cable Operator.

d. A Cable Operator shall be deemed to have responded to a request for service under the provisions of this section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain available for viewing by the City during normal business hours at the Cable Operator's business office, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. Upon written request a Cable Operator shall provide the City an executive summary quarterly, which shall include information concerning customer complaints referred by the City to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. These summaries shall be provided within fifteen (15) days after the end of each quarter. Once a request is made, it need not be repeated and quarterly executive summaries shall be provided by the Cable Operator until notified in writing by the City that such summaries are no longer required.

iii. Upon written request a summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the City by the fifteenth (15th) day of the month after each calendar quarter. Once a request is made, it need not be repeated and quarterly summary of service requests shall be provided by the Cable Operator until notified in writing by the City that such summaries are no longer required. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of cable service interrupted, including the reasons for the interruptions. A log of all service interruptions shall be maintained and provided to the City quarterly, upon written request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to the City with the records identified in Section 3.c.ii above if so requested in writing, and shall be retained by the Cable Operator for a period of three (3) years.

e. All service outages and interruptions for any cause beyond the control of the Cable Operator shall be corrected within thirty-six (36) hours, after the conditions beyond its control have been corrected.

4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be

preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall:

- i. Assess the problem within one (1) day of notification;
- ii. Communicate with the customer regarding the nature of the problem and the expected time for repair;
- iii. Complete the repair within two (2) days of assessing the problem unless circumstances exist that reasonably require additional time.

c. If an appointment is necessary to address any video or audio reception problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer, during Normal Business Hours or at such other time as may be agreed to by the customer and Cable Operator. A Cable Operator shall maintain periodic communications with a customer during the time period in which problem ascertainment and repair are ongoing, so that the customer is advised of the status of the Cable Operator's efforts to address the problem.

5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

6. Billing, Credits, and Refunds

a. In addition to other options for payment of a customer's service bill, a Cable Operator shall make available a telephone payment option where a customer without account irregularities can enter payment information through an automated system, without the necessity of speaking to a CSR.

b. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the

customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

c. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

d. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced within seven (7) days, unless seasonal conditions require a longer time, in which case such restoration or replacement shall be made within seven (7) days after conditions permit. Trees and shrubs on private property shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the City, restore any private property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities. If compensation is requested by the customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent of the actual cost of the damage.

c. Except in the case of an emergency involving public safety or service interruption to a large number of customers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work a Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Door hangars must describe the issue and provide contact information where the property owner or tenant can receive more information about the emergency work.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

D. Services for Customers with Disabilities

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other similar service that are in compliance with the Americans With Disabilities Act and other applicable law, with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.

3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.

4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

E. Cable Services Information

1. At any time a customer or prospective customer may request, a Cable Operator shall provide the following information, in clear, concise written form, easily accessible and located on Cable Operator's website (and in Spanish, when requested by the customer):

- a. Products and services offered by the Cable Operator, including its channel lineup;
 - b. The Cable Operator's complete range of service options and the prices for these services;
 - c. The Cable Operator's billing, collection and disconnection policies;
 - d. Privacy rights of customers;
 - e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, and the FCC;
 - f. Use and availability of parental control/lock out device;
 - g. Special services for customers with disabilities;
 - h. Days, times of operation, and locations of the service centers;
2. At a Customer's request, a Cable Operator shall make available either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by the City, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the City does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;
- If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.
3. Upon written request, a Cable Operator shall meet annually with the City to review the format of the Cable Operator's bills to customers. Whenever the Cable Operator makes substantial changes to its billing format, it will contact the City at least thirty (30) days prior to the time such changes are to be effective, in order to inform the City of such changes.
4. Copies of notices provided to the customer in accordance with subsection 5 below shall be filed (by fax or email acceptable) with the City.
5. A Cable Operator shall provide customers with written notification of any change in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of programming from a customer's service tier, at least thirty (30) days before the effective date of change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other Cable Services that a customer has subscribed to, at the time the change in rates are announced by the Cable Operator.

6. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

7. Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

F. Customer Privacy

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

2. Collection and Use of Personally Identifiable Information.

a. A Cable Operator shall not use the Cable System to collect, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer and as otherwise authorized by applicable law.

b. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

c. A Cable Operator shall take such actions as are necessary using then-current industry standard practices to prevent a person or entity (other than an Affiliate) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals

through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information. A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, unless otherwise authorized by applicable law.

a. A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer for any Non-Cable related purpose as provided in this subsection F.3.a, where such Customer has not previously been provided the notice and choice provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may reference the Customer to his or her options to state a preference for disclosure or non-disclosure of certain information, as provided in subsection III.F.10.

b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.

c. To the extent authorized by applicable law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal process authorizing such disclosure.

4. Access to Information. Any Personally Identifiable Information collected and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information about himself or herself at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable Operator shall correct such information.

5. Privacy Notice to Customers

a. A Cable Operator shall annually mail or provide a separate, written or electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service. The written notice shall be in a clear and conspicuous format, which at a minimum, shall be in a comparable font size to other general information provided to Customers about their account as it appears on either paper or electronic Customer communications.

b. In or accompanying the statement required by subsection F.5.a, a Cable Operator shall state substantially the following message regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to valid legal process authorized by applicable law.

ii. Disclosure of the name and address of a Customer subscribing to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (D) The nature of programming or websites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming), provided that with respect to the nature of websites subscribed to or viewed, these are limited to websites accessed by a Customer in connection with programming available from their account for Cable Services."

The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection, such prohibition against disclosure shall remain in effect, unless and until the Customer subsequently changes their disclosure preferences as described in subsection F.9 below.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular periodic reports to the City required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. For each type of Personally Identifiable Information collected or disclosed, a statement from an authorized representative of the Cable Operator certifying that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to valid legal process authorized by applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically, or as otherwise authorized by applicable law.

c. The standard industrial classification (SIC) codes or comparable identifiers pertaining to any entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made pursuant to valid legal process authorized by applicable law;

d. The general measures that have been taken to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable Operator shall meet with City if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection III.F shall be construed to prevent the City from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy any Personally Identifiable Information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or pursuant to applicable law.

9. Notice and Choice for Customers. The Cable Operator shall at all times make available to Customers one or more methods for Customers to use to prohibit or limit disclosures, or permit or release disclosures, as provided for in this subsection III.F. These methods may include, for example, online website “preference center” features, automated toll-free telephone systems, live toll-free telephone interactions with customer service agents, in-person interactions with customer service personnel, regular mail methods such as a postage paid, self-addressed post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice specified in subsection III.F.5, or such other comparable methods as may be provided by the Cable Operator. Website “preference center” features shall be easily identifiable and navigable by Customers, and shall be in a comparable size font as other billing information provided to Customers on a Cable Operator’s website. A Customer who provides the Cable Operator with permission to disclose Personally Identifiable Information through any of the methods offered by a Cable Operator shall be provided follow-up notice, no less than annually, of the Customer’s right to prohibit these disclosures and the options for the Customer to express his or her preference regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable Operator’s bill (or other direct mail piece) to the Customer or a notice or message printed on the Cable Operator’s bill to the Customer, and on the Cable Operator’s website when a Customer logs in to view his or her Cable Service account options. The form of such notice shall also be provided on an annual basis to the City. These methods of notification to Customers may also include other comparable methods as submitted by the Cable Operator and approved by the City in its reasonable discretion.

G. Safety

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Cancellation of New Services

In the event that a new customer requests installation of Cable Service and is unsatisfied with their initial Cable Service, and provided that the customer so notifies the Cable Operator of their dissatisfaction within 30 days of initial installation, then such customer can request disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall provide a credit to the customer's account consistent with this Section. The customer will be required to return all equipment in good working order; provided such equipment is returned in such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's first 30 days of Cable Service and any charges paid for installation. This provision does not apply to existing customers who request upgrades to their Cable Service, to discretionary Cable Service such as PPV or movies purchased and viewed On Demand, or to customer moves and/or transfers of Cable Service. The service credit shall be provided in the next billing cycle.

IV. COMPLAINT PROCEDURE

A. Complaints to a Cable Operator

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.

2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices. If a representative of the City notifies the Cable Operator of a customer complaint that has not previously been made by the customer to the Cable Operator, the complaint shall be deemed to have been made by the customer as of the date of the City's notice to the Cable Operator.

3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall notify the customer of the results of its investigation and its proposed action or credit.

4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the City in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the City.
5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the City.
6. A Cable Operator's complaint procedures shall be filed with the City prior to implementation.

B. Complaints to the City

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the City.
2. The customer may initiate the review either by calling the City or by filing a written complaint together with the Cable Operator's written decision, if any, with the City.
3. The customer shall make such filing and notification within twenty (20) days of receipt of the Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing the original complaint with the Cable Operator.
4. If the City decides that further evidence is warranted, the City shall require the Cable Operator and the customer to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.
5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the City may deem necessary to an understanding and determination of the complaint.
6. The City shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.
7. The City may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

C. Security Fund or Letter of Credit

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the written notification to a Cable Operator by the City that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow agent approved by the City twenty-five thousand dollars (\$25,000) or, in the sole discretion of the City, such

lesser amount as the City deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the City an irrevocable letter of credit in the same amount.

The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the City. The escrowed funds or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if amounts are withdrawn pursuant to any provision of these Standards, until any claims related to the alleged Franchise violation(s) are paid in full.

2. The City may require the Cable Operator to increase the amount of the Security Fund if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

4. The rights reserved to the City with respect to the Security Fund are in addition to all other rights of the City, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the City may otherwise have.

D. Verification of Compliance

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the City.

E. Procedure for Remediating Violations

1. If the City has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the City may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.

2. Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the City determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the City may:

a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/or

b. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or

c. Reverse any decision of the Cable Operator in the matter and/or

d. Grant a specific solution as determined by the City; and/or

e. Except for in emergency situations, withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

V. MISCELLANEOUS

A. Severability

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

B. Non-Waiver

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards. Revised 5/17/16.

**EXHIBIT B
Report Form**

ALLO
 Quarterly Executive Summary - Escalated Complaints
 Section 7.6 (B) of our Franchise Agreement
 Quarter Ending _____, Year
 GREELEY, COLORADO

<u>Type of Complaint</u>	<u>Number of Calls</u>
Accessibility	0
Billing, Credit and Refunds	0
Courtesy	0
Drop Bury	0
Installation	0
Notices/Easement Issues (Non-Rebuild)	0
Pedestal	0
Problem Resolution	0
Programming	0
Property Damage (Non-Rebuild)	0
Rates	0
Rebuild/Upgrade Damage	0
Rebuild/Upgrade Notices/Easement Issues	0
Reception/Signal Quality	0
Safety	0
Service and Install Appointments	0
Service Interruptions	0
Serviceability	0
TOTAL	0

Compliments

Council Agenda Summary

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

Caleb Jackson, Planner II, 970-350-9876

Mike Garrott, Planning Manager, 970-350-9784

Title:

Introduction and first reading of an ordinance amending Title 24 of the Greeley Municipal Code regarding household occupancy standards by amending the definition of “family” in Section 24-5

Summary:

Amending household occupancy standards was listed as one of the action items in the *Strategic Housing Plan*, which was adopted by City Council as a sub-element of the *Imagine Greeley Comprehensive Plan*. This action item was identified to help address increasing housing costs, limited housing supplies, and demographic trends that are shifting away from the predominance of households being comprised solely by relatives. The proposed amendment has the potential to provide households with unrelated adults more housing choices, by increasing access to more neighborhoods with additional housing varieties, style, price, and locations. These conditions also align with Council's *Your Home is Here* priority.

The ordinance would make the following adjustments to household occupancy standards by revising the definition of “family” in the Development Code:

1. Provide clarity by restructuring the way that the definition is written. This includes updating the reference from the Housing Code to the International Property Maintenance Code to ensure that unsafe or unhealthy conditions are not caused by overcrowding. There is also a clear reference of the existing practice and interpretation to allow any number of unrelated adults in the higher density zoning districts.
2. Explicitly include people bound by civil union as relatives.
3. Allow households that include a spouse to include unrelated adults by including marriage and civil union in the core segment of the family definition. Planning Commissioners noted that many in the community are not aware that a married couple cannot add an unrelated adult under the existing definition. This change would adjust the Development Code to accommodate that community expectation.
4. In the R-E, R-L, and R-MH zones, the number of unrelated adults allowed would be one per dwelling unit.
5. In the R-M zone, the definition would base the number of unrelated adults allowed on the number of bedrooms in the house.

Discussion among The Housing Task Force, Development Code Advisory Committee, Planning Commission, City Council, and public comments and responses to public questionnaires, generally support the concept of increasing the number of unrelated adults, to various degrees, and with notable opposition as well. Two public questionnaires and a virtual open house in March collected community feedback

from residents prior to the public hearings. (A full description of the process is in Section C of the Planning Commission Summary.)

The general support and discussion led staff to recommend language that would have allowed two unrelated adults to join a household in the R-E, R-L, and R-MH zoning districts if the house had three or more bedrooms. After deliberation, this specific proposal was not supported by Planning Commission. Rather, upon consideration of public comments expressing concerns with increasing the allowance, and their desire to broker a more broadly-supportable motion, the Planning Commission recommends that households include no more than one unrelated adult in the R-E, R-L, and R-MH zoning districts, while maintaining the other parts of staff's original recommendation.

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 legislative process.

Other Issues and Considerations:

None

Strategic Work Program Item or Applicable Council Priority and Goal:

Image: Reinforce Greeley's vision as an attractive and vibrant community in which to live, learn, work and play.

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

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

Council Vision, Your Home is Here: Residents have access to an amazing variety of housing options including price, style, and location.

Strategic Housing Plan: Strategy - Amend the Development Code to promote housing choice. Action item – Amend housing occupancy standards

Imagine Greeley Comprehensive Plan:

Objective ED-3.1 Diverse Workforce - Provide diverse economic opportunities, jobs, and housing and transportation options to ensure that Greeley is attractive to and inclusive of a diverse workforce.

Objective EH-3.6 Self-Sufficiency - Support programs that build the strengths and abilities of an individual or family to reach self-reliance.

Objective GC-2.2 Jobs/Housing Balance - Support zoning and development patterns that expand opportunities for people who live in Greeley to also work in Greeley (or vice versa).

Objective GC-6.3 Neighborhood Character - Maintain, enhance, and protect the character of established neighborhoods while recognizing the need for established neighborhoods to evolve to meet community needs.

Objective HO-2.2 Rental Housing - Foster the development of attractive, safe, and well-maintained rental properties for those who do not qualify for or desire to own property.

Decision Options:

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for June 15, 2021.

Attachments:

Ordinance

Planning Commission Supplemental Memo 5.18.2021 (attachments omitted)

Planning Commission Summary 5.11.2021

Planning Commission Worksession Minutes 3.30.2021

Planning Commission Worksession Minutes 3.9.2021

City Council Worksession Minutes 2.9.2021

Public Questionnaire Responses

Public Letters and Emails Received

- * Note: All public comments from various report attachments have been compiled into a single attachment. Duplicative attachments from reports have been omitted.

**CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2021**

**AN ORDINANCE AMENDING TITLE 24 OF THE GREELEY MUNICIPAL CODE REGARDING
HOUSEHOLD OCCUPANCY STANDARDS BY AMENDING THE DEFINITION OF "FAMILY" IN
SECTION 24-5**

WHEREAS, it becomes necessary to update the Greeley Municipal Code from time to time to adopt standards that continue to align with public values, the Comprehensive Plan, and City Council priorities; and

WHEREAS, it is in the public interest to revise household occupancy standards by amending the definition of "family" in Title 24 of the Greeley Municipal Code to promote the health, safety and welfare of City residents; and

WHEREAS, the Planning Commission conducted a public hearing to review and consider the proposed Code update on May 11, 2021, which was continued to a special meeting on May 18, 2021, and recommended adoption to the City Council.

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

Section 1. That the Greeley Municipal Code be amended by revising the definition of "family" in Section 24-5 to read as shown in Appendix A by making the text amendments as shown.

Section 2. 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 ON THIS _____ DAY OF _____, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

Appendix A
ORDINANCE AMENDING TITLE 24
OF THE GREELEY MUNICIPAL CODE

Sec. 24-5. Definitions.

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

100-year flood means a flood having a recurrence interval that has a one-percent chance of being equaled or exceeded during any given year (one-percent-annual-chance flood). The terms "one-hundred-year flood" and "one-percent-chance flood" are synonymous with the term "100-year flood."

100-year floodplain means the area of land susceptible to being inundated as a result of the occurrence of a 100-year flood.

500-year flood means a flood having a recurrence interval that has a two-tenths-percent chance of being equaled or exceeded during any given year (two-tenths-percent-chance-annual flood).

Abandoned sign means:

- (1) A sign or sign structure and components, for which no legal owner can be found; and/or
- (2) A sign and structure which are used to identify or advertise a business, tenant, owner, product, service, use, event or activity that has not been located on the premises for a period of 90 consecutive days or longer.

Accessory building or structure means a detached building or structure located upon the same lot as the principal building or structure to which it is related, which is incidental to and customarily found in connection with such principal building or structure and which is not to be used for human habitation.

Accessory use means a use customarily incidental, related and subordinate to the main use of the lot, building or structure which does not alter the principal use.

Act, as used in chapter 18 of this title, means the Oil and Gas Conservation Act of the State of Colorado.

Addition means an extension to an existing structure after completion of the original structure. For the purposes of this title, such additions and the point of attachment thereof shall be habitable space as defined in the uniform building code, as may be amended from time to time, and the dimension of the point of attachment shall constitute a minimum of 20 percent of the circumference of the exterior walls of the addition.

Address sign means signs that give the address or name of a building or residence without reference to, or inclusion of, the name or logo of a product sold, or service performed on the lot or in a building or structure, or name of the business enterprise occupying the property.

Adjacent means land which shares a boundary line with the lot in question or which would share a boundary line if not for the separation caused by a street, alley, sidewalk, railroad right-of-way, utility line, trail or irrigation ditch.

Adjacent uphill lot means an adjacent lot, whether or not separated by streets, easements or the like, which has an average ground level higher than the average ground level of the subject lot.

Administrative official means an individual appointed by the city manager to administer and enforce the provisions of this title.

Administrative review team (ART) means the city staff review team consisting of representatives of city departments involved with development and land use activities within the city and its long-range planning areas.

Adult business means any store, establishment, tavern, club or theater having a substantial portion of its stock in trade, books, magazines or other periodicals; video movies, films, slides or photographs; instruments, devices or paraphernalia; or live performances, which are characterized by their emphasis on matters depicting, describing, or related to specified anatomical areas or specified sexual activities. For the purposes of this definition, a business shall not be considered an adult business if it carries less than 20 percent of its stock in adult materials and it prevents the public from viewing or observing merchandise or products that depict specified anatomical areas or specific sexual activities, as may be displayed by the products or on the packaging.

(1) *Specified anatomical areas* means:

- a. Less than completely and opaquely covered human genitals, pubic region, buttocks and female breast above or below a point which would expose any portion of the areola; and
- b. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

(2) *Specified sexual activities* means:

- a. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus or female breast;
- b. Human genitals in a state of sexual stimulation or arousal;
- c. Sex acts, actual or simulated, including intercourse, oral copulation or sodomy;
- d. Masturbation, actual or simulated; or
- e. Excretory functions as part of or in connection with any of the activities set forth in subsections (2)a through d of this definition.

Advertise means to attract attention to a business, product, service, use or event with a sign, display item or other device, such as flags, pennants, air driver devices and lights.

Airport means the Greeley-Weld County Airport, located in sections 2 and 3 and sections 26 and 35, T5N, R65W of the 6th P.M., Weld County, Colorado.

Airport elevation means the established elevation of the highest point on the usable landing area (4,690 feet above sea level).

Airport reference point means the point established as the geographic center of the airport landing area. The reference point at Greeley-Weld County Airport is a point which geographical coordinates are latitude 40 degrees, 26 minutes, eight seconds north and longitude 104 degrees, 37 minutes, 55 seconds west.

Alley means a minor way used primarily for vehicular access to the back of properties adjacent to a street and which is not intended to be used for primary access to a property. An alley shall not be considered a street.

Alteration means any act or process requiring a building permit, moving permit, demolition permit or sign permit for the reconstruction, moving, improvement or demolition of any designated property or district; or any other action in which a review by either the historic preservation commission or the city's historic preservation specialist is necessary under this article and/or the district designation plan and in accordance with the definitions of major and minor alterations, for the purposes of this article.

Amortization means the prohibition and removal of a nonconforming use after the expiration of a reasonable period of time.

Amortization period means a reasonable period of time to recoup a return on the investment in an animal confinement use, but which in no event shall exceed nine years from the effective date of the ordinance codified in this Development Code, or from the date the use became nonconforming, whichever is later.

Animal confinement use means a place for confinement of livestock for the purposes of commercial food production, where feeding of the livestock is other than grazing and where the capacity at any one time is greater than permitted on the animal equivalency chart for the zoning district in which it is located. Such animal confinement uses may include dairies, feedlots, poultry and swine production facilities.

Animal unit means a unit of measurement used to determine the animal capacity of a particular site or parcel of land and to establish an equivalency for various species of livestock. The animal unit capacity is determined by multiplying the number of animals of each species by the appropriate equivalency factor from the animal unit equivalency chart in section 24-1267 and summing the resulting totals for all animal species contained on a site or parcel of land. The number of animals allowed per acre on a site or parcel of land is based on area requirements for each species, and the resulting acreages are also summed. If the maximum number of permitted animal units as provided on the animal unit equivalency chart is exceeded for a property that does not contain an animal confinement use as of the effective date of the ordinance codified in this Development Code, the property and use contained on said property shall be determined to be a nonconforming use and subject to the provisions in chapter 19 of this title.

Animated sign (see *Flashing or animated or Imitating sign*).

Antenna means a device used to transmit and/or receive radio, television or any other transmitted signal and which may be rooftop, wall or ground-mounted.

Apex means the uppermost or highest point.

Appeal means a review of a final decision by a higher authority.

Applicant means the owners or lessees of property, their agent, or persons who have contracted to purchase property, or the city or other quasi-governmental entity that is proposing an action requiring review and approval by one or more of the sections in this title. An applicant may subsequently become the developer once approval is granted and, in this case, the terms shall be interchangeable.

Approach surface means a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in division 4 of article III of chapter 8 of this title. In plain view, the perimeter of the approach surface coincides with the perimeter of the approach zone.

Appurtenances means the visible, functional objects accessory to and part of buildings or structures and which may extend above the height of the roof.

Area, for the purposes of this article, means the geographical region or the extent of land identified with one or more areas of significance as set forth in criteria for designation, section 24-947, and may be nominated for historic designation on the local register.

Area of shallow flooding means a designated Zone AO or AH on a community's flood insurance rate map (FIRM) with a one-percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year.

Art means all forms of original creations of visual art, including, but not limited to, sculpture; mosaics; painting, whether portable or permanently fixed, as in the case of murals; photographs; crafts made from clay; fiber and textiles; wood; glass; metal; plastics; or any other material or any combination thereof; calligraphy; mixed media composed of any combination of forms or media; unique architectural styling or embellishment, including architectural crafts, environmental landscaping; or restoration or renovation of existing works of art of historical significance. Works of art are not intended to be used for commercial advertising purposes.

Arterial street (see *Street*).

Articulation means using architectural elements such as windows, balconies, entries, etc., to visually break the appearance of large buildings or walls into smaller, identifiable pieces.

Assembly building, as used in chapter 18 of this title, means any building or portion of building or structure used for the regular gathering of 50 or more persons for such purposes as deliberation, education, instruction, worship, entertainment, amusement, drinking, dining or awaiting transport.

Assisted living unit means a residential facility that provides rooms, meals, personal care and supervision of self-administered medication, as well as other services, including recreational activities and transportation, to individuals who do not have an illness, injury or disability for which regular medical care or 24-hour nursing services are

required. An assisted living unit shall not be considered a board and care home or a nursing home.

Automobile wrecking yard (see Junkyard).

Awning means a framed exterior architectural feature, attached to and supported from the wall of a building and/or held up by its own supports, which provides or has the appearance of providing shelter from the elements to pedestrians, vehicles, property or buildings.

Awning, internally illuminated, means any transparent backlit awning or awning lettering which transmits light from within the awning to the outside surface of the awning.

Awning sign means a sign that is mounted or painted on or attached to an awning.

Backing means the background area of a sign, which differentiates the total sign display from the background against which it is placed.

Banner means a sign applied to flexible materials (e.g., cloth, paper or fabric of any kind) with no enclosing framework.

Bare tube neon means a bare tube neon light attached to a building that is used to light or accent the building and/or its architecture.

Base flood elevation (BFE) means the elevation shown on a FEMA flood insurance rate map that indicates the water surface elevation resulting from a flood that has a one-percent chance of equaling or exceeding that level in any given year.

Basement means any level of a building where more than one-half of the vertical distance between floor and ceiling is below the grade of the site.

Beacon (see Searchlight, strobe light or beacon).

Bed and breakfast means a building, or portion thereof, of residential character, offering temporary lodging for compensation and at least one meal daily for guests and having a manager residing on the premises. Rooms in a bed and breakfast shall not be rented more than twice during any 24-hour period.

Bedroom means any room intended and used principally for sleeping purposes.

Berm means a mound of earth, higher than grade, used for screening, definition of space, noise attenuation and decoration in landscaping.

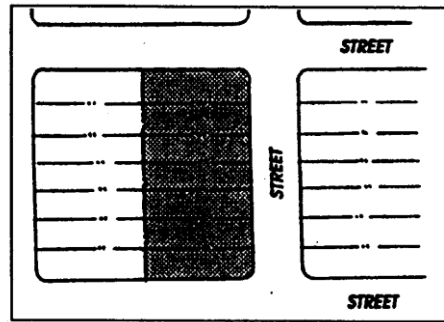
Bicycle parking space means a space for one standard bicycle, located in a secure bicycle rack on the same lot as the structure for which the bicycle parking is intended to serve.

Billboards and bus bench/shelter sign (see Off-premises advertising device).

Block means a group of lots within defined and fixed boundaries of a subdivision and usually being an area surrounded by streets or other features such as parks, railroad rights-of-way or municipal boundary lines.

Block face means all lots on one side of a block.

Block Face



Board and care home means a residential facility providing room and board to one or two individuals who are not related to the owner or principal occupant and who, because of impaired capacity for independent living, elect protective oversight, personal services and social care, but do not require regular 24-hour medical or nursing care. A board and care home shall not be considered an assisted living unit or nursing home.

Boardinghouse and roominghouse means a building or portion thereof which is used to accommodate boarders or roomers, not including members of the occupant's immediate family who might be occupying such building, and whose occupants shall have common access to kitchen, bathroom and dining areas. Boardinghouses and roominghouses shall not include hotels, motels and lodges.

Brewpub means a business for the brewing, sale and consumption of alcoholic beverages on the premises and which may also prepare and sell food on the premises.

Buffer means to promote separation and compatibility between land uses of different intensities within or adjacent to a development, or along roadways or other public areas through the use of setbacks, natural vegetation, berms, fences, walls or a combination thereof. The term "buffer" may also be used to describe the methods used to promote compatibility such as a landscape buffer.

Buffer yard means that area intended to provide buffering between land uses of different intensities or along roadways or other public rights-of-way.

Building means any structure built for the shelter or enclosure of persons, animals or property of any kind, excluding fences or walls.

Building appurtenance means the visible, functional or ornamental object accessory to and part of a building.

Building code means any law, ordinance or code which is in force in the city and which pertains to the design and construction of buildings and other structures, or to any components thereof, such as cooling and heating, plumbing, electricity and the like.

Building envelope means the area in which a building or structure is constructed or placed in a development and in which the land area beyond the envelope is under the common ownership of all property owners within the development.

Building footprint means the outline of the total area which is covered by a building's perimeter at the ground level.

Building frontage means the horizontal linear dimension which is designated as the primary facade of that portion of a building occupied by a single use or occupancy. Corner tenants will be permitted to use their secondary facade to determine their building frontage.

Building frontage, principal, means the horizontal linear dimension which is designated as the primary facade of that portion of a building occupied by a single use or occupancy.

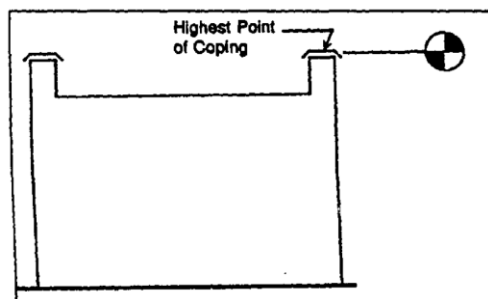
Building frontage, secondary, means that dimension of a building abutting a public right-of-way other than the principal building frontage.

Building or structure height means the vertical distance from grade at an exterior wall of a building or structure to the highest point of the coping of a flat roof, to the average height of the highest gable of a hipped roof, or a monitor roof, or to the highest point of a curved roof. For the purposes of measuring the setback and height performance options in section 24-1030, setback increases shall only be required for that portion of the building for which a height increase is sought. This measurement shall be exclusive of church spires, cupulas, chimneys, ventilators, pipes and similar appurtenances. For the purposes of this definition, grade, as a point of measure, means either of the following, whichever yields a greater height of building or structure:

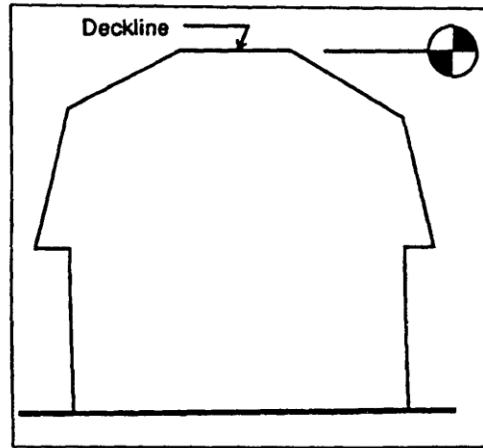
- (1) The elevation of the highest ground surface within a five-foot horizontal distance from the exterior wall of the building, when there is less than a ten-foot difference between the highest and lowest ground surface within a five-foot horizontal distance from said wall.
- (2) An elevation ten feet higher than the lowest ground surface within a five-foot horizontal distance from the exterior wall of the building, when there is greater than a ten-foot difference between the highest and lowest ground surface within a five-foot horizontal distance from said wall.

The height of the building is the vertical distance above a reference datum measured to:

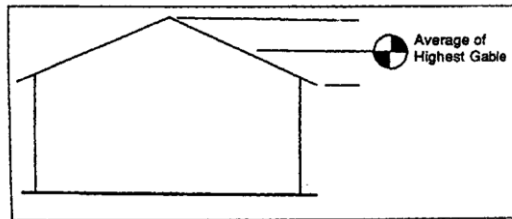
Building With Flat Roof (Measured to Highest Point of Coping)



Mansard Roof (Measured to Deckline)



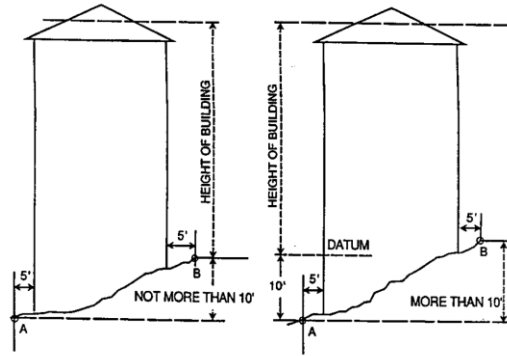
Hipped or Gabled Roof (Measured to Average of the Highest Gable)



Gabled Roof(2 or More Gables) (Measured to the Average of the Highest Gable)



Building Height from Ground



Measure height at ten feet above the lowest point of the ground.

Building, principal, means the primary building on a lot or a building that houses the principal use.

Building unit, as used in chapter 18 of this title, means a building or structure intended for human occupancy. A dwelling unit, every guest room in a hotel/motel, every 5,000 square feet of building floor area in commercial facilities and every 15,000 square feet of building floor area in warehouses or other similar storage facilities is equal to one building unit.

Burden of proof shall be a preponderance of the evidence.

Business identification sign means a sign giving the name, nature, logo, trademark or other identifying symbol of a business and which may also include the address of the business.

Candela is a unit of luminous intensity, defined as the luminous intensity of a source that emits monochromatic radiation of frequency 540×10^{12} Hertz and that has a radiant intensity of $1/683$ watt/steradian and adopted in 1979 as the international standard of luminous intensity.

Canopy means a roofed structure for the purpose of shielding pedestrian walkways or driveways which service operations or equipment, such as with a gas station or bank drive-up facility.

Cemetery means land used for the burial of the dead and dedicated for cemetery purposes, including columbariums and mausoleums.

Centerline (of public right-of-way) means a line running midway between the bounding right-of-way lines of a street or alley. For the purposes of calculating signage, the centerline means the apparent centerline of the road determined by finding the point midway between the outer edges of the road surface.

Certificate of approval means a certificate issued by the city authorizing the construction, alteration or demolition of property and improvements designated under this article.

Change of use means a use that substantially differs from the previous use of a building or land and which may affect such things as parking, drainage, circulation, landscaping, building configuration, noise or lighting. A change of ownership which

does not include any of the factors listed above shall not be considered a change of use.

Changeable copy sign (also known as a marquee sign) means a sign designed to allow the changing of copy as with individual letters through manual means, without altering the sign backing or structure in any such way.

Channel means a natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuous or periodic flowing water.

Channel letters, individual letters, raceway and channel sign means individual letters, flat cutout letters or symbols constructed to be applied singly in the formation of a wall sign or freestanding sign.

Channelization means the artificial creation, enlargement or realignment of a stream channel.

Character mean the sum or composition of a building's or group of buildings' attributes which serve to distinguish its appearance and establish its visual image. Attributes that contribute to character include, but are not limited to, size, shape and height of buildings, materials, architectural style, sidewalk location and vegetation.

Character overlay district means an overlay district established for the purposes of maintaining and preserving the attributes which make up the character of a particular and definable area within the city, as provided for in article III of chapter 8 of this title.

Chief building official means the chief building official of the city.

Childcare center means a facility which is maintained for the whole or part of a day for the care of seven or more children under the age of 16 years and not related to the owner, operator or manager, whether such facility is operated with or without compensation for such care and with or without stated educational purposes. The term "childcare center" also, includes, but is not limited to, facilities commonly known as daycare centers, day nurseries, nursery schools, preschools, play groups, day camps and summer camps.

Childcare home means a facility providing care and/or training in a place of residence, on a regular basis, for compensation, for no more than six children under the age of 16 years who are not related to the caretakers and not including 24-hour care. This type of childcare home provides less than 24-hour care for two or more children on a regular basis in a place of residence.

- (1) Care may be provided for up to six children from birth to 13 years of age with no more than two children under two years of age. This shall not prohibit the care of children with special needs ages 13 to 18 years.
- (2) Care also may be provided for no more than two additional children of school age attending full-day school. School-age children are children enrolled in a kindergarten program a year before they enter the first grade and children six years of age and older.
- (3) Residents of the home under 12 years of age who are on the premises and all children on the premises for supervision shall be counted against the approved capacity.

- (4) A major childcare home is a state-licensed childcare facility in a home, operated by an experienced childcare provider/proprietor for the purposes of care for up to nine children in conformance with the Colorado Code of Regulations.

Church means a place designed and intended for the regular assembly for the purposes of religious worship, meetings and other church-sponsored activities. Accessory uses such as schools, daycare centers, columbariums, counseling services and bingo parlors shall be permitted, provided that such accessory uses shall be secondary to that of normal church activities and shall be permitted within the zoning district in which the subject property is located.

Circumference means the perimeter measurement of a building or structure, measured as a continuous line.

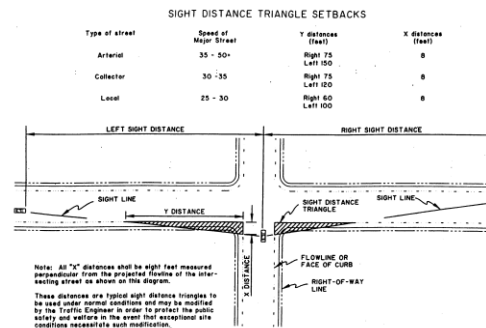
City means the City of Greeley, Colorado.

City council means the city council of the City of Greeley, Colorado.

City manager means the city manager, or the city manager's designee or other official, body or agency designated by the Charter or ordinance to act on behalf of the city.

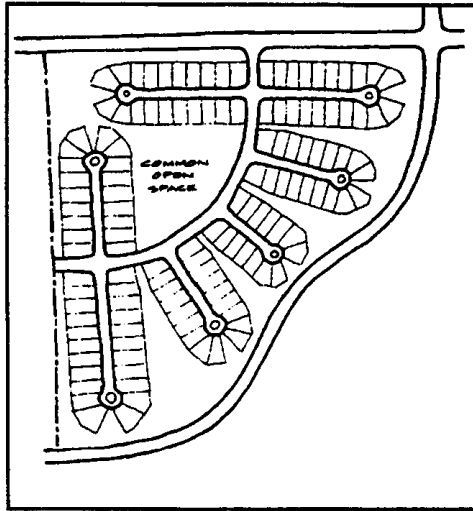
Clear vision zone or area means that area which the city requires an unobstructed line of sight necessary for most drivers stopped at an intersection to see an approaching vehicle, pedestrian or bicyclist to avoid a collision.

Clear Vision Sight Distance Triangles



Cluster subdivision or development means a form of development in which the lot sizes are reduced and the resulting land area is devoted to common open space.

Cluster Subdivision



Co-generation plant means a facility for the purposes of producing power as a by-product of a manufacturing or power-producing process.

Collector street (see *Street*).

Columbarium means a structure or place for the interment of ashes of the cremated dead.

Commemorative sign means a sign, tablet, cornerstone or plaque memorializing a person, event, structure, site or landmark and not used to advertise a product, service or activity.

Commercial or industrial development identification sign means an on-premises sign for identifying a commercial or industrial development, park or subdivision.

Commercial mineral deposit means a natural mineral deposit of limestone used for construction purposes, coal, sand, gravel and quarry aggregate, for which extraction is or will be commercially feasible and regarding which it can be demonstrated by geologic, mineralogic or other scientific data that such deposit has significant economic or strategic value to the area, state or nation.

Commission means the planning commission of the city, or in chapter 18 of this title, the oil and gas conservation commission of the State of Colorado (OGCC), or in this article, the historic preservation commission of the city.

Common consumption area means an area designed as a common area located within a designated Entertainment District and approved by the local licensing authority that uses physical barriers to close the areas to motor vehicle traffic and limit pedestrian access.

Community, as used in chapter 13 of this title, means one or more populations of plants and animals in a common grouped arrangement, within a specified area.

Community development director means the community development director of the city.

Community event sign means a sign that provides information relating to any community event sponsored by a nonprofit group or agency.

Compatible means having harmony in design, appearance, use and/or function of the characteristics of a building or structure, a neighborhood or an area. Design characteristics may include, but are not limited to, height, mass, scale, land use, architecture, color and materials.

Compatible Roof Pitch, Scale, Massing and Height



Comprehensive plan means the comprehensive plan of the city, as provided for in the city Charter and which provides for the future growth and improvement of the community, for the preservation of historic and natural resources and for the general location and coordination of streets and highways, recreation areas, public building sites and other physical development.

Conditional letter of map revision (CLOMR) means FEMA's comment on a proposed project which does not revise an effective floodplain map, which would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

Condominium means a form of ownership in which the interior floor space of a unit or area is owned individually, and the structure, common areas and facilities are owned by all of the owners on a proportional, undivided basis.

Conical surface means a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to one for a horizontal distance of 4,000 feet.

Conservation easement means an easement acquired by the public and which is designed to restrict the use of private land to preserve open space or natural resource areas.

Contractor sign means a sign naming those engaged in the design, financing and construction on the property where the sign is located.

Contributing buildings, site, structures and objects, for the purposes of this article, means historic properties within the proposed or designated district and includes individually designated properties and nondesignated properties that contribute to the historic district by their shared and unique architectural, historic or geographic characteristics.

Convenience store means a general retail store which sells goods which may include ready-to-eat products, groceries and sundries which comprise more than 25 percent of all sales and which may accompany gasoline pumps and the sale of gasoline.

Copy or print shop means an establishment that provides duplicating services using photocopy, blueprint, offset and typesetting printing equipment and including collating of booklets and reports.

Cornerstones means a stone forming a part of a corner or angle in a wall that provides building identification.

Correctional facility means a secured facility providing housing and treatment of those convicted and confined for serious criminal offenses.

Corridor or movement corridor means a belt, band or stringer of vegetation or topography that provides a completely or partially suitable habitat and which animals follow during daily, periodic or seasonal movements.

Coverage means land area which is covered with impervious surfaces, such as buildings, patios or decks with roofs, carports, swimming pools, tennis courts or land area covered by any other type of structure, including parking lots.

Crematorium means a place for the cremation of human or animal remains.

Critical facility means a structure or related infrastructure, but not the land on which it is situated, as specified in section 24-728, that, if flooded, may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

Critical feature means an integral and readily identifiable part of a flood-protection system, without which the flood protection provided by the entire system would be compromised.

Cul-de-sac means a local street of no more than 500 feet in length, with one open end and the other end terminating in a vehicular turn around.

Day means a calendar day, unless otherwise noted.

Deciduous means a plant with foliage that is shed annually.

Deck means a floored outdoor area, typically elevated above grade and adjoining a residential dwelling.

Dedication means setting aside property for a specific purpose, including, but not limited to, streets, utilities, parks and trails.

Demolition, for the purposes of this this article, means any act or process which destroys, in part or in whole, any designated property or property located within a designated historic district.

Demolition by neglect means neglect in maintenance, repair or security of a site, building or structure, resulting in any of the following conditions:

- (1) The deterioration of exterior walls or other vertical supports or a portion thereof;
- (2) The deterioration of roofs or other horizontal members;
- (3) The deterioration of exterior chimneys;
- (4) The deterioration of exterior plaster or mortar;

- (5) The ineffective weatherproofing of exterior walls, roofs and foundations, including broken windows and doors; or
- (6) The serious deterioration of any documented exterior architectural feature or significant landscape feature which, in the judgment of the commission, produces a detrimental effect upon the character of the district.

Density means the number of dwelling units per gross acre of land area.

Designated property means an historic property individually listed on the city's historic register through the procedural requirements in section 24-948 and which meets the criteria set forth in section 24-947.

Detention area means an area which is designed to capture specific quantities of stormwater and to gradually release the same at a sufficiently slow rate to reduce the risk of flooding.

Developing means a lot, or grouping of lots or tracts of land, with less than 60 percent of their perimeter boundary adjacent to existing development. For the purposes of this definition, public parks, natural areas and other such areas which are not eligible for further development shall be considered developed. Areas which were originally platted prior to 1978 and which have at least 75 percent of the lots in the development built on within this 20-year period shall also be considered developed. A replat of the original plat shall not affect the commencement of this 20-year period.

Development means any construction or activity which changes the basic character or use of land on which construction or activity occurs, including, but not limited to, any non-natural change to improved or unimproved real estate, substantial improvements to buildings or other structures, mining, dredging, filling, grading, paving, extraction or drilling operations.

Development concept master plan means a preliminary master plan for the development of a large or complicated land area, the platting of which is expected in progressive stages.

Development or subdivider's agreement means a written instrument for the purposes of specifying all improvements to be constructed by the subdivider, as well as the timetable for construction of such improvements, any special conditions of construction and construction cost estimates.

DFIRM database means a database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA Mapping Specifications and Guidelines outline requirements for the development and maintenance of DFIRM databases.

Digital flood insurance rate map (DFIRM) means a FEMA digital floodplain map. These digital maps serve as regulatory floodplain maps for insurance and floodplain management purposes.

Direct lighting means spot or floodlighting used to illuminate a sign surface.

Directional on-site means signs that direct the movement or placement of pedestrian or vehicular traffic on a lot without reference to, or inclusion of, the name or logo of a product sold or services performed on the lot or in a building, structure or business enterprise occupying property, such as "welcome," "entrance," "exit," "restrooms," "parking," "loading area" and "drive-thru."

Director, for the purposes of chapter 18 of this title, means the director of the oil and gas conservation commission of the state.

Directory sign means a sign listing the names, uses or locations of the various businesses or activities conducted within a building or group of buildings, that is centrally located and intended to provide on-site directions and is not legible off-site.

Dissolve means a mode of message transition on an electronic message display accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.

District means a portion of the community within which uniform regulations apply.

District designation plan, for the purposes of this article, means a plan generated by the historic district residents and/or owners for commission use in reviewing certificate of approval applications. This plan shall incorporate elements such as, but not limited to, building height, setback, building envelope and new construction.

Downtown Entertainment District means that area contained within the south curb flow line of 7th Street, the west curb flow line of 8th Avenue, the north curb flow line of 10th Street and the east curb flow line of 9th Avenue.

Drive-in or drive-thru means an establishment that, by design of physical features or by service or packaging procedures, encourages or permits customers to order and receive food or beverages while remaining in a motor vehicle for consumption on or off the site and which includes a menu board and audio or video speakers.

Drive-up means an establishment that, by design of physical facilities or by service or packaging procedures, encourages or permits customers to receive services or obtain or drop off products while remaining in a motor vehicle and which excludes a menu board and/or audio or video speakers.

Driveway means an improved concrete or asphalt path leading directly to one or more city-approved parking spaces constructed with a concrete, asphalt or similar all-weather surface.

Dry wash channel means natural passageways or depressions of perceptible extent, containing intermittent or low-base flow.

Dust abatement plan means a plan intended and designed to control dust during the construction or development of property.

Dwelling or residence, multiple-family, means a building, site or a portion thereof which contains three or more dwelling units, not including hotels, motels, fraternities, sororities and similar group quarters.

Dwelling or residence, secondary, means a second, freestanding residential building constructed or placed on an infill lot or tract of land which contains a principal residential building.

Dwelling or residence, single-family, means a detached principal building, other than a mobile home, designed for and used as a single dwelling unit by one family. The term "single-family residence" includes a manufactured home which:

- (1) Is partially or entirely manufactured in a factory;
- (2) Is not less than 24 feet in width and 36 feet in length;
- (3) Is installed on an engineered permanent foundation;
- (4) Has a brick, wood or cosmetically equivalent exterior siding and all exterior walls which provide a consistent, continuous facade from the bottom of the soffit (top of the wall section) downward to the top of the exposed perimeter wall, foundation or to grade, whichever is applicable; and has a pitched roof; and
- (5) Is certified pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 USC 5401 et seq., as amended, and all regulations enacted pursuant thereto, including any local modifications as are expressly allowed by federal law, or which has been certified by the state as being in compliance with the requirements of the uniform building code, as adopted by the state and as is enforced and administered by the state division of housing.

Dwelling or residence, two-family, means a building containing two independent living units and which may commonly be referred to as a duplex.

Dwelling unit means one room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease as a single unit, on a monthly basis or longer, physically separated from any other room or dwelling units which may be in the same structure and served by no more than one gas meter and one electric meter.

Easement means a right granted by a property owner permitting a designated part of interest in the property owner's property to be used by others for a specific use or purpose.

Ecological character means the natural features and attributes of an area or landscape that, combined, give the area its character.

Educational facility, as used in chapter 18 of this title, means any building used for legally allowed educational purposes for more than 12 hours per week for more than six persons. This includes any building or portion of building used for licensed daycare purposes for more than six persons.

Election sign means a sign related to public election.

Electronic message display means a sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means.

Elderly group housing means a building which is occupied by not more than eight persons who are 60 years of age or older and who use the building as their primary residence, if the building is either owned by some or all of them or by a nonprofit corporation.

Elevated building means a nonbasement building built to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers) or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of

the base flood. Elevated building also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.

Emergency, for the purposes of this article, means an unexpected and sudden event that must be dealt with urgently in order to stabilize or protect a structure.

Emergency shelter or mission means a facility operated by a nonprofit, charitable or religious organization providing temporary housing, food, clothing or other support services, such as counseling and referral services, primarily for homeless individuals or those at risk.

Enhancement means the improvement of the land or water of the impacted or replacement area, beyond that which would occur without the development.

Entertainment District means an area within the city that is designated as an Entertainment District of a size no more than 100 acres and containing at least 20,000 square feet of premises licensed as a tavern, hotel and restaurant, brew pub, retail gaming tavern or vintner's restaurant at the time the district is created.

Entertainment establishment shall be a land use designation in addition to the underlying principal land use, and means any commercial establishment which shares a common wall or zero lot line property boundary with a residential land use or that is within 100 feet of a residential land use as measured from building to building, and:

- (1) Dispenses alcohol beverages on the premises and where amplified or live entertainment is provided; or
- (2) Does not dispense alcohol beverages but provides amplified or live entertainment either independent of or in conjunction with any other uses, except where amplified sound is provided only as background entertainment and at levels not to interrupt normal conversation at or beyond the property line.

Evergreen means a plant with foliage that persists and remain green year-round.

Existing development means any development in the city once all public improvements, including water, sewer, streets, curb, gutter, streetlights, fire hydrants and storm drainage facilities, are installed and completed.

Exposed incandescent or high intensity discharge lighting means any sign or portion of a sign that utilizes an exposed incandescent or high intensity lamp, with the exception of neon.

Exterior or perimeter wall means a wall, elements of a wall, parapet wall or any elements or groups of elements which define the exterior boundaries or courts of a building.

Facade means the exterior face of a building.

Fade means a mode of message transition on an electronic message display accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

Family shall mean an individual living alone, or any number of persons a group living together as a single household comprised of any number of persons who are interrelated by blood, marriage, civil union, adoption, or other legal custodial relationship, plus a number of unrelated adults per the chart below; ~~or not more than two (2) unrelated adults and any number of persons related to those unrelated adults by blood, adoption, guardianship or other legal custodial relationship. In multi-family units, the number of unrelated adults shall be determined based on the provisions of the City's Housing Code. For purposes of this definition, a bona fide employee of the family who resides in the dwelling unit and whose live-in status is required by the nature of his or her employment shall be considered a member of the family. The number of household occupants must also be compliant with the International Property Maintenance Code.~~

<u>Zoning Districts</u>	<u>Number of bedrooms in the dwelling unit</u>	<u>Number of allowed unrelated adults*</u>
<u>R-E, R-L, R-MH</u>	<u>Any number</u>	<u>1</u>
<u>R-M</u>	<u>Efficiency or 1 bedroom</u>	<u>1</u>
	<u>2 bedrooms</u>	<u>2</u>
	<u>3 bedrooms</u>	<u>3</u>
	<u>4 or more bedrooms</u>	<u>4</u>
<u>All other zoning districts</u>	<u>Any number</u>	<u>Any number</u>
<u>*Plus any number of persons related to the allowed unrelated adults(s) by blood, adoption, guardianship, or other legal custodial relationship</u>		

Farming means the production of crops such as vegetables, fruit trees or grain; the growing of trees and shrubs for landscape purposes; and the raising of farm animals such as poultry or swine, which shall be limited to the animal unit capacity as determined in the definition of animal unit and the animal unit equivalency chart in these definitions. The term "farming" shall not include the commercial raising of animals, commercial production of milk, commercial pen feeding (feed lots) or the commercial feeding of garbage or offal to swine or other animals.

Federal register means the official daily publication for rules, proposed rules, and notices of federal agencies and organizations, as well as executive orders and other presidential documents.

Fence means any artificially constructed barrier of an approved material or combination of materials erected vertically to enclose or screen areas of land.

Figures means an outline, shape or pattern of numbers, letters or abstract images.

Filing plat (see *Plat, filing*).

Financial security or guarantee means a financial obligation, in a form acceptable to the city, which assures completion and payment for all improvements related to development of property.

Flag means material attached to or designed to be flown from a flagpole or similar device and which may display the name, insignia, emblem or logo of any nation, state, municipality or commercial or noncommercial organization (see *Pennants*).

Flashing or animated means signs or lighting with flashing, blinking, moving or other animation effects or that give the visual impression of such movement by use of lighting, or intermittent exhibits or sequential flashing of natural or appearance of artificial light or colors, including those signs that rotate, revolve, spin, swing, flap, wave, shimmer or make any other motion, or illusion of motion, or which imitate official governmental protective or warning devices (see *Imitating sign*).

Flea or farmer's market means an occasional or periodic sales activity held within a building, structure or open area where groups of individual sellers offer new and used goods or produce for sale to the public, not including private garage sales.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation or runoff of surface waters from any source.

Flood, base, means a flood having a one-percent chance of being equaled or exceeded in any year. The term "base flood" is used interchangeably with the terms "intermediate regional flood," "100-year flood," "one-percent flood" and "area of special flood hazard."

Flood boundary and floodway map (FBFM) means an official map, as amended from time to time, issued by the Federal Emergency Management Agency, where the boundaries of the base flood, floodway and 500-year flood have been delineated.

Flood control structure means a physical structure designed and built expressly or partially for the purpose of reducing, redirecting or guiding flood flows along a particular waterway. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Flood fringe means that portion of the floodplain that could be obstructed without increasing the water surface elevation of the base flood more than one foot.

Flood hazard, area of special, means the land within the floodplain within a community subject to a one-percent or greater chance of flooding in any given year.

Flood insurance rate map (FIRM) means an official map issued by the Federal Emergency Management Agency, as amended from time to time, where the boundaries of the base flood, 500-year flood, water surface elevations of the base flood and special flood hazard areas and the risk premium zones have been delineated.

Flood insurance study (FIS) means an official study by the Federal Emergency Management Agency, as amended from time to time, examining, evaluating and determining flood hazards, corresponding water surface elevations and flood profiles of the base flood.

Flood-protection elevation, regulatory, means the elevation one foot above the peak water surface elevation of the base flood.

Floodplain means an area which is adjacent to a stream or watercourse and which is subject to flooding as a result of the occurrence of an intermediate regional flood and which is so adverse to past, current or foreseeable construction or land use as to constitute a significant hazard to public health and safety or to property. The term "floodplain" includes, but is not limited to, mainstream floodplains, debris fan floodplains and dry wash channels and floodplains.

Floodplain, debris fan, means a floodplain located on landforms that form by deposition of water-transported rock fragments, soil and vegetation debris at the confluence of tributary streams with a larger trunk stream valley.

Floodplain, dry wash, means an area adjacent to a dry wash channel which is periodically subject to sudden water and debris flooding.

Floodplain administrator means the community official designated by title to administer and enforce the floodplain management regulations.

Floodplain development permit means a permit required before construction or development begins within any special flood hazard area (SFHA). Permits are required to ensure that proposed development projects meet the requirements of the NFIP and article III of chapter 8 of this title.

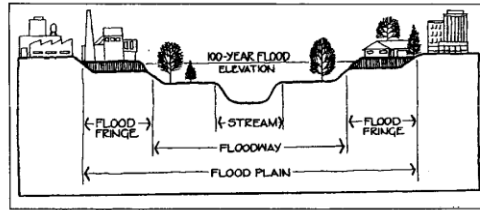
Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term "floodplain management regulations" describes such federal, state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and/or nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (regulatory floodway) means the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). Letters of map revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

Floodway, Floodplain, Flood Fringe



Floor area, gross, means the total area of a building measured by taking the outside dimensions of the building at each floor level, or from the centerlines of walls separating two buildings and excluding areas used exclusively for the service of the building such as mechanical equipment spaces and shafts, elevators, stairways, escalators, ramps, loading docks, cellars, unenclosed porches, attics not used for human occupancy, any floor space in accessory buildings, or areas within the building which are intended for the parking of motor vehicles.

Floor area ratio means the ratio of floor area to lot area, commonly referred to as FAR.

Flow line means the low point within a street section wherein water is intended to collect and flow, typically the gutters along each edge of pavement.

Food and beverage processing facility (major) means a manufacturing establishment packaging, producing or processing foods for human consumption and certain related products and includes, but is not limited to, the following: bakery products, sugar and confectionary products (except facilities that produce goods only for on-site sales and not wider distribution); dairy products processing; fats and oil products (not including rendering plants); fruit and vegetable canning, preserving and related processing; grain mill products and by-products; meat, poultry and fish canning, curing and by-product processing (not including facilities that also slaughter animals); and miscellaneous food preparation from raw products, including catering services that are independent from food stores or restaurants.

Food and beverage processing facility (minor) means a manufacturing establishment primarily for packaging, producing or processing foods for human consumption that meets the definition of food and beverage processing (major) but which also dedicates a portion of the building footprint's square footage (a minimum of ten percent, up to 50 percent) to sales of food, beverages and/or other retail for on-premises purchase and/or consumption; and which occupies a site of three acres or less; and which cannot generate offensive odors, emissions, traffic or other off-site impacts or shall otherwise be considered a major food processing facility.

Frame means a complete, static display screen on an electronic message display.

Frame effect means a visual effect on an electronic message display applied to a single frame to attract the attention of viewers.

Fraternities and sororities means student organizations established primarily to promote friendship and welfare among the members and which shall provide a place of residence for members.

Freeboard means the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood, such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

Freestanding sign means a sign which is not attached to any building. A freestanding sign shall include, but is not limited to, a pole, monument, a canopy and freestanding wall sign. A sign that extends more than four feet from a wall but is attached and/or is part of a canopy or an awning shall be considered a freestanding sign.

Freestanding wall or fence means either a wall that is not attached to a building or a wall attached to a building that projects more than four feet beyond the exterior wall of the habitable portion of the building.

Frontage lot/property means that portion of a lot that is directly adjacent to a public street.

Funeral home or mortuary means a building or part thereof used for human funeral services, which may contain space and facilities for services used in preparation of the dead for burial; the storage of caskets, urns and other related funeral supplies; and the storage of funeral vehicles. Funeral homes shall not include crematoriums as accessory uses.

Garage or yard sale means the occasional sale of new or used goods at a residence, which may be held outside and/or within a garage or accessory building and which shall occur no more than two times during a calendar year, for no more than three consecutive days each time, within any consecutive 12-month period.

Gas means all natural gases and all hydrocarbons not defined as oil.

General Improvement District #1 means that 19-block district bounded by 11th Street to the south, 6th Street to the north, 7th Avenue to the east and 11th Avenue to the west, excluding city Block 35.

Geologic hazard means a geologic condition which is adverse to current or foreseeable future construction or land use associated therewith, constituting a hazard to public health and safety or property, including, but not limited to, landslide, rock fall, subsidence, expansive soils, slope failure, mudflow or other unstable surface or subsurface conditions.

Ghost sign means old hand-painted signage that has been preserved on a building for an extended period of time, whether by actively keeping it or choosing not to destroy it.

Glare means a sensation of brightness within the visual field that causes annoyance, discomfort or loss in visual performance and visibility.

Grade means the average elevation of the finished surface of the ground, paving or sidewalk with a radius of five feet from the base of the structure.

Graphics means drawings, decals, paint or illustrations.

Gravel means inert materials such as loose fragments of rock larger than "pea" size and commonly used as parking surface material.

Gross floor area (see *Floor area*).

Gross land area means the total land area of a site or property, including land to be dedicated for streets and other public purposes.

Ground cover means those materials used to provide cover of the soil in landscaped areas and shall include river rock, cobble, boulders, patterned concrete, grasses, flowers, low growing shrubs and vines and those materials derived from once-living things, such as wood mulch.

Ground kites are freestanding frames usually covered with flexible fabric and designed to be animated by the wind to attract attention.

Group home means a residence operated as a single dwelling housing no more than eight individuals, licensed by or operated by a governmental agency, for the purpose of providing special care or rehabilitation due to physical condition or illness, mental condition or illness, or social or behavioral problems, provided that authorized supervisory personnel are present on the premises. The term "group home" shall not include alcoholism or drug treatment centers, work release facilities or other housing facilities serving as an alternative to incarceration. Group homes which are mandated by federal or state regulations shall be permitted as required by law.

Group home, over eight residents, means an institutional facility for more than eight individuals, licensed by or operated by a governmental agency, for the purpose of providing special care or rehabilitation due to physical condition or illness, mental condition or illness, social or behavioral problems, for alcoholism or drug treatment, or work release facilities.

Guest means a person who is visiting at the principal or primary home of another person for up to 30 days, and which home is not the principal or primary home of the guest.

Habitat means areas that contain adequate food, water and cover to enable one or more species of wildlife to live in or use the area for part of all of the year and which typically consists of natural or planted vegetation, along with one or more sources of water available in the area or adjacent areas.

Habitat, aquatic, means areas which are typically adjacent to sub-irrigated areas or standing or flowing water and which can be identified by the presence of water at or near the ground surface, including streams, rivers, creeks, lakes, ponds, reservoirs, wetlands, marshes, springs, seep areas, bogs and riparian areas.

Habitat, terrestrial, means trees, shrubs, grasses, forbs and legumes which provide food and/or cover for one or more species of wildlife.

Hazard means any structure or use of land which endangers or obstructs the airspace required for aircraft in landing, take-off and maneuvering at the airport.

Hazard to air navigation means an obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Hazardous material means any substance or materials that, by reason of their toxic, caustic, corrosive, abrasive or otherwise injurious properties, may be detrimental or deleterious to the health of any person handling or otherwise coming into contact with

such material or substance, or which may be detrimental to the natural environment and/or wildlife inhabiting the natural environment.

Health club means those private establishments intended for the purpose of improving or maintaining a person's physical health and well-being, including, but not limited to, private gymnasiums, private athletic, health or recreational gyms, reducing salons and weight control establishments.

Height (see *Building height*).

Height, for the purposes of determining the height limits in all zones set forth in article III of chapter 8 of this title and shown on the Greeley-Weld County Airport Zoning Map, shall be the mean sea level elevation unless otherwise specified.

Heliport means an area licensed for the loading, landing and takeoff of helicopters, including auxiliary facilities such as parking, waiting rooms, fueling and maintenance equipment.

Helistop means a heliport without auxiliary facilities.

High density area, as used in chapter 18 of this title, means an area determined at the time the well is permitted on a well-by-well basis, by calculating the number of occupied building units within the 72-acre area defined by a 1,000-foot radius from the wellhead or production facility and means any tract of land which meets one of the following:

- (1) Thirty-six or more actual or platted building units within a 1,000-foot radius, or 18 or more building units are within any semi-circle of the 1,000-foot radius, at an average density of one building unit per two acres. If platted building units are used to determine density, then 50 percent of said platted units shall have building units under construction or constructed;
- (2) An educational facility, assembly building, hospital, nursing home, board and care facility or jail is located within 1,000 feet of a wellhead or production facility; or
- (3) If a designated outside activity area is within 1,000 feet of a wellhead or production facility, the area may become high density upon application and determination by the OGCC.

High impact areas, as used in chapter 13 of this title, means those designated areas which contain significant natural features which would be severely and negatively compromised by development. Such areas are identified on the areas of ecological significance map.

High intensity use, for the purposes of chapter 11 of this title, means a use expected to have a significant effect on adjacent properties as determined on table 24-1144.6, required buffer yards.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Hillside development means development in areas which contain existing, natural slopes in excess of 15 percent.

Historic district means a geographically definable area with a concentration of buildings, structures, sites, spaces or objects unified by past events, physical

development, design, setting, materials, workmanship, sense of cohesiveness or related historical and aesthetic associations, that is recognized through listing in a local, state or national landmarks register.

Historic preservation means the protection, rehabilitation and/or restoration of districts, buildings, structures and artifacts which are considered significant in history, architecture, archaeology or culture.

Historic property means the resources of the city, both public and private, including buildings, homes, replicas, structures, objects, properties, parks, land features, trees and sites that have importance in the history, architecture, archaeology or culture of the city, state or nation, as determined by the historic preservation commission.

Historic sign means a sign that has been officially designated as an historic landmark.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Holiday decorations means temporary decorations, lighting or displays which are clearly incidental and customary and commonly associated with any national, state, local, religious or commonly celebrated holiday and which contain no commercial message.

Home occupation means an occupation, profession, activity or use conducted within a residential dwelling unit that is incidental and secondary to the use of a residential dwelling unit, which does not alter the exterior of the property or affect the residential character of the residential environment and which meets the provisions of this article.

Home occupation, rural, means an accessory use to a farming operation or a nonfarm household located in a rural area, designed for gainful employment involving the sale of agricultural produce grown on the site, conducted either from within the

dwelling and/or from accessory buildings located within 500 feet of the dwelling occupied by those conducting the rural home occupation.

Homeowners' association means an association of homeowners or property owners within a development, typically organized for the purpose of enforcement of private covenants and/or carrying out the maintenance of common areas, landscaping, parks, building exteriors and streets.

Horizontal surface means a horizontal plane 150 feet above the established airport elevation, the perimeter of which in plain view coincides with the perimeter of the horizontal zone (4,808 feet above sea level).

Hospital means a facility providing health services primarily for in-patients and medical or surgical care of the human sick and injured, including as an integral part, such related facilities as laboratories, out-patient services, rehabilitation and recovery services, training facilities, central service facilities and staff offices.

Hospital, nursing home, board and care facilities, as used in chapter 18 of this title, means buildings used for the licensed care of more than five in-patients or residents.

Hotel or motel means a facility offering furnished lodging accommodations on a daily or weekly rate to the general public, for which a lease or deposit is not required and which may provide additional services, such as restaurants, meeting rooms and recreational facilities. Rental of a hotel or motel room on a daily basis shall not occur more than twice during any 24-hour period.

Household pet means any nonvenomous species of reptile and any domestic dog, cat, rodent, primate or bird over the age of four months, which is typically kept indoors. For the purposes of this definition, guide or assistance animals shall not be considered household pets.

Human sign means a person carrying or wearing a sign.

Hydric soils means soils which are saturated, or nearly so, during all or part of the year.

Hydrophilic plant populations means vegetation that requires standing or flowing water, or saturated or nearly saturated soils in order to grow.

Ideological sign means a sign which is not used for the purpose of advertising, identifying or announcing any commercial product, goods, establishment, facilities or services and which conveys ideas, philosophy or religious or political views not related to a specific election.

Illumination means the use of artificial or reflective means for the purpose of lighting a sign.

Imitating sign means signs which purport to be, are an imitation of, or resemble an official traffic sign, signal or equipment which attempt to direct the movement of pedestrian or vehicular traffic using such words as "Stop," "Danger" or "Caution" to imply a need or requirement to stop, or a caution for the existence of danger, such as flashing red, yellow and green (see *Flashing or animated*).

Incidental sign means nondescript signs, emblems or decals attached to a permanent structure informing the public only of those facilities or services available on the premises, such as a credit card sign or a sign indicating hours of business.

Indirect lighting means reflected light or lighting directed toward or across a surface.

Individual letters (see *Channel letters*).

Infill means a lot, or grouping of lots or tracts of land, with at least 60 percent of their perimeter boundary adjacent to existing development. If a right-of-way at least 120 feet in width or streets designated on the comprehensive transportation plan, as major collectors or arterial streets are adjacent to the subject lot, lots across such a street shall be excluded for the purposes of determining infill and at least 60 percent of the remaining boundaries of the site shall be adjacent to existing development for the lot to be determined to be infill.

Inflatable sign or *inflatable object* means any object filled with air or other gas, including balloons, which characterize a commercial symbol or contain a message.

Inspector, city, as used in chapter 18 of this title, means any person designated by the city manager or the city manager's designee, who shall have the authority to inspect a well site to determine compliance with chapter 18 of this title and other applicable ordinances of the city.

Intensity means an expression of the level or nature of development in nonresidential developments, or zones or specific land uses which are expected to have a certain level of intensity.

Intermediate care facility means a facility that provides, on a regular basis, personal care, including dressing and eating and health-related care and services, to individuals who require such assistance but who do not require the degree of care and treatment that a hospital or nursing care facility provides.

Internal illumination means a light source that is contained within the sign itself, or where light is visible through a translucent surface.

Irrigation system means an automatically- or manually-controlled sprinkler system that supplies water to support vegetation.

Jail, as used in chapter 18 of this title, means those structures where the personal liberties of occupants are restrained, including, but not limited to, mental hospitals, mental sanitariums, prisons and reformatories.

Joint identification sign means a sign, structure or surface which serves as a common or collective identification for two or more uses on the same premises (see *Multi-tenant sign*).

Junk or *refuse* means garbage and all other waste matter or discarded or unused material such as, but not limited to, salvage materials, scrap metal, scrap materials, bottles, tin cans, paper, boxes, crates, rags, used lumber and building materials; manufactured goods, appliances, fixtures, furniture, machinery, motor vehicles or other such items which have been abandoned, demolished or dismantled, or are in such a condition as to be unusable for their original use, but may be used again in present or different form for a new use; discarded or inoperable vehicles, machinery parts and tires; and other materials commonly considered to be refuse, rubbish or junk.

Junkyard means an industrial use for collecting, storing or selling scrap metal or discarded material or for collecting, dismantling, storing, salvaging or demolishing vehicles, machinery or other material and including the sale of such material or parts.

Kennel means a land use designation independent of or in conjunction with another land use and also means any premises, operated for compensation, where four or more dogs, cats or other household pets over three months of age are kept for the purpose of boarding, raising, sale, breeding, training, showing, treatment, day care or grooming, whether in special structures or runs or not.

Kiosk means a freestanding structure upon which temporary information and/or posters, notices and announcements are posted.

Land use means the way land is occupied or utilized.

Landing means a level part of a flight of stairs.

Landscape plan means a plan showing the treatment of all open space areas, parking lots, parking areas, areas adjacent to the public right-of-way and other landscaped areas, which may include any combination of living plants, such as trees, shrubs, vines, ground covers, flowers or grass; natural features, such as rock, stone, bark chips or shavings; and structural features, including, but not limited to, fountains, reflecting pools, screening walls, fences and benches. The landscape plan may include a perimeter treatment plan as defined in these definitions and shall delineate species, size and location of all landscape elements.

Landscaped area means an area for the planting of trees, shrubs, ground cover or a combination thereof and which is defined by an edge strip material or the adjacency of sod or lawn area.

Landscaping means any combination of living plants, such as trees, shrubs, vines, ground covers, flowers or grass; natural features, such as rock, stone, bark chips or shavings; and structural features, including, but not limited to, fountains, reflecting pools, screening walls, fences and benches. Landscaping shall not be covered with parking or outdoor displays.

Large retail use means a retail use or any combination of retail uses in a single building occupying more than 40,000 square feet of gross floor area.

Larger than utility runway means a runway that is constructed for and intended to be used by propeller driven aircraft of greater than 12,500 pounds maximum gross weight and jet powered aircraft.

Leading edge of means the point of a sign, including its support structure, nearest to the public right-of-way.

Legal description means a land description recognized by law, including the measurements and boundaries.

Legally nonconforming sign is a sign that was lawfully constructed prior to the most recent enactment of this article and has been maintained as a sign, but which no longer complies with the provisions of chapter 17 of this title as amended.

Legible means a sign capable of being read with certainty without visual aid by a pedestrian of normal visual acuity.

Letter of map revision (LOMR) means FEMA's official revision of an effective flood insurance rate map (FIRM) or flood boundary and floodway map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations (BFEs) or the special flood hazard area (SFHA).

Letter of map revision based on fill (LOMR-F) means FEMA's modification of the special flood hazard area (SFHA) shown on the flood insurance rate map (FIRM) based on the placement of fill outside the existing regulatory floodway.

Levee means a manufactured structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee or levees, and associated structures such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Live plantings means trees, shrubs and organic ground cover which are in healthy condition.

Livestock means animals typically related to agricultural or farming uses, including, but not limited to, chickens, swine, sheep, goats, horses, cattle, yaks, alpacas and emus.

Living unit means any habitable room or group of rooms forming a single habitable unit, used or intended to be used for living and sleeping, but not for cooking or eating.

Loading space or zone means an off-street space or berth used for the loading or unloading of cargo, products or materials from vehicles.

Local government designee, as used in chapter 18 of this title, means the office designated to receive, on behalf of the local government, copies of all documents required to be filed with the local governmental designee pursuant to the rules of the OGCC.

Local street (see *Street*).

Long-term care facility means a health institution that is planned, organized, operated and maintained to provide facilities and services to inpatients who require care on a full-time basis, including continuum care facilities, hospices, congregate and nursing care facilities.

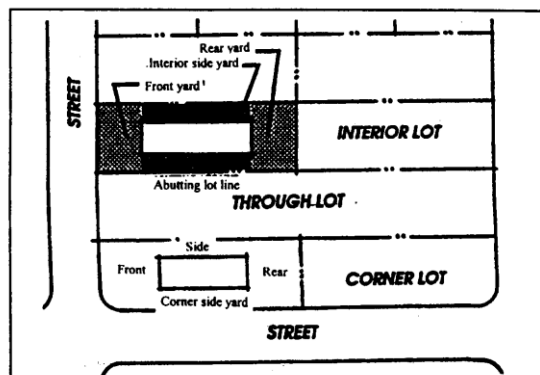
Loss means a change in wildlife resources due to development activities, that is considered adverse and which would:

- (1) Reduce the biological value of habitat;
- (2) Reduce the numbers of species;
- (3) Reduce population numbers of species;
- (4) Increase population numbers of nuisance/generalist species;
- (5) Reduce the human use of wildlife resources; or

(6) Disrupt ecosystem structure and function.

Lot means a parcel of land, established by a subdivision plat, having a minimum width of at least 20 feet, which shall be located on either a public right-of-way or on a legal and perpetual access and which is occupied or designed to be occupied by one or more principal buildings, structures or uses.

Types of Lots



Lot area means the total square footage or acreage contained within lot lines.

Lot, corner, means a lot abutting on and at the intersection of two or more streets.

Lot coverage (see Coverage).

Lot depth means the average distance between the front and rear lot lines.

Lot, double frontage or through, means a lot that fronts upon two parallel streets or that fronts upon two streets that do not intersect at the boundaries of the lot. The lot line abutting the street which provides primary access shall be considered the front lot line.

Lot, interior, means a lot other than a corner lot, with frontage on only one street.

Lot line means a line dividing one lot from another lot, or from a street or alley.

Lot line, front, means the property line dividing a lot from a street. On a corner lot, only one street lot line, which generally has the shorter street frontage, shall be considered as a front line.

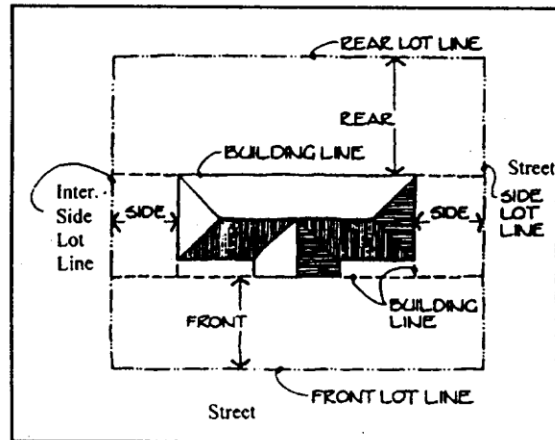
Lot line, interior side, means a side lot line which is adjacent to a side lot line of another lot.

Lot line, rear, means the line opposite the front lot line. Where the side lot lines meet in a point, the rear lot line shall be assumed to be a line not less than ten feet long, lying within the lot and parallel to the front lot line.

Lot line, side, means any lot lines other than the front or rear lot line.

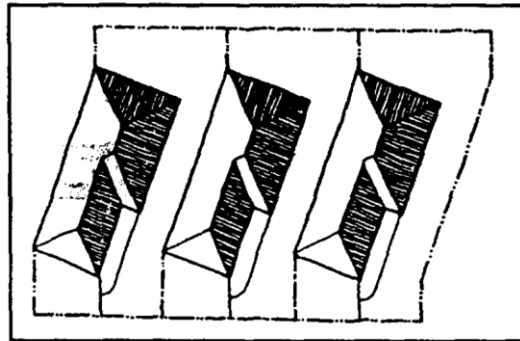
Lot line, street side, means a side lot line which separates the lot from a street.

Lot and Building Lines



Lot line, zero, means the location of a building on a lot in such a manner that one or more of the building's sides rests directly on a lot line, provided that separations or setbacks between buildings meet all applicable building and fire code provisions.

Zero Lot Line Development



Low intensity use, for the purposes of chapter 11 of this title, means a use expected to have a limited effect on adjacent properties as determined on table 24-1144.6, required buffer yards.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, shall not be considered a building's lowest floor, provided that such enclosure shall not be built so as to render the structure in violation of the applicable design requirements of division 2 of article III of chapter 8 of this title, floodplain overlay.

Low-water adaptive plants means those plants which have or can adapt to low levels of irrigation water.

Maintenance, as used in this article, means measures to protect and stabilize a property, including ongoing upkeep, protection and repair of historic materials and features. The term "maintenance" shall include the limited and responsive upgrading of

mechanical, electrical and plumbing systems and other code-required work to make a property safe and functional.

Maintenance of landscaping means, but not be limited to, regular watering, mowing, pruning, fertilizing, clearing of debris and weeds, the removal and replacement of dead plants and the repair and replacement of irrigation systems.

Maintenance of a sign means cleaning, repairing, painting or replacement of defective parts in a manner that does not alter the dimension, material or structure.

Major alteration, for the purposes of this article, means a modification to a structure that has potential to significantly alter the character of the property and, includes, but is not limited to, window replacement; building addition; porch enclosure; reconstruction of a portion of the primary building; addition of dormers or other alteration to the roofline; reconstruction of features on a building; material replacement with a different material (e.g. siding, etc.); alteration or replacement of a character-defining feature; demolition; relocation; and new construction. Major alterations include any modification that is not considered maintenance or a minor alteration.

Manufactured home (see *Dwelling or residence, single-family*).

Manufacturing means the mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products and the blending of materials such as lubricating oils, plastics or resin.

Mass means the total volume in size and height of a building or structure.

Material safety data sheet (MSDS) means a form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment and spill-handling procedures.

Mean sea level means, for the purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

Mechanical equipment means any and all equipment ancillary to the use or function of a building and/or structure, including, but not limited to, heating or cooling equipment, pool pumps and filters, electrical equipment, transformers, exhaust stacks and roof vents.

Medical or dental clinic or office means the office of practitioners of the healing arts, where the practitioner employs more than one person, the primary use is the delivery of health care services and no overnight accommodations are provided.

Medium intensity use, for the purposes of chapter 11 of this title, means a use expected to have a moderate effect on adjacent properties as determined on table 24-1144.6, required buffer yards.

Membership clubs and facilities means golf courses, tennis courts, swimming pools, country clubs and recreational facilities for fraternal organizations, all of which are

owned and operated with a limited membership or by private individuals who own the facilities and are the sole users of them.

Menu board means a permanently mounted sign which lists the products or services available at a drive-in or drive-thru facility and not legible from the right-of-way.

Midpoint means that point equidistant from the foundation at ground level, to the apex of the roof, excluding roof structures, stairways, parapet walls, towers, flagpoles, chimneys or similar structures.

Mid-range expected service area means the growth area capable of accommodating the estimated increase in development in the city in the next five years.

Mineral owner means any person having title or right of ownership in subsurface oil and gas or leasehold interest therein.

Minor alteration, for the purposes of this article, means a modification to a structure that does not significantly alter the character of the property and includes, but is not limited to, replacement of roof; installation and repair/replacement of gutters if exterior trim elements are not altered; reconstruction and/or repair of portions of secondary structures; addition or replacement of storm windows and doors to existing windows and doors; repair or replacement of architectural elements with the same material, design, size, color and texture; replacement of less than 50 percent of a porch railing; replacement of original material with the same material (e.g., replacing a portion of wood siding with wood siding of same size, profile, type); removal of non-original material, such as vinyl, aluminum, etc.; adding awnings; repointing masonry; and signs requiring a permit.

Minor subdivision means a subdivision procedure that may be used for division of a parcel of land of two acres or less into not more than five lots which are intended for residential use; or of five acres or less into not more than three lots which are intended for commercial or industrial use; or for the creation of lots not less than 80 acres in size, the plat of which does not propose new public streets or municipal financial participation in any public improvements required as a result of said proposed plat. A minor subdivision may also be used for the aggregation of not more than five parcels into one or more parcels, the dedication and/or vacation of easements, the division of a parcel of land into townhouse lots, adjustments to lot lines and to correct errors in surveys or plats.

Mitigation means a mechanism for addressing undesirable impacts on fish, wildlife, plants, habitat and other natural resources. Mitigation may be accomplished in several ways, including reducing, minimizing, rectifying, compensating or avoiding impacts. The term "mitigation" may include:

- (1) Avoiding the impact altogether by not taking a certain action or parts of an action;
- (2) Minimizing impacts by limiting the degree or magnitude of the action and its implementation;
- (3) Rectifying the impact by repairing, rehabilitating or restoring the affected environment;

- (4) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; or
- (5) Compensating for the impact by replacing or providing substitute resources or environments.

Mixed-use means a building or structure that contains two or more different uses, one of which shall be residential.

Mobile home means a detached, single-family housing unit that does not meet the definition of single-family dwelling or residence set forth in these definitions and which has all of the following characteristics:

- (1) Designed for a long-term occupancy and containing sleeping accommodations, a flush toilet, a tub or shower bath and kitchen facilities and has plumbing and electrical connections provided for attachment to outside systems;
- (2) Designed to be transported after fabrication on its own wheels, on a flatbed or other trailers or on detachable wheels;
- (3) Arrives at the site where it is to be occupied as a complete unit and is ready for occupancy except for minor and incidental unpacking and assembly operations, location on foundation supports or jacks, underpinned, connections to utilities and the like;
- (4) Exceeding eight feet in width and 32 feet in length, excluding towing gear and bumpers; and
- (5) Is without motive power.

Mobile home accessory building or structure means a building or structure that is an addition to or supplements the facilities provided in a mobile home. It is not a self-contained, separate, habitable building or structure. Examples are awnings, cabanas, garages, storage structures, carports, fences, windbreaks or porches and patios that are open on at least three sides.

Mobile home park or community means a site or tract of land, at least eight acres in size, held under one ownership, which is suited for the placement of mobile homes.

Mobile home park or community, existing, means a mobile home park or community for which the construction of facilities for servicing the lots on which the mobile homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) are completed before the effective date of the ordinance codified in this Development Code.

Mobile home park or community, expansion to, means the preparation of additional sites by the construction of facilities for servicing the lots on which the mobile homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).

Mobile home site means a plot of ground within a mobile home community designed for the accommodation of one mobile home and its accessory structures.

Model home means an unoccupied dwelling unit built on a site in a development for display and/or sales purposes and which may include an office solely for the

development in which it is located, and which typifies the units that will be constructed in the development.

Moderate impact areas, as used in chapter 13 of this title, means those designated areas which contain significant natural features which would be moderately and negatively compromised by development. Such areas are identified on the areas of ecological significant map.

Monoculture means the extensive use of the same species of plant materials.

Monument sign means a freestanding sign supported primarily by an internal structural framework or other solid structure features where at least 60 percent of the base of the sign is in contact with the ground.

Moving/relocating means lifting a building, structure or object from the existing location and taking it to a new location.

Multi-tenant sign means a sign which serves as a common or collective identification for two or more uses on the same premises (see *Joint identification sign*).

Multiple use means a site, tract of land or development that contains more than one type of land use, including, but not limited to, residential, office, retail or industrial uses.

Mural means a graphic displayed on the exterior wall of a building, generally for the purposes of decoration or artistic expression, including, but not limited to, paintings, frescoes or mosaics, with the exception that any portion of the mural that references the business name, logo, words, text or brand-specific merchandise shall be considered a sign.

Nameplate sign means a door entrance sign indicating the name and address of a building or the name of an occupant.

National Flood Insurance Program (NFIP) means FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act. The NFIP has applicable federal regulations promulgated in title 44 of the Code of Federal Regulations. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

Natural area means aquatic or terrestrial habitats or areas which exist in their natural condition and which have not been significantly altered by human activity.

Natural area corridor means an aquatic or terrestrial corridor that connects one or more natural areas or habitats together.

Natural feature means those features which give an area its general appearance and ecological character and which attract or support the wildlife species that use or inhabit the area.

Neighborhood means the land area which is in the vicinity of the lot, tract or parcel of land in question and which will be affected to a greater extent than other land areas in the city by uses which exist on the lot or are proposed for it. A neighborhood also includes lots which are adjacent to one another and have a community of shared interest.

Neon means a sign illuminated by a light source consisting of a neon or gas tube that is bent to form letters, symbols or other shapes.

New construction means structures for which the start of construction commenced on or after the effective date of the ordinance codified in this article.

Newspaper and publishing plants means industrial facilities used for printing newspapers and large quantities of other printed materials, such as books, posters, leaflets and reports and which may include facilities for the shipping and receiving of materials and products.

Nits means a unit of measurement of luminance, or the intensity of visible light, where one nit is equal to one candela per square meter.

Nomination, for the purposes of this article, means the process of filing an application for designation.

Nonconforming means any building, structure or use that does not conform to the regulations of this Development Code, but which was lawfully constructed, established and/or occupied under the regulations in force at the time of construction or initial operation.

Noncommercial sign (see also *Residential complex, subdivision or residential identification sign*).

Nonconforming sign (see *Legally nonconforming sign*).

Nonconforming mobile home communities means mobile home communities lawfully established and properly licensed by the city under the 1976 Code, or which were developed and used prior to and as of September 5, 1972, as a place where mobile homes were located for residential occupancy and, as of that date, the area must have been in compliance with any and all applicable city or county ordinances and regulations related to mobile home use of land.

Noncontributing buildings, sites and structures means those properties which do not share the architectural, historical or geographical characteristics of the historic district except for their physical presence within the district. These properties do not contribute to the historic district's characteristics. New construction shall be considered a noncontributing building or structure.

No-rise certification means a record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A no-rise certification must be supported by technical data and signed by a state-registered professional engineer.

Nursing home (see *Long-term care facility*).

Obstruction means any dam, wall, embankment, levee, dike, pile, abutment, projection, excavation channel rectification, culvert, building, fence, stockpile, refuse, fill, structure or matter in, along, across or projecting into any drain way, channel or watercourse, which might impede, retard or change the direction of a flow of water, either by itself or by catching or collecting debris carried by such water.

Obstruction, for the purposes of article III of chapter 8 of this title, means any structure, growth or other object including a mobile object which exceeds a limiting height set forth in section 24-786.

Office means a building or portion thereof where services are performed involving predominantly administrative, professional or clerical operations.

Official map means the map establishing the zoning classifications of all land in the city and showing all amendments to zoning classifications as they may be adopted.

Off-premises advertising device means a sign or device that advertises a business establishment, good, facility, service or product which is not sold or conducted on the premises on which the sign or device is located and which may be designed to change copy on a periodic basis.

Off-street parking areas (see *Parking*).

Oil means crude petroleum oil and any other hydrocarbons, regardless of gravities, which are produced at the well in liquid form by ordinary production methods, and which are not the result of condensation of gas before or after it leaves the reservoir.

Oil and gas operations means exploration for oil and gas, including the conduct of seismic operations and the drilling of test bores; the siting, drilling, deepening, recompletion, reworking or abandonment of an oil and gas well, underground injection well or gas storage well; production operations related to any such well including the installation of flowlines and gathering systems; the generation, transportation, storage, treatment or disposal of exploration and production wastes; and any construction, site preparation or reclamation activities associated with such operations.

On-premises sign means a sign which advertises or directs attention to a business, product, service or activity which is available on the premises where the sign is located.

Opacity means the degree or extent that light is obscured.

Open space, common, means a common area permanently set aside for the common use and enjoyment of residents or occupants of a development or members of a homeowners' association, which open area may be landscaped and/or left with natural vegetation cover and which may include swimming pools and other recreational leisure facilities; areas of scenic or natural beauty and habitat areas; hiking, riding or off-street bicycle trails; and landscape areas adjacent to roads which are in excess of minimum required rights-of-way.

Open space, private or on-lot, means an outdoor area not intended for habitation, directly adjoining a dwelling unit or building, which is intended for the private enjoyment of the residents or occupants of the adjacent dwelling unit or building and which is defined in such a manner that its boundaries are evident. Private or on-lot open space may include lawn area, decks, balconies and/or patios.

Open space, usable, means that portion of a lot excluding the required front yard area which is unoccupied by principal or accessory buildings and available to all occupants for the building for use for recreational and other leisure activities normally carried on outdoors. The area shall be unobstructed to the sky and shall have a minimum dimension of 50 feet and a minimum area of 6,000 square feet. Usable open space shall also include recreational facilities as determined in article VI of chapter 8 of this title.

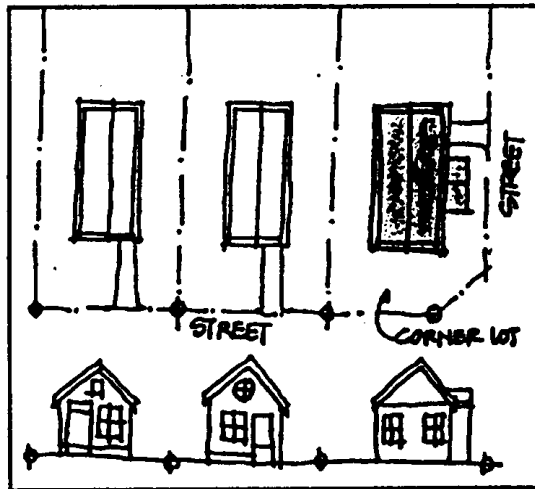
Operating plan, as used in chapter 18 of this title, means a general plan which describes an oil and gas exploration and production facility identifying purpose, use,

typical staffing pattern, seasonal or periodic considerations, routine hours of operation, source of services and infrastructure, any mitigation plans and any other information related to regular functioning of that facility.

Operator, as used in chapter 18 of this title, means the person designated by the owner or lessee of the mineral rights as the operator and so identified in oil and gas conservation commission applications.

Oriented means to locate or place a building or structure in a particular direction on a lot or site which shall generally be parallel to the adjacent street.

Buildings Oriented to the Street



Ornamental tree means a deciduous tree planted primarily for its ornamental value or for screening and which will typically be smaller than a shade tree.

Outdoor display means the display of products for sale outside a building or structure in areas to which customers have access, including vehicles, garden supplies, tires, motor oil, boats, aircraft, farm equipment, motor homes, burial monuments, building and landscape materials and lumber yards. Outdoor display areas in vehicular parking areas shall not impede access or reduce the number of required parking spaces.

Outdoor storage means the keeping, outside a building, of any goods, material, merchandise or vehicles in the same place for more than 24 hours. Outdoor storage shall not include the storing of junk or the parking of inoperable motor vehicles. Storage of commercial recreational vehicles/equipment, boat and personal vehicles are excluded from this definition.

Outlot means a tract of land platted in a subdivision for a specific purpose which shall be shown on the face of the plat. Specific purposes may include, but are not limited to, drainage areas, stormwater detention or retention areas, parks, open space, future development or land areas reserved for other public facilities.

Overlay district means a zoning district classification which encompasses a defined geographic area and imposes additional requirements above that required by the underlying zoning.

Parapet wall means an extension of the fascia wall above the roofline, which appears architecturally contiguous.

Parcel means a unit or contiguous units of land in the possession of, or recorded as the property of one person, partnership, joint venture, association or corporation, or other legal entity.

Park means any dedicated and accepted public or private land available for recreational or scenic purposes.

Parking means the parking or leaving of an operable, licensed vehicle, current in its registration, for a temporary period.

Parking areas or lots means areas designed, used, required or intended to be used for the parking of motor vehicles, including driveways or access ways in and to such areas but excluding public streets and rights-of-way.

Parking lot or structure means a parcel of land devoted to parking spaces as set forth by the parking standards of the city.

Parking, shared, means the development and use of parking areas on two or more separate properties for joint use by the uses on those properties.

Parking slab means a paved parking space located off-street and designed to accommodate two standard-sized motor vehicles as provided in the off-street parking and loading requirements chapter of this Development Code.

Parking space means a space or stall within a parking area established in conformance with this Development Code.

Parking space, storage, means a space for the storage of operable, licensed vehicles, current in registration, including recreational vehicles or equipment, for a period of 30 days or longer.

Parkway means the strip of land located between the sidewalk and the curb.

Party-in-interest means the applicant, developer or subdivider of a development application or a citizen of the city who provided verbal or written comments at the hearing on the development application, who may appeal decisions as provided for in chapter 7 of this title.

Path or pathway means a designated route or path for nonmotorized use such as for walking or bicycling. Paths may include both sidewalks and trails.

Patio means a hard-surfaced outdoor area adjoining a mobile home site not covered by a mobile home and not used for parking.

Pedestrian plaza means that area of 8th Street Plaza between the west right-of-way line of 8th Avenue and the east right-of-way line of 9th Avenue and the mid-block access between the 9th Street Plaza and the 8th Street Plaza.

Pennants means any long, narrow, usually triangular flag typically made of lightweight plastic, fabric or other material, and not containing a message, image or representative symbol, usually found in a series on a line and designed to move in the wind.

Perimeter treatment plan means a plan designed for the installation and perpetual maintenance of improvements intended to provide visual and noise protection for the outer edges of developments which border arterial or major collector streets. Said plan shall include materials, techniques and sizes of buffering treatments, such as landscaping, fencing, screen walls, berms or a combination thereof sufficient to provide adequate buffering. The perimeter treatment plan may be incorporated into and shown on the landscape plan.

Permanent sign means a sign attached to a building, structure or the ground in a manner that precludes ready removal or relocation of the sign.

Permitted sign means a sign having a legal permit issued in accordance with the provisions of chapter 17 of this title.

Permitted use means a use allowed in a zoning district and subject to the restrictions which apply to that district.

Permitted use, design review, means a use allowed in a zoning district and subject to the restrictions and design review criteria which apply to that district and land use.

Person means any person, firm, association, organization, partnership, business, trust, corporation, company, contractor, supplier, installer, user or owner or any representative, officer or employee thereof.

Personal service shops means shops primarily engaged in providing services generally involving the care of the person, such as portrait and photographic studios, massage therapists, barber, beauty and nail salons, shoe and watch repair, travel agencies and similar services, but excluding adult business, service or entertainment establishments.

Physical map revision (PMR) means FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations and/or planimetric features.

Planned unit development (PUD) means a development planned, designed and constructed with specific standards as an integral unit and which typically consists of a combination of uses on land within a PUD district and provides for an equivalent level of standards.

Planned unit development, final plan, means a site-specific development plan which describes all details for a specific site and which shall require detailed engineering and design approval as provided in article II of chapter 8 of this title.

Planned unit development, master plan, means a plan required for properties which are intended to be developed over time and which shall include general information on street pattern, school sites, parks or other public areas or facilities and land uses and utility systems within the area surrounding a proposed PUD.

Planned unit development, preliminary plan, means a plan that specifies the range of land uses and general layout of improvements, landscaping and buffering, circulation, setbacks, open space and height and massing of buildings and structures proposed for the site.

Planning commission means the planning commission of the city.

Plat means a subdivision map or plan of property.

Plat, filing, means a subdivision map used in conjunction with a planned unit development, to identify the legal boundaries of a lot or grouping of lots.

Plat, final, means a completed map of a subdivision setting forth fully and accurately all legal and engineering information, survey certification and any accompanying materials as required by chapter 4 of this title.

Plat, preliminary, means a proposed subdivision map and any accompanying materials as required by chapter 4 of this title, which provide sufficiently detailed information so that preliminary agreement as to the form and content of the plat, within the objectives of chapter 4 of this title, may be reached between the subdivider and the city.

Pole sign means a sign that is affixed, attached or mounted on a freestanding pole or structure that is not itself an integral part of or attached to a building or structure.

Portable sign means a sign that is not permanently affixed to a building, structure or the ground and that is easily moved, such as a sandwich board sign.

Practicable means capable of being done within existing constraints including environmental, economic, technological or other pertinent considerations.

Precision instrument runway means a runway having an existing instrument approach procedure utilizing an instrument landing system (ILS). It shall also mean a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

Premises means the land, site or lot at which, or from which, a principal land use and activity is conducted.

Preservation plan means the officially adopted document which provides information about local history and preservation programs and articulates city preservation goals and objectives and guides decisions and actions of the historic preservation commission and staff.

Primary entrance means the entrance to a building or structure which is intended to be the principal entrance and which shall typically be located on the front of the building or structure.

Primary surface means a surface longitudinally centered on a runway extending 200 feet beyond each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of a primary surface is:

- (1) 250 feet for runways having only visual approaches.
- (2) 1,000 feet for precision instrument runways.

Principal building or structure (see *Building*).

Private sale or event sign means a sign that provides information relating to a sale or event being held by an individual or group of individuals on private property, which may include, but not be limited to, a garage or yard sale.

Production facilities, as used in chapter 18 of this title, means all storage, separation, treating, dehydration, artificial lift, power supply, compression, pumping,

metering, monitoring, flow lines and other equipment directly associated with oil wells, gas wells or injection wells.

Prohibited activities sign means signs located on a property posting said property for warning or prohibition, such as "no hunting," "no swimming" or "no parking."

Projecting wall sign means any sign attached to a building and that extends more than 20 inches from the surface to which it is attached, but no more than four feet from the wall of the building. Signs projecting more than four feet from the building shall be considered freestanding signs.

Promotional association means an association that is incorporated within the state that organizes and promotes entertainment activities within a common consumption area and is organized or authorized by two or more people who own or lease property within an Entertainment District.

Public means a person, structure, activity or purpose owned or operated by a governmental agency or by a public nonprofit corporation with tax-exempt status under the federal Internal Revenue Code.

Public affairs sign means a sign erected and maintained by or on behalf of the government for civic purposes.

Public comment means any notation, observation, remark or recommendation made during a hearing by a member of the public in response to a proposed commission action.

Public hearing means a hearing held to allow interested persons to present their views before the zoning board of appeals, planning commission or city council. A public hearing is different from an open meeting which does not allow participation by the public.

Public improvement means any improvement required by chapter 4 of this title for which the city or a quasi-public agency agrees to assume responsibility for maintenance and operation, or which may affect an improvement for which the city or a quasi-public agency is already responsible. Such facilities include, but are not limited to, streets, parks, trails, drainage facilities, water and sewer facilities, gas, electricity, telephone, cable television and other utility facilities.

Public sign means signs required or specifically authorized for a public purpose by any law, statute or ordinance, including public directional signs on the right-of-way; signs which identify the city by name; signs that direct travelers to public buildings, parks or attractions; interpretative signs; way-finding signs, municipal uniform traffic control devices; and the like.

Public structure, activity or purpose means a structure, activity or purpose owned or operated by a governmental agency or by a public nonprofit corporation with tax-exempt status under the federal Internal Revenue Code, if the nonprofit corporation makes the structure or facility available for the use of all members of the public without regard to membership status.

Quasi-public means a structure, activity or purpose owned or operated by a nonprofit organization which obtains more than 51 percent of its funds from public funds.

Real estate model home sign means a sign identifying a model home within a subdivision and/or a temporary real estate sales office.

Real estate open house sign means a sign identifying that a building or portion of a building is available for inspection by prospective buyers or renters.

Real estate sign means a sign on the offered property which advertises the sale, rental, lease, transfer or exchange of the premises upon which said sign is located.

Recreational equipment means equipment intended for outdoor recreational use, including, but not limited to, snowmobiles, jet skis, all-terrain vehicles (ATVs), canoes and boats, and including the trailers for transporting such equipment (see also *Recreational equipment, major* and *Recreational equipment, minor*).

Recreational equipment, major, means boats that exceed 18 feet in length, utility trailers that exceed the dimensions of five feet by eight feet and enclosed utility trailers that exceed the dimensions of five feet by eight feet and are more than three feet in height.

Recreational equipment, minor, means boats that are 18 feet or less in length, utility trailers that are five feet by eight feet in size or less, canoes, snowmobiles, jet skis, all-terrain vehicles (ATVs) and similar small and low-profile outdoor recreational equipment.

Recreational facilities, indoor, means establishments primarily engaged in the operation of such indoor activities as exercise and athletic facilities, and amusement and recreational services, such as billiard and pool halls, skating rinks, exercise and health clubs and bowling alleys.

Recreational facilities, intensive, means those recreational facilities which are intensively used and create greater impacts, such as noise, lighting and traffic impacts. Such uses may include, but are not limited to, miniature golf courses, golf driving ranges, amusement parks, stadiums, go-cart and bumper car tracks, video arcades, slides, skateboard parks, swimming pools and playing fields for soccer, baseball, softball and football.

Recreational facilities, outdoor extensive, means establishments primarily engaged in the operation of large scale, low impact outdoor recreational facilities, including, but not limited to, hunting, fishing and riding clubs, golf courses and tennis courts.

Recreational vehicle means a vehicle which is designed, intended and used for the purposes of temporary living accommodation for recreation, camping and travel use, including, but not limited to, travel trailers, truck campers, camping trailers and self-propelled motor homes, horse trailers and bus campers. For the purposes of this definition, neither a pop-up trailer nor a truck topper accessory (also known as a camper shell) which is not higher than eight inches above the truck cab when installed shall be considered a recreational vehicle. A horse trailer used primarily for transport of horses and/or livestock to or from the site it is stored upon shall not be considered a recreational vehicle under this definition.

Recreational vehicle/equipment, boat and personal vehicle storage, means an unenclosed area for the purpose of storing non-commercial recreational vehicles, recreation equipment (ATVs, jet skis, trailers) boats or personal vehicles (cars and trucks).

Recreational vehicle (RV) park means any lot of land upon which two or more recreational vehicle or tent sites are located, established or maintained for occupancy by the general public as temporary living quarters for recreation or vacation purposes.

Recyclable material means reusable material, including, but not limited to, metals, glass, plastic and paper, which are intended for reuse or reconstitution for the purpose of using the altered form. The term "recyclable material" shall not include refuse or hazardous materials or the processing of recyclable materials.

Recycling and collection center means a facility used for the collection and/or processing of reusable material, including, but not limited to, metals, glass, plastic and paper.

Redevelopment District means all land located within the boundaries of the urban renewal area of the city, as it may be amended from time to time by the city council.

Refuse (see Junk).

Refuse transfer station means a facility for the purposes of separation, aggregation and/or compaction of solid waste prior to delivery to a landfill.

Register means a locally maintained list of properties designated as historic.

Rehabilitation center means a facility which provides treatment and care of persons in need of therapeutic and rehabilitative counseling for alcoholism and/or drug addiction, mental condition or illness, or social or behavioral problems, and which treatment may be on a 24-hour basis.

Rehabilitation center, outpatient, means a facility which provides treatment and care of persons in need of therapeutic and rehabilitative counseling for alcoholism and/or drug addiction, mental condition or illness, or social or behavioral problems, and which treatment shall occur on an outpatient basis with no overnight care or treatment permitted at the facility.

Rental equipment store means an establishment with the primary purpose of renting equipment, tools and supplies to the public, including, but not limited to, the rental of equipment and tools for construction, moving, floor and carpet care, lawn, garden, home and business; equipment for special events; and moving trucks and trailers.

Replica means any reconstruction or recreation of any buildings, structures or other resources deemed to be of historic importance by the historic preservation commission.

Research or testing laboratory means a building or group of buildings in which are located facilities for scientific research, investigation, testing or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

Residential complex, subdivision or residential identification sign means an on-site sign that identifies a specific residential complex or subdivision.

Restaurant means an establishment whose primary business is the preparation and serving of food to the public.

Restaurant, drive-in or drive-through, means an establishment where food and/or beverages are sold to the customer for consumption within the interior of the building, within exterior dining areas or off the premises by order from vehicular passengers,

where the product is delivered to the car and which includes a menu board, audio or video speakers and pick-up windows.

Restaurant, pick-up or take-out, means an establishment where food and/or beverages are sold in a form ready for consumption, where all or a significant portion of the consumption takes place or is designed to take place outside the confines of the restaurant, where ordering and pickup of food may take place from an automobile and which does not include a menu board and audio or video speakers.

Restaurant, standard, means any establishment whose principal business is the sale of foods and/or beverages to the customer and whose design or principal method of operation includes one or all of the following characteristics:

- (1) Customers, normally provided with an individual menu, are served their foods or beverages by a restaurant employee at the same table or counter at which the items are consumed.
- (2) A cafeteria-type operation where foods and beverages are consumed within the restaurant building.
- (3) A walk-up window or counter for the ordering and/or pick-up of food to be consumed on- or off-premises.

Restoration, as used in article III of chapter 8 of this title, means the reconstruction and repair of a building or structure, or portions of a building or structure, to the condition that existed prior to damage sustained to the building or structure. For the purposes of historic preservation, the term "restoration" means the reconstruction and repair of a building's or structure's original architectural features.

Retail, large use, means a retail use, or any combination of retail uses in a single building, occupying more than 40,000 square feet of gross floor area.

Retail sales means the business of selling products directly to the ultimate consumer for any purpose other than for resale.

Right-of-way means a right granted by a property owner and which is intended to be occupied by a street, sidewalk, railroad, utilities and other similar uses.

Riparian zone means an area where the presence of a surface and/or high subsurface water level permits the existence of increased vegetative diversity and abundance as contrasted to surrounding areas.

Roof sign means a sign that is mounted on the roof of a building or structure such as a portico which is wholly dependent upon a building for support and which projects above the parapet of a building with a flat roof, or above the peak of the roof of that portion of the roof on which the sign is placed.

Runway means a defined area on an airport prepared for landing and takeoff of aircraft along its length.

Satellite earth station antenna means a reflective surface configured in the shape of a shallow dish, cone, horn or cornucopia which shall be used to transmit and/or receive radio or electromagnetic waves between terrestrially and/or orbitally based uses, including, but not limited to, satellite earth stations, television reception only satellite dish antennas and satellite microwave antennas.

Scale means the proportional relationship of the size of a building or structure to its surroundings.

Scenic easement means an easement intended to preserve a view or scenic area.

School means any building or part thereof which is designed, constructed or used for education or instruction in any branch of knowledge.

School, adult, means a public or private school primarily teaching useable skills to adults, including, but not limited to, business, vocational, driving and trade courses.

School, compulsory, means any public or private elementary, junior high or high school licensed by the state and which meets state requirements for providing compulsory education.

Screening means a method of reducing the impact of visual and/or noise intrusions through the use of plant materials, berms, fences and/or walls, or any combination thereof intended to block that which is unsightly or offensive with a more harmonious element.

Searchlight, strobe light or beacon, means a stationary or revolving light that flashes or projects illumination, single color or multicolored, in any manner that is intended to attract or divert attention; excluding any device required or necessary under the safety regulations described by the Federal Aviation Administration or similar agencies.

Seasonal use means a use intended for a period of limited duration, including, but not limited to, the sale of seasonal goods and products such as pumpkins, Christmas trees, produce and living plants.

Secondary dwelling (see Dwelling, secondary).

Secretary of the Interior's Standards means the Secretary of the Interior's Standards for the Treatment of Historic Properties, in 36 CFR 68, which governs alterations to historic properties listed in the National Register of Historic Places. The standards, which pertain to the exterior and interior of historic buildings, deal with design, methods of construction and materials and define preservation, rehabilitation, restoration and reconstruction as treatments. This reference shall always refer to the current standards and definitions, as amended.

Setback means the minimum distance a building, structure or use may be erected from a street, alley or property line. Setbacks are also called required yards.

Setback, front, means the area extending across the full width of the lot, between the front lot line and the nearest line or point of the area allowed for construction or establishment of the building, structure or use.

Setback, interior side, means the area extending from the front yard to the rear yard, between the side lot line adjacent to another lot and the nearest line or point of the area allowed for construction or establishment of the building, structure or use.

Setback, oil and gas (see chapter 18 of this title).

Setback, rear, means the area extending across the full width of the lot between the rear lot line and the nearest line or point of the area allowed for construction or establishment of the building, structure or use.

Setback, side, means the area extending from the front yard to the rear yard, between the side lot line and the nearest line or point of the area allowed for construction or establishment of the building, structure or use.

Setback, street side, means the area extending from the front yard to the rear yard, which separates the lot from an adjacent street.

Shade tree means a deciduous tree planted primarily for its high crown of foliage or overhead canopy and which typically reaches a height of at least 40 feet.

Short-term rental means the rental of a dwelling unit, or portion thereof, for less than one month.

Shrub means a woody plant which consists of a number of small stems from the ground or small branches near the ground and which may be deciduous or evergreen.

Sidetracking means entering the same wellhead from the surface, but not necessarily following the same well bore, throughout its subsurface extent when deviation from such well bore is necessary to reach the objective depth because of an engineering problem.

Sidewalk means a paved, surfaced or leveled area, paralleling and usually separated from the street, used as a pedestrian path.

Sight distance (see *Clear vision area or zone*).

Sign means any device, surface, object, structure, building architecture or part thereof using graphics, symbols or written copy for the purpose of advertising, identifying or announcing or drawing attention to any establishment, product, goods, facilities, services or idea, whether of a commercial or noncommercial nature.

Sign allowance means the amount of signage that is allowable under the provisions of this article.

Sign alteration means any change of copy (excluding changeable copy signs), sign face, color, size, shape, illumination, position, location, construction or supporting structure of any sign.

Sign area means the entire face of a sign and any backing, frame, trim or molding and which may include the supportive structure.

Sign backing means the surface, pattern or color of which any sign is displayed upon, against or through and that forms an integral part of such display and differentiates the total display from the background against which it is placed.

Sign, exposed incandescent or high intensity discharge lighting, means any sign or portion of a sign that utilizes an exposed incandescent or high intensity lamp, with the exception of neon, in such a fashion as to project light directly onto adjoining property or right-of-way.

Sign face means the area of a sign on which the copy is placed, or, for individual cutout letters, painted letters, channel letters or symbols, the perimeter of the individual elements shall be considered the area of the sign.

Sign, for sale or for rent, means a sign indicating the availability for sale, rent or lease of the specific lot, building or portion of a building upon which the sign is erected or displayed.

Sign frame means a sign cabinet or that portion of the sign that holds the sign face in place.

Sign, ground, means a type of freestanding sign which is erected on the ground and which contains no free air space between the ground and the top of the sign.

Sign height means the vertical distance measured from the grade, as defined herein, to the highest point of the sign or sign structure.

Sign, interior to a building, means signs inside buildings that are not legible from the public right-of-way.

Sign, interior to development, means any sign that is located so that it is not legible from any adjoining property or the public right-of-way and not oriented in such a way as to attract the attention of those traveling along the right-of-way.

Sign permit means a permit issued by a building official and which is required for any sign specified under section 24-1331.

Sign, political, means a sign relating to public elections.

Sign, public phone, means a sign identifying the phone's location and limited to the term "phone" and/or an illustration of a phone.

Sign separation means the distance or spacing between individual signs, whether they are on the same structure or on separate structures, as measured by a straight line.

Sign setback means the minimum distance required from the apparent centerline of the right-of-way, to any portion of a sign or sign structure.

Sign structure means the supports, uprights, bracing or framework of any structure for the purposes of displaying a sign.

Sign, wall, means a sign attached parallel to and extending less than 20 inches from the wall of a building. The definition of the term "wall sign" includes painted, individual letter, cabinet signs and those signs located on the roof of a building which are not roof signs as defined herein.

Sign, window, means any type of sign that is painted or attached to or within 12 inches of any exterior window.

Sign, within building, means any sign that is not visible from the public right-of-way or is more than 12 inches from the interior side of a window.

Significant (biologically) means wildlife or habitats that, because of their relative attributes, deserve greater consideration in resource management decisions. Relative attributes may include:

- (1) Species that have state and/or federal listing as endangered/threatened or have standing as species of special concern;
- (2) Species with restricted distributions or highly specific habitat requirements;
- (3) Species that are representative of a particular habitat type;

- (4) Indicator species, whose physical presence denotes the presence of other species or environmental conditions not readily observed; or
- (5) Species with economic value or possessing traits that are of particular interest to humans.

Significant habitat means an area which is necessary for maintaining viable local populations of organisms.

Silo means a building or structure designed and intended for the bulk storage of grains.

Single-room occupancy facility (SRO) means a facility which provides a single room intended for living purposes for one or two persons per room, offered on a weekly tenancy basis or longer, in which sanitary facilities are provided within the units and cooking facilities may be shared within the facility.

Site plan means a plan showing the boundaries of a site and the location of all buildings, structures, uses and principal site development features proposed for a specific parcel of land.

Site specific development plan means and be limited to final subdivision plats or minor subdivision plats as approved pursuant to chapter 4 of this title; final PUD site plans as approved pursuant to article II of chapter 8 of this title; and use by special review and design review site plans as approved pursuant to article III of chapter 4 of this title. Conditions placed on site specific development plans shall be met within the time period such plans are considered vested.

Sky dancers means freestanding tubes which often simulate the shape of a person into which air is forced to inflate and animate and which do not characterize a commercial message or contain a message.

Slope means the ratio between elevation change to horizontal distance, expressed as a percentage.

Special flood hazard area (SFHA) means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year (i.e., the 100-year floodplain).

Special review, use by, means a public review process used to determine if a proposed use, allowed only with special review approval, can be conducted without substantially interfering with the objectives of this Development Code and which shall be compatible with existing uses.

Species, endangered, means those species of wildlife and plants which have been identified and listed by the U.S. Fish and Wildlife Service as endangered.

Species, indicator, means those species of wildlife and plants which can be used to gauge or measure the quantity and/or quality of a particular type of habitat.

Species of special concern means those species of wildlife and plants which the state division of wildlife has identified and listed as state species of special concern.

Species, sensitive, means those species of wildlife and plants which have specialized habitat needs or species that require habitat that is available only in limited

quantity, or those species that are sensitive to noise or other types of disturbances which are usually caused by humans.

Species, threatened, means those species of wildlife and plants which have been identified and listed by the U.S. Fish and Wildlife Service as threatened.

Stable, commercial, means a structure or use for the keeping, boarding and/or training of horses, ponies, llamas, mules or other animals which may be used for riding purposes, for compensation and which may include an arena.

Stable, private, means an accessory structure or use for the keeping, boarding and/or training of horses, ponies, llamas, mules or other animals which may be used for riding purposes, for the use of the occupants of the premises.

Stacking space means an area for motor vehicles to line up in while waiting to go through a drive-thru facility, a designated passenger drop-off/pick-up area or a parking lot or area.

Start of construction, as used in article III of chapter 8 of this title, shall include substantial improvement and means the date the building permit was issued, provided that the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation such as clearing, grading and filling; the installation of streets and/or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms; or the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Stormwater management plan means a plan for the management of stormwater drainage and control prepared in conformance with the regulations for stormwater management, adopted by the state department of public health and environment; and further, including a plan for erosion and sediment control pursuant to the requirements of chapter 12 of title 3 of this Code, including its references.

Story means that portion of a building included between the surface of any floor and the surface of the floor next above it or, if there is no floor above it, the space between the floor and the ceiling above it.

Street means a way for vehicular, pedestrian or bicycle traffic whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated.

Street, arterial, means those streets that permit relatively unimpeded traffic movement throughout the city and connecting to outside communities.

Street, arterial major, means those arterial streets which generally carry traffic volumes greater than 20,000 vehicles per day when the property which the arterial street serves is fully developed and which permit rapid and relatively unimpeded traffic movement throughout the city, connecting major land use elements as well as connecting to outside communities.

Street, arterial minor, means those arterial streets which generally carry traffic volumes greater than 10,000 vehicles per day when the property which the arterial street serves is fully developed and which permit relatively unimpeded traffic movement and are intended for use on routes where four moving lanes and one turn lane are required but where a major arterial cross-section is not warranted.

Street, collector, means those streets that collect and distribute traffic between arterial and local streets and serve as main connectors within the city, linking one neighborhood with another and which carry traffic with an origin or destination within the community.

Street, collector major, means those collector streets which generally carry traffic volumes greater than 7,000 vehicles per day when the property which the collector serves is fully developed and which permit relatively unimpeded traffic movement and are intended for use on those routes where four moving lanes are required but where a larger classified street is not warranted.

Street, collector minor, means those collector streets which generally carry traffic volumes up to 7,000 vehicles per day and collect and distribute traffic between arterial and local streets and which serve as main connectors within communities, linking one neighborhood with another.

Street, local, means those streets that provide direct access to adjacent property and which carry traffic with an origin or destination within the immediate neighborhood.

Street, local low volume, means those local streets which carry traffic volumes of up to 500 vehicles per day and which provide direct access to adjacent property.

Street, local standard I residential, means those local streets which carry traffic volumes of up to 1,000 vehicles per day and which provide direct access to adjacent property.

Street, local standard II commercial/industrial, means those local streets which carry traffic volumes of up to 5,000 vehicles per day and which provide direct access to adjacent property.

Street, private, means a private roadway used to provide vehicular and emergency access.

Street tree means a tree planted in close proximity to a street in order to provide canopy over the street to provide shade and soften the street environment.

Streetscape means the scene that may be observed along a street, including both natural and non-natural components, including vegetation, buildings, paving, plantings, lighting fixtures and miscellaneous structures.

Streetscaping means rehabilitation, preservation and beautification of those exterior elements of a designated property which are visible from a street, including elements and landscaping within a front or street side setback and/or the public right-of-way.

Stringer means a strip of vegetation that extends into another type of vegetation, creating an edge effect and providing a movement corridor for a variety of wildlife species.

Structure means anything constructed or erected on or in the ground, the use of which requires a more or less permanent location on or in the ground, and, including, but not limited to, walls, retaining walls, fences, parking lots, parking slabs and oil and gas production facilities.

Structure, for the purposes of article III of chapter 8 of this title, means an object, including a mobile object, constructed or installed by humans, including, but not limited to, buildings, towers, cranes, smokestacks, earth formations and overhead transmission lines.

Subdivider or *developer* means any person, partnership, joint venture, association or corporation or other legal entity who or which shall participate as owner, promoter, designer, builder or sales agent in the planning, platting, development, promotion, sale or lease of a subdivision.

Subdivision means the division of a lot, tract or parcel of land into two or more lots, tracts or parcels, or other division of land in compliance with the requirements of chapter 4 of this title.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure just prior to when the damage occurred.

Substantial improvement, as used in article III of chapter 8 of this title, means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. The term "substantial improvement" includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term "substantial improvement" does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local enforcement official and which are the minimum necessary to ensure safe living conditions; or
- (2) Any alteration of an historic structure, provided that the structure's designation as an historic structure remains.

Symbol means a graphic device which stands for a concept or object.

Temporary sign means any sign, not intended for permanent installation such as, but not limited to, a banner, balloon, pennant, searchlight or beacon. Generally, these signs are intended to be used for a limited period of time or for a purpose announcing a special event or presenting other miscellaneous or incidental information or instructions.

Temporary structure means a structure without any foundation or footings and which is intended to be removed at some point in the future.

Temporary use means a use which shall generally be permitted to exist and be operated for no longer than 90 days in 12 consecutive months and which may occur as an accessory or principal use.

Theater means a building, or a part thereof, devoted primarily to the showing of motion pictures or for entertainment or cultural events.

Theater, drive-in, means a site devoted primarily to the showing of motion pictures or theatrical productions to patrons seated in automobiles and which may include facilities for the sale of food and/or beverages to patrons.

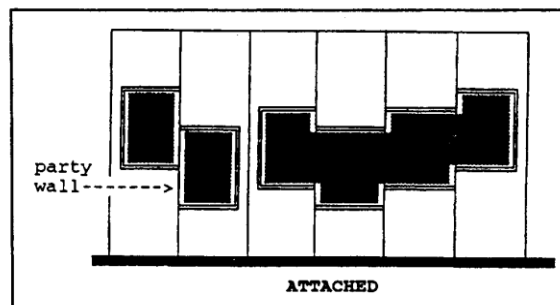
Threshold planning quantity (TPQ) means a quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the state that such facilities are subject to emergency planning requirements.

Time or temperature sign means a sign or portion thereof on which the only copy that is capable of being changed is an electronic or mechanical indication of time and/or temperature.

Towers, communication and utility, means a structure for transmitting or receiving radio, television, microwave and/or electromagnetic impulses or waves.

Townhouse dwelling means a dwelling in a building which contains two or more dwellings, each of which is individually-owned along with the land area which constitutes the lot on which the townhouse dwelling is situated. To qualify as a townhouse dwelling, the structure must comply in all respects with applicable building codes and each dwelling unit must be separated by a fire wall, if required by applicable city codes.

Townhouse or Attached Single-Family Units



Tract means a unit of land platted in a subdivision for a specific purpose which shall be shown on the face of the plat. A specific purpose may include, but is not limited to, drainage areas, stormwater detention or retention areas, parks, open space or land areas reserved for other public facilities. The term "tract" shall be used interchangeably with outlot.

Transition means a visual effect used on an electronic message display to change from one message to another.

Transitional surface means those surfaces which extend outward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of

seven feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at 90-degree angles to the extended runway centerline.

Transportation facilities means the offices and vehicular storage areas of those establishments engaged in providing transportation for the public.

Transportation facilities, high impact, means those establishments engaged in providing transportation for the public by means which create higher impacts such as noise and vibration and, including, but not limited to, railroads, rapid transit and light rail.

Transportation facilities, low impact, means those establishments engaged in providing transportation for the public through such low impact means as taxis, buses and trolleys.

Travel trailer or recreational vehicle means a portable structure, mounted on wheels and designed to be towed by a motor vehicle, or propelled by its own motive power, that may contain cooking or sleeping facilities and is intended to provide temporary living quarters for recreational camping or travel. A travel trailer also does not comply with either the National Manufactured Housing Construction and Safety Standards Act of 1974 or the uniform building code standards. Travel trailers are not permitted in residential zones as living quarters except as guest quarters for no longer than seven consecutive days.

Tree means a large woody plant having one or several self-supporting stems or trunks and numerous branches and which may be deciduous or evergreen.

Truck or freight terminal means an area and/or building where trucks load and unload cargo and freight and where such cargo and freight may be separated or aggregated into smaller or larger loads for transfer to other vehicles or modes of transportation and/or for storage.

Twinning means the drilling of a well adjacent to or near an existing well when the well cannot be drilled to the objective depth or produced due to an engineering problem, such as a collapsed casing or formation damage.

Unreasonable economic hardship, for the purposes of this article, means severe economic impact to the property as determined on a case-by-case basis by the historic preservation commission.

Use means the type of activity for which land or a building or structure is designated, arranged or intended and also means the activity which regularly takes place upon the land or in a building or structure on the land. Not all uses shall be considered legal or permitted uses.

Use by special review (see *Special review*).

Use, illegal, means a use that is not permitted by the zoning district regulations.

Use, permitted (see *Permitted use*).

Use, principal, means the primary use of a building, structure or lot.

Utility box or pedestal means devices designed and intended to house equipment necessary for the delivery of utility services to commercial and/or industrial customers, including, but not limited to, electric transformers, switch boxes, telephone pedestals and boxes, cable television boxes, traffic control boxes and similar devices.

Utility service facility means any aboveground structure or facility, excluding buildings, which is owned by a governmental entity or any entity defined as a public utility for any purpose by the state public utilities commission, and used in connection with the reproduction, generation, transmission, delivery, collection or storage of water, sewage, electricity, gas, oil or electronic signals. This shall also include facilities which provide similar services.

Utility stand means that part of a mobile home space which is used for the placement of the utility connections.

Vacant means a site or area that is not put to any use other than gardening.

Vacation means the legal abandonment of a right granted by a property owner, which was intended for a particular purpose, such as for streets or utility lines.

Variance means a modification of the strict terms of this Development Code as provided in chapter 6 of this title.

Vehicle signs means signs which are attached to or located on licensed vehicles, trailers or semi-trailers and contain or display signage for the primary purpose of advertisement, excluding bumper stickers on the bumper and similar-sized adhesive decals.

Very high intensity use, for the purposes of chapter 11 of this title, means a use expected to have a very significant effect on adjacent properties as determined on table 24-1144.6, required buffer yards.

Vested property right means the right to undertake and complete a development and use of property under the terms and conditions of an approved site specific development plan.

Veterinary clinic or hospital means any facility which is maintained by or for the use of a licensed veterinarian in the diagnosis, treatment and prevention of animal diseases and which may include overnight care.

Visual runway means a runway intended solely for the operation of aircraft using visual approach procedures.

Wall sign means a sign attached parallel to and extending less than 20 inches from the wall of a building, fence or freestanding wall. Wall signs shall include painted, individual letter, cabinet signs and those signs located below the peak of the roof of a building which are not specifically defined as roof signs.

Warehouse means a commercial or industrial building used primarily for the storage of goods and materials.

Warehouse, self-storage, means a building or portion of a building used for the storage of goods and materials and which is available to the general public for rental for a fee. Self-storage warehouse space does not include the use of such space for manufacturing or other business purposes, other than for storage purposes of excess

goods and materials, nor does it include the use of the storage space for practice or staging areas.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Weed means any ground cover or shrub which is typically not installed for the purposes of landscaping; which is not typically propagated by the horticultural or nursery trades; or which presents a particularly noxious allergenic or growth characteristic.

Well means an oil or gas well, a hole drilled for the purpose of producing oil or gas, or a well into which fluids are injected.

Well site means the areas which are directly disturbed during the drilling and subsequent operation of, or affected by production facilities directly associated with, any oil well, gas well or injection well.

Wellhead means the mouth of the well at which oil or gas is produced.

Wetlands means lands that are transitional between aquatic and terrestrial habitat, where the water table is at or near the surface, or the land is covered by water during a portion of the year. Wetlands are characterized by hydric soils, with undrained substrate; hydrophilic plant populations; standing water or deposits of leached compounds in surface soils; or high subsurface water table.

Wildlife means wild, native vertebrates (including fish), mollusks and crustaceans and any species introduced or released by the division of wildlife, whether alive or dead, including any part, egg or offspring thereof.

Wind sign (see *Pennants*, *Ground kites* and *Sky dancers*).

Window sign means any signage or graphics applied directly to a window or surface or any sign hanging within 12 inches of the interior surface of a window, or which is clearly evident through a window and oriented to attract the public onto the premises.

Wireless telecommunication facility means a pole, tower or antenna for the purposes of transmitting and receiving communication signals and shall include, but not be limited to, monopoles and towers with attached appurtenances such as microwave dishes and antennae, rooftop, wall- and ground-mounted microwave dishes and antennas.

Work vehicle means a vehicle outfitted with equipment such as, but not limited to, storage racks, hoists, cranes, vises, heavy equipment or other business and construction equipment, whether attached or removable, or which may have attached trailers carrying such work equipment. A horse trailer used primarily for transport of horses and/or livestock shall not be considered a work vehicle under this definition.

Yard means that area of a lot between the property line and the foundation of a building, structure or use. The term "required yard" means that area also described as a required setback area where construction of buildings, structures and uses is limited in placement.

Yard, front or street side, for the purposes of this article, means that portion of a lot between the primary structure and right-of-way. A yard may contain more land area than a setback area.

Zoning board of appeals (ZBA) means an official body whose principal duties are to hear appeals and where appropriate, grant variances from the strict application of the zoning regulations.

Zoning district means a classification assigned to a particular area of the city, within which zoning regulations are uniform.

(Code 1994, § 18.12.030, apps. 18-B, 18-H; Ord. No. 27, 1998, § 1, 5-19-1998; Ord. No. 46, 1999, § 1, 11-2-1999; Ord. No. 65, 2002, § 1, 12-17-2002; Ord. No. 6, 2004, § 1, 2-17-2004; Ord. No. 4, 2006, § 1, 1-17-2006; Ord. No. 6, 2006, § 1, 3-7-2006; Ord. No. 01, 2007, § 2, 1-2-2007; Ord. No. 22, 2010, § 1, 6-15-2010; Ord. No. 25, 2010 § 1, 7-20-2010; Ord. No. 34, 2010, § 2, 10-19-2010; Ord. No. 44, 2011, § 1, 12-6-2011; Ord. No. 3, 2012, § 3, 1-31-2012; Ord. No. 7, 2012, § 2, 3-6-2012; Ord. No. 2, 2013, § 1, 2-19-2013; Ord. No. 30, 2015, § 1(exh. A), 8-18-2015; Ord. No. 1, 2017, § 1(exh. A), 1-17-2017; Ord. No. 32, 2018, exh. C, 8-7-2018; Ord. No. 17, 2019, exh. B, app. 18-B, 4-2-2019; Ord. No. 26, 2020, exh. A(app. 18-B), 11-17-2020)



Planning Commission Supplemental Memo

Date: May 18, 2021
To: City of Greeley Planning Commission
From: Caleb Jackson, AICP | Planner II
Project: Household Occupancy Standards
Case #: CU2021-0001
Department: Community Development / Planning

Staff is providing this supplemental memo for the continuance of Item VIII from the May 11, 2021, meeting regarding Code Update: Household Occupancy Standards (CU2021-0001). The purpose of this memo is to supplement the original project summary based on the discussion at the previous meeting and forward additional public comments received for consideration.

1. **Current Standard**

It became apparent during the Planning Commission hearing that some clarification about the current standard could be helpful. The definition of “family” currently found in Section 24-5 of the Development Code is provided below, with *italics*, underlining, and **bold font** added to emphasize the three different family compositions allowed by the current definition.

*Family means an individual living alone, or any number of persons living together as a single household who are interrelated by blood, marriage, adoption or other legal custodial relationship; or **not more than two unrelated adults and any number of persons related to those unrelated adults by blood, adoption, guardianship or other legal custodial relationship**. In multifamily units, the number of unrelated adults shall be determined based on the provisions of the city's housing code. For the purposes of this definition, a bona fide employee of the family who resides in the dwelling unit and whose live-in status is required by the nature of his employment shall be considered a member of the family.*

The first two family compositions allowed are relatively straightforward: a single *individual* or any number of people who are interrelated as described. The third composition, in **bold**, explicitly requires two **unrelated** adults. This means the basis of the third household composition is a pair of adults who share no relation at all, neither by marriage nor by blood. The third definition further allows any number of persons related to those unrelated adults by blood, adoption, guardianship, or custodianship, but not marriage. This allows the two unrelated adults to include their siblings, parents, aunts,

uncles, grandparents, children, grandchildren, and other blood/adopted/guardian/custodian relatives; however, relatives by marriage are not allowed. As such, the current definition of family allows the following household compositions in the R-E (Residential Estate), R-L (Residential Low Density), R-MH (Residential Mobile Home Community), and R-M (Residential Medium Density) zoning districts:

- a. An individual (*first composition*)
- b. A married couple, plus any relatives (second composition)
- c. Two unrelated adults, plus any blood/adopted/guardian/custodian relatives (**third composition**)

Despite what many in the community believe, a married couple cannot include an unrelated adult within their household in the lower density zones under the current definition, because the **third composition** does not include marriages.

2. Staff Recommendation

Staff’s recommendation from the May 11, 2021, summary is provided below and includes some minor language adjustments at the bottom of the chart for clarity.

Family shall mean an individual or group living together as a single household comprised of any number of persons who are interrelated by blood, marriage, civil union, adoption, or other legal custodial relationship, plus a number of unrelated adults per the chart below. The number of household occupants must also be compliant with the International Property Maintenance Code.

Zoning Districts	Number of Bedrooms in the Dwelling Unit	Number of Allowed Unrelated Adults*
R-E, R-L, R-MH	2 or fewer bedrooms	1
	3 or more bedrooms	2
R-M	Efficiency or 1 bedroom	1
	2 bedrooms	2
	3 bedrooms	3
	4 or more bedrooms	4
All other zoning districts	Any number	Any number
*Plus any number of persons related to the allowed unrelated adult(s) by blood, adoption, guardianship, or other legal custodial relationship		

Staff’s recommendation aims to achieve the following:

- a. Provide clarity by restructuring the way that the definition is written. This includes updating the reference from the Housing Code to the International Property Maintenance Code to ensure that unsafe or unhealthy conditions are not caused by overcrowding. Also included is clear reference of the existing practice and

interpretation to allow any number of unrelated adults in all but the lower density zoning districts.

- b. Explicitly include people bound by civil union as relatives.
- c. Allow households that include a spouse to include unrelated adults by including marriage and civil union in the core segment of the family definition. Planning Commissioners noted that many in the community are not aware that a married couple cannot add an unrelated adult under the existing definition. This change would adjust the Development Code to accommodate that community expectation.
- d. Base the number of unrelated adults allowed on the number of bedrooms in the house. At worksession, City Council expressed interest in exploring this tiered standard. The idea also garnered some favorable response from the Housing Task Force, Development Code Advisory Committee, Planning Commission, and some members of the public. By adopting a tiered occupancy standard, staff's recommendation would scale well with the idea of smaller format housing proposed in the overall Development Code update as smaller houses on smaller lots generally have fewer bedrooms and would be allowed fewer unrelated adults than larger houses with more bedrooms.
- e. Ease financial constraints by increasing the number of unrelated adults allowed. The Strategic Housing Plan identified amending household occupancy standards as one of several ways that the City should help address the community's housing challenges. The Housing Task Force, Development Code Advisory Committee, Planning Commission, City Council, and public questionnaire responses expressed support for increasing the allowance.

The proposed increase could help many in the community financially. Although median earners can often comfortably afford housing, half of the population earns below median wages and finding affordable housing becomes more difficult.

- 49% of Greeley area renters are cost-burdened by spending over 30% of their income on housing
- 24% are severely cost-burdened by spending over 50% of their income on housing

Sharing housing not only provides opportunity for cost-burdened renters to find more affordable options, it can also provide important income for homeowners renting out spare bedrooms to afford their homes, upkeep, and other expenses. By expending less on housing, people could spend more at local businesses and spur economic development.

f. The proposed increase would help neighborhoods adapt to changing demographic trends. Many older adults are living longer and desire to have housesharers. Many young professionals are forming families later in life, living with housemates well beyond college.

- In 1960, around 85% of U.S. households were families, with 44% of households being married couples with children.
- By 2017, only 65% of households were families, with 19% being married couples with children.

Increasing the allowed number of unrelated adults would allow neighborhoods to adapt to these trends and provide housing choice for households that traditionally lived in high density areas and apartments to get access to high quality amenities, schools, and neighborhoods. The proposed increase, especially in the lowest density zones, is a fairly small incremental change. It is anticipated that most households would continue living in their existing compositions, and impacts are expected to be minor as nuisances are still regulated by the Municipal Code.

3. Alternative Recommendations

Based on the discussion at the meeting on May 11, 2021, staff understands that the Planning Commission may prefer to make an alternative recommendation to City Council. Below is an alternative that Planning Commission could find preferable. If another alternative not shown in this memo is preferable, staff will work with Planning Commission to display the most preferable alternative on the screen during the meeting for discussion and consideration.

Alternative Recommendation:

Family shall mean an individual or group living together as a single household comprised of any number of persons who are interrelated by blood, marriage, civil union, adoption, or other legal custodial relationship, plus a number of unrelated adults per the chart below. The number of household occupants must also be compliant with the International Property Maintenance Code.

Zoning Districts	Number of Bedrooms in the Dwelling Unit	Number of Allowed Unrelated Adults*
R-E, R-L, R-MH	Any number	1
R-M	Efficiency or 1 bedroom	1
	2 bedrooms	2
	3 bedrooms	3
	4 or more bedrooms	4
All other zoning districts	Any number	Any number
*Plus any number of persons related to the allowed unrelated adult(s) by blood, adoption, guardianship, or other legal custodial relationship		

4. Additional Public Feedback

Included with this memo are the letters that were read into the record at the meeting on May 11, 2021 (see Attachment A). Also included are letters received subsequent to the meeting on May 11, 2021 (see Attachment B). Staff may forward additional letters to Planning Commission received in advance of the meeting on May 18, 2021, including letters received on the same day.

5. Motions

a. Motion for Staff’s Recommendation:

A motion that, based on the Project Summary, Supplemental Memo, and accompanying analysis, the Planning Commission finds that the proposed amendment to the definition of “family” in Title 24 of the Greeley Municipal Code as presented under “Staff Recommendation” in the Supplemental Memo dated May 18, 2021, is necessary and appropriate to meeting the intent of the Comprehensive Plan and clarifies administration of the Development Code, and therefore, recommends approval to City Council.

b. Motion for Alternative Recommendation:

A motion that, based on the Project Summary, Supplemental Memo, and accompanying analysis, the Planning Commission finds that the proposed amendment to the definition of “family” in Title 24 of the Greeley Municipal Code as presented under “Alternative Recommendation” in the Supplemental Memo dated May 18, 2021, is necessary and appropriate to meeting the intent of the Comprehensive Plan and clarifies administration of the Development Code, and therefore, recommends approval to City Council.

c. Motion for Another Alternative:

A motion that, based on the Project Summary, Supplemental Memo, and accompanying analysis, the Planning Commission finds that the proposed amendment to the definition of “family” in Title 24 of the Greeley Municipal Code as presented on the screen at the meeting on May 18, 2021, is necessary and appropriate to meeting the intent of the Comprehensive Plan and clarifies administration of the Development Code, and therefore, recommends approval to City Council.

ATTACHMENTS

Attachment A – Letters/emails read into the record at the meeting on May 11, 2021

Attachment B – Letters received subsequent to the meeting on May 11, 2021

PLANNING COMMISSION SUMMARY

ITEM: Amending Title 24 of the Municipal Code regarding household occupancy standards, specifically regarding the number of unrelated adults allowed to comprise a household, as found in the definition of “family” in Section 24-5.

FILE NUMBER: CU2021-0001

PROJECT: Code Update: Household Occupancy Standards

APPLICANT: City of Greeley

CASE PLANNER: Caleb Jackson, AICP | Planner II

PLANNING COMMISSION HEARING DATE: May 11, 2021

PLANNING COMMISSION FUNCTION:

The Planning Commission shall consider the staff report, along with testimony and comments made by staff and the public, and shall then make a recommendation to the City Council regarding the proposed amendment to the Development Code.

A. PROJECT OVERVIEW & BACKGROUND

The proposal would change Greeley’s household occupancy standards to allow a number of unrelated adults to live in a house based on the property’s zoning district and the number of bedrooms in the house by revising the definition of “family” in the Development Code. The proposal would also explicitly state that people bound by civil union are related and clarify language and interpretation of the code.

CURRENT HOUSEHOLD OCCUPANCY STANDARDS

In the City’s existing code, household occupancy standards are primarily set through the definition of family. The current definition of family, which has largely been in place since 1980, defines a family as:

1. An individual.
2. Any number of persons living together as a single household who are interrelated by blood, marriage, adoption or other legal custodial relationship.

3. Not more than two unrelated adults and any number of persons related to those unrelated adults by blood, adoption, guardianship or other legal custodial relationship.

This definition applies to the City's lower density zoning districts (R-E, R-L, R-M, and R-MH). In other zoning districts, any number of people may occupy a single-family dwelling regardless of relationship, and this is not proposed to change.

The current definition has been interpreted to mean that, when considering the addition of unrelated individuals to be included in a single-family home, married couples would be counted as two individuals, rather than a single unit. As such, a married couple may not include an unrelated person in their household under the current standard.

The current definition allows the following household compositions to occupy a single-family dwelling in lower density zones regardless of the dwelling size or number of bedrooms:

1. A married couple plus zero unrelated adults
2. A single person plus one unrelated adult
3. An unmarried couple plus zero unrelated adults

However, the current definition does not restrict adding additional people who are related to an allowed adult by blood, adoption, guardianship, or custodianship to the household.

REASONS TO REEVALUATE

The City is reevaluating household occupancy standards in response to increasing financial and housing constraints, in addition to changing societal norms. One gap in the current definition is that civil unions are unmentioned. Also, demographics are shifting away from the predominance of family households, and households including unrelated residents are becoming more common.

Furthermore, City Council adopted the Strategic Housing Plan, which tasked the City with amending household occupancy standards as an implementation step. Additionally, City Council adopted a 2040 priority called *Your Home is Here*, which envisions residents having access "to an amazing variety of housing options including style, price, and location." Adjusting household occupancy standards could give households that include unrelated residents access to more Greeley neighborhoods with additional varieties of style, different price points, and more locations.

REVISION PROCESS TIMELINE

Dec 7, 14, & 29	Housing Task Force and Development Code Advisory Committees meet, recommend allowing additional unrelated adults
Jan 1 to March 11	Initial public questionnaire available (see Attachment G)
Jan 12	Planning Commission worksession, overall expressed interest in exploring expanding the number of unrelated adults allowed
Feb 9	City Council worksession, positive feedback received with a preference towards the approach of basing the allowance on the number of bedrooms (see Attachment C)
Feb 19 to March 11	Additional public questionnaire available (see Attachment G)
March 1	Public open house , staff informed attendees of the update purpose and process and answered inquiries
March 9	Planning Commission worksession, general feedback provided to staff (see Attachment D)
March 30	Planning Commission worksession, workshop on the language for a proposed update, general support expressed (see Attachment E)

Based on the discussion on this topic and the feedback received, staff is requesting that Planning Commission consider the proposed amendment and make a recommendation to City Council.

PROPOSED FAMILY DEFINITION

Family shall mean a group living together as a single household comprised of any number of persons who are interrelated by blood, marriage, civil union, adoption, or other legal custodial relationship, plus a number of unrelated adults per the chart below. The number of household occupants must also be compliant with the International Property Maintenance Code.

Zoning Districts	Number of Bedrooms in the Dwelling Unit	Number of Allowed Unrelated Adults*
R-E, R-L, R-MH	2 or fewer bedrooms	1
	3 or more bedrooms	2
R-M	Efficiency or 1 bedroom	1
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	3 bedrooms	3
	4 or more bedrooms	4
All other zoning districts	Any number	Any number
*Plus any number of persons related to an allowed unrelated adult by blood, adoption, guardianship, or other legal custodial relationship		

B. KEY ISSUES & STAFF ANALYSIS

NEIGHBORHOOD IMPACTS

Neighborhood impacts are anticipated to be minimal due to the minor increase proposed and the limited number of households expected to change composition as a result of the amendment. Although the proposed update would provide additional housing options for some community members, it is anticipated that most households would not choose to change composition as a result of this amendment due to personal living preferences. Additionally, the proposed amendment makes only a minor change in the lowest density zones (R-E, R-L, and R-MH), which further limits the likelihood of adverse neighborhood impacts. Maintaining a standard is a helpful tool and sets community expectations, and nuisances like parking, noise, property maintenance, and trash are addressed in other parts of the Municipal Code and are enforced by City divisions, such as Code Compliance.

CIVIL UNIONS

The proposed definition explicitly notes that people bound by civil union are related. The current family definition does not mention civil unions.

CLARIFICATION

The proposed definition is more understandable, and would no longer be interpreted to count a married couple as two individuals, instead of as related individuals.

HOUSING OPPORTUNITY

The Strategic Housing Plan and City Council's priorities align with the amendment in terms of increasing housing availability, affordability, and choice. The proposed amendment would provide additional housing opportunities for Greeley households that include unrelated individuals.

SMALL FORMAT HOUSING

The overall Development Code update that is underway, which includes provisions for small format housing, including opportunities for smaller homes, smaller lots, and accessory dwelling units. By basing the allowance on the number of bedrooms within the dwelling unit, the proposed amendment scales nicely to ensure that neighborhoods that include small format housing do not become overcrowded. Smaller houses typically have fewer bedrooms and would be allowed a smaller number of unrelated adults under the proposed definition.

C. PUBLIC NOTICE AND COMMENT

Notice of this hearing was published in the newspaper, displayed on the City website, emailed to interested parties, and advertised in a press release. Comments received in time for distribution of the Planning Commission packet are included in Attachment F.

Two public questionnaires (see Attachment G) and a virtual open house hosted in March collected community feedback from residents. The first questionnaire focused on receptiveness to increasing the allowance and garnered 390 responses with 57% of respondents indicating support for relaxing the restriction. The second questionnaire added questions focused on the idea of basing the allowance on the number of bedrooms within a house. It garnered 232 responses with 2/3 of respondents favoring keeping the current allowance in houses with two bedrooms and 2/3 favoring allowing additional unrelated adults in houses with three or more bedrooms.

Common concerns with relaxing the standard included: parking and traffic, property maintenance, overcrowding, noise, trash, crime, and reduced property values. Respondents in support of a relaxed standard frequently cited increased flexibility, privacy, addressing unaffordability, changing demographics, providing housing stability, and economic development considerations.

D. PLANNING STAFF RECOMMENDATION

Approval

E. PLANNING COMMISSION RECOMMENDED MOTION

A motion that, based on the Project Summary and accompanying analysis, the Planning Commission finds that the proposed amendment to the definition of “family” in Title 24 of the Greeley Municipal Code as presented is necessary and appropriate to meeting the intent of the Comprehensive Plan and clarifies administration of the Development Code, and therefore, recommends approval to City Council.

ATTACHMENTS

Attachment A – Proposed Code Update (Redlined)

Attachment B – Proposed Code Update (Clean)

Attachment C – City Council Worksession Minutes 2.9.2021

Attachment D – Planning Commission Worksession Minutes 3.9.2021

Attachment E – Planning Commission Worksession Minutes 3.30.2021

Attachment F – Public Letters and Emails Received

Attachment G – Public Questionnaire Responses



**PLANNING COMMISSION
Special Meeting
Proceedings**

**March 30, 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, Franzen, Modlin and Schulte were present. (Commissioners Briscoe and Romulo were absent.)

III. Worksession: Household Occupancy Standards

Presenter: Caleb Jackson, Planner II

Caleb Jackson addressed the Commission, stating that the item was being brought back for further discussion. Mr. Jackson briefly reviewed the rationale for reevaluating the current occupancy standard as well as the review and vetting process to date. He summarized the feedback received with concerns about parking and traffic, property maintenance, overcrowding, increased noise, trash, crime and reduced property values. Citizens in support have cited increased flexibility, privacy, affordability, changing demographics, housing stability and economic development.

Mr. Jackson presented a draft definition of “family” and asked for feedback from the Commission. Using the family definition, Mr. Jackson presented several scenarios using various zone districts as examples. Further, Mr. Jackson reminded Commissioners of the “U+” notation in the draft referring to the number of unrelated adults, with “U” being yourself and “[number]” being the number of unrelated adults. He described the next steps of the process including today’s worksession and direction, a possible follow-up worksession with City Council and public hearings before Planning Commission and City Council.

Chair Yeater opened the floor for any questions or comments by Commissioners.

Commissioner Andersen recalled that during a previous worksession, the idea of phasing in the number of unrelated adults and increasing the allowance over a period of time was discussed. She asked whether that approach was addressed in the current draft. Mr. Jackson advised that after discussions with staff and management, a phased-in approach was not being recommended.

Upon question by Chair Yeater, Mr. Jackson confirmed that a cap was set at four bedrooms to avoid owners adding on more bedrooms and otherwise changing the character of a neighborhood. Chair Yeater also asked about any desire to change the code with respect to accessory dwelling units (ADUs) and whether those dwellings would be included in the calculation of unrelated adults. Mr. Jackson advised that staff has not yet gotten deep into ADUs as part of the code update, adding that they are currently only allowed in residential high density zone districts. He noted that ADUs would likely have a separate allowance for occupancy. Mr. Jackson reported that ADUs are typically smaller units such as a studio or one bedroom and are not typically designed to be occupied by a family. Upon further question by Chair Yeater, Mr. Jackson stated that some jurisdictions require occupants of ADUs to be members of the same family as the main house.

Commissioner Modlin asked whether there was a sense of how many households would benefit from the zoning change. Mr. Jackson stated that it was easy to fall into a “worst case scenario” mindset where every homeowner will rent out a bedroom. He noted that this will be a solution for some people and provide additional options, but most individuals will likely continue living as they always have.

Commissioner Franzen asked about enforceability and how staff proposed to enforce any code violations. Mr. Jackson reported that in discussions with the manager for Code Compliance, it was felt that increasing the allowance is enforceable since it is largely complaint based and does not require a lot of additional staff time. He added that sometimes simply having a standard can help set the community expectation.

Commissioner Andersen observed that most of the concerns seem to be about noise, traffic/parking and trash. She added that those are already enforceable issues and it seems to add one more tool to engage Code Compliance to address offenses. Mr. Jackson agreed and added that complaints can be addressed by Code Compliance for trash, Parking Services for on-street parking issues and Greeley Police for noise concerns.

Chair Yeater opened the meeting at 1:35 p.m. to receive comment by members of the public.

The clerk read six emails into the record from citizens, including one from Tannis Bator, two from Carol Burham, two from Michael Harrington and one from Barbara Hampton. Copies of the emails are attached to the Minutes. The clerk also identified a communication in the Zoom Chat from Brad Inholsen, “If there is any change, I’d like to see U+2 but not the bedroom numbers. The R-L people are wanting to keep the property R-L and that is why they are living in the R-L areas and not the R-M or R-H.” Lori Williams added to the Q&A, “So Greeley no longer desires to have single family home districts.”

Chair Yeater turned the discussion back over to the Commission at 1:47 p.m.

Commissioner Franzen indicated that he was originally in favor of the bedroom count, but at this time favors the U+2 scenario in R-L (residential low) areas to preserve those neighborhoods. Chair Yeater agreed and expressed that a challenge remained about how to handle occupancy limits in homes with four or more bedrooms. He understood that this might not be something that every homeowner will consider, but was hesitant to use the bedroom count to measure as it could create a scenario where an owner plus three unrelated adults occupy a four-bedroom home. Chair Yeater expressed that this could be problematic and was in favor of capping the number of unrelated adults in a residential district at U+2.

Commissioner Schulte asked whether Chair Yeater was referring only to R-L areas. Chair Yeater stated that he was including R-E (residential estate) and R-MH (mobile homes), adding that in R-M (residential medium), there is already a different expectation as to the number of unrelated adults. Commissioner Schulte observed that this seemed to mostly impact older parts of Greeley that do not have restrictive covenants as well as some newer neighborhoods that may not have a homeowner's association or covenants. Chair Yeater agreed. Commissioner Andersen pointed out that limiting the standard to U+2 in R-L zones would help protect older neighborhoods and prevent the temptation to purchase a house near the university and rent out every room. She agreed with limiting to U+2 in R-L. Commissioner Modlin asked whether U+2 would work for R-MH zoning as well and asked whether that might make sense. Commissioner Franzen agreed that parking could be an issue in an R-MH zone.

Chair Yeater asked whether there might be some sort of compromise or middle ground with regard to the number of bedrooms and wondered whether there could be a situation where a 2-bedroom home could be U+2. Chair Yeater suggested scenarios where a 2-bedroom home might be U+1 or, alternatively, go with U+2 across the board for all residential. He asked for feedback to get a sense of where the Commission might want to go. Commissioner Franzen observed that it could create confusion to have different standards in the same district based upon the number of bedrooms and gave an example of two houses across the street from each other, one smaller with a U+1 standard and the other larger with U+2. He added that enforcement would become an issue. Commissioner Schulte observed that there are already stricter controls in place than what is being proposed, adding that the enforcement problem already exists regardless of the number of bedrooms. He understood that having two sets of limits that work with each other, one based on bedrooms and one based on an absolute maximum, was to prevent the kind of overcrowding that could result if you just had U+3 regardless of the number of bedrooms. Commissioner Andersen noted that City Council had expressed this as a concern and that having bedrooms somehow related would control more of the overcrowding, especially with mobile homes.

Chair Yeater appreciated the idea of basing occupancy on the size of a house, which should be proportional to the amount of parking and accessibility that was originally intended. However, he was not in favor of moving to U+3. He liked the idea of creating a number of bedrooms and defining a maximum that is one less number than what is currently being proposed in the R-L, R-MH and R-E zones. Mr. Jackson clarified that Chair Yeater proposed reducing each residential category by one unrelated adult. Chair Yeater stated that regardless of a 4-bedroom, he proposed that the standard would still be U+2.

Mr. Jackson asked if he was also recommending to change the last piece of the chart to three or more bedrooms and Chair Yeater confirmed that was his proposal. Upon question by Commissioner Schulte as to whether this would be limited to R-L, Chair Yeater advised that he felt R-E and R-MH would also fall within that standard.

Chair Yeater recognized the clerk who advised that Lori Williams, who had previously provided input in the Q&A, had requested permission to speak to the Commission. Chair Yeater asked that the Commission be allowed to finish the current discussion and then she would be invited to speak for three minutes.

Commissioner Andersen agreed that R-E, R-L and R-MH should be similarly grouped and counted as they were established to be single-family according to the definition of “family” as proposed. Commissioner Schulte asked whether it meant leaving R-M in the proposal, but reducing limits in the section that describes R-E, R-L and R-MH. Chair Yeater confirmed that was the proposal he was bringing forward. Referring to the current Code, Commissioner Schulte asked whether that changed from U+1 to U+2. Chair Yeater stated that it changed the way “family” was defined. Mr. Jackson summarized that the proposal would keep R-E, R-L and R-MH in one regimen, change “3-bedroom” to “3 or more” and strike “4-bedroom,” adding that a smaller home (2-bedroom or less) would allow U+1 and 3-bedroom or larger home would allow U+2. Commissioners Andersen and Franzen supported the revision.

Referring to an earlier question by Commissioner Schulte, Mr. Jackson asked whether the Commission was comfortable with R-M (residential medium) as it is currently being proposed. Commissioner Andersen noted that from earlier citizen comments, R-M is different since there is an expectation that there would be more than one family living together. She added that it makes sense to place limitations on R-E, R-L and R-MH. Commissioner Schulte indicated that with respect to R-E, R-L and R-MH, he was personally comfortable with a higher allowance, but was also comfortable with the scaled back version being proposed today.

Chair Yeater invited Lori Williams to speak to the Commission.

Lori Williams, 508 56th Avenue, Greeley stated that she is a long-time resident of Greeley. She expressed concern that every time someone builds or purchases a home, they should be aware that the City might change zoning after the fact. Ms. Williams added that she had spent her lifetime planning carefully to purchase a home in a secure and safe community and made sure that surrounding homes were similar. She felt like the rug was ripped from underneath and she has no choice. Ms. Williams pointed out that there is a lot of available multi-family housing for unrelated adults to live in the dwelling and that changing the code was not necessary and was unfair to homeowners.

Chair Yeater asked Commissioners for any had additional comments. Commissioner Andersen observed that the Commission has refined what has been discussed in previous meetings and taken into account different opinions and expectations of those who have purchased homes in R-L and R-E zones. She noted her own experience living near the university with homes that have four or five bedrooms and liked the idea of dialing the allowance back. Commissioner Andersen stated that Ms. Bator’s letter was well thought through and that many investors purchase homes in an area with the intent of receiving

increased rent. She felt that the revisions proposed provide a nice balance, noting that enforcement of issues such as traffic, trash and noise are already addressed in the code.

Commissioner Franzen agreed and stated that dialing back to U+2 is a nice common ground and supported U+2 for R-E, R-L and R-MH. Commissioner Schulte felt that a phased-in approach might still allow for long-term planning, but recognized the complexity and was also in favor of simplicity. Commissioner Modlin stated that going to U+2 for R-E, R-L and R-MH seemed to resolve the dilemma over the number of bedrooms.

Referring to a previous worksession about small format housing and infill strategy, Chair Yeater asked whether today's discussion supports that intent and wanted to make sure that both efforts coincide. Carol Kuhn, Chief Planner, addressed the Commission and advised that the intent is to look at any ADUs as an independent unit so U+2 would carry over to secondary units as well. Mr. Jackson added that most ADUs are smaller and probably would not exceed U+2, and in an R-L zone would likely be U+1. Upon question by Chair Yeater, Ms. Kuhn advised that both primary and secondary (accessory) dwelling units could be occupied by separate families. Mr. Jackson added that staff would be looking into additional parking requirements for ADUs in R-L areas. In response to a question by Commission Andersen, Ms. Kuhn stated that in the case of an ADU, two units (primary and secondary) would be allowed on a single lot; the lot would not be subdivided.

Mr. Jackson thanked the Commission for their discussion and feedback.

IV. Worksession: Code Update – Downtown Placemaking & Urban Design

Presenters: Carol Kuhn, Chief Planner and Chris Brewster, Gould Evans

Carol Kuhn addressed the Commission and introduced Chris Brewster from Gould Evans who described Placemaking and Urban Design and their relationship to the update of the development code. Mr. Brewster noted that placemaking policies include creating unique destinations, walkability, mixed use, and village development patterns. He pointed out areas on the Land Use Guidance Map where placemaking strategies are most applicable.

Mr. Brewster stated that some of the options and expectations in the development code are not clear and that, while staff has the discretion to provide options, there is not a lot of consistency and clarity to those approaches at the current time. He described the code chapters that are being reviewed and proposed for revisions and summarized the approach considered to improve the language. Mr. Brewster advised that many of the approaches are taken from a book, *City Comforts: How to Build an Urban Village* by David Sucher, that suggests things such as building to the sidewalk, making a building front “permeable,” and prohibiting parking in front of a building. He provide illustrations and photo examples of a well-designed public realm, adding that it only requires one or two blocks of this treatment to create a valuable place in a community.

Mr. Brewster described the placemaking rules on the private and public sides that become the framework for regulation. The public side includes 1) connect and design for people (small block sizes, generous sidewalks, shade and enclosure), 2) reasons to linger (includes



PLANNING COMMISSION

Proceedings

March 9, 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 and Schulte were present. (Commissioner Romulo was absent.)

Chair Yeater informed those attending the meeting that Item VI, Growth & Development Report, would be postponed to a future date.

III. Approval of February 23, 2021 Minutes

Commissioner Andersen moved to approve the minutes dated February 23, 2021. Commissioner Briscoe seconded. The motion carried 6-0. (Commissioner Romulo was absent.)

Chair Yeater advised that the next item, Recap of Small-Format Housing and Infill Strategy, had been requested to follow Item V on the agenda and requested a motion. Commissioner Andersen moved that item IV be heard later in the meeting and that item V on the agenda, Household Occupancy Standards, be heard first. Commissioner Schulte seconded. The motion carried 6-0. (Commissioner Romulo was absent.)

IV. Worksession: Household Occupancy Standards

Presenter: Caleb Jackson, Planner II

Caleb Jackson addressed the Commission and noted that staff had received feedback and direction from City Council and he was returning to Planning Commission today for another worksession to discuss the item. He reminded the Commission that the rationale for

addressing the number of unrelated adults who may occupy a residence is part of City Council's priority, "Your Home is Here" as well as the Strategic Housing Plan adopted by Council. Mr. Jackson briefly reviewed topics discussed during a previous worksession. He also reviewed the current household occupancy standards regarding how many unrelated adults may occupy residences in different zone districts. Mr. Jackson summarized the vetting process to date and identified proposed dates for hearings before Planning Commission and City Council.

Mr. Jackson noted some of the commonly shared concerns about increasing the occupancy allowance include parking and an increase in the number of vehicles, property maintenance, overcrowding, density and character of neighborhoods, noise, trash, crime, and property value reduction. He added that those supporting an increase in the allowance cite increased flexibility, privacy, affordability, changing demographics, housing stability and economic development. Mr. Jackson also provided information on what some of the surrounding peer communities are considering to address the issue.

Mr. Jackson reviewed the current code including the definitions of "bedroom" and "family" and noted that the discussion today was to discuss the definition of family and attempt to achieve a consensus and provide direction for City Council. The proposal from staff is to consider the number of unrelated adults who may occupy a dwelling to five unrelated adults, or U+5. He noted the next steps include feedback from Planning Commission, continuing public input, a hearing before Planning Commission and a hearing before City Council. Before continuing, Mr. Jackson stopped to allow a time for any questions by the Commission.

Commissioner Modlin asked what might happen in neighborhoods where a majority of the neighbors oppose an increase in the number of unrelated adults and asked whether a rezone could increase animosity among neighbors. Mr. Jackson stated that in neighborhoods with a homeowner's association (HOA), the HOA can propose more restrictive standards than the City, adding that the HOA would then be responsible for enforcement. He advised that staff is trying to identify a baseline standard for all Greeley neighborhoods.

In the discussion about the number of unrelated adults who may occupy a residence, Commissioner Schulte asked whether staff had considered looking at the number of vehicles rather than the number of individuals. Mr. Jackson responded that he has not seen that done by other communities and noted that limiting the number of unrelated adults also indirectly ties to the number of vehicles. He acknowledged that it is a complicated topic and used the example of a family with several teenagers who each have a vehicle.

Commissioner Andersen echoed the comment by Commissioner Schulte and indicated that she currently resides in the Cranford neighborhood where there is permit parking that is patrolled. She advised that a certain number of stickers are issued per household and that it has been an effective way to address issues with parking on the street. She expressed that it seemed inappropriate for the City to determine the definition of "family."

Upon question by Commissioner Schulte, Mr. Jackson advised that with regard to occupancy standards, unmarried couples are considered unrelated. Brad Mueller, Community Development Director, added that changing demographics is one of the reasons cities are looking at the issue of the number of unrelated adults.

Commissioner Franzen asked how many households are currently out of compliance. Mr. Jackson reported that an exact number is difficult to ascertain as most information is from complaints that are reported. He indicated that there could be several unreported and unknown cases. Upon question by Commissioner Schulte, Mr. Mueller advised that complaints can be generated by neighbors who are aware of the occupancy limits or sometimes as a response to nuisance issues such as noise, parking or trash. He stated that the code change is not being brought forward to address a complaint issue, but instead to establish a base standard, adding that staff does not expect the number of complaints to increase or decrease as a result of the amendment.

There was discussion about how staff arrived at a proposal to increase the standard to U+5. In response to a question by Chair Yeater, Mr. Jackson reported that the City Attorney's Office had reviewed the standard and case law that provided support. Attorney Michael Axelrad addressed the Commission and noted that in one case heard by the U.S. Supreme Court on unrelated individuals determined that local jurisdictions have flexibility in setting standards. He advised that in that case, the limit was set at five, a standard that has been accepted by the courts. He added that it becomes a policy decision; not a legal decision.

Commissioner Schulte provided the example of two couples, each with children, and asked for clarification as to how it would be considered. Mr. Jackson advised that "unrelated" pertains only to unrelated adults, adding that any number of persons related by blood, adoption and the like are allowed. Upon further question by Commissioner Schulte, Mr. Jackson advised that elderly parents living in a home with their children are considered to be related by blood and would be allowed. He added that U+5 would allow up to five unrelated adults plus persons related by blood, adoption or other relationship.

Commissioner Modlin suggested a scenario where a married couple with three children resided with a homeowner. Mr. Jackson reported that under the U+5 proposal, three adults (the homeowner plus the couple) and the children related by blood would be allowed in as small as a two bedroom home.

Commissioner Andersen stated that there were many scenarios and acknowledged that it was not the intent to create a nuisance or flop house situation. She expressed that it seemed City Council was trying to navigate down the middle without impacting homes in residential low density zones, adding that the problems related more to nuisance situations. Mr. Mueller advised that there is no easy answer and that while the number of unrelated adults in a home could relate to nuisance, that is not always the case. He added that amending the code is a way to set expectations for zone districts and neighborhoods.

Commissioner Schulte indicated that City Council seemed amenable to increasing the occupancy limits in residential medium and high density zones, but seemed hesitant to increase the limit in residential low density zone districts. Mr. Mueller agreed that many ideas have been presented with some members remaining open to increasing the number of unrelated adults in residential low density areas, while others do not feel that an increase is necessary.

Upon question by Chair Yeater, Mr. Jackson reported that an HOA can require more restrictive standards than the City and are free to enforce upon those standards. Chair Yeater asked whether the City was privy to HOA standards at the time of development. Mr. Jackson advised that sometimes covenants are in place for staff to review.

Commissioner Briscoe commented that reference had been made to what other cities are doing and asked whether Greeley was following suit and asked what problem the City is trying to solve. He noted an abundance of multi-family housing in Greeley that meets a certain criteria of the housing plan. Mr. Mueller explained that it is likely other cities are looking at occupancy standards as they are experiencing the same issues as Greeley. He added that another way to increase access to housing and another tool for consideration is to open up how much existing housing can be available for higher occupancy. Commissioner Briscoe noted that purchase of a home is likely the largest investment most people make and that this change could place a burden on existing neighbors to form an HOA if they want to have higher standards. He expressed that he is struggling to find balance as he is not sure that U+1 is the right number, but is not necessarily comfortable with U+5. He understood that it is a nuanced and complex issue, also noting that most of survey results seemed to be against the increase.

Commissioner Andersen observed that the survey included about 100 participants with approximately 60 comments and asked whether it was representative of the entire community. She also noted that Planning Commission seemed to be going over the same ground covered by City Council and perhaps that is how Council came up with using the number of bedrooms as a measurement.

Commissioner Schulte observed that there is a problem to be resolved, noting that since the 1950s each generation has had a harder time securing the type of housing as their parents and noted the difficulty for younger families. He asked whether it might be possible to use a phased-in approach and increase the U+ number over time. Commissioner Franzen favored the idea and added that a bedroom count seemed to fall along the same line. Mr. Jackson requested more direction on the incremental idea and invited other commissioners to express their thoughts. Commissioner Schulte stated that if the ultimate goal is U+5, perhaps start with U+2 now and increase to U+3 in two years, eventually getting to U+5 in a number of years. He asked whether that might alleviate concerns expressed by Commissioner Briscoe as it could exceed the time that owners remain in the same home. Mr. Jackson asked whether that approach was different than a sliding scale based upon the number of bedrooms. Commissioner Schulte indicated that the number of bedrooms could interact or correlate with whatever U+ number is allowed.

Mr. Jackson summarized the comments and asked Commissioners to identify the direction they desired to take forward. Chair Yeater and Commissioner Andersen were in favor of making the change now while Commissioners Franzen, Briscoe and Schulte supported a phased-in approach. Chair Yeater asked about next steps and how the Planning Commission might assist. Mr. Jackson responded that a lot of input had been provided today and staff was trying to get all of the pieces into place as part of the overall code update. He added that staff hoped to bring the matter back for formal consideration soon.

City of Greeley, Colorado
CITY COUNCIL WORKSESSION REPORT
February 9, 2021

1. Call to Order

Mayor John Gates called the virtual 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. COVID-19 Update

Dan Frazen, Emergency Manager, reviewed the most current statistics on COVID-19 and referenced the new State dial shared by the Governor. He also shared that staff and residents at long-term care facilities are expected to have the vaccine by February 18th. He reviewed the four metrics and statistics that have put us in yellow on the statewide dial and noted that we have to remain there for 7 days.

With regard to the Five Star Program, Emergency Manager Frazen reported that 70 percent of the age 70+ population needs to be vaccinated before businesses can operate in blue on the statewide dial, which is the next level up from yellow, and that we are at about 57 percent currently.

He went on to highlight the new data links added in his report within the employee dashboard for employees and facility occupancy. He advised that soon, the data will be shared daily with everything in one place, and until that happens, these Tuesday reports to Council will happen.

In response to a question from Council Member Butler, Emergency Manager Frazen advised that for the new metric, the second vaccine is the metric for hitting the 70 percent mark.

Council Member Fitzsimmons reported that he received his second vaccine with no reactions and encouraged everyone to get vaccinated.

Anissa Hollingshead, City Clerk, provided additional information on the Five Star Program and emphasized that this is a valuable program with benefits to businesses for applying and becoming certified.

5. Reports from Mayor and Council Members

Council Member Hall reported that the Colorado School of Mines is undertaking a project gathering ideas for the Poudre River Trail Narrows Project. Ideas from those engineering students will be shared soon.

Council Member Clark asked for more information about the \$93,000 that would be used to increase the ability for folks to get into the Recreation Center and Funplex to work out and use these facilities.

Roy Otto, City Manager, reported that staff will move forward in this regard and monitor how many people are using the facility, as well as monitor the budget for any needed supplemental appropriations. He added that additional hours will begin March 1st at the Recreation Center.

6. 2020 Year-end CIP Report

Joel Hemesath, Public Works Director, reported that staff in the Public Works, Water & Sewer, and Culture, Parks & Recreation Departments (CPRD) work together each month on an internal committee called the Capital Projects Committee (CPD) to coordinate capital improvement projects (CIP). He noted that this work consists of five-year planning, budget status updates, and coordination of projects to minimize disruption to areas, debriefing on projects, and training.

Together with Andy McRoberts, Culture, Parks & Recreation Director, and Adam Pryor, Chief Water & Sewer Engineer, Mr. Hemesath proceeded to review the report and offered a status of all major capital projects within Public Works, CPRD, and Water & Sewer, highlighting that the CIP budget totaled \$161,762,184 for 138 different projects.

7. Household Occupancy Standards

Brad Mueller, Community Development Director, reported that single-family zoning became prominent in the suburban housing boom of the 1950's and 1960's. Greeley first limited the number of unrelated adults allowed to share a single-family dwelling in 1966 and the number of unrelated adults allowed to share housing has been adjusted over time.

He introduced Caleb Jackson, Planner, who shared that the current standard of "you plus one" allows no more than two unrelated adults to share a single-family dwelling in

low-density areas and dates back to 1980. The increasing cost of housing in Greeley is increasing pressures for Greeley fair market rent and median sales prices for housing.

Planner Jackson reviewed standards set by peer communities and considerations. He noted that the Housing Task Force, Code Advisory Committee, the Planning Commission and the public offered feedback through a survey and found that there seems to be a desire to slightly increase the number of unrelated people in a single-family dwelling.

Planner Jackson reviewed options for Council to consider which included everything from maintaining the status quo or increasing the number based on the number of bedrooms, house size, etc.

Director Mueller shared that the goal is to get some consensus or general direction about Council's preference on this which will give staff the benefit of being able to provide Code updates and frame the issues around small lot formatting, accessory dwelling units, etc.

Council Member Clark expressed that he would not be in favor of increasing the "you plus one" designation since it is not enforceable. He added that he would not be supportive of creating those kinds of impacts to neighborhoods.

Council Member Hall shared his concern that there seems to be a disparity between related and unrelated status noting that "you plus one" is too restrictive and any number of unrelated people is too lenient. He did state that tying it to the number of bedrooms is intriguing and that it might be a good compromise.

Council Member Butler expressed agreement with Council Member Hall that tying it to the number of bedrooms does seem like a good compromise and also agreed that "you plus one" is unenforceable.

Council Member Zasada shared that she is on a mission to protect single-family zoning, and the "you plus one" designation. She stated that the issue is packing multiple tenants inside a house. She would support a small movement or an increase in other zoning areas like Residential High Density (R-H) or Residential Medium Density (R-M), but not Residential Low Density (R-L).

Council Member Payton stated that this has been discussed for many years and noted that there is only a problem when neighbors complain. Director Mueller agreed and added that there is not any ability currently to actively enforce in neighborhoods.

Council Member Payton stated that he is in favor of some change, and that this is worth additional investigation.

Council Member Fitzsimmons stated that he would like to know more about other communities that have increased from "you plus one" before a decision is made here. He added that what is really needed is enforcement, so change plus enforcement is needed for it to work.

Conversation ensued about related and unrelated people in neighborhoods and the impacts of each on a neighborhood.

Director Mueller advised that some geographic considerations could also be devised, like other communities have done.

Council consensus was reached on staff recommended option C.

Director Mueller emphasized that this discussion helps staff and noted that this is not a one and done deal. Public hearings and presentation to the Planning Commission may bring forth some new information to consider. There will be more opportunity to tie this together that hopefully meets policy goals when it comes back to Council in September.

Council Member Zasada offered that as staff looks more at the number of bedrooms, to consider both conforming and non-conforming uses.

8. Scheduling of Meetings and Other Events

City Manager Otto noted that there were no additional meetings or events scheduled.

9. Adjournment

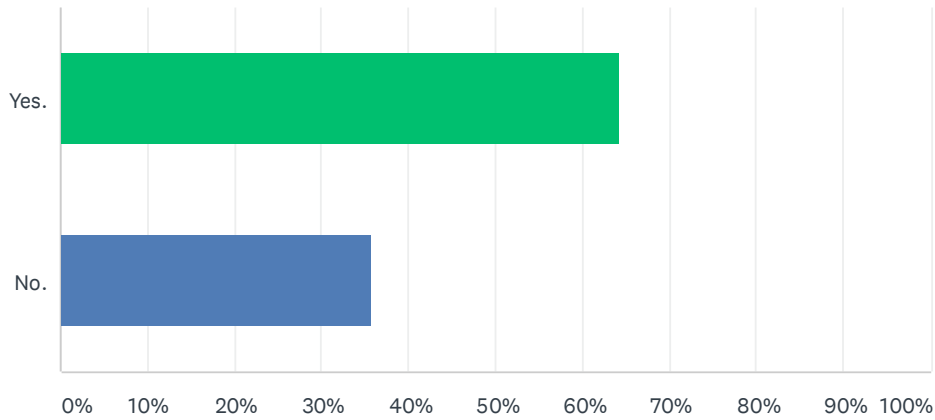
There being no further business to come before the Council, the Worksession was adjourned at 7:10 p.m.

John Gates, Mayor

Cheryl Aragon, Deputy City Clerk

Q1 Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?

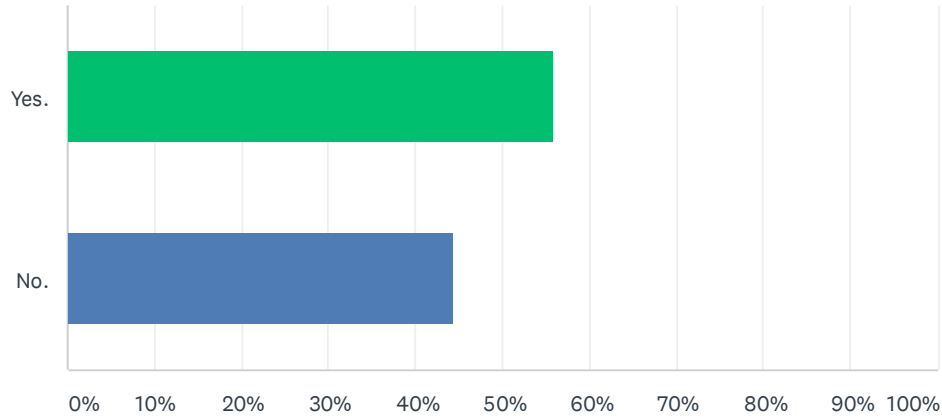
Answered: 374 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes.	64.17%	240
No.	35.83%	134
Total Respondents: 374		

Q2 Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of “You plus 1” (U+1)?

Answered: 374 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes.	55.88%	209
No.	44.39%	166
Total Respondents: 374		

Household Occupancy Standards - Survey #1

#	PLEASE COMMENT ON YOUR ANSWER ABOVE. IF YOU RESPONDED, YES, THEN LET US KNOW WHY AND HOW MUCH DO YOU THINK IT SHOULD BE INCREASED. IF YOU ANSWERED, NO, EXPLAIN WHY YOU FEEL THAT WAY.	DATE
1	The buyers of homes in a certain area bought with the expectation that they were single family or U+1. I think it would be unfair to change the standard. More adults means more cars and we are almost overwhelmed with cars now.	3/8/2021 10:10 PM
2	There are many reasons. Parking. Home value. Already not enforced. As a property manager and real estate agent, it can cause multiple problems with our line of work.	3/7/2021 2:21 PM
3	If the house has a basement and its safe why not rent in Colorado is getting off the expensive and now in days you need 30 jobs to be able to afford a dam 2 bedroom place maybe if rent wasn't to expensive or so many back from checks or credit scores we wouldn't have this problem	3/7/2021 10:51 AM
4	I believe if they raise the standard it would be more enforceable and I think that parking should also be a consideration and fines should be commensurate with any violations. I think if you make a reasonable standard you have a reasonable expectation of citizens following that and if they don't then they can suffer the consequences ...it's more enforceable	3/7/2021 10:23 AM
5	Household occupancy is a difficult issue. I live near the UNC campus. There are many homes near me that have many people living in them, ignoring the current regulation. Based on the work vehicles, some who work for the oilfield industry, some not. The homes near me that have many unrelated people living in them have trash, multiple vehicles, and people coming and going. It has a negative effect on my neighborhood and others. I am empathetic to the plight of individuals who don't have the money to live here. Perhaps the new lower income housing will help alleviate the issue? I am not a NIMBY person, but I have seen first hand the negative impacts on a neighborhood of multiple unrelated people living in a house.	3/7/2021 8:55 AM
6	The rising costs of housing has been putting so many on the streets, which in my opinion ultimately leads to an increase in crime, and also puts a lot of pressure on the social services available to people in trouble. That makes getting help harder and take longer. The amount of people sleeping in tents during these cold winter months is an embarrassment to the city and county. This measure is a great first step to helping all these people get back on their feet with some dignity.	3/6/2021 10:06 PM
7	I live next door to a family that disregards this rule. They have 9 vehicles parked in front of their house, across the street, and in front of mine and the neighbor on the other side of the street's homes. You shouldn't be worried whether or not you can park in front of the house you own. We live in single family households along 16th st. Not only do these unrelated adults bring their spouses but now there are SEVERAL children screaming and running through all adjacent yards. There is no room for courtesy because there is no room for the people themselves.	3/6/2021 7:17 PM
8	People can not always afford housing without roommates	3/5/2021 6:26 PM
9	Limit the number of people based on fire safety regulations, on number of bedrooms or square footage, not on whether or not they're 'related'.	3/5/2021 4:12 PM
10	I have had a rental house across from my house that has had up to 27 people living in it. I have sent pictures and complaints to Code enforcement for 2 years and nothing has ever been done. When you have that many people that live in one house, where are they suppose to park their cars, on their lawn, in front of my house, block drive ways and park 2 cars deep along the side walk into the road. Talked to the owner of the house and she stated that she gets to charge per person so she did not care how many people lived there. If the City has a code that they do not enforce why even have any code.	3/5/2021 2:46 PM
11	Increased people and traffic to the houses around me. Puts my children at greater risk and makes it harder for families to find and obtain affordable housing. That changes the city dynamic from family friendly to landlord friendly.	3/5/2021 1:15 PM
12	Adds to parking congestion and crime because it becomes very difficult to be able to identify neighbors and who belongs in the neighborhood	3/5/2021 10:50 AM
13	To many people abusing it now. One house by ours has 5 different cars parked around the block.	3/5/2021 10:48 AM
14	But only if there's enough parking available to not cause stress on the neighborhood.	3/5/2021 9:0

15	Because this disrupts community and the ability to decrease/ share increasing living cost while wages don't keep up.	3/5/2021 7:22 AM
16	It increases crime and parking issues.	3/4/2021 10:27 PM
17	U+1 is discrimination and creates an antiquated picture of what a family is or should be based on blood. It's ridiculous that any city should govern who gets to live together based on DNA. Housing crisis aside, I am an individual who seeks out living situations with others to enrich my life, deepen my connection to community, and share life's responsibilities. I know that U+1 is a relic of a pretty nationally accepted standard set of zoning codes from (I believe) post WWI - the world is not the same as it was when we developed those codes. Zoning around number of people based on bedrooms for health and fire safety is more than enough to ensure housing is not dangerously overpopulated. There's no reason to bring blood into the picture.	3/4/2021 9:41 PM
18	2 unrelated adults per house seems strict. There are two units in my house, and upstairs and a downstairs. I'm 52 - I rent one. A guy who is perhaps 68 or 70 rents the other. I think we are ok people. We don't park a bunch of cars around or party a lot.	3/4/2021 7:36 PM
19	This seems unreasonable and burdensome, especially considering the wide variety of incomes and housing preferences among our community.	3/4/2021 6:18 PM
20	People are already overcrowding their houses even with that restriction and listening the current restriction would invite more overcrowded homes (too many cars parked at a single residence, noise complaints etc)	3/4/2021 6:16 PM
21	In a two bedroom 3 adults max should reside in the house. Common sense	3/4/2021 5:35 PM
22	It will bring trouble to neighbor hoods	3/4/2021 5:32 PM
23	More adults means more cars, more trash accumulation, more opportunities for neighbor issues. My son lives in Tempe, AZ where they allow one adult for every room. There is a fraternity house in the cul da sac of a lovely middle class neighborhood. The house is a little further from campus and thus a little less expensive, but still a nice neighborhood. There are tons of cars every weekend and activity at all hours. You think it makes sense until the frat house happens next door. I have rental properties and I could probably make more money renting by the room. Nicer neighborhoods a little ways from campus. Kids are used to paying \$500 to \$600 each to live. Instead of renting for \$2000, my 5 bedroom house would bring in \$3000, Great for me, but what about the neighbors. NOT a good idea to change the U+1 standard.	3/4/2021 5:11 PM
24	The current law has helped keep our neighborhoods clean, safe and peaceful. Renting out rooms to multiple people as is starting to take place encourages housing instability, legal issues and transient behavior.	3/4/2021 4:57 PM
25	If unrelated adult has their own bedroom, there shouldn't be a restriction. Rental housing is extremely expensive here and most working class need a roommate to get by.	3/4/2021 4:53 PM
26	You plus 3	3/4/2021 4:21 PM
27	A group of unrelated Men moved into a single house in my last Greeley neighborhood and between their unkempt, construction waste filled yard and their trucks and cars literally lining the street it ruined the neighborhood and we moved just to get away from it. I now live in a neighborhood where the houses are quite large and many of the homes have workshop/barns, the perfect scenario for, yet again, a group of unrelated people to join together and purchase a house or rent out rooms once purchased, a recipe for disaster if you pass this new ruling. Please don't change it.	3/4/2021 1:48 PM
28	increase in residents in one home also increases parking issues. More people, more cars in neighborhoods that do not allow for all the additional parking.	3/4/2021 10:32 AM
29	any	3/4/2021 9:45 AM
30	I think it should be increased by whatever amount is necessary for people to survive/thrive. I feel this way because I feel like this issue isn't the business of the city.	3/4/2021 9:25 AM
31	Maybe base occupancy limits on square footage and water/sewer limitations.	3/4/2021 6:30 AM
32	Housing in Colorado is unbearable for single individual. Even newly married couple struggle to afford a home for themselves with out help from roommates. I think 2 people per bedroom in	3/3/2021 10:26 PM

the home is an appropriate number for any household.

33	It is becoming harder and harder for families to find a starter home to buy, or even to rent. If an investor buys up housing, then these families will move to the back of the line since having the number of unrelated adults will increase the amount of money to be charged in rent. We live in a mixed neighborhood close to UNC. I have found that the rentals that do the best are occupied by families who seem to appreciate having the space for their children and make the best neighbors. The ones who will benefit the most are the owners who will be able to charge more with more unrelated adults and there will be less attention to upkeep.	3/3/2021 9:39 PM
34	I think at least as many bedrooms plus one additional person. So if there are 3 bedrooms you may have 4 people. If there are 4 bedrooms then 5 people etc. It is so hard to afford rent with only one additional person. The cost of living is too high.	3/3/2021 9:21 PM
35	I think 3 should be the limit.	3/3/2021 9:15 PM
36	My concern is with the amount of vehicles that would be in driveways/ streets with more adults living in a single family home.	3/3/2021 8:58 PM
37	The cost of housing has increased and demographics are changing. I do not see any reason why two couples, or a couple and a roommate, cannot share a 2+ bedroom home. Additionally, fewer couples/unions are choosing not to become legally married and the U+1 stands in the way of those individuals getting a roommate to help with expenses.	3/3/2021 8:38 PM
38	Too much government restrictions on private property.	3/3/2021 8:20 PM
39	The communities are not built to allow multiple parties in one home. There is not enough parking on the streets or neighborhoods. In our community out west our neighbors have mom and dad, adult daughter with adult boyfriend and adult son living in one house. They have 8 vehicles amongst the 4 of them. Always parked on both sides of my driveway. I have called and nothing can be done. It is so aggravating already that just increasing the adults could make this problem and many others in similar situations worse.	3/3/2021 7:18 PM
40	Safety issues concerning unrestricted occupancy. Overloading of utilities, water usage, electrical overloads, trash, upkeep parking and so many other unsafe reasons. Keep it as is.	3/3/2021 7:11 PM
41	It should be dependent on the available space and individual circumstances. I am a 73 year old widow with a 4 bedroom home. It would make sense for me for safety and economics to be able to share my home with one or more individuals. (Remember the Golden Girls?)	3/3/2021 6:53 PM
42	The pandemic has left a lot of people without homes - we need to be able to help our friends and community if the need for shelter arises. The cost of homes has also increased due to demand which has damaged the ability for the working class to afford homes. Restrictions like residency limits are an unnecessary obstacle in the way of people working to get back on their feet as it blocks them from getting help.	3/3/2021 6:50 PM
43	Should be up to the home owner how many people they want to live with them	3/3/2021 9:23 AM
44	R1 is the zoning for the area that a person has purchased their home. If you change it your expectations will change and you are forcing migration from the neighborhood.	3/2/2021 11:16 AM
45	Older neighborhoods are not always protected by covenants or homeowner associations from too many people living in a single family home and the stress on the neighborhoods from too many cars associated with these additional occupants.	3/1/2021 5:42 PM
46	Parking and increased traffic are my main concerns. Additionally, the opportunity for crime would increase.	3/1/2021 4:14 PM
47	I put both, because there can be some areas where renting/owning with more than 1 unrelated would be understandable, other areas, need to remain.	3/1/2021 3:35 PM
48	Things are fine the way they are. Houses should not be apartment buildings.	3/1/2021 3:18 PM
49	DEFINITELY NO. WE NEED TO PROTECT OUR NEIGHBORHOODS. FOR 2 YEARS HAD WITH A NEIGHBOR TRYING TO HOUSE MULTIPLE PEOPLE. A DISASTER. NOISE. TRAFFIC INCREASES. NO. NO. NO.	3/1/2021 7:57 AM
50	Increasing housing costs. Many people cohabitate long term without being related. 2 unrelated adults per bedroom, max 4 adults per bathroom.	2/28/2021 4:51 PM

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51	It needs to be increased for housing equality. Discriminating based on familial relationships and incomes is not acceptable, especially when it impacts long term outcomes such as health and education for children. We can be creative and find solutions that work for everyone, not just those with wealth and privilege.	2/26/2021 12:47 PM
52	Allowance for at least one adult per bedroom, expanded by at least one additional adult for each additional bedroom, up to a limit of five adults in four bedroom home.	2/25/2021 4:00 PM
53	It should be increased to 2 per room i have in my house	2/24/2021 9:41 PM
54	Due to the cost of living in Colorado and knowing that there is a short supply of homes, more and more people are needing to live together in order to afford living in Colorado.	2/24/2021 3:20 PM
55	To many adult people to one home no matter how many rooms,causes issues with the amount of vehicles,leading to issues with parking,noise and speaking from experience as I see it already the amount of trash in areas.	2/24/2021 1:38 PM
56	Single family homes are not meant for more than one family. It ruins neighborhoods.	2/24/2021 9:54 AM
57	By 1	2/24/2021 9:08 AM
58	I feel the single family zoning is a reason that people buy houses in those zoned areas. We have many high occupancy zones already and seem eager to redone property to accommodate the units needed. I own rental properties near the university and could no doubt turn these houses into "dorm" environments and increase my income at least 4 fold but do not believe the neighborhood is in tune to this type of occupancy. But maybe the most telling reason is the schools. District 6 is supported by property tax based on the number of houses not the number of people in them, so the increase in children using the school services is out of proportion to the tax base.	2/23/2021 7:00 PM
59	Factors-- bedrooms how many? Parking spaces?	2/23/2021 5:15 PM
60	this will allow multiple people to live in 1 house and clog up our streets. it is bad enough that some streets have multiple cars on a street in our neighborhood. This will just allow more people into a house and thus clog up more parking on the street if this is passed!	2/23/2021 2:47 PM
61	There is not enough parking in neighborhoods adding more adults brings more vehicles and then they have to park in other peoples yards and sometimes when you come home there's nowhere to park or they put cement in their yard making their yards look little me car lots	2/22/2021 8:41 PM
62	The only outcome of this change will be a decline in property values.	2/22/2021 7:16 PM
63	I think it should be up to homeowners and who they want living there with them or who they rent to. Multiple adults in homes are already happening and it can be a great financial benefit. I've spent close to a year self quarantined because of an immune disorder because our sheriff and government won't enforce state public health guidelines. You can't pick and choose where you will heavy hand government then turn a blind eye. Be conservative or be consistent.	2/22/2021 5:33 PM
64	You are opening up a problem for neighbors that the city will not have an answer for. This would benefit landlords with no consideration to the neighborhood. There would be no control over increased parking and no controll over back ground checks	2/21/2021 1:31 PM
65	You will just lower housing values and make residential areas into " apartment " living with the noise, increased traffic and crime problems	2/21/2021 7:31 AM
66	I think at least three unrelated parties should be able to live together. Housing is expensive. We have other laws in place to protect neighbors such as noise complaint, etc. if three working adults want to share a 3 bedroom house, I think they should be able to.	2/21/2021 12:46 AM
67	Who cares if they are related or not. You should be asking why that many people need to live in a house and how you can have affordable housing instead of wasting resources on this	2/20/2021 9:51 AM
68	An increased number of adults living in one residence will likely increase the burden of already limited parking as well as increase domestic disturbances particularly noise and dispute related incidents.	2/20/2021 9:17 AM
69	I am not in favor of turning homes into boarding houses. That is a multi-family zoning decision. But truly unrelated individuals, functioning as a "core" family should be allowed to exist without restriction. For example step children, ex-spouses, distant relatives should be allowed without restriction.	2/20/2021 8:30 AM

70	Time will tell how much it should be increased by looking at the cause and effect. Neighborhood covenants should have the final say in the end. A city wide proposal may not work, so a city wide proposal should be more liberal than neighborhood standards.	2/20/2021 7:49 AM
71	We should allow the same number as fort Collins.	2/20/2021 5:51 AM
72	Law isn't enforced to begin with. Typically see increase in congestion on the streets, lack of care for property	2/19/2021 8:08 PM
73	Because I should be allowed to help out friends affected by this pandemic and economic loss if I want to.	2/19/2021 7:26 PM
74	We don't need homes turning into frat houses. I fully understand the need for homes, but also (as someone who lives next door to a rental home) understand how utterly [REDACTED] it is when there are too many people in a home.	2/19/2021 7:13 PM
75	Absolutely not! Home owners buy and or have bought in specific neighborhoods because of this correct zoning and knowing that if followed their neighborhood would continue to look nice and not get cluttered with excessive vehicles and a lack of ownership pride.	2/19/2021 7:05 PM
76	Greeley is a college town and an oil town. Plus we have several hospitals. Many people stay in Greeley for part of the year or for different times throughout the year as a secondary residence. With the cost of living being so high many would be house poor without the ability to rent out extra rooms while they're away/that are unoccupied.	2/19/2021 6:20 PM
77	Possibly u+2 but no more in R L zoning. Will ultimately ruin neighborhoods. That's what higher density zoning is for	2/19/2021 6:20 PM
78	Parking, noise, possibly more guests for each unrelated person, unrelated people could be more prone to participating in illegal activities	2/19/2021 5:14 PM
79	Cost of living is high now. Just makes sense	2/19/2021 4:58 PM
80	We purchased a home in a single family subdivision. Property values will dip if this is rezoned. From what I'm hearing, Greeley does not enforce the zoning laws already on the books. People complain and no action is taken.	2/18/2021 8:26 AM
81	Yes, any number of unrelated people should be allowed to live together.	2/17/2021 6:29 PM
82	I think it can open up a number of issues e.g. fighting, over parking, overall look of the neighborhood, reduced property values. I have a question for you: Why do you want to change this? Hasn't the current zoning laws served well. Greeley has something to be proud of, with the cleanliness of the city, in most parts. Why would you change the rules for the homeowners that have invested in the lifestyle they were sold when they bought their home? This is a decision that should be at least voted on by election, not just a few representatives. I have my home and am happy here, should I move now so that an agenda can be satisfied by a chosen few. If you do pursue this it should be for new neighborhoods with the disclosure in the developement and the current neighborhoods should be grandfathered in under current laws/rules.	2/17/2021 5:12 PM
83	Too crowded on the streets with cars. People are already breaking this law anyways and you can tell when you drive down residential avenues. Nowhere for guests to park anymore.	2/17/2021 10:44 AM
84	Most people who purchased single family homes did so to have that limitation to create a less dense neighborhood. This feels like a bait and switch. The investments are misleading. Property values will decline. I can't see the reasoning?	2/17/2021 10:42 AM
85	I live in a house that is in an area that is coded U+1. I appreciate the quiet an peacefulness. I'm afraid that increasing the number of unrelated adults would lead to more noise and a messier neighborhood.	2/17/2021 9:33 AM
86	Increasing occupancy standards from U+1 would result in more noise, rowdy parties, property damage, traffic, parked cars, litter, and other nuisance behavior. I know this because at one time, I lived near central Greeley and experienced neighborhoods with higher occupancy zoning. I endured all this behavior and was miserable. People move into R-1 areas with U+1 standards because they desire to live in neighborhoods that are quiet, peaceful, respectful, and well-maintained. The character of these neighborhoods meets the needs of families, children, and senior citizens. Increasing occupancy would ruin the nature of these neighborhoods.	2/17/2021 8:31 AM

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87	I think it should be increased because there isn't enough affordable housing. Everywhere in the city should go to +2, and some areas to +3	2/16/2021 9:49 PM
88	I do not think single family home subdivisions should be turned into multifamily subdivisions. Potential noise, traffic, parking, congestion, etc problems.	2/16/2021 6:31 PM
89	I think it should be increased, but only marginally (U+2, similar to Fort Collins). As a resident of the Cranford neighborhood, any increase greater than this will adversely affect the neighborhoods (Farr, Cranford, Alles, Glenmere) closest to UNC's campus. Unless you can assure that other code violations (trash, noise, parking, derelict landscape) will be enforced (with some teeth), then I'm not supportive of a large occupancy increase. Part of the issue in the areas around UNC's campus are the already large number of derelict rentals with little landscape, excess trash, and questionably habitable spaces run by absent or uncaring landlords. Those things need to be addressed in addition to an increase. Additionally, I would like to see a more in-depth rental market analysis of where in the city individuals are paying more than 30% of their income (among those making less than median and lower income). Is this change actually going to abate the rent burden? I have my doubts.	2/16/2021 8:35 AM
90	There are already numbers of people living in homes. Just drove around town and see cars at my houses. Why increase the number when the current ordinance is not enforced?	2/15/2021 6:15 PM
91	I believe that we are about to have a housing glut. There are so many apartment being built now that I don't see a need for more than You plus 1! I am extremely concerned about the units planned for north of Ashton Estates. This is HR zoned. It is my understanding that this was approved more than 20 years ago. It is time to rethink this high traffic area with a new hospital and two sub-divisions built since the zoning assignment.	2/13/2021 12:18 PM
92	We need more housing, especially more affordable housing.	2/10/2021 8:45 PM
93	It's surprising that the city cares how many unrelated people live together. Who does it harm? The information shared by the city doesn't seem to offer any justification for this policy.	2/7/2021 8:45 AM
94	A lot of income can be gained from renting properties to college students, so it would make sense to allow them to live together for the cities economy	1/31/2021 2:44 PM
95	With today's situations as you stated, I recommend "You plus 2". Beyond that, parking gets cumbersome.	1/29/2021 3:32 PM
96	Yes! As a college student I have really benefited from staying with multiple roommates. It is the only way I would have been able to afford to live outside of the dorms. Given some of the lower end demographic that lives in Greeley, I don't see why a rule like this should be forcing more people into homelessness or causing people to be "house poor". I think the standard should be at least U + 3.	1/28/2021 9:15 AM
97	I know many people who live in Greeley attend the University of Northern Colorado. They need to be able to love with unrelated friends in order to have a comrodery and afford to live in Greeley	1/27/2021 6:28 PM
98	+2	1/27/2021 3:58 PM
99	I purchased my home to have the peaceful neighborhood and less congestion. If I wanted to live in a trailer court or apartment where there are far more people, cars, noise, etc., I would live there. Too many people in an area effects the infrastructure and I worry about crime. This is already a problem with Greeley.	1/27/2021 3:31 PM
100	High cost of housing. Very limited affordable housing. U+1 encourages homelessness in the community. Occupancy should be governed by number of bedrooms in structure as a minimum	1/26/2021 5:43 PM
101	Rent is expensive	1/25/2021 3:20 PM
102	The standard is an old limitation that does not reflect the current housing needs in our community.	1/22/2021 1:53 PM
103	Due to economic conditions it may become necessary to help out a family of 3-4 on a temporary basis.	1/22/2021 3:57 AM
104	The cost of housing , for young adults specifically, is near impossible to live in an actual house without the financial burden being shared amongst roommates. The ordinance should be modified to allow 1 person per legal bedroom to reside in the home. The ordinance is very specific about unrelated persons living together, but it allows legal/blood families of ANY SIZE	1/21/2021 10:30 PM

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to reside in any size space, regardless of any health or safety concerns....why should a family of 8 be allowed to live in a 3 bedroom house of 2-3 people/bedroom, when 4 unrelated individuals cannot live in a 4 bedroom house of 1 person/bedroom? As people get married later in life or go through different times of transition, the U+1 is incredibly limiting and inhibiting of living accommodations that are beneficial to all involved. Parking rules and property appearance standards will still apply, but dwellings and inhabitation can comfortably allow for more.

105	We live in America people can make choices about how many people live with them. As long as each person has two to three hundred square feet and there is enough parking to cover so if you have a really big house and four people unrelated to living there then there should be at least two off street parking spots and two on Street	1/21/2021 4:47 PM
106	I don't think it should matter whether or not you're related. the number of people in your house should be Determined by the Number of people that can safely live there.	1/21/2021 3:58 PM
107	I don't think there should be a limit. These days people need to do whatever is necessary to find affordable housing and if they find it by more than 2 unrelated adults living in a space, that is really none of the city's business.	1/21/2021 3:42 AM
108	As many as it takes to pay the bills. Having a couple more people would raise the amount of money each person has to spend on things other than Rent. And if it prevents someone from being homeless even better.	1/19/2021 1:24 AM
109	More people equals more vehicles. Vehicles in driveways with one behind the other and extends out over the sidewalk which leads to kids playing and riding bikes in the street. Also cars parked on the street and blocking driveways.	1/18/2021 10:49 AM
110	No cut and dry answer. Should depend on size of house, situation of people living there. I have a 3 bedroom house and am single. I have a roommate to make ends meet and if I want to rent out my other room I should be able to. What if it's to a couple? Previously I also had a roommate with a baby for a total of 4 of us. I'm curious as to why limits were set to begin with.	1/17/2021 12:05 PM
111	Understanding the economic considerations of families currently I believe it is ok to allow 2 plus you family members. The concern I have in our neighborhood in Mountain Shadows is #1 the number of cars on the street. When I see 6 pickup trucks surround one house hold it is a concern. #2 out of state license plates or expired plates that go u checked. #3 pedestrian safety with so many vehicles in the street. #4 concern for upkeep of the house, junk in yard or sidewalk, walks not shoveled etc. I understand some home care requires finances but trash, junk and snow require movement not money.	1/17/2021 10:16 AM
112	Residential homes were created for single families. Increasing the number will lead to parking congestion and people will take advantage of moving others in and make the neighborhood less safe. It's bad enough in Greeley let's not make it worse.	1/17/2021 9:46 AM
113	There should be no limit on how many unrelated adults can live in a house. If there are enough bedrooms, it shouldn't be an issue.	1/16/2021 6:43 PM
114	Creates congested parking, more occupants using the yard, garage for repairs, etc. Makes getting around these areas in emergency vehicles harder because of the increased vehicles and parking. There are already zoned properties that allow for this so it makes no sense to me to alter single family dwellings. If for no other reason than the fact that people buy and own in single residential areas with the understanding we live next to the same single family dwelling. It doesn't seem fair to me and certainly does nothing to increase property values. Mutli-family zoned in multi-family structures and areas and single -family zoned in single family structures and areas, period! Thank you for the opportunity to comment.	1/16/2021 5:00 PM
115	Rent costs are unaffordable especially for low income persons	1/16/2021 2:49 PM
116	I have lived in my nice quiet neighborhood for 46 years and don't think that my neighbors should be running a boarding house. It increases traffic and tends to degrade the neighborhood.	1/16/2021 2:06 PM
117	Yes, because the government has no business telling people what to do or who they can have in their home. There should be no limit.	1/16/2021 1:50 PM
118	It just is another reason for people to not get married. Also the parking is a nightmare already with some families. You just would add to this problem. If they all have cars they intrude on	1/16/2021 1:08 PM

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neighbors. This has been a huge problem in the Farr Park area for years, because of those who abuse the current law.

119	More adults equates to more parked vehicles. Our streets are already clogged with parked cars.	1/16/2021 8:37 AM
120	Job opportunities are out there! Go get one. Can you even qualify to rent or own a house on unemployment? If we allow for an increase of occupancy of non related adults, all neighborhoods become a frat or sorority house but to a different degree and far away from campus. You will see our lovely neighborhoods changed overnight and property values drop quickly and the Greeley housing market will follow trend.	1/15/2021 8:47 PM
121	Short term, I would have said yes, but the strain of another person is probably another family - multiple people, multiple vehicles, more congestion is not typically a good thing. That said, if you allowed for 6 months, 9 months, even up to 1 year - I would have said yes. Indefinitely - no!	1/15/2021 4:47 PM
122	Number of unrelated adults in a house should be limited to the number of official bedrooms are in the house (per county assessor documents).	1/15/2021 3:55 PM
123	In creasing the number of unrelated adults from 2 to 3 would be fine. The issue is not the number but the impact to the neighborhood from the supposed 8+ "relatives" living together. The city has no teeth in requiring people to show how they are related. Second is the number of commercial vehicles and trailers brought into the single family home neighborhoods. I understand hard economic times, I lived in a home with over 20 other refugees, in Panama in 1961. However, we were cognizant of not disturbing the neighbors with our presence. I know you can legislate the be nice requirement. But, how about all the trash cans in front of the house? I've called it in. gets cleaned, but then again in a few weeks.	1/15/2021 1:14 PM
124	Due to COVID, unemployment, the economy, many need to rent out a room(s) to help pay the bills. Others help family members during these trying times. Some cultures live with several generations of family in a house.	1/15/2021 12:42 PM
125	I'm not convinced it is necessary.	1/15/2021 11:44 AM
126	Once you keep adding people it turns into a party house. Too many cars on the street.	1/15/2021 11:12 AM
127	Being a landlord, more than two would create to many problems.	1/15/2021 10:26 AM
128	Contributes to lower property values Effectively makes single family homes multi family or like rental apartments .	1/15/2021 9:58 AM
129	You plus one is plenty of people to live in a home.	1/15/2021 9:40 AM
130	The City does not inforce any excisting regulations, rental houses in my area have multiple residents of different familys living in a single house. More pickups and cars parked in driveways and street limiting parking for legal residents. City needs to get a clue...	1/15/2021 9:36 AM
131	This housing issue has been occurring in our neighborhood for several years. It has been reported to the city (and also to our HOA). The city prefers not to deal with it— nothing has been done. Why worry about changing the rules when the city will not enforce the existing rules	1/15/2021 9:13 AM
132	Limiting the # of unrelated people living at a dwelling helps with reducing the # of vehicles at that dwelling so that traffic and parking don't become more of an issue in the neighborhood. Maybe you should look at how expensive rent is and address that so multiple people aren't forced to live together. Greeley used to be an affordable place to live but not anymore! Greed as taken over!	1/15/2021 9:13 AM
133	You plus two is more appropriate. If owners need to rent a room to make the mortgage payment, I think that should be allowed.	1/14/2021 10:04 AM
134	Yes, I think there should be very few or no restrictions on where people can live. The associated nuisances can be dealt with accordingly and working to "protect" certain neighborhoods inherently discriminates against others.	1/14/2021 9:08 AM
135	I believe most cities allow more than 2 unrelated adults per household. I think Greeley needs to allow at least 3.	1/13/2021 9:32 PM
136	I feel the current rule is adequate and "safe". If we Don't stay at this standard then our city/neighborhoods will be under stress with increased #'s which may lead to problems with	1/13/2021 8:57 PM

overcrowding of schools, streets (with too many parked cars) etc. the quality of our lifestyles will deteriorate and people will begin leaving Greeley.

137	debt to income ratio used systemically by real estate bankers financial institutions have and keep those in poverty and others in poor living condition by not allowing home ownership. Minimum wage also does not suffice to obtain a larger rental with more room and others. If the system debt to income or 2-3 times monthly income is used to approve a loan then such should also be considered in homes with adults and children in a way to obtain more room. thank you there is more to the policy that should be sent to congress for reduced poverty and allow impoverished society to own property and obtain financial freedom by owning something as oppose to investors charging every one	1/13/2021 8:01 PM
138	This is a free country.	1/13/2021 6:59 PM
139	Why should there be a limit placed by local govt? Increase by 4-5 unrelated adults. It changes depending on if it is all adults vs a family with children and several adults.	1/13/2021 6:55 PM
140	Yes, and I believe there shouldn't be a limit. The existing ordinance and zoning discrepantly affects lower-income individuals, as many people need roommates to afford rent. As BIPOC, LGBTQIA+ individuals, disabled individuals, and other individuals with minoritized identities are disproportionately lower income, this ordinance contributes to an increasingly segregated city. Furthermore, the definition of family employed by Greeley's municipal code is archaic and doesn't account for a diversity of ways "family" can be defined. Family should not have to be proven through legal contract or blood relationship, and to do so continues to disproportionately affect individuals with marginalized identities.	1/13/2021 6:19 PM
141	I think it should be "you plus any other consenting adults". I know of places where a house is shared among 18 unrelated people and this doesn't bother them because they all know of the risks living together.	1/13/2021 6:13 PM
142	I think this is a ridiculous standard and I'm glad you are looking at this since its been around for 40 years. In a college town, you can expect unrelated students are going to live in one home. Also, with the large agricultural and meat packing plants employees and their low wages, employees might have to live together to afford their housing. Please make this standard more flexible and inclusive for the needs of the community.	1/13/2021 6:09 PM
143	Freedom of association. Also, college students need it to be much higher in order to afford to live off-campus.	1/13/2021 6:07 PM
144	I think the only limits would be based on the size of the home (bedrooms etc). There is definitely a need for housing regardless of relation.	1/13/2021 5:14 PM
145	The number of occupants should be tied to the safe / healthy capacity of the building. If modifications have been made to SFHs, then the max occupancy should reflect this.	1/13/2021 4:09 PM
146	I believe a reasonable number would be 4-6.	1/13/2021 3:06 PM
147	The is so little affordable housing more people would be homeless if authorities knew how many people were co-habiting in many homes.	1/13/2021 3:01 PM
148	This will continue to crowd the existing neighborhoods with more vehicles on the neighborhood streets. In addition, extra move ins have already impacted our neighborhood with noticeably poorer responsibility and attention to existing properties by property owners.	1/13/2021 2:19 PM
149	I find that number low considering we are a college town but on the other hand it should not be any higher than the bedrooms available.	1/13/2021 2:16 PM
150	I've lived in Greeley over 50 years. It was once a beautiful city where people took care of their homes and yards. Now, it seems that is no longer the case. I see countless homes in many different neighborhoods where many trucks and/or cars are lined up in the driveways and on the street. It is obvious that there are multiple unrelated adults living in the house, probably renting, who don't care about the property. These properties are full of weeds and trash, and the lawns are dead. I think if you increase the number of unrelated adults who may live in a house, you are certainly not going to enhance the beauty of the neighborhoods in Greeley. You are only going to add to this current problem. I have many friends, who probably won't get this survey, who feel the same way.	1/13/2021 2:06 PM
151	Due to current financial issues for many folks I think 2 more unrelated adults should be permitted	1/13/2021 1:21 PM

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152	Definition of "family" should be expanded to include some non-traditional family relationships. Total numbers of persons permitted to reside in a home should be gauged by numbers of rooms, total area, approved off-site parking, etc. in addition to expanded definition of family. Traffic, parking congestion, noise, and other public safety concerns should guide the formula.	1/13/2021 12:56 PM
153	I have already seen some houses that have more than two unrelated adults, and they are a mess. There are more cars, more noise and too many people in what is suppose to be a single family household.	1/13/2021 12:35 PM
154	Given the exceptional rise in housing costs throughout the State, coupled with the fact that we are a college town, I believe the ordinance is and has been way too restrictive.	1/13/2021 12:32 PM
155	Rent is too high, and multiple unrelated roommates should be allowed in order to afford it.	1/13/2021 12:21 PM
156	While there are very real consequences to this limit, the economy and world today is simply not fit for the parameters that the limit creates. Frankly, it's one of the least useful laws Greeley has kept and probably the least adhered to.	1/13/2021 12:07 PM
157	As it becomes more and expensive to live here, I think it should be increased to U plus 3 to allow for people to have roommates but keep it from getting crazy, with more people there could be a parking problem. Could it somehow depend on the size of the home or apartment?	1/13/2021 12:06 PM
158	Greek Housing is the best thing that has ever happened to me. I don't understand why there is a standard in the first place. This is the ██████ united states, if 11 grown men decide they want to live in a house together that should be allowed.	1/13/2021 11:50 AM
159	I'm hesitant to say Yes but I do understand the "why" behind this. I'd like to start the transition by increasing to U+1+1 only. Why such a small change? Because I live on a street with a split of own/rent and the street is already quite full of parked cars; day and night. Even now the assortment of occupants can leave one wondering if they are in alignment with the existing formula. Thanks for asking in this regard.	1/12/2021 3:17 PM
160	3.	1/12/2021 2:22 AM
161	I answered because I think there should be no limit.	1/11/2021 6:05 PM
162	I don't understand what the rule's function really is, so I think it makes sense to do away with it entirely unless there is a reason that I am missing.	1/11/2021 5:58 PM
163	Considering that Greeley is primarily a college town, it is safe to assume there will be at least 2 unrelated people living with eachother. Even more so if they live off campus or in a dorm that houses multiple people per room.	1/11/2021 5:14 PM
164	As an university student finding affordable housing is a big deal to me. The number of roommates I am able to find greatly increases my standard of living.	1/11/2021 4:58 PM
165	you plus 5	1/11/2021 4:57 PM
166	As a college town, there's always been several people to one household. Now, people can't afford to live alone, so having roommates becomes a means to an end.	1/11/2021 1:34 PM
167	There is plenty of places to rent that allow multiple people to live together. Increasing the occupancy rate to more than 1 other unrelated person will devalue single family homes. Tenants are extremely hard on properties and this would make that situation even worse.	1/11/2021 11:45 AM
168	This code has been this way since around 1980. With the change in housing prices and changes listed to address this concern, I think it absolutely HAS to be changed. People cannot afford housing, people are even having trouble paying rent. Things have changed and the Counsel needs to address this instead of standing on a "oh there are no issues here, we don't want to make chances if there aren't problems" There are problems! My concern is that I happened to stumble upon this web site/voting just browsing the web. I don't think enough people in Greeley know about this voting/solicitation of public opinion. How many people need to vote to make a difference? This needs to be marketed and pushed to the public way more because I'm sure 8 out of 10 people would agree that this code needs to be updated.	1/11/2021 10:39 AM
169	Parking is a problem and trashed outside areas. You can spot these homes all over your neighborhood.	1/11/2021 10:38 AM
170	To answer that, you must tell me how much you are increasing it. Maybe increase by 1, so U+2 would be ok, but no more.	1/11/2021 10:03 AM

171	You plu the number of spare bedrooms is reasonable and seems to happen in our neighborhood anyways. Existing standard can't and isn't enforced at all.	1/10/2021 9:00 PM
172	I have lived in the same house for 40+ years. In that time I have watched our once nice quiet neighborhood start to show some wear and tear. The neighbors have changed many times and through the changes I have witnessed multiple families occupy the same home even though we are zoned a single residential neighborhood. The problems I have noticed is multiple the residents end up looking like a car lot, they have allowed the property to run down affecting the value of my property, trash build up, letting the sun remove the snow instead of clearing their walks, cars that have expired tags permanently parked on the street. I don't think we need to increase the number of non family members living in the same household in a single family zoned neighborhood.	1/10/2021 4:13 PM
173	My reason is a simple one. In almost 100% of Residential Neighborhoods in Greeley ther is not sufficient parking. If you would like to see first hand , go to [REDACTED] (Greeley). Every morning you will see 5-6 cars in the driveway and 4-5 in front of just not there house, but in front of others as well. (No Respect) If you would like I could elaborate in more detail. Please contact me at [REDACTED] . Thank-you	1/10/2021 12:49 PM
174	Rentals in single family residential areas tend to not maintain or take care of the property and there is a large increase of traffic to these homes. We have experienced this in our older quiet subdivision as no one really enforces this regulation except possibly in the neighborhoods close to the university. We had multifamily rentals for many years and we did follow the guidelines for related parties.	1/10/2021 12:26 PM
175	As an example, college students living in a residence is appropriate and saves each of them funds for their education. Anymore than six persons generates parking problems on the street.	1/10/2021 9:47 AM
176	You plus 2 max. Otherwise you get too many vehicles on street also.	1/10/2021 8:21 AM
177	I think that the number of unrelated adults allowed should be increase because of the reason given. The number allowed in a single family home should depend on the number of bedrooms the house has. I think two adults per bedroom would be acceptable in some homes.	1/10/2021 12:24 AM
178	As a property manager, people take advantage of not letting managers know who is living there, how many.	1/9/2021 10:44 PM
179	Why should there be any limit at all? America is a free country. People should be allowed to live as they see fit, within reason, without an over abundance of restrictions.	1/9/2021 7:52 PM
180	With exceptions for housing rented to students.	1/9/2021 3:56 PM
181	There are a lot of variables, but I think the policy needs to consider the number of bedrooms, parking needed, and perhaps square footage.	1/9/2021 3:44 PM
182	How does the city consider civil unions? I believe it should be increased as there are more civil unions now than ever before. In many cases the house holds combine children. However, I do believe there should be a limit to how many unrelated persons with not bond should be allowed to share a home.	1/9/2021 1:40 PM
183	For all the reasons previously stated. I knew it was limited, I didn't know it was only U+1., tho. I could see allowing it to a max of one per bedroom of the house (a 4 BR house would be U+3). This would allow single homeowners the ability to decide if that is what they would like to do with their homes. These are tough times.	1/9/2021 1:24 PM
184	we have to many houses that have more than 1 family in them and don't keep the yards or fence and have to many cars so you have no parking in front of your house to many smells and to much noise	1/9/2021 12:46 PM
185	Should be based on the square footage and the number of bedrooms It should max out at 4	1/9/2021 9:52 AM
186	No - three doors down, is a drug house that the police raided a while back. There still are a lot of people there coming and going, usually through the alley. Next door to me the owner is renting out rooms and when they can't park in his driveway they park in mine. Two days ago someone there decided to start fixing their car in MY driveway. I could not get my car out and I was too scared to go out there and confront them all.	1/9/2021 8:52 AM
187	No increase. Current occupancy limits are not enforced now, this will only make it worse. As always, unscrupulous or absentee owners will take undue advantage of this. While I am	1/9/2021 8:51 AM

sympathetic to the plight and needs of those seeking housing, opening the gates is not the answer. I do not support this in any way.

188	We live in an area of homes close together.more people in one home increases traffic and the number of cars parked on the street. We feel that would lower the price of our home as the character of the neighborhood changes.	1/9/2021 8:37 AM
189	So many times it degrades the neighborhood. No parking for extra cars and deterioration of the of the property.	1/9/2021 8:11 AM
190	not when said property does not and will not provide enough parking spaces and you have "neighbors" blocking your driveway, in your driveway or taking up street parking so your visitors have to park blocks away.	1/9/2021 6:58 AM
191	should be determined square footage.	1/8/2021 10:11 PM
192	It leads to parking issues ruins nice neighborhoods, leads to undesirables moving in causing problems.	1/8/2021 10:08 PM
193	The current limit protects neighborhoods from large numbers of young people cramming into a small apartment, thus protecting property values.	1/8/2021 10:06 PM
194	In the question it doesn't specify if this involves children. I don't believe that children should be living with other adults who are not related to them.	1/8/2021 9:19 PM
195	Most neighborhoods in Greeley do not have adequate parking available for households that contain multiple people thus multiple vehicles. i.e. A family with 2 parents and 2 teenagers typically has 4 vehicles. Most housing does not even have sufficient parking for 4 automobiles. If that same household had even 1 unrelated couple living there, an additional 2 vehicles would need parking spaces. This scenario will/does create tensions and disputes throughout neighborhoods. Now, add more unrelated people to that household and see what happens. This would be a major disaster for Greeley because of the many people who would take advantage of this and have 10/12 people living in a 2/3 bedroom home with 1 or 2 bathrooms. Imagine the amount of fights, domestic abuse and neighborhood complaints this household would burden the city with.	1/8/2021 8:53 PM
196	It depends on what part of the town. I live on 13th Ave and would like it kept here. Thank you.	1/8/2021 8:11 PM
197	In typical neighborhoods, there is only so much driveway space and street parking. Adding more adults, adds more drivers and vehicles in most cases. I think that there could be some variances in unique housing situations where perhaps a house has a a permitted apartment built into the basement or above the garage. I also believe that in most situations where there are multiple adults living in a home, that the individuals are somehow related (parents, grandparents, cousins, etc). There comes a point where having 3 or more unrelated individuals living together encourages more of an apartment type of living situation, and those of us choosing to live in single family homes are doing so because we want to be surrounded by other single families, not by people with no buy in to the neighborhood lifestyle. I think the city should look at permitting and building more diverse housing options that are affordable and cater to individuals who are not looking for single family neighborhoods rather than increasing the current U+1 standard.	1/8/2021 8:08 PM
198	There's enough issues with poor household management with current rules/regulations. Such as parking, trash, respect of neighbors privacy and noise.	1/8/2021 7:58 PM
199	As a landlord, the +1 policy seems to work well. It allows for unmarried couples to rent together, or allows for a roommate to help cover rent. We don't ever want to stress people financially to cover rent, and find that if a tenant needs more than 1 roommate in order to cover rent; they are stretching themselves too thin, which puts undo stress on life. Raising the limit of unrelated roommates will have the unintended consequence of higher turn-over and evictions; if 3,4,or5 people are splitting a lease and 1 or 2 move out for any reason, chances are high that the remaining tenants can no longer afford the rent, and may miss payments leading to evictions.	1/8/2021 7:22 PM
200	Freedom is a good thing. As long as other limits regarding parking, noise, etc. are followed, there is no reason to limit the number of people in a house. Even if the elites of town prefer to see their areas protected by limiting the number of unrelated in a home, that should not be allowed, as it is discriminatory to pass such regulations due to the economic prerogatives of the people of a particular area.	1/8/2021 7:12 PM

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201	I'm not sure why there is a need for a rule limiting the number of adults to live together. I do not think a limit should be set based on whether the individuals are related.	1/8/2021 7:07 PM
202	1+3	1/8/2021 7:03 PM
203	Property owners around them could lose privacy, gain spill over onto their property,..ie vehicles, etc.	1/8/2021 6:09 PM
204	A rental house next to our home in West Point had multiple unrelated adults living in it, all of which drove separate cars. Their three car garage was too full of stuff so no one could park in it. The driveway had 6 cars in it -3 cars across/two cars deep - so the overflow spilled out into our cul-de-sac and often times blocked our driveway. It was a nightmare to deal with.	1/8/2021 5:36 PM
205	Why does it really matter how many unrelated adults can live in a house dumbest thing I ever heard	1/8/2021 5:36 PM
206	Not to exceed three unrelated individuals.	1/8/2021 5:33 PM
207	Where our economy is today many adult children may need to return home for help bringing along a boyfriend or girlfriend. I don't have a problem with helping out our young people as long as the street isn't lined with cars and parties all night abusing their arrangement.	1/8/2021 5:15 PM
208	This would cause additional vehicles being parked on city streets. These streets were not built in a way to handle so many extra vehicles and would cause moving vehicles to not be able to maneuver in crowded areas.	1/8/2021 4:57 PM
209	I'm a resident in a townhome complex. We've had too many problems with multiple unrelated residents in a unit. I would rather see a requirement to apply for a variance if economic hardship necessitates a temporary permit to share the residence.	1/8/2021 4:57 PM
210	Perhaps a mother and father and one offspring provided the unrelated individuals are related	1/8/2021 4:33 PM
211	4. That would allow for 2 couples to share a house. That's a manageable number and a popular sharing arrangement.	1/8/2021 4:31 PM
212	U+1 works great for the privileged. It is implicitly biased against poorer people.	1/8/2021 4:26 PM
213	I the city's current standard is exclusionary and discriminatory and violates the rights of property owners, and should be scrapped.	1/8/2021 4:25 PM
214	We have two houses in very populated areas of Greeley and are single family homes with lots of multi family units around us. It already doesn't work for parking, noise, privacy. Our one home was built in 1898 so it's not that we knew what we were getting as much as the city of Greeley not having and not enforcing code.	1/8/2021 4:21 PM
215	I think you should allow for at least 4 people. I understand why the rules are the way they are (kind of) but there are several reasons I think it should be increased. 1. This is a college town. College kids need to be able to share housing and friendships when they agree on it without. 2. The economy is not going to get better. We have a problem with homeless or near homeless people. A shared dwelling could solve some of those problems, since some homelss work but can't make enough to pay rent by themselves. 3. It make sense to allow people to share housing as long as they agree among themselves, both for financial and emotional reasons.	1/8/2021 4:21 PM
216	In order for some individuals to keep their homes they have resorted to renting & sharing spaces with others. As long as all are respectful of others in neighboring homes & spaces should not be limited & risking the loss of home ownership or penalty.	1/8/2021 3:20 PM
217	Yes, I would like to see a slight increase (you plus 2 or 3) to allow another roommate type situation (you own the home and have 2-3 roommates) or similar.	1/8/2021 3:07 PM
218	We had a house next yo us with 13 people living in it, they claimed they were cousins, it was terrible noisy, no parking	1/8/2021 2:41 PM
219	This is incredibly outdated and unfairly targets people who must live with roommates for financial reasons. The cost of living in Northern Colorado is only going to continue to increase.	1/8/2021 1:47 PM
220	It seems a silly restriction. occupancy should be based or sq. footage or bedrooms or bathrooms or something.	1/8/2021 1:39 PM
221	If owner of property pays utilities rent will have to be increased to cover additional costs thus creating a vicious circle. Also, more than 2 creates more legal problems because as a former	1/8/2021 1:28 PM

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landlord I can say room mate situations almost always result in court. Also as a citizen, the number of multifamily houses does not make for friendly neighborhoods as most renters could care less about neighborhood. I have just finished 3 years of terrible neighbors across street who had probably 6 people in a 2 bedroom apartment. NOT GOOD. Almost sold my house and moved from Greeley because of it!

222	I think that, for the most part, the current model works well. I know there have been violations in the campus area downtown, but if it becomes a bigger issue maybe their can be a permitting process for rentals that house unrelated adults.	1/8/2021 1:10 PM
223	Yes because there are college students seeking housing and cant afford one house for two adults? This is the most unwarranted thing I have read yet.	1/8/2021 12:59 PM
224	Housing costs alone is astronomical	1/8/2021 12:46 PM
225	I would need to know what the proposed change would be. Would it be increased to three, five, or infinite?	1/8/2021 12:04 PM
226	The fact that Greeley has stricter rules on this than Boulder, Loveland, and Fort Collins is ridiculous. As a college town that is encouraging people to move to town demanding that houses are occupied by single families only is insane and will cause people to either ignore the rules or move away. There should be no limit on how many unrelated people can live together as long as they are not breaking fire codes and other safety factors.	1/8/2021 11:54 AM
227	Exactly as mentioned above...Weld County is still experiencing a housing cost boom and purchasing or renting a home isn't affordable for many without sharing the cost with other individuals.	1/8/2021 11:54 AM
228	I don't think there should be a limit. When I was in college, I would have loved to share rent with more than 1 person, because we had more than enough room for that in our house.	1/8/2021 11:41 AM
229	I don't think the City has an interest in who lives where. The City interest lies in responding to nuisance complaints. Codifying the nature of relationships among residents falls beyond City purview. In the narrative provided in the Household Occupancy Standards, the City adopted standards because it was a popular notion at one time. If the City intends to provide a standard of living imagined by residents, the City has inserted an opinion that may not be shared by all or even a majority of residents, curtailing the liberties of some to benefit unspecified others.	1/8/2021 11:37 AM
230	Depending on number of bedrooms. Honestly, I think it should be up to landlords or homeowners to decide. I realize that sometimes more adults also means that there are more vehicles to park, but that is true even when people are related. I just wonder about why there is this policy? Is it due to outdated social norms? Unmarried people and gay people being targeted? Maybe the city should revisit it?	1/8/2021 11:08 AM
231	We are in a [REDACTED] pandemic and it's cheaper to live with a few people ... [REDACTED] you for trying to put people on the streets for gentrification's sake [REDACTED] your law	1/8/2021 10:39 AM
232	We live in Crawford which is already a mishmash of mixed occupancy. Allowing more occupants than is why currently permitted will make an already crowded, confused zoning situation worse. The current regulation at least gives the city some regulatory power; without some regulatory power the city is helpless to handle problem properties.	1/8/2021 9:56 AM
233	No! As if the city enforces this anyways. There are decent tax paying citizens forced to live next to degenerative "households". We should not be made to suffer.	1/8/2021 9:55 AM
234	There are a variety of reasons, including the housing crunch and economic uncertainty. Sometimes people form "families of choice" that are not formed by blood or marriage. I believe a reasonable restriction can be in effect based on square footage, etc. Overall, I support the change. Thank you.	1/8/2021 9:44 AM
235	It causes a lot of problems win a bunch of unrelated people live together parking problems noise problems Etc	1/8/2021 9:41 AM
236	U+2 seems to be more common	1/8/2021 9:34 AM
237	The standard should be based on the size of the house not an arbitrary number. For example, 2x the number of bedrooms minus the number of bathrooms. A 3 bed, 2 bath home could occupy 4 unrelated adults easily.	1/8/2021 6:31 AM
238	Because of stagnant wages and increasing home prices to prevent Greeley from having an	1/8/2021 3:24

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even higher population of unhoused people efforts need to be taken to reduce restrictions on housing. In my opinion the number of unrelated people living in a single family home should only be dictated by the amount of space in the house.

239	It will bring down housing values and increase neighborhood traffic.	1/7/2021 10:07 PM
240	Up to 8	1/7/2021 9:39 PM
241	Should be increased to any amount per house hold. But max total people should still be limited based on the size of the house.	1/7/2021 8:27 PM
242	Cost of housing is too high for folks to afford a single dwelling on their own, especially young adults starting out.	1/7/2021 7:53 PM
243	+4	1/7/2021 7:21 PM
244	Obviously, no one wants to see this City become one that encompasses homes packed with people, for the sole purpose of financial convenience, but I fail to see how increasing this number to, say, U+3 could create any major concern to neighborhoods, either as a concern for disturbance, parking, home values, etc, great enough to out-weigh the expanding need for housing, given the increasingly difficult task of further affordable new home construction.	1/7/2021 7:14 PM
245	Ever been in a student occupied rental house?	1/7/2021 6:46 PM
246	I do not think the current standards are reflective of the current economic and cultural climate. I'd much rather see a change to this standard and better access to housing for members of our community who may not be able to afford the increasing cost of housing.	1/7/2021 4:53 PM
247	I think it shouldn't matter if multiple unrelated people live in the same household. Occupancy should be based on the number of bedrooms in the residence.	1/7/2021 4:27 PM
248	Allowed if housing unit has separate bedrooms for all unrelated adults and no more then two minors in a bedroom. Off street parking for all vehicles. One owner must also reside full time in home.	1/7/2021 4:14 PM
249	There are more family styles than the "nuclear family" that may include several unrelated people. By increasing the limit it will make more chosen family units find homes.	1/7/2021 3:51 PM
250	I have no problem increasing the number a small amount. I currently live in an area of Greeley where it definitely appears that many people are living in a single houses. This really adds to the number of automobiles on the property or on the street in front of the property. Not sure I like that. Short term OK, Long term a problem!	1/7/2021 3:40 PM
251	I do not have a problem with # of unrelated people depending on the situation, the size of home is a factor and the # of bedrooms and bathrooms, and cars on a street! This can be a touchy issue. I think there circumstances and variables that are a factor. I believe housing costs and economic trends are a huge factor. I would like to to see some type of variance with guidelines. There is not a perfect mold for living or family circumstances!	1/7/2021 3:29 PM
252	Because this could change the density of neighborhoods beyond the low density, single family homes that we purchased our home in 2007. This ordinance has been in affect since 1980, what is the problem? Maybe you make this increase possible in new developments where people are alerted to this possibility. Also, with only 44 complaints in 2020 and four violations found, what's the problem you are trying to fix?	1/7/2021 3:13 PM
253	Have you seen how many cars are parked outside RL homes now? Do you want to live next door to possibly 6 Or 7 adults with the constant coming and going? There's a reason the college area allows for more. It should NEVER be allowed in RL neighborhoods. This is your answer to the housing problem?	1/7/2021 2:47 PM
254	I feel it is important to keep the rules as is because I am not wanting to live in a high density neighborhood.!	1/7/2021 2:45 PM
255	For many neighborhoods, allowing multiple unrelated parties to reside in a home will likely decrease the values of the surrounding properties. In a purely rental situation, this could cause larger homes to have many unrelated inhabitants who would likely not have a point-person assigned for maintenance, and parking could become a nightmare. If this is handled through the normal zoning process, then neighbors move into a neighborhood knowing the likelihood that a property will have multiple unrelated parties (medium or high density neighborhoods). If	1/7/2021 2:45 PM

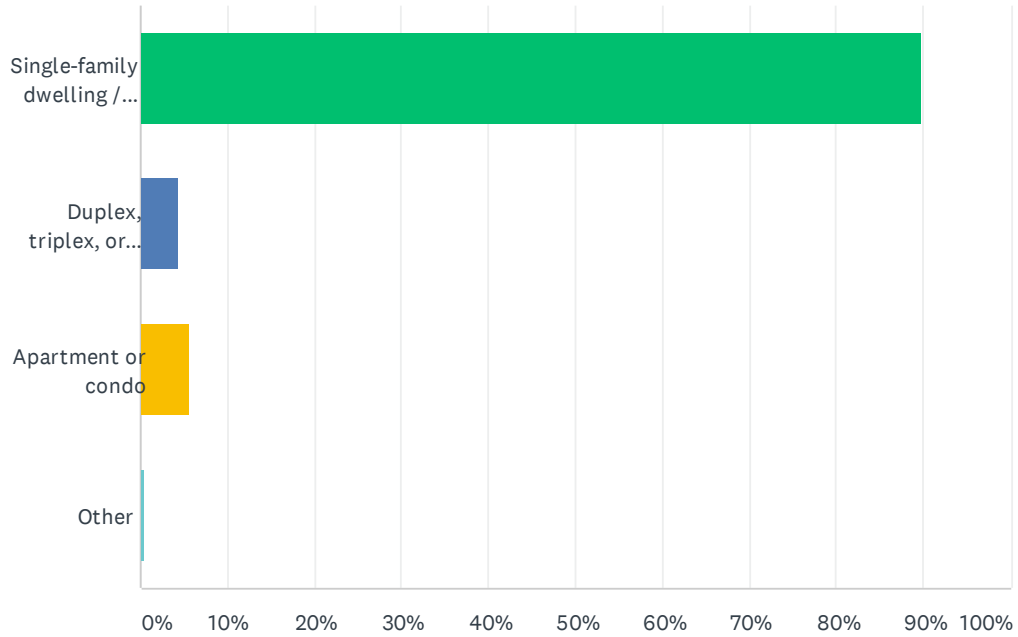
Household Occupancy Standards - Survey #1

this is a standard allowance in all neighborhoods, there is no redress for neighbors to address concerns if issues arise. Thank you for asking for input!

256	Because of housing prices and rent prices, people are required to double up and live together. I fully increasing the existing standard of you plus 1	1/7/2021 2:35 PM
257	Unlimited.	1/7/2021 2:33 PM
258	I am an active real estate broker in Greeley and have watched neighborhoods erode in value due to this increase in unrelated adults. Covenants are being abused and citizens are watching their neighborhoods erode and values diminish. I feel adamant that an across the board change to the occupancy parameters is not the best approach. Specific neighborhoods may benefit but many others will suffer. I would be more than happy to get back involved but this will not take off the pressure on our housing needs and future requirements. The excessive apartment and multifamily projects the past 6 plus years is disappointing and makes Greeley another bedroom community. We are losing every day residents to surrounding communities. I would be more than happy to get involved again in these discussions if something constructive would come from them. Multi family, apartments and increasing occupancy leniency is not the answer. Let's sit down with the Mayor, planning and our economic development individuals and have a hard discussion about what is really happening in our residential markets.	1/7/2021 2:31 PM
259	Home sharing in an area with high rent can make it necessary to have more than 2 unrelated persons. Other jurisdictions allow up to 5 (5 is the max) unrelated persons, providing that they meet the codes relative to space per occupant (living and sleeping).	1/7/2021 2:29 PM
260	To make the cost of living more affordable but no more than 4 unrelated adults.	1/7/2021 2:19 PM
261	Residential neighborhoods are not equipped for parking that is required for multiple people	1/7/2021 1:38 PM
262	I think it should be increased to U+3. Housing costs are extremely high.	1/7/2021 1:24 PM
263	I think that given high housing costs and lack of affordable housing that 4 is a reasonable number and the ability to seek permission for more if needed	1/7/2021 1:19 PM
264	Clearly limits are needed but perhaps 3 adults of 3 different families sounds reasonable.	1/7/2021 1:10 PM
265	It seems like up to 4 unrelated adults could share housing; thinking particularly of senior citizens but could apply to any age.	1/7/2021 12:32 PM
266	It is imperative that more people not be able to share. Houses with bunches of unrelated folks are already ruining our neighborhoods. They don't care for property—exceed reasonable parking on the street and while they are fine folks they need to be in rentals designed for multi family occupancy.	1/7/2021 12:18 PM
267	You plus 2 is enough	1/7/2021 12:12 PM
268	Only if controlled by number of bedrooms or square footage of the house	1/7/2021 11:23 AM
269	U plus 2 max.	1/7/2021 11:22 AM
270	Yes, 2 per room. If the the house has 2 bedrooms. 4 people should be able to live there.	1/7/2021 11:13 AM
271	All around the University you have houses that are rented out to more than 2 students. Right now high prices, low paying jobs, people out of jobs due to Covid. Do we want them on the street because they can't pay their rent or is it better for them to become a roommate and have a roof over their heads?	1/7/2021 11:12 AM
272	It seems strict to limit only one other unrelated adult to live in the same household. I am not sure what the number should be- possibly 2-4 unrelated individuals.	1/7/2021 11:11 AM
273	TEST	1/6/2021 2:49 PM

Q1 In what type of housing do you currently reside?

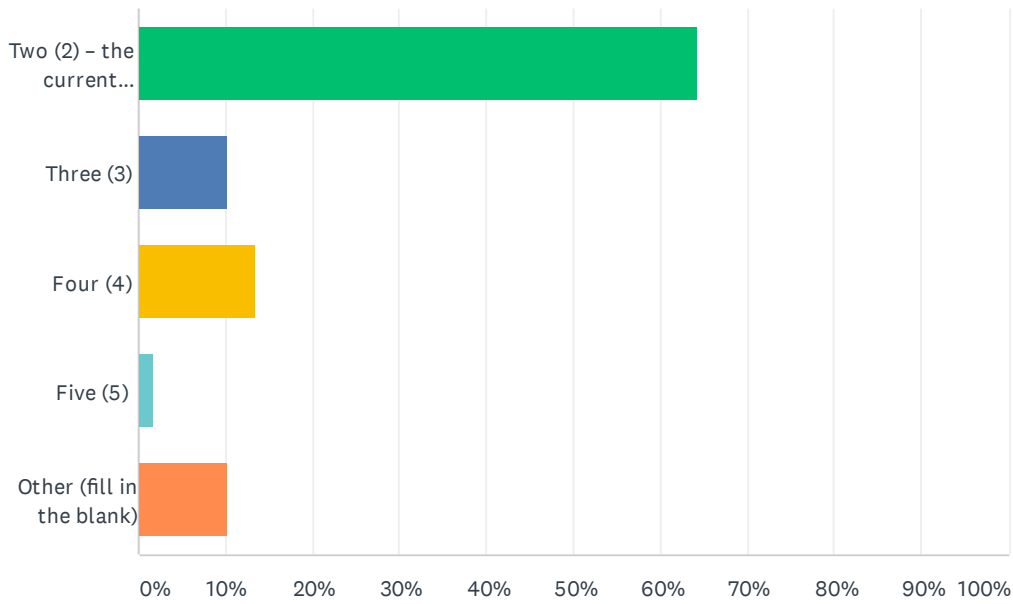
Answered: 232 Skipped: 0



ANSWER CHOICES	RESPONSES	
Single-family dwelling / detached house	89.66%	208
Duplex, triplex, or townhome	4.31%	10
Apartment or condo	5.60%	13
Other	0.43%	1
TOTAL		232

Q2 How many unrelated adults do you think should be allowed to share a typical two (2) bedroom house?

Answered: 232 Skipped: 0



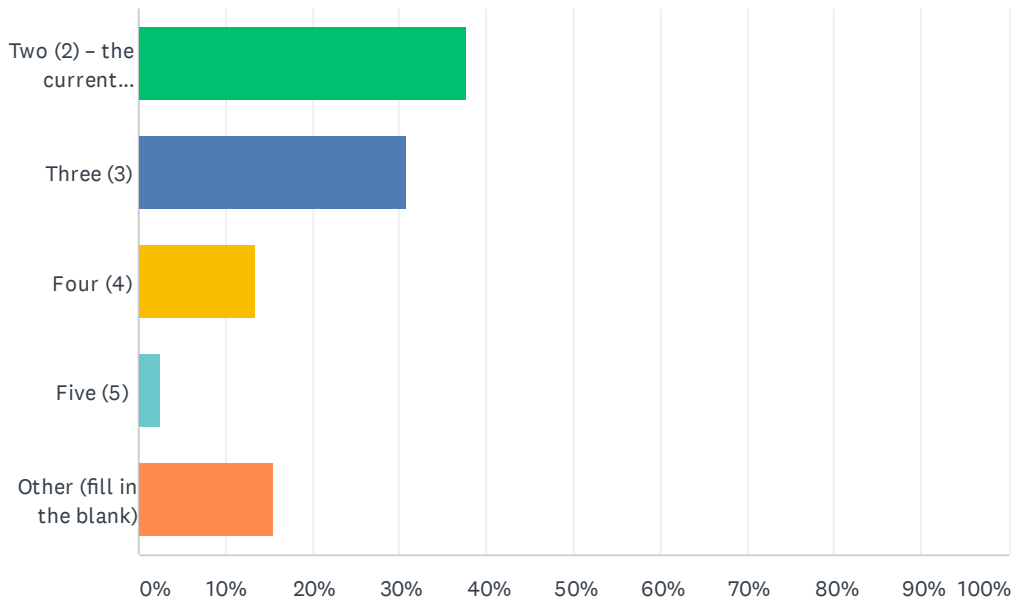
ANSWER CHOICES	RESPONSES
Two (2) – the current allowance	64.22% 149
Three (3)	10.34% 24
Four (4)	13.36% 31
Five (5)	1.72% 4
Other (fill in the blank)	10.34% 24
TOTAL	232

Household Occupancy Standards Survey #2

#	OTHER (FILL IN THE BLANK)	DATE
1	0	3/8/2021 11:43 AM
2	Should be up to the home owner	3/6/2021 10:17 PM
3	No limit	3/5/2021 7:19 AM
4	I do NOT believe related/unrelated should be in the zoning code at all. That is discrimination. Instead, limit the number of people based on fire safety regulations.	3/4/2021 9:44 PM
5	There should be no governing of this.	3/4/2021 8:41 PM
6	In a single family house, not apartment or condo	3/4/2021 6:28 PM
7	As many as appropriate for the people living in the household.	3/4/2021 9:27 AM
8	Unlimited	3/4/2021 9:23 AM
9	As many as they want.	3/3/2021 8:22 PM
10	None	3/3/2021 7:07 PM
11	Depends on circumstances.	3/3/2021 6:59 PM
12	Unlimited in my home that I own	3/3/2021 5:48 PM
13	As many as the homeowner allows.	3/3/2021 5:19 PM
14	The government should stay out of my business in my house	3/3/2021 4:45 PM
15	Should be decided by the owner	3/3/2021 9:20 AM
16	unlimited	2/26/2021 1:37 PM
17	no limit	2/26/2021 1:36 PM
18	Unlimited	2/26/2021 12:49 PM
19	I plus 3	2/25/2021 10:23 AM
20	I think it should be up to the people occupying the house based on their unique circumstances	2/23/2021 9:57 AM
21	As many as desired.	2/23/2021 7:26 AM
22	one - exception would be parents	2/23/2021 6:15 AM
23	Unlimited	2/22/2021 5:45 PM
24	As many as the people in the house want	2/20/2021 9:54 AM

Q3 How many unrelated adults do you think should be allowed to share a typical three (3) bedroom house?

Answered: 231 Skipped: 1



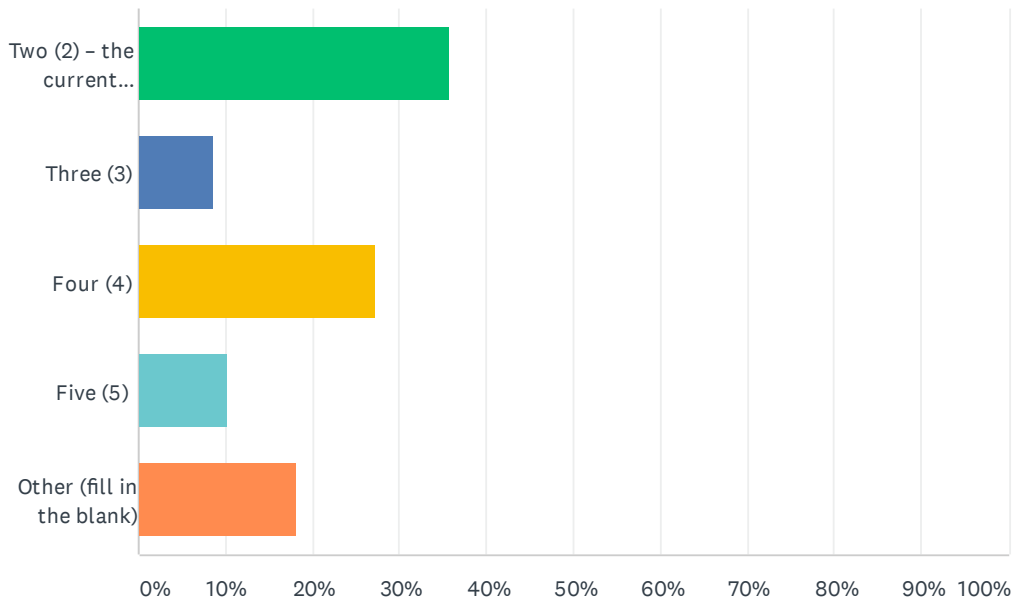
ANSWER CHOICES	RESPONSES	
Two (2) – the current allowance	37.66%	87
Three (3)	30.74%	71
Four (4)	13.42%	31
Five (5)	2.60%	6
Other (fill in the blank)	15.58%	36
TOTAL		231

Household Occupancy Standards Survey #2

#	OTHER (FILL IN THE BLANK)	DATE
1	Should be up to the home owner	3/6/2021 10:17 PM
2	As many as I want if I'm paying for it.	3/5/2021 5:44 PM
3	6	3/5/2021 4:11 PM
4	6	3/5/2021 2:44 PM
5	No limit	3/5/2021 7:19 AM
6	I do NOT believe related/unrelated should be in the zoning code at all. That is discrimination. Instead, limit the number of people based on fire safety regulations.	3/4/2021 9:44 PM
7	There should be no governing of this.	3/4/2021 8:41 PM
8	6	3/4/2021 7:37 PM
9	6, 2 per bedroom, in a house, not apartment or condo	3/4/2021 6:28 PM
10	As many as appropriate for the people living in the household.	3/4/2021 9:27 AM
11	6	3/4/2021 9:23 AM
12	6	3/4/2021 6:33 AM
13	As many as they want.	3/3/2021 8:22 PM
14	Six - two per bedroom	3/3/2021 7:37 PM
15	Depends on circumstances. Couple can be unrelated.	3/3/2021 6:59 PM
16	Unlimited in my home that I own	3/3/2021 5:48 PM
17	As many as the homeowner allows.	3/3/2021 5:19 PM
18	The government should stay out of my business in my house	3/3/2021 4:45 PM
19	Should be up to the owner	3/3/2021 9:20 AM
20	6	2/26/2021 8:28 PM
21	unlimited	2/26/2021 1:37 PM
22	no limit	2/26/2021 1:36 PM
23	Unlimited	2/26/2021 12:49 PM
24	U plus 3	2/25/2021 10:23 AM
25	6	2/24/2021 9:44 PM
26	I think it should be up to the people occupying the house based on their unique circumstances	2/23/2021 9:57 AM
27	As many as desired.	2/23/2021 7:26 AM
28	No more than 6	2/23/2021 7:00 AM
29	one - exception parents	2/23/2021 6:15 AM
30	6	2/22/2021 11:10 PM
31	Unlimited	2/22/2021 5:45 PM
32	However many	2/22/2021 5:28 PM
33	6	2/20/2021 11:07 PM
34	As many as the people in the house want	2/20/2021 9:54 AM
35	6	2/19/2021 6:44 PM
36	6	2/19/2021 5:01 PM

Q4 How many unrelated adults do you think should be allowed to share a typical four (4) bedroom house?

Answered: 232 Skipped: 0



ANSWER CHOICES	RESPONSES	
Two (2) – the current allowance	35.78%	83
Three (3)	8.62%	20
Four (4)	27.16%	63
Five (5)	10.34%	24
Other (fill in the blank)	18.10%	42
TOTAL		232

Household Occupancy Standards Survey #2

#	OTHER (FILL IN THE BLANK)	DATE
1	6	3/7/2021 10:26 AM
2	Should be up to the home owner	3/6/2021 10:17 PM
3	As many as I want if I'm paying for it.	3/5/2021 5:44 PM
4	8	3/5/2021 4:11 PM
5	8	3/5/2021 2:44 PM
6	No limit	3/5/2021 7:19 AM
7	I do NOT believe related/unrelated should be in the zoning code at all. That is discrimination. Instead, limit the number of people based on fire safety regulations.	3/4/2021 9:44 PM
8	There should be no go evening of this.	3/4/2021 8:41 PM
9	8	3/4/2021 7:37 PM
10	8, 2 adults per bedroom, in a house, not apartment or condo	3/4/2021 6:28 PM
11	6	3/4/2021 4:19 PM
12	As many as appropriate for the people living in the household.	3/4/2021 9:27 AM
13	8, 2 adults per room	3/4/2021 9:23 AM
14	8	3/4/2021 6:33 AM
15	6	3/3/2021 8:34 PM
16	As many as they want.	3/3/2021 8:22 PM
17	8 - two per bedroom	3/3/2021 7:37 PM
18	Depends on circumstances.	3/3/2021 6:59 PM
19	Unlimited in my home that I own	3/3/2021 5:48 PM
20	As many as the homeowner allows.	3/3/2021 5:19 PM
21	The government should stay out of my business in my house	3/3/2021 4:45 PM
22	Should be up to the owner	3/3/2021 9:20 AM
23	8	2/28/2021 4:52 PM
24	8	2/26/2021 8:28 PM
25	unlimited	2/26/2021 1:37 PM
26	no limit	2/26/2021 1:36 PM
27	Unlimited	2/26/2021 12:49 PM
28	8	2/25/2021 5:55 PM
29	I plus 3	2/25/2021 10:23 AM
30	8	2/24/2021 9:44 PM
31	up to 8	2/24/2021 8:19 PM
32	I think it should be up to the people occupying the house based on their unique circumstances	2/23/2021 9:57 AM
33	As many as desired.	2/23/2021 7:26 AM
34	No more than 8	2/23/2021 7:00 AM
35	one - exception parents	2/23/2021 6:15 AM
36	8	2/22/2021 11:10 PM
37	Unlimited	2/22/2021 5:44 PM

38	Maybe up to 8 if couples	2/22/2021 5:28 PM
39	8	2/20/2021 11:07 PM
40	As many as the people in the house want	2/20/2021 9:54 AM
41	8	2/19/2021 6:44 PM
42	8	2/19/2021 5:01 PM

Q5 Please provide any additional feedback on this topic.

Answered: 129 Skipped: 103

Household Occupancy Standards Survey #2

#	RESPONSES	DATE
1	There are other city ordinances to mitigate partying, and trash etc. that many people are concerned about. It is time Greeley makes a change on this matter.	3/10/2021 10:40 AM
2	We are glad the city is finally addressing this. Housing is out of control in Colorado.	3/10/2021 10:17 AM
3	I believe it's appropriate that how ever many bedrooms should be how many Unrelated people can live in a home. This is due to the housing situation in Colorado and all the changing demographics.	3/10/2021 6:35 AM
4	Don't change the standard single family allowance. It would not be fair to current homeowners who bought with the U+1 standard in place.	3/8/2021 10:12 PM
5	Areas of town are already adjusted for this. We do not need to blanket the entire city.	3/7/2021 2:23 PM
6	I am glad to see more low income housing is coming to Greeley. Related issue--I hope the City of Greeley can find a way to deal with absentee landlords better. There are so many trashed rental properties near the UNC campus and old hospital.	3/7/2021 8:57 AM
7	there is no code enforcement in Greeley, trashy properties abound even within blocks of city hall	3/7/2021 7:54 AM
8	If everyone has a seperate room why not allow it	3/6/2021 6:40 AM
9	Glad that the city sees a need here and is addressing the concerns. They care about making things affordable for people.	3/5/2021 4:26 PM
10	Limit the number of people based on fire safety regulations, on number of bedrooms or square footage, not on whether or not they're 'related'.	3/5/2021 4:11 PM
11	Where are these other adults suppose to park their cars? Houses around Greeley have very limited parking for what they were built for, single families. Code enforcement does not enforce current housing codes, if you get rid of any codes, the neighborhood will become slums and trashed. If this gets passed will this be allowed in gated neighborhoods or is this just for the poor parts of town, where city leaders don't care about.	3/5/2021 2:56 PM
12	the more people that share the house and expenses the better. Times are even tougher now.	3/5/2021 2:44 PM
13	I would like to invest in property in Greeley, but it's made difficult by such restrictions. Surrounding communities don't have such strict guidelines. Greeley's are old and outdated, especially since there are many young professionals looking for housing they cannot find. Rules need to change!	3/5/2021 9:33 AM
14	I think the city is smart in finally addressing current changes in demographics and housing. Good for the city to finally make some changes.	3/5/2021 9:08 AM
15	There needs to be adequate parking to support the increase in the number of tenants so that there isn't an issue for the other people in the neighborhood.	3/5/2021 9:03 AM
16	Why are we putting limits. It makes no sense.	3/5/2021 7:19 AM
17	It's ridiculous that any city should govern who gets to live together based on DNA. Housing crisis aside, I am an individual who seeks out living situations with others to enrich my life, deepen my connection to community, and share life's responsibilities. I have previously owned a home in Denver where 6 of us lived as chosen family and it was an enriching and life-changing experience. Zoning around # of adults based on bedrooms for health and fire safety is more than enough to ensure housing is not dangerously overpopulated. There's no reason to bring blood into the picture. I don't even understand the reasoning for why 4 cousins can live together but 4 friends can not.	3/4/2021 9:44 PM
18	Citizens who own their homes should have the right to occupy them the way they want.	3/4/2021 8:41 PM
19	Parking, noise, and partying are a problem.	3/4/2021 8:22 PM
20	This proposal will ruin our neighborhoods!	3/4/2021 6:51 PM
21	House vs apartment/condo living makes a big difference for fire codes, noise ordinances, etc.	3/4/2021 6:28 PM
22	Don't change the rules	3/4/2021 5:34 PM

Household Occupancy Standards Survey #2

23	Renting out rooms to unrelated people encourages transient populations and will create legal issues. Many people bought a single family home over living in other types to live in a less congested area with more stable residents. Perhaps expand current multi family areas where majority of residents express the desire.	3/4/2021 5:05 PM
24	Neighborhoods can quickly deteriorate when you start allowing a number of unrelated people to live together. They allow it in Tempe, AZ where my son goes to school. I went to a family weekend fraternity party in a nice middle class neighborhood because a number of unrelated young men were allowed to live together. The number of cars cluttering the streets increases and riffs between neighbors start. It all sounds great until it happens next door. Trust me, I'm a landlord, I suspect I could get more rent renting my houses by the room, but I'm sure the neighbors would hate it.	3/4/2021 5:01 PM
25	No changes welcome as they effect property values!	3/4/2021 4:22 PM
26	We need affordable housing.	3/4/2021 4:19 PM
27	We had a house on our street where Virginia Hills bordered Virginia Hills South that was inhabited by numerous adult Men, none of them related, they all had construction trucks that they parked on the streets as well as their own vehicle and the yard was full of construction waste and never mowed since for them the house was just a cheap place to sleep with no pride of ownership. That alone was enough to make me move. I realize that this will happen in secret no matter what rules you pass but please don't make it easier for them to ruin a neighborhood.	3/4/2021 1:39 PM
28	Adamantly disagree with the proposal based on number of bedrooms. You are penalizing single family homeowners and yes, home values in Greeley will go down, some will move, and their goes your tax base. You do not have the ability to solve the problems you will be create such as enforcement and parking. Leave the number where it is.	3/4/2021 10:47 AM
29	This shouldn't be an issue legislated by the City.	3/4/2021 9:27 AM
30	We should stop trying to limit people per home and rather focus on educating people on code requirements	3/4/2021 9:23 AM
31	It is becoming harder and harder for families to find a starter home. Although it seems like a good idea to have a place for more unrelated adults, it will become harder and harder for a family to find a home within their price range. A family with children takes more care with a home, rental or not, from what I've observed. The people who will benefit the most will be the investors/landlords in buying up housing which could be available for starter homes, and who will be able to charge more for more unrelated adults. We live near UNC and would like to maintain family presence in our neighborhood.	3/3/2021 9:34 PM
32	In a college town, more adults should be able to live together	3/3/2021 9:29 PM
33	The only way I've been able to afford a place to live is with roommates. I would have been homeless if not. Rent is astronomical. Often I had to choose between eating and paying rent. Having additional roommates helps lessen the cost of living.	3/3/2021 9:19 PM
34	I don't believe that any more than 4 unrelated adults should be able to live in one home. You are just asking for trouble with more. It could cause a massive amount of other issues. Noise complaints, no room for vehicles on the street (a problem we currently have in our neighborhood along with a few parking on the grass in the front yards. A total eye sore!). How do you police criminal records for that many people in one home? There would have to possibly be exceptions in case of elderly parents or disabled citizens living together.	3/3/2021 9:14 PM
35	Less government, more freedom	3/3/2021 8:22 PM
36	If the house is in a multi-family neighborhood the occupancy should increase based on the number of bedrooms.	3/3/2021 7:48 PM
37	The state has no business telling couples they can or cannot cohabitate with each other and other similarly-situated acquaintances. If four young couples want to share a large 4-bedroom house, they absolutely should be able to. Also, UNC students need affordable off-campus housing which means unrelated people living together. It's not the state's business.	3/3/2021 7:37 PM
38	N/a	3/3/2021 7:07 PM
39	There are many things that should be considered. Generally one person bedroom may be	3/3/2021 6:59 PM

Household Occupancy Standards Survey #2

correct, but not necessarily.

40	Adults should be allowed to have housemates. Many prefer this in order to save money.	3/3/2021 5:48 PM
41	I believe that homeowners should be making the decisions on who can live in their own home, not the city. U+1 is very limiting, especially in the time of this pandemic when many people are desperate for a place to live.	3/3/2021 5:19 PM
42	I don't think there should be any restriction on this kind of thing.	3/3/2021 4:57 PM
43	The government should stay out of my business in my house	3/3/2021 4:45 PM
44	If I'm paying the house payment or rent, it should only be my decision to have as many people live in my house. Landlords do have a right to deem how many.	3/3/2021 9:20 AM
45	Based on the zoom meeting last night. My opinion is that things need to change to accommodate citizens that cannot afford housing. How every many bedrooms should be how many can live in the home.	3/2/2021 2:49 PM
46	I think this for College students, But only College Students, not whole families living in a room in the single dwelling, Example, 3 bedroom, 3 single unrelated persons, not the whole family of that person included loving in that room together related or not!!	3/2/2021 1:40 PM
47	PARKING WOULD BE A PARKING PROBLEM. AS IT IS NOW WE HAVE A NEIGHBOR WITH GROWN CHILDREN LIVING WITH THEM AND ARE BLOCKING THE SIDEWALK DO TO LACK OF PARKING AREAS ON STREET.	3/2/2021 11:12 AM
48	City refuses to apply current standards in enforcement. Any change in code should be inclusive of strict enforcement by Code Enforcement. We've had a single family home in our neighborhood house as many as seven unrelated adults (out of nine) and it has severe impact on the quality of life in our neighborhood and impacts surrounding home values.	3/2/2021 6:30 AM
49	If the City Council wants to make changes to the current zoning, they need to be fair and make it mandatory for all neighborhoods superseding all neighborhood covenants and homeowners associations.	3/1/2021 5:53 PM
50	I live in an area that is already highly impacted by non-related tenants and there are always problems. In theory it sounds altruistic to open up these housing options, but it opens the door for so many violations and I doubt that the city has the funding to handle the complaints.	3/1/2021 4:57 PM
51	Unless rooms are being rented out seperately, there should only be 3 unrelated people per house, especially in "party areas."	3/1/2021 3:37 PM
52	You aren't taking into account the number children. Three adults might be ok in a home if there weren't any children. Two adults might be too much if both adults have three children. I think a combination of the total number of people is needed.	3/1/2021 11:14 AM
53	DO NOT INCREASE THE NUMBER ALLOWED. WE HAVE HAD HORRIFIC PROBLEMS WITH A NEIGHBOR BRINGING IN MORE PEOPLE. A DISASTER FOR OUR COMMUNITY.	3/1/2021 7:53 AM
54	I think If someone owns a four bedroom or three bedroom home they shouldn't be restricted to only allowing two unrelated individuals.	2/27/2021 3:26 PM
55	Many cultures live with extended family. It is none of the government's business how many people live together. If it is an issue in a neighborhood, what is the real issue? Is there a real issue or are people just uncomfortable living around people that are "different"? Communities and neighborhoods thrive with diversity: old and young; poor and rich; ethnic and cultural differences. Let's spend our time finding how we can all get along instead of making rules about how people should live.	2/26/2021 1:36 PM
56	Regulating based on bedrooms will be complicated. I don't believe there should be a limit, however if one is chosen, perhaps 6 or 7 would be effective in providing housing opportunities while also simplifying the process for administration.	2/26/2021 12:49 PM
57	If a couple is sharing the room and utilities per each room, two people should be allowed per room with same price	2/25/2021 5:55 PM
58	Loosening occupancy standards in single family houses is a relatively inexpensive and effective way to add capacity to our critical shortage of housing. Yes, there will be parking	2/25/2021 3:58 PM

Household Occupancy Standards Survey #2

issues and potential over-crowding, but those issues can be dealt with pretty effectively through code enforcement and homeowner education.

59	please keep the code as written	2/25/2021 2:52 PM
60	This is not a good idea. To maintain order and orderly neighborhoods this cant happen.	2/25/2021 2:01 PM
61	the way the code is written is what should be retained.	2/25/2021 1:43 PM
62	Bad idea overall.	2/25/2021 1:35 PM
63	U plus 3 is what Windsor is doing. We have similar demographics and the surrounding areas are increasing unrelated adults. Sounds like Greeley needs to update their policies.	2/25/2021 10:23 AM
64	Seems simple. Whyis the city making this complicated? How every many bedrooms should be how many people can live in the house.	2/25/2021 8:28 AM
65	Not sure why its a law, i pay my share of taxes for this land, if i have 3 bedrooms why cant i have 3 couples living in my house	2/24/2021 9:44 PM
66	Depending on the setup, a room could have two beds (think siblings sharing a room). The related vs unrelated aspect shouldn't the priority. I honestly didn't know this was a rule/law until this survey process started and I doubt others do either. Housing is a challenge and everyone is trying to do their best to find a home they can afford and these arbitrary rules aren't helping Greeley.	2/24/2021 8:19 PM
67	The problem with allowing more to a house no matter the amount of rooms is that it will increase the number of vehicles parked,which normally leads to people parking all over the place and not leaving room for others in front of there own homes.It also normally leads to more noise(speaking from experience)as there are to many people in the homes around me but greeley never looks into.If people want to have more unrelated adults living in the same house they need to move to the appropriate zoning areas.	2/24/2021 1:35 PM
68	Related, or unrelated, the adult occupants of a house have considerable impact on parking whether on street or off street. The parking capacity challenges of a neighborhood change quickly when extra adults occupy single residence.	2/24/2021 9:54 AM
69	What about the number of children in the house hold. That makes a difference in the number of bedrooms and adults.	2/24/2021 8:31 AM
70	Is there a problem with current code or just manufacturing a reason to change the code that works.	2/23/2021 8:17 PM
71	Even with current limitations, there are several "houses" on our block in the older part of Greeley which house 3-5 unrelated renters. These temporary residents don't give a [REDACTED] about the property, and each drives a vehicle. The properties and yards are not cared for, and our little street is cluttered with lots of cars. If this new policy goes into effect, I can support it only if it affects ALL houses within Greeley, regardless of HOA rules, etc. I suspect the older sections of town will become trashed out neighborhoods while the newer developments on the west side will keep themselves protected. Our property values will go down and neighborhood will become unlivable, while housing landlords will pocket the profits. You will not make this change, if you truly care about Greeley's welfare and future.	2/23/2021 7:41 PM
72	If you allow too many people in a residence, it will get out of control and people will pile in dozens of people into one house.	2/23/2021 7:24 PM
73	The city cannot fill the current apartment capacities let alone the ridiculous under construction boom in new units so why should "single family" houses be turned into "multi-family" units. We have an abundance of multi family units now.	2/23/2021 7:08 PM
74	Parking Why can't greeley offer more affordable housing? If we are going to have rules then let's enforce them Like shoveling sidewalks after snow how can you expect people to do it if the city doesn't do theirs	2/23/2021 5:13 PM
75	Additional occupancy allowances will also bring additional cars and traffic which could increase the activity in our neighborhoods tremendously.	2/23/2021 4:45 PM
76	the real problems I see is not so much the number of people but is the congestion of cars and other traffic issues that we are already seeing in certain areas of town. I see increasing the numbers of people that can live in one house does nothing more than add to this problem.	2/23/2021 3:19 PM

Household Occupancy Standards Survey #2

77	Allowing multiple adults into a house will just clog up our already packed streets with more cars. My street already has a good park of street filled with cars such that we can't even have our family over due to the multiple cars being parked on the street. This would just further the problem to the point that no one will be allowed to have any family over for a few hours!!	2/23/2021 2:50 PM
78	The more unrelated adults living in one household - the more problems with upkeep, parking, drinking, partying, etc. I only see this as a decline in the standards in Greeley. Why do we need it?	2/23/2021 2:08 PM
79	This is so stupid! Excessive crime in multi family residence, traffic and parking problems, It turns home into rental property. How are you going to manage and administer that? How do you zone? Property values will drop, you will create gettos like LA and Denver and good people will move away. There goes your property tax base. Yes, costs of housing will drop. There are always lower in undesirable places to live like project houses. Greeley is a good place to live. Single family home means just that and that is why many of us bought them. Not wanting to live near apartments. Please reconsider your Plan. It sucks Who wants this anyway? Homeless? Apartment owners?	2/23/2021 1:33 PM
80	One of the biggest impacts for a neighborhood is whether there is sufficient parking to accommodate the potential increase in vehicles.	2/23/2021 11:31 AM
81	Extend the occupancy limits in neighborhoods that are currently being developed. Don't change the code in established single family neighborhoods!	2/23/2021 10:27 AM
82	There are a number of different reasons why unrelated people would live together and can do so in a safe and comfortable manner. I think each household should be able to make those decisions for what works best for them.	2/23/2021 9:57 AM
83	My concern is the infrastructure to accommodate the additional unrelated adults. They often come with children, multiple vehicles. Many neighborhoods have little room for more vehicles to park. Many have no parks / play areas nearby for children who become crammed into neighborhoods.	2/23/2021 8:55 AM
84	I would like to keep my current R-L U+1 residential area as it is. I fear that upping the number of unrelated adults per household would make things busier, noisier, and dirtier. One reason I moved into this area was for the peace and quiet. I appreciate how it is and would like it to remain as is.	2/23/2021 8:43 AM
85	This should not be changed, it will totally ruin our city!	2/23/2021 8:01 AM
86	None	2/23/2021 7:56 AM
87	I don't want to see property values drop because of more unrelated adults being allowed in single family houses.	2/23/2021 7:50 AM
88	I live in a nice neighborhood with many 4-5 bedroom houses... it would be disappointing to have it turn into a rental zone. If I wanted that I would live in an apartment complex or around UNC with frat houses packed full of people.	2/23/2021 7:49 AM
89	There are several homes in Highland Park/West area. Trashed yards, parking problems, pot growing in yard. Not good neighbors?	2/23/2021 7:35 AM
90	There are other city ordinances that are enforced for partying or other reasons people say they don't want more people living in a home. Times have changed since 1980 and housing is so expensive. There are reasons ALL the surrounding areas are increasing their housing occupancy standards.	2/23/2021 7:26 AM
91	Don't change the character of Greeley's residential neighborhoods. This change would lead to noise, nuisance, trash, and parking issues of all kinds. Renters do not care for their dwellings in the same way that owners do.	2/23/2021 7:21 AM
92	Children need to enter the equation at some point	2/23/2021 7:00 AM
93	The number of bathrooms holds impact. If the 2 bedroom home also had 2 full bathrooms, I would say 4 people would be comfortable living there over 3 people (2 per bathroom situation)	2/23/2021 6:53 AM
94	The larger issue is the number of vehicles that 3 and 4 adults would bring. If several of those adults have multiple vehicles, then the number of vehicles per house could easily be 6-8. If	2/23/2021 6:20 AM

Household Occupancy Standards Survey #2

this concept is going to be adopted, then the parking needs to be provided for. The city's streets were not designed to be parking lots

95	single family means single family.	2/23/2021 6:15 AM
96	I think having an extra couple is fine instead of having an extra person. It doesn't change the current rule that much, and could allow couples more opportunities to rent together.	2/23/2021 6:11 AM
97	I can understand restricting occupancy in neighborhoods with current covenants. But in neighborhoods with expired or no covenants, one unrelated adult per bedroom should be acceptable, as long as the owner is currently residing in the house. Appropriate housing in Greeley is scarce and is unaffordable for the average single person.	2/23/2021 2:40 AM
98	3 or More unrelated people are allowed to live in R-M or R-H zoning	2/22/2021 9:00 PM
99	Increasing these limits will have a negative impact on property values. There is absolutely no justifiable reason to consider increasing these limits.	2/22/2021 7:12 PM
100	Changing occupancy zoning will have a negative effect on single family home values	2/22/2021 6:43 PM
101	I don't believe that current code is being enforced. To properly maintain property values i believe we should adhere to what's on the books now, and it should be enforced	2/22/2021 6:05 PM
102	I have several neighbors across the street, one home occupied by two adults that park a diesel in front of their home, another that has 4 adults and two children who have five cars and park a diesel on the street for a couple days at a time and I have a neighbor with five adults and a teenager who have six cars parked in front of their home. The problem with so many adults are the cars and when they have gatherings the street on both sides are full leaving little room for my or other neighbors friends or family members convient parking. The more unrelated people the larger the group of friends they have visiting. I hope this makes sense, I did not move to this neighborhood 40 years ago only to have it turned in to apartments. I hope the council members do not pick and choose areas where their properties are excluded. This is something that should be presented to the Greeley population and allowed to vote on this matter. This is an investment for me and many others who see their property devalued by allowing landlords the ability to prosper more from their investments. Thank you for your time	2/22/2021 5:32 PM
103	For being hands off, and small government, I'm not getting that vibe from this topic or the RV situation.	2/22/2021 5:28 PM
104	In addition to the number of people other considerations need to be made such as parking allocation. We see homes in our neighborhood with many people living in homes and additional cars parked on yards, in front of other's homes, etc.	2/22/2021 5:15 PM
105	There is more than enough multi family zoned housing in Greeley. Those who desire this should move to this housing. The over abundance of this muti family housing has already had negative impact.	2/22/2021 5:10 PM
106	They're called single family homes for a reason.	2/22/2021 5:06 PM
107	I think You plus 3 is very fair. With increasing housing prices, demographics changing, and nothing updated since 1980 its what makes sense. Otherwise how every many bedrooms are in the house should be how many unrelated people are allowed to live in the house.	2/22/2021 1:52 PM
108	Trying to make apts out of residential housing. Increased noise, increased parking issues and increased crime. There should be zoned area like you have for the colleges for additional amounts of people sharing a house. Sounds like you are taking lessons from Ca and the other liberal states changing residential areas of single family homes. I vote no	2/22/2021 1:18 PM
109	I am in the residential property management business. Rent prices are extremely high, and I believe expanding the current occupancy limits to U+2 across the board would be a good thing. It would create a true affordable housing, and an alternative to more multi-family apartment developments, with the hope that these tenants will be able to save for the purchase of a home.	2/22/2021 11:53 AM
110	If occupancy changes for "unrelated individuals", I think that if the home is zoned SFR, that one occupant must be the owner of record. I would hate to see 3 unrelated people living in a SFR home without one of those occupants being the owner. It will turn into a crowded rental situation...owner not onsite/tenants will run wild, with owner present, it will reduce some of the "tenant/rental" stigma.	2/22/2021 10:22 AM

Household Occupancy Standards Survey #2

111	With the population that resides in Greeley, you may have a couple of families living together to help pay the bills. Greeley is a hard working, many lower paying jobs and to survive in this economy, many need to help each other out with bills.	2/22/2021 9:12 AM
112	Any variance should be handled via zoning or USR. This is the only way that provides neighborhoods with predictability in what to expect and a method for addressing occupancy issues. Just because a house has extra bedrooms does not mean the surrounding environment is suitable for the things that come along with multiple unrelated adults, like extra cars, etc.	2/21/2021 4:34 PM
113	parking,back ground checks noise room rent for landlords. problems that the police will have no answers for , you are changing zoning from residential ti multifamily NOT A GOOD IDEA	2/21/2021 2:28 PM
114	Areas of concern parking, criminal records,noise, upkeep of homes. Residential should remain as is,	2/21/2021 1:25 PM
115	You will just lower housing values and make residential areas into " apartment " living with the noise, increased traffic and crime problems	2/21/2021 7:27 AM
116	Housing is expensive. I live with 3 other working adults and we don't throw crazy parties or park in front of our neighbor's houses. I don't see why more unrelated parties can't live together. It makes sense financially and doesn't have to be a pain to neighbors.	2/21/2021 12:43 AM
117	I would worry that parking could become an issue in neighborhoods if the city allowed more unrelated people to move into a single family home.	2/20/2021 4:00 PM
118	One adult per bedroom is the BEST solution! Thank you! Especially considering when there are larger families who are allowed to occupy lesser bedroom homes, but unrelated adults can't have one per bedroom per current ordinance. This helps a lot and does make sense :)	2/20/2021 11:48 AM
119	Instead of changing some dumb law that's never enforced until it fits your agenda, please be proactive and ask "why would so many unrelated adults need to live in a house" and then make progessive solutions based on that.	2/20/2021 9:54 AM
120	What will the determination of a "bedroom" be? How will this be monitored and enforced?	2/20/2021 9:21 AM
121	Are unmarried couples unrelated?? How about step children? This change may be unnecessary simply by clarifying who "unrelated" is.	2/20/2021 8:26 AM
122	With affordability being the primary driver of increasing population density, lowering restrictions on land use is probably the most effective way of lowering costs. Additionally, allowing auxiliary structures on existing properties (micro houses/garage conversions, etc.) Could be another useful mechanism. This potentially would increase values in distressed areas where lot sizes can accommodate secondary structures and additional parking needs. There are building codes in place to help the process be safe. It would be the city's job to keep the PROCESS simple and affordable.	2/20/2021 7:56 AM
123	Once you start adjusting sound policy to compensate a changing market you leave yourself vulnerable to the negativity when the market corrects itself. Someone one that chose to live in a neighborhood that is R-L should not have to deal with the extra traffic, parked cars, noise and the culture change. These policies seem to be a good idea at first but they never get policed. This will be the start of creating blighted neighborhoods. Bad idea.	2/20/2021 6:56 AM
124	One bedroom should be counted as a couple, married or not.	2/20/2021 5:49 AM
125	This would devastate the value of single family homes - just when Greeley is poised to grow and be in the spotlight for doing well, let's please not ruin everything.	2/19/2021 7:16 PM
126	Do not change the current zoning that is in place. If the single family residentially zoned neighborhoods gets changed it will erode all of our values. You cannot enforce the homes that are in violation and don't seem to care. Do not erode or neighborhoods. Do you now remember how bad Farr and Hillside neighborhoods were before the city reinforced the codes.	2/19/2021 7:02 PM
127	Many people are now forced into cohabitation because of the cost associated with local housing prices.	2/19/2021 6:44 PM
128	Greeley is a college town and an oil town. Plus we have several hospitals. Many people stay in Greeley for part of the year or for different times throughout the year as a secondary residence. With the cost of living being so high many would be house poor without the ability to rent out extra rooms while they're away/that are unoccupied.	2/19/2021 6:22 PM

129	Do not raise the unrelated housing allowance.	2/19/2021 5:15 PM
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THIS ITEM NO. 17. ALL RESPONSES WERE GARNERED BY A DIFFERENT SURVEY PLATFORM AND ARE NOT REFLECTED IN THE OVERALL AGGREGATED RESULTS ABOVE

Caleb Jackson

From: Web Master
Sent: Friday, January 1, 2021 3:36 PM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 01 January 2021, 03:35 PM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	No
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes- increase by 4.

Caleb Jackson

From: Web Master
Sent: Saturday, January 2, 2021 8:56 AM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 02 January 2021, 08:55 AM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	Yes
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	no

Caleb Jackson

From: Web Master
Sent: Saturday, January 2, 2021 5:38 PM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 02 January 2021, 05:37 PM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	Yes
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes +3 in low density or single-family homes. It's entirely possible for many unrelated parties to live together in an orderly, peaceful, clean manner. Address density concerns, noise violations, etc. another way, please.

Caleb Jackson

From: Web Master
Sent: Monday, January 4, 2021 11:33 AM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 04 January 2021, 11:32 AM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	Yes
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes, I think as long as each person has a bedroom that should suffice. Housing is so expensive and it is about time City of Greeley does something about the problems and helps out young professionals contributing to the Greeley Community.

Caleb Jackson

From: Web Master
Sent: Tuesday, January 5, 2021 8:27 AM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 05 January 2021, 08:26 AM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	Yes
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes, its too difficult to afford housing in Greeley.

Caleb Jackson

From: Web Master
Sent: Tuesday, January 5, 2021 6:14 PM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 05 January 2021, 06:13 PM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	Yes
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	No because too many people end up moving in

Caleb Jackson

From: Web Master
Sent: Tuesday, January 5, 2021 7:06 PM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 05 January 2021, 07:05 PM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	Yes
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes, one per bedroom allows flexibility and adaptability

Caleb Jackson

From: Web Master
Sent: Tuesday, January 5, 2021 7:19 PM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 05 January 2021, 07:18 PM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	No
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes by 6

Caleb Jackson

From: Web Master
Sent: Tuesday, January 5, 2021 7:19 PM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 05 January 2021, 07:19 PM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	Yes
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes. 4

Caleb Jackson

From: Web Master
Sent: Tuesday, January 5, 2021 7:23 PM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 05 January 2021, 07:22 PM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	No
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes by at least 3

Caleb Jackson

From: Web Master
Sent: Tuesday, January 5, 2021 7:41 PM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 05 January 2021, 07:40 PM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	Yes
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes, U + 2

Caleb Jackson

From: Web Master
Sent: Tuesday, January 5, 2021 7:57 PM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 05 January 2021, 07:56 PM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	Yes
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes, increased by 1 (U+2)

Caleb Jackson

From: Web Master
Sent: Wednesday, January 6, 2021 8:57 AM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 06 January 2021, 08:57 AM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	No
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes, U+2

Caleb Jackson

From: Web Master
Sent: Wednesday, January 6, 2021 9:07 AM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 06 January 2021, 09:07 AM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	No
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	Yes 4

Caleb Jackson

From: Web Master
Sent: Wednesday, January 6, 2021 10:08 AM
To: Caleb Jackson
Subject: New form response



New form response

greeleygov.com

Form: [Household Occupancy Standards Survey](#)
A new response was submitted on 06 January 2021, 10:07 AM.

Were you aware that the City of Greeley Municipal Code limits the number of unrelated adults allowed to live in a single-family house in most areas of Greeley?	Yes
Do you think that the number of unrelated adults allowed to share a home should be increased from the existing standard of "You plus 1" (U+1)?	U+2

From: Todd Schisler
Sent: Friday, April 30, 2021 5:50 AM
To: CD Admin Team <CD_Admin_Team@Greeleygov.com>
Subject: [EXTERNAL]

My opinion on house hold occupancy numbers is that the city should basically raise its standard and stay out of people's business. If I own a house and 3 people are living in a one bedroom house and can safely do so and respect there neighbor's then it should be a non issue maybe all 3 of those people sleep in the same bed. One would certainly hope there not related if they are. I personally have two partners that I have lived with. Why should the city have any say as to how many people can occupy a home. There are plenty of other laws that cover things like noise etc in today's economy people living together should be a right and neighbor's and the city should have 0 say as to what I choose to do in my owned personal property. I'm So tired of the government overstepping there boundaries on my rights and others rights

Sincerely
Todd schisler

From: Logan Richardson
Sent: Sunday, May 2, 2021 9:54 PM
To: CD Admin Team <CD_Admin_Team@Greeleygov.com>
Subject: [EXTERNAL] Occupancy standards

Dear members of the City of Greeley Staff, Planning Commission and City Council,

Thank you for your service in our community. My name is Logan Richardson. I am writing to extend my support for maintaining our existing occupancy standards within the City of Greeley for areas designated Residential Low Intensity.

Increasing occupancy within the R L zoning designation may temporarily increase the available number of beds for rent in our beloved city, but it would come at a terrible price including but not limited to decreased affordability and home ownership, loss of neighborhood character, beauty and quality of life and increased strain on public infrastructure without increased investment from those who benefit.

If adopted, we will see a significant increase in the price of existing homes pushing home ownership and the associated growth in personal wealth out of reach for too many of our Greeley families. In the long run the increase in home values will benefit investors and not the would be owner occupying families.

We can also expect to see heavy deterioration of maintenance standards and upkeep in our neighborhoods resulting in a less beautiful Greeley. As investors convert single tenant homes to multi tenant properties yards are rarely maintained and often become parking lots. Parked cars will line previously quiet streets. The character of our neighborhoods and quality of life in Greeley will be irreparably changed and not for the better.

In addition to an increase in the cost of home ownership and a deterioration of quality of life we would also see additional strain on public infrastructure including additional sewer and water use without corresponding plant investment fees and raw water dedication. In essence our community could end up subsidizing investors as they convert single tenant homes to multi tenant properties.

We need not look far to see evidence of what would beset our city if the increased occupancy measure is adopted. Greeley maintains Residential High Intensity zoning for most of the neighborhoods surrounding the downtown area. There you will find that home prices are high, home ownership rates are low and property conditions are generally poor. Families who want to purchase a home near our ever improving city core must compete with investors for the limited housing stock and they rarely win.

Please protect our families, community character and quality of life, and city infrastructure by rejecting the proposed increase in occupancy standards. Let's meet our housing needs through policies that increase quality of life to attract new developments, lower costs for new development and incentivize quality tax credit housing

for affordability. And, while we're at it let's look at reestablishing the character of the neighborhoods surrounding downtown by establishing RL zoning designation to these important neighborhoods.

Sincerely,

Logan Richardson
Greeley, Colorado

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

CAUTION: This email is from an **external** source. Ensure you trust this sender before clicking on any links or attachments.

From: Janice Lichtenberger

Sent: Saturday, May 1, 2021 11:32 AM

To: CD Admin Team <CD_Admin_Team@Greeleygov.com>

Subject: [EXTERNAL] The proposed change that could increase the number of unrelated adults who may share single-family houses.

To the Greeley Planning Commission:

The proposed change to the City's household occupancy standard is nonsense and I encourage you not to adopt it.

As one of the first residents of the Owl Ridge Subdivision in west Greeley and one of the original Board members of our Homeowners' Association, I experienced first hand what such a change would look like.

As you may know, initially this subdivision was fraught with mortgage fraud, with many "straw buyers" from out of state purchasing houses as rentals, with no regard who or how many occupants they rented to.

As I look out my kitchen window today, I can see House #1, a house that, early on, was used as employee housing for a group in the oil & gas business. We had many unrelated people staying at that house on a transitional basis, many different cars and far more vehicles related to that house than were reasonable.

Across the street from that house, was House #2, another over-crowded rental, where the tenants would dry their laundry on the roof of the front porch. This is not a third world country and I don't want our neighborhood looking like one.

Near House #2, was #3, another overcrowded rental, so much so that they actually had someone living in the garage; the garage door was left slightly open for air, with large fans near the 6 inch opening. These folks had a dog that attacked the child of one of our single family homeowners; when that happened and the homeowners complained, the renters of House #2 retaliated by filing a false charge with DCFS saying the homeowners were child abusers.

House #4 on 82nd Avenue, the western end of Owl Ridge, was some sort of migrant housing with people constantly coming and going. The garage was packed with clothing,

small furniture, etc. This became known as the Taco House because they were also running a food truck business from this house. On early morning walks, we would see women arriving apparently to cook for the truck that was parked across the street. After cooking, they would dump their grease in the vacant lot across 82nd from their house.

These issues have finally been cleaned up and are no longer a problem; I do not want to see similar things start again, which they would should this proposal pass.

Presently, there is a rental property across the street from our home which I believe is housing multiple families and operating a vehicle repair business out of their garage. I cannot prove this, but our very small cul-de-sac is frequently overcrowded with many vehicles related to that property, as well as a flatbed truck hauling vehicles to and from the house. And yes, I have complained to city code enforcement saying that our street is zoned "single family" and not zoned for business; I have been told there is nothing they can do other than issue a warning to our neighbors for any unlicensed vehicles on the property. So much for code enforcement.

Based on my experience, the proposed change would simply **legalize and promote** some of the very undesirable things that are already going on in our city.

For the safety of all of our kids, I believe it is important to know our neighbors; this proposal will encourage multiple, transient people to occupy family neighborhoods and will make knowing neighbors and identifying the bad ones very difficult.

Our neighborhood is already very overcrowded with cars lining the narrow streets and cul-de-sacs; this proposal will certainly exacerbate this situation.

Traffic through residential neighborhoods will dramatically increase; again, a safety issue for our kids playing outside.

More people equals more crime.

With a large number of people occupying what should be a single family home, the trash will increase and, I am assuming, spill over to the yard and neighborhood.

And more than anything, you are proposing to drastically change the character of long-established neighborhoods and it is wrong!

If you feel you must do this, please make it for new developments going forward thereby allowing homebuyers a choice of the type of neighborhood they want to purchase in.

My belief is that when people attain a place in government or on Boards & Commissions they have a duty to represent the will of the stakeholders in the community. A large number of Greeley **homeowners** (as opposed to simply "residents"), ourselves included, have intentionally worked very hard for many years to purchase homes in **single family** neighborhoods.

It is totally unethical, if not actually illegal, for the Greeley Planning Commission to just come along and change the working definition of "single family" that we purchased under and we would be huge proponents of legal action should this proposal pass.

Regards -

Janice & Bruce Lichtenberger
2244 80th Avenue Court, Greeley
970-518-0012

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-----Original Message-----

From: Alice Blanke

Sent: Sunday, May 2, 2021 7:51 AM

To: CD Admin Team <CD_Admin_Team@Greeleygov.com>

Subject: [EXTERNAL] Number of people in a home

I would like to express my my opinion on the change in the number of people living in a house. I have experienced a house where a house included the son's owner plus many so called nieces. It was a nightmare. Parties, traffic, loud screaming, parking and trash everywhere. While I am sorry for people needing housing, I know that property value will go down for those near a house with multiple people living g there. Whoever is making this decision should think of how they would feel if such a house happened next door to them. For those of us who do not have covenants we depend on the city to protect us and our property values. Please please do not allow this to happen.

Alice Blanke
1411 45 Ave
Greeley 80634

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From: CINDY SWANK
Sent: Monday, May 3, 2021 2:04 PM
To: CD Admin Team <CD_Admin_Team@Greeleygov.com>
Subject: [EXTERNAL] Household Occupancy Standards

Planning Commission:

I am writing to express my concern about the proposal to change the number of unrelated adults who may share single-family homes.

In the past year, mostly due to the pandemic, loss of jobs, etc., our neighborhood has seen a huge increase in multi-family, multi-generational homes and therefore the increase in traffic, cars parked along our very narrow streets, decline in maintenance of the homes and yards, etc. I understand the extenuating circumstances and many of these are short-term, however if this proposal was approved it would conceivably make these changes more permanent.

Our neighborhood is very small – only a few blocks between 10th street and 48th avenue and 47th avenue and 13th street – mostly custom homes built in the 70's. My father built one of the original homes in which my husband and I now live. We love our home and our neighbors, but see a rapid decline in the neighborhood which concerns us. I feel our property values are declining with these changes. I know that there were originally covenants that covered this area but they were vague and those who wrote them probably never saw this neighborhood needing such covenants – it just wasn't a concern back then.

I would definitely urge the commission to deny this change.

Thank you,

Cindy Swank
1013 48th Avenue

Sent from [Mail](#) for Windows 10

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From: Terry White
Sent: Tuesday, May 4, 2021 9:08 AM
To: CD Admin Team <CD_Admin_Team@Greeleygov.com>
Subject: [EXTERNAL] City Code Housing

I am sending this to give my option on allowing more unrelated people to move into housing, I am NOT in favor of this. I already went through this with my neighbors. I live on a corner and they thought this is for their parking. I did not approve of it as I had to look out my windows at their vehicles and TRAILERS. Not only that but their different coming and going times extra early and late at night were very disrupting.

I did not buy a home so I could live like I'm living in an apartment complex with extra traffic, noise and trash.

This is a terrible idea. PLEASE do not change the current code.

Thank You
Terry White

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Caleb Jackson

From: Dames Benally
Sent: Tuesday, May 4, 2021 11:59 AM
To: Caleb Jackson
Subject: [EXTERNAL] Re: Household Occupancy Standards | May 11 Planning Commission Hearing

Mr. Jackson.

Thank you so much for your email. I really appreciate the follow up. Regarding household occupancy standards. I really believe it is a big problem. I will be looking forward to this zoom meeting with you city officials. One thing I feel like were lacking in your proposal is enforcement on this matter.

The city of Greeley has a lot of ordinances set in place but none or few of these many ordinances are ever in force.

Thank you so much for your time and will see you in the near future in a zoom meeting.

Thank you

Dames

Sent from my iPhone

From: Joe Koppes
Sent: Monday, May 03, 2021 5:02 PM
To: CityClerks <CityClerk@Greeleygov.com>
Subject: [EXTERNAL] Housing standards proposal

To the Greeley Planning Committee; I would like to express my opposition to any additional allowances to the current standards. I have seen where this leads to a deteriorating neighborhood. The additional population leads to conflict, trash, noise and burden on the city's resources to manage. Code enforcement is currently challenged to manage issues they have now. I personally witness cars in the back yard and on front lawns due to lack of parking spaces. We as a city have a working plan for a non-related person to co-habit with a family. Let's work on other issues such as the continual effort of traffic and neighborhood appearances. Thank you for your efforts in making this the town me and my family wish to reside. Sincerely, Joseph Koppes. 2803 W.24 Street., Greeley

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Caleb Jackson

From: Steve Young
Sent: Tuesday, May 4, 2021 1:47 PM
To: Caleb Jackson
Subject: [EXTERNAL] Re: Household Occupancy Standards | May 11 Planning Commission Hearing

Caleb, this issue should be decided by a vote of the citizens of Greeley. That is my opinion for what it is worth.

From: Joe Koppes
Sent: Monday, May 3, 2021 7:57 PM
To: Michael Fitzsimmons <Michael.Fitzsimmons@Greeleygov.com>
Subject: [EXTERNAL] Household occupancy

Dear Councilman Michael Fitzsimmons; I am writing to voice my opposition to the proposed changes regarding the household occupancy in Greeley. We already see daily challenges of neighborhoods with unkempt households, lack of parking due to increased cars per household, increased traffic noise, uptick in crimes, additional trash and the resulting reduction of property values due to one or two neglected properties. This challenges our code enforcement department to keep current. There are plenty of new housing developments and apartment buildings being constructed at this time to house people. Please consider the rejection of this proposal. Thank you for your support. Joseph and Connie Koppes, 2803 W. 24 Street, Greeley, Colorado.

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Caleb Jackson

From: carole larson)
Sent: Wednesday, January 6, 2021 11:12 AM
To: Caleb Jackson
Subject: [EXTERNAL] residents in one home

It should NOT be a crime to help the otherwise homeless.

Sent from [Mail](#) for Windows 10



Virus-free. www.avg.com

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Caleb Jackson

From: Hampton, Barbara
Sent: Thursday, January 7, 2021 6:36 AM
To: Caleb Jackson
Subject: [EXTERNAL] Housing Occupancy

Good morning Caleb,

I'm emailing today to respond on your housing occupancy standards. I was really surprised to see that the standard hasn't updated since 1980! The "You plus 1" seems definitely outdated. Housing in Greeley is at a premium and while it may be appreciated that people living in suburban single-family areas want peace and quiet, wouldn't other Greeley ordinances apply to excessive noise, trash, parking, etc? There are many young professionals who would welcome renting a home instead of living in an apartment complex. I would think "you plus 3" might be applicable for a single family 4 bedroom home. It seems you are looking at changing the standard. What might the new standard be and when would it change.

Thank you in advance for your reply,

Barbara Hampton

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-----Original Message-----

From: lindaawarner

Sent: Sunday, February 14, 2021 11:29 AM

To: Thomas Butler <Tommy.Butler@Greeleygov.com>; Edward Clark <Ed.Clark@Greeleygov.com>; Michael Fitzsimmons <Michael.Fitzsimmons@Greeleygov.com>; John Gates <John.Gates@Greeleygov.com>; Dale Hall <Dale.Hall@Greeleygov.com>; Brett Payton <Brett.Payton@Greeleygov.com>; Kristin Zasada <Kristin.Zasada@Greeleygov.com>

Subject: [EXTERNAL] Zoning

City Council,

I am writing this email in support of maintaining a U+1 zoning standard in R-1 areas of the city.

I lived in the Cranford subdivision for 15 years, during which time, I endured noise, rowdy parties, and property damage caused by unrelated individuals living in the same dwelling. I could not sleep at night, often found trash and broken beer bottles scattered around my house in the morning, and endured nuisance and destructive behavior of all types. I felt threatened and afraid. I think most of this behavior was due to the U+Unlimited standard in this R-H residential area.

In order to remove myself from this uncomfortable and frightening situation, I finally moved to an R-1 residential area with a U+1 standard in West Greeley. Since moving, I have never experienced the type of behavior I described in Cranford. On the contrary, my neighborhood is quiet and peaceful. I no longer feel threatened or afraid.

For this reason and others, I ask you to maintain the U+1 zoning standard in R-1 areas of the city. Residents and families deliberately purchase their homes in R-1 areas because they want to live in safe, peaceful, and uncrowded residential areas. Changing the zoning standard in these areas would be a slap in the face to people who purchased homes in R-1 specifically for the characteristics of these neighborhoods. Such a move would threaten the integrity of these areas.

Contrary to the opinion of some, a U+1 zoning standard in R-1 areas does not eliminate "elder hosting." It allows for it.

If increasing occupancy in Greeley is truly needed, then changing R-M areas to U+2 is a better solution. Building more housing with R-H zoning is a better solution yet.

Greeley is not Denver, Ft. Collins, or any other city. Greeley is Greeley. It is unique and shouldn't try to imitate some other city. We should be proud of who we are, do what is best for us, and maintain our R-1 neighborhoods with a U+1 standard.

Sincerely,

Linda A. Warner
1600 44th Avenue Ct Unit 7
Greeley, CO 80634

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From: Foster, Carolyn Beth
Sent: Wednesday, February 17, 2021 10:04 AM **To:**
Dale Hall
Subject: [EXTERNAL] Proposed Zoning Change

Dear Mr. Hall,
I do not support the proposed zoning change allowing multiple unrelated people to live in a single family dwelling.

Beth Foster

From: Megan Oestreich
Sent: Wednesday, February 17, 2021 3:22 PM
To: Thomas Butler
Subject: [EXTERNAL] Housing Occupancy Standards

Dear Council Member Tommy Butler:

I'm writing to you today with the hope that Greeley will do what is best for the residents of our community and vote to increase the household occupancy standards for the first time in over forty years.

I am a homeowner in West Greeley. My husband and I proudly purchased our first home in July of 2019. I am also a school counselor in District 6, and I have greatly enjoyed getting to know the families of our community, often while helping connect parents to resources for their families. These can take the form of housing assistance resources, food assistance resources, and family health services, to name a few. The families that I assist are often working multiple jobs to provide for their loved ones.

The assumption that multiple families living in one home will cause problems, and the expectation that they are not neighborly, is an example of the biases that we have towards those that have different lived experiences than us. Even when made in good faith, these arguments tend to have implicit bias built into them, and often they do not take into account systemic issues. I hope that the Greeley City Council does everything in its power to avoid unhoused families during the middle of a worldwide pandemic in which many have lost their jobs.

This is also an issue that affected my own housing situation at one point in my life. I worked in Charles County, Maryland for ten years before moving to Colorado. During the beginning of my career I lived with two other teachers in a house because we could not afford to live alone. The partner of one of my roommates graduated with her degree in education and planned to move in with us and start her career, but was unable to legally due to the occupancy standards. This led to all of us moving to neighboring communities, which led to many of us having to find new jobs in neighboring districts.

My eventual homeownership in Greeley would not have been possible for me if I had been unable to have multiple roommates for a decade before purchasing my own home. I know so many people in my life who are, or were, in the same situation for various reasons, from graduate students to lawyers to teachers to pilots, and I work with so many dedicated and passionate educators in District 6 who are also affected. It is my hope that moving forward that the City of Greeley makes decisions that encourage teacher retention, and affordable housing for all of its residents. I urge you to consider the hard working people of Greeley during a time when so many are struggling to make ends meet. I believe that increasing the housing occupancy standard, or getting rid of these regulations for homeowners altogether, would allow our residents to make the best financial decisions for them and their loved ones and ease a serious burden on a significant amount of the people of Greeley.

Sincerely,

Megan Oestreich
223 N. 49th Avenue Court
Greeley, CO 80634

From: Colleen Helzer
Sent: Wednesday, February 10, 2021 5:39 PM
To: Michael Fitzsimmons
Cc: Kristin Zasada; Edward Clark
Subject: [EXTERNAL] Changing Zoning of our Neighborhoods

Mr Fitzsimmons,

I live in Ward 3 in Greeley, and as my representative I would like you to know that I am absolutely opposed to the zoning changes being discussed in Greeley by the city council. I live in a neighborhood that is, I believe RL. I do not support changing the zoning laws to allow more people to live in a household (unrelated). I don't know all of what is being discussed, but my sense is, that Greeley is trying to do this to alleviate a housing shortage. Please don't try to fix a problem, but creating many more and by ruining our neighborhoods through the change that is being discussed. We don't need more cars, more traffic and more unenforceable zoning laws. I have lived in my home since 1974, and moved to this area where no multi family units could be built and at the time was zoned R1, but I believe is now referred to as RL. This is a very small subdivision, with cul-de-sacs and limited parking for the families that live here now.

Just as an example: We at one time had a neighbor approximately 1/2 block away, who rented their house, it is in a cul-de-sac, and more than one family lived there. They parked cars in a cul-de-sac, big pickups parked not parallel to the curb, but perpendicular to the curb, it was a nightmare for those living in that cul-de-sac. In reading the article in the paper, I did not see your name on the list of those at the council meeting that are in favor. I thank Kristin Zasada and Ed Clark for standing up for the residents of this city and hope you will as well.

Thank you,
Colleen Helzer
1624 37th Ave, Greeley 80634

From: Meg Patenaude

Sent: Thursday, February 11, 2021 1:17 PM

To: John Gates; Thomas Butler; Brett Payton; Michael Fitzsimmons; Dale Hall; Kristin Zasada; Edward Clark

Subject: [EXTERNAL] Carefully consider your plans for household occupancy

I am writing to each of you as a Greeley resident who works hard to achieve home ownership, with continued property tax increase rates at \$500+ a year, and now with great concern for your potential decision that could have a considerable impact on my home value and what we have worked so hard for -

Our neighborhood already has several homes that are violating the U+1 rule which currently stands - reaching out via the City website to voice such concerns has achieved no results - so my neighbors continue to leave multiple cars parked in the street of which most never move, their yards are littered with "junk" and they have no regard for the noise they generate in the warmer months -

While I understand we are in a unique housing issue in Greeley, as well as most of the country for that fact, that affordable housing is becoming something that will no longer be possible for many- and while I also understand the need for group housing, domestic violence shelter, etc. I ask you to carefully consider changing this zoning for Greeley across the board - I am not working hard to have my home paid off by the time I retire only to have the value diminish.

You have a difficult decision ahead of you and it is one that I don't pretend to have the right answer for but I can't sit back without voicing my concerns -

Thank you-

Meg Murphy

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From: Sheryl Nelson

Sent: Wednesday, February 10, 2021 5:39 PM

To: John Gates; Tommy.Butler@greeley.gov.com; Michael Fitzsimmons; Kristin Zasada; Brett.Payton@greeley.gov.com; Dale Hall; Edward Clark

Subject: [EXTERNAL] Zoning

Everyone I know is AGAINST this rezoning thing that allows multiple unrelated people to live in a single family home. What are you thinking? What advantage is it to you? it is no advantage to single family home owners who do not want to run apartments or frat houses. Do you wish to turn Greeley into a getto ? I have always been glad I live in Greeley , not Denver. Don't make us into Denver. What you are proposing is shameful. I do not know why it would even be a topic of discussion! Please do not approve this change. Thank you.

Sheryl Nelson Greeley

From:

Sent: Wednesday, February 10, 2021 11:42 AM

To: Kristin Zasada

Subject: [EXTERNAL] Zoning change protest

Kirsten,

This is a draft of a letter I plan to send to the Tribune and Mayor and anyone else I can think of. I know you are opposed to this zoning change and I appreciate that. Please confirm that my interpretation of the zoning rules for U-1 and U-4 are correct. Let me know if you have any idea on how to effectively protest this.

Thank you,

Draft:

City Council is considering changing residential occupancy zoning rules from U-1, 2 unrelated or related plus 1, to U-4, related plus 4. Most neighborhoods are U-1 so this will affect you.

We chose to live in the Cranford neighborhood because it is zoned U-1 and it's a beautiful area. Now we learn that the City does not respect our rights as property owners and are thinking of changing the occupancy zoning rules. This is shocking! Would you want an investor to purchase a house near you and cram as many people as possible into it and have no right to dispute it. No! We lived on 11th Ave. and experienced the misery of living in a college rental area and it was awful. We moved.

We as homeowners have rights and changing zoning rules affects us. I really thought this was a conservative area and property rights were respected. I don't know what is driving this but obviously the City is in the pockets of investors looking to cash in on the tight housing market.

We get the Tribune and have not seen any notices requesting public input. I doubt many are even aware this is going on and unless we speak up the City is going to force this upon us. Where is due process? The City must contact every single homeowner and make them aware of this. Few get newspapers so mailers are the only method of contact I see.

Please contact your council person, Mayor and anyone else you can think of to protest this move. The house next door to you could become a rental with all the associated problems and trash and weeds and cars and there would be nothing you can do about it. There is no reason for this change.

Tom and Dana Hart
1914 13th Ave
Greeley

From: Frank Oliver
Sent: Wednesday, February 10, 2021 1:10 PM
To: Kristin Zasada
Subject: [EXTERNAL] Zoning

Thank you for not supporting changing the U+1 in the RL zoned area's of Greeley. This zoning has been in effect for over 40 years and has served the residents of Greeley well. We don't need to allow multiple, non related people to live in a low density housing area's adding to congestion, noise and etc. This would totally change these sub-divisions and make them more like multi family areas. I intentionally purchased a home in what was classified an R-1 zoned area over 40 years ago and would be very upset if the city retroactively made this change.

Thank you again for NOT supporting this zoning change.

Sincerely,

Caleb Jackson

From: Sheryl Nelson
Sent: Tuesday, February 23, 2021 1:43 PM
To: Caleb Jackson
Subject: [EXTERNAL] Fw: City of Greeley | Household Occupancy Standards | 2.22.2021

Who wants this and who benefits? Yes, houses are expensive. They always have been. Spend your time working on low income housing and leave Greeley single family residence alone.

Good afternoon City Council Members,

Please find below the email which was distributed regarding the upcoming Planning Commission Public Hearing.

My name is Sonja Belfiore, resident at 1901 76th Avenue Court, Greeley, CO 80634.

I oppose the City of Greeley's proposed update to the Household Occupancy Standards, and I would like to request that the attached documents be presented at your Public Hearing on 3/23/2021. These were penned by a colleague at a different company, however they encompass the same ideas which I would also state.

In addition to Daniel's statements which are found in the attached letter, I feel these proposed updates would only further diminish opinions of The City of Greeley's housing and would cause further flight from the City . I wonder if our planning commission would like to see only baseline level housing in the entirety of the Greeley market and a depreciation of all other properties to a point where a reasonable Seller would not be able to sell their property at a price suitable to sustain a move or payoff a mortgage. To keep communities vibrant and diverse, I believe it is necessary to maintain areas in which single families are only intended to live and areas where there is to be higher occupancy housing. Housing Occupancy rates are necessary to keep Residential Low Density housing just that, low density.

In summary, a "U+2" Occupancy Standard (with no change to the Efficiency/1-Bed standards) is more than sufficient to address affordable housing.

Sonja Belfiore

Broker Associate/Partner

Sears Real Estate

2021 Clubhouse Drive, Ste. 100, Greeley, CO 80634

Office: 970-330-7700

Cell: 970-978-7012

Email: sonja@searsrealestate.com

www.searsrealestate.com

<http://www.facebook.com/sonjabelleiore.realtor>



To Whom it May Concern,

I am writing to make known my opposition to the proposed code update of the City of Greeley Household Occupancy Standards.

I am the Managing Broker & Owner of His House, a Real Estate and Property Management Brokerage in Greeley. I know first-hand the challenges of affordable housing in our area; however, the proposed update is unnecessary from an affordable housing standpoint, will create over-occupancy, unsafe living conditions, and will adversely impact many single-family neighborhoods (R-L, R-M) that Greeley has so well developed over the years.

Based on the virtual presentation given by the City of Greeley Planning Department on March 1, 2021, the primary motives of updating the occupancy standards are to 1) imitate the standards of surrounding areas, and 2) address affordability of housing within Greeley.

- ***Creating an occupancy standard based on what neighboring municipalities are doing is not the correct approach.***
- ***Creating an occupancy standard based on the number of bedrooms in a home is an arbitrary approach to solving this problem.***
- ***The City of Greeley should consider median rental rates and/or mortgage payments as part of the study.***
- ***We are requesting that the City of Greeley consider a “U+2” occupancy standard on all 2+ bedroom homes, with no change to occupancy standards on efficiency/1-bedroom homes.***

Please see the attached graph supporting our argument.

Respectfully,

Daniel Preshaw
(970) 397-8461
Daniel@HisHousePM.com

The City of Greeley recently provided His House with data (2019 Census) that suggests the lowest income earners within this Greeley/Evans sub-market are **1) Females living alone with annual income of approximately \$22,500 and 2) Males living alone with annual income of approximately \$35,000.** We are using an average annual income rate of \$28,750 in the below graphs, with the assumption that males & females currently living alone will be encouraged to live together with the change in occupancy standards.

According to the City of Greeley's Strategic Housing Plan, **Affordable Housing:** Housing that costs no more than 30% of a household's income.

Based on the data below, it is clear that a U+2 occupancy standard would be more than sufficient to achieve "affordable" housing.

AS PROPOSED BY CITY OF GREELEY				
Number of Bedrooms	Number of Unrelated Adults Allowed	Median Rental Rate (\$)	Cost per Occupant	Housing Cost as a percentage of Annual Income (Average of Male/Female, Living Alone- \$28,750)
Efficiency or 1 bedroom	2	\$ 947.00	\$ 473.50	20%
2 bedrooms	3	\$ 1,425.00	\$ 475.00	20%
3 bedrooms	4	\$ 1,625.00	\$ 406.25	17%
4 or more bedrooms	5	\$ 1,898.00	\$ 379.60	16%

AS PROPOSED BY His House				
Number of Bedrooms	Number of Unrelated Adults Allowed	Median Rental Rate (\$)	Cost per Occupant	Housing Cost as a percentage of Annual Income (Average of Male/Female, Living Alone- \$28,750)
Efficiency or 1 bedroom	2	\$ 947.00	\$ 473.50	20%
2 bedrooms	3	\$ 1,425.00	\$ 475.00	20%
3 bedrooms	3	\$ 1,625.00	\$ 541.67	23%
4 or more bedrooms	3	\$ 1,898.00	\$ 632.67	26%
**4 or more bedrooms	3	\$ 2,277.60	\$ 759.20	29%

**Scenario in which median rents increase by 20% to \$2,277.60 (1,898 x 1.20), AND annual income increases by 10% to \$31,625

From: Daniel Preshaw
Sent: Wednesday, March 17, 2021 10:51 AM
To: Thomas Butler; Brett Payton; Michael Fitzsimmons; Dale Hall; Kristin Zasada; Edward Clark; John Gates
Subject: Greeley Housing Occupancy Standards

Dear Mr. Mayor and Council Members,

My name is Daniel Preshaw, resident at 364 N Wyndham Ave, Greeley, CO 80634.

I am writing to make known my opposition of the City of Greeley's proposed update to the Household Occupancy Standards.

I strongly urge each of you to 1) consider the information within the attached document and 2) scrutinize the Planning Commission's method of determining occupancy standards within their current proposal.

To summarize my argument within the attached document, a "U+2" Occupancy Standard (with no change to the current Efficiency/1-Bed standards) is more than sufficient to address affordable housing. Secondly, the proposed method (occupancy by # of bedrooms) is arbitrary and should rather be determined by median housing costs.

Respectfully,

Daniel Preshaw, Broker
HisHousePM.com

Caleb Jackson

From: John Kadavy
Sent: Monday, March 15, 2021 9:08 AM
To: Caleb Jackson
Cc: John Gates
Subject: [EXTERNAL] RE: Household Occupancy Standards | Planning Commission 3.23.2021

Caleb, obviously your departments have made a recommendation and the hearing is only a formality. No mention what so ever to vehicles allowed on streets etc.. This needs to be discussed further as it is not going to give our wonderful neighborhoods the appeal as our surrounding communities. This is a step backwards and will only erode our neighborhoods street scape's and a balanced growth moving forward. I am extremely disappointed to say the least. John

Caleb Jackson

From: Carol
Sent: Monday, March 15, 2021 9:34 AM
To: Caleb Jackson
Subject: [EXTERNAL] Re: Household Occupancy Standards | Planning Commission 3.23.2021

We are having parking and noisy vehicle problems in the Farr Park area at the current zoning. Do not make it worse with allowing more than two unrelated people living together. You will ruin our family neighborhoods. Do not change the codes please.

How would you like it if other cars always parked in front of your house and then when you had visitors there is no where to park.

If you change the zoning, you need to limit number of vehicles. There will be big problems!!!!Carol J Burham a Farr Park resident 45 years. Please do not ruin our family neighborhoods. Thankyou.

My address is at 2440-14th ave. ct. Greeley

Sent from my iPad

Caleb Jackson

From: Steve Young
Sent: Monday, March 15, 2021 10:05 AM
To: Caleb Jackson
Subject: [EXTERNAL] Re: Household Occupancy Standards | Planning Commission 3.23.2021
Attachments: image001.jpg

Caleb, thanks for the update. I vote no on this if it makes any difference.

Steve Young

Caleb Jackson

From: Daryl dannar
Sent: Monday, March 15, 2021 10:13 AM
To: Caleb Jackson
Subject: [EXTERNAL] Planning Commission

Please do not destroy the residential neighborhoods. Parking already difficult because you cannot enforce existing codes. You already have multi dwelling units. Do not punish residential neighborhoods where people get up and go to work everyday only to come home to over crowded neighborhoods.

Daryl Dannar

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Caleb Jackson

From: Jen Mayer
Sent: Tuesday, March 16, 2021 2:33 PM
To: Caleb Jackson
Subject: [EXTERNAL] I oppose increasing the occupancy rates in lower density neighborhoods

Dear Greeley Planning Commission members:

I write to express my concern about the possibility of increasing non-related occupants in single residences from U+1 to up to U+5, depending on number of bedrooms.

I have several reasons for my concerns, which no doubt you have heard from many residents, including: increased traffic, more parked vehicles, less safety, more noise, more dogs, more litter, devaluation of quality of neighborhood life, and loss of property values.

I moved to Greeley five years ago. My spouse and I intentionally bought a home zoned for low-density housing (R-L) within walking distance to downtown, Glenmere Park, and UNC. I was encouraged by Greeley's program to incentivize home buyers in this area and the various improvements to downtown and 8th Avenue. I thought these factors indicated that the City of Greeley valued older and unique neighborhoods, and that was important to me.

I appreciate my quiet street, which has attractive yet modest mid-century brick homes, and caring neighbors. The residents in my neighborhood are diverse in terms of ethnicity, income, social class, occupation, currently working and retirees, age, families, couples, and singles. There are a few rentals, too. This diversity is a huge strength of my neighborhood. We are a true community regardless of our differences. We take pride in our neighborhood and homes. This is a key point.

I am not convinced by the argument that limiting occupancy rates is a way to keep lower income individuals out of neighborhoods, that is not the case on my block. I am convinced, however, that raising the occupancy rates of unrelated individuals in single family homes will cause more problems than solutions.

I was concerned to read the materials provided by the City, like the powerpoint presentation, which seem to suggest increasing unrelated occupants is a solid solution with few repercussions, to the lack of affordable housing in Greeley. I disagree, as making these allowances will negatively impact many of Greeley's middle class neighborhoods.

Details and nuances matter. Many Greeley neighborhoods do not have sidewalks. By increasing numbers of household residents, and therefore increasing the number of vehicles parked on the street and traveling the neighborhood, it creates a less safe and welcoming environment for both pedestrians and cyclists. I'm sure you are aware of studies that correlate walkability and biking to a city's desirability. And the suggestion to consider the number of bedrooms is flawed. Many older homes have up to four bedrooms, but they are very small rooms, and the houses themselves are small in size. Older homes and older streets were not designed for large occupancies and multiple large vehicles.

This change to increased occupancy rates would open the door to permanently displacing the pride of ownership in many of our R-L and other low density neighborhoods. Some of Greeley's older neighborhoods have seen a resurgence in recent years, and this type of policy change will result in a loss of momentum to neighborhood improvements.

I have seen the information that the City of Greeley has supplied on this issue and it seems it is a foregone conclusion that Greeley will move to higher occupancy rates, in spite of opposing voices.

My strong preference is to not change our current policy on occupancy rates. If that is not possible, I urge those with decision making powers to at least be open to a compromise like a move to U+2, and study those implications for a few years, before jumping into higher non-related occupancy rates tied to the number of bedrooms.

Thank you for your time and consideration regarding this crucial matter to Greeley's future.

Jen Mayer
1720 20th Ave, Greeley, CO 80631

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Caleb Jackson

From: Ryan Andre
Sent: Tuesday, March 16, 2021 4:53 PM
To: Caleb Jackson
Cc: Brad Mueller; Mike Garrott
Subject: RE: Household Occupancy Standards | Planning Commission 3.23.2021

I oppose the city of Greeley Proposed update to the housing standards.

My name is Ryan Andre with Sears Real Estate and after reviewing these proposed housing standard changes, I have come to the conclusion it is a bad idea and not fair to the people who already bought in these subdivisions where single family is only allowed. There are already subdivision in town that are zoned for multi family. There are a bunch of issues like parking, quite enjoyment of your home, etc that could be affected by these changes. It could affect the quality of life for some of these residences.

I have lived in Greeley most of my life, I currently own several properties in Greeley both single family and multifamily.

I have been selling Real Estate for 22 years in Greeley address 2020 Clubhouse Drive Suite 100. My parents and in-laws both are long time Greeley Residences as well.

If you want to make housing more affordable cut down on the fees to build a home and cut the property taxes down. Both of those will make housing more affordable. Do restricted income subdivisions for teachers and first responders and make it affordable to the builder to do the construction.

Thank you,
Ryan Andre
Andre Team
Sears Real Estate
Broker Associate, Partner, CNE, SFR,CSP
970-381-1081



Caleb Jackson

From: Lori McMurren <
Sent: Wednesday, March 17, 2021 5:57 AM
To: Caleb Jackson; Mike Garrott
Cc: Brad Mueller
Subject: [EXTERNAL] Housing occupancy

Good morning, Caleb, Brad and Mike:

Regarding the Planning Commission Public Hearing.

My name is Lori (Doug) McMurren, resident at 507 [N Wyndham Ave, Greeley, CO 80634](#).

I strongly oppose the City of Greeley's proposed update to the Household Occupancy Standards, and I would like to request that the attached documents be presented at your Public Hearing on 3/23/2021.

In summary, a "U+2" Occupancy Standard (with no change to the Efficiency/1-Bed standards) is more than sufficient to address affordable housing. The proposed changes in occupancy will create a massive decrease in property values and will have a long-term detrimental effect on Greeley's ability to attract businesses and quality homebuyers--ultimately impacting tax revenues as private homeowners migrate out of Greeley. I own an Interior Design and Construction Management firm in Greeley and I can tell you that this will further erode Greeley's attractiveness and retention of the homeowners and businesses the contribute to our community's reputation, civic attractiveness and tax revenues.

This is a terrible and short-sighted idea that will drive middle-class homeowners and businesses out of Greeley for good. I urge the planning commission, in the strongest possible terms, to abandon this very destructive proposal.

Respectfully,

Lori McMurren Greeley resident, homeowner and business owner since 1982

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Caleb Jackson

From: Lori Williams
Sent: Wednesday, March 17, 2021 2:13 PM
To: Caleb Jackson
Subject: [EXTERNAL] Household Occupancy Standards public comment

My information for public record:

Lori Williams
508 56th Ave
Greeley CO 80634

I have lived in Greeley for 45 years. The zoning has proven to change continually. There is never an assured area to build or buy a house in Greeley unless the surrounding area has been fully developed. So in other words, if you desire a single family neighborhood without surrounding multifamily housing you must buy or build in an established neighborhood. Now we will get that rug pulled from beneath us with a code change. It appears you want single families to move out of Greeley. What a shame and what an undesirable city to live in as a single family.

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From: DEBORAH DEBOUZEZ

Sent: Thursday, March 18, 2021 12:13 PM

To: CD Admin Team <CD_Admin_Team@Greeleygov.com>

Cc: Brad Mueller <Bradford.Mueller@Greeleygov.com>; treid@greeleytribune.com; nocooptimist@gmail.com

Subject: [EXTERNAL] Household Occupancy Standards

March 18, 2023

Dear Chairman Yeater and Planning Commissioners,

Please accept this letter as my protest against the proposed changes to Household Occupancy Standards. I live in the Cranford neighborhood since 2007 and know firsthand the problems with crowding into big, old houses. Heck, anyone familiar with the college neighborhoods know this, too. Just look at homes from 11th Avenue east to 6th Avenue. Walk down the alleys; look at the trash, parking and landscape maintenance. You want to rest of Cranford to look like that?!

We bought into this single family, low density housing neighborhood with no worry the zoning would change. How can the City conscientiously make a change in housing occupancy standards in stable neighborhoods?

I understand the difficulty in investigating and enforcing the current occupancy standards, but I do not know how regulating how many related & unrelated adults occupy a bedroom will help matters. Further, the justification for this proposed change based on lack of affordable housing options is an unimaginative solution, as well. Here are two remedies for that – increase the occupancy standards in the medium density zoning districts or better yet, make all new developments/neighborhoods high density housing zones. That way, the buyers know upfront the type of neighborhood they are moving in to. To change the zoning code in established neighborhoods is akin to changing the rules in the middle of the game.

If these proposed changes are passed by the Planning Commission and adopted by City Council, then I have one lovely historic home with four bedrooms on a large lot for sale, and I am outta here. I suspect many unhappy neighbors will do the same.

Please reject the Household Occupancy standard changes and go back to the drawing board.

Sincerely,
Deb DeBoutez
1863 13th Avenue
Greeley, CO 80631

CC: Kelly Ragan, NOCO Optimist
Trevor Reid, Greeley Tribune
Cranford Nextdoor blog

RICHMARK

5200 W. 20th Street, Greeley, CO 80634
richmarkcompanies.com

Dear City Council and Planning Commission Members,

Richmark Holdings, Inc. is writing this letter in opposition of the proposed code update of the City of Greeley Household Occupancy Standard. We believe this proposal will lower the standards of our communities existing housing stock. From our understanding, there are over 700 market apartment units proposed or approved and additional 515 LIHTC apartments proposed. Our focus should be on continuing to improve the housing stock in Greeley as affordable housing is already on its way.

Sincerely,



Tyler Richardson
Richmark Holdings, Inc.
5200 W. 20th Street,
Greeley, CO 80634

Caleb Jackson

From: Jason Mahoney REALTOR and SuperDad
Sent: Monday, March 22, 2021 3:27 PM
To: Caleb Jackson
Subject: [EXTERNAL] Re: City of Greeley Household Occupancy Standards | Planning Commission 3.23.2021

Hi Caleb. I see the proposed zoning change attached from the board of Realtors. I do want my email included as to this proposed change.

First, as a homeowner I do not want to see this happen. There is not sufficient parking allocated in any neighborhood to accommodate this. I personally do not want to see 50 cars parked up and down my street. When I come home from work, I would like to be able to park in front of my home.

Second, Has the city of Greeley even considered what this will do to the Water Rate? Currently you are billed based on the number of occupants in a home. This would potentially have an adverse effect and cause water usage to increase while the amount of billing potential is decreased.

Third, as a Realtor, I'm personally heart broken this is even being considered. Why even have a zoning code at all? Technically I could rent each bedroom out in my home which is supposed to be for R-H Residential High zoning.

Fourth, As vice president of my HOA. We will have to amend our bylaws to ensure the current homeowners are kept satisfied with current regulations regarding occupancy. It would be my intention to keep it so regardless of the city's final decision.

I have questions... What value does this bring to the community? How will the City respond to issues with excessive water use? How will the City respond to issues with Parking? How will the City respond to issues with increased animals per property? Could Someone who only has one Dog now allow multiple occupants with multiple animals and create a noise ordinance, nuisance issue? Will this increase Crime? Exactly how does the City of Greeley justify this with current Covid Mandates?

I could go on, But I'm sure you understand my position, THIS IS A BAD IDEA! I don't care what other municipalities do. This is one of the things that makes GREELEY GREAT FROM THE GROUND UP!

I Love To Change Family's Lives! Finding the Right Home For Your Family Matters To Me!

Jason

**Tannis Bator
Greeley, CO 80631**

March 25, 2021

Dear members of the Planning Commission,

It has come to my attention that you may feel that a solution to the affordable housing problem is to relax the regulation of how many unrelated persons may rent a house.

I realize this is an attempt to help alleviate Greeley's housing crisis. Since there doesn't seem to be a cap on the amount of rent charged, or the price of a house, this will still be difficult. I recognize that this is the beginning of a long process.

However, I am against a total relaxation of the you + one regulation for the following reasons. (I am using a family of four and four unrelated adults as an example and am often using the complaints raised by having **rentals owned by absentee landlords.**)

Families need affordable housing for their children to thrive emotionally and physically. A house in well maintained condition is much better for a family than an apartment. If such a regulation is relaxed too much, families will go to the bottom of the list since it will be more profitable for investors and landlords to rent to four unrelated people rather than a family of four. I recently read a Saturday, March 20 article, regarding a new Habitat for Humanity homeowner. The new owner, Franky Rodriguez is quoted as saying: "We're going to have our own space. Our kids are going to have their own yard and safety."

Those looking to buy a starter home are priced out by those eager to invest in real estate, and this would make it even more difficult.

Four unrelated people would no doubt have four vehicles. Therefore, parking in the neighborhood becomes more difficult, particularly if each of these four decide to invite others over. We live near the University of Northern Colorado which would be prime real estate for investors/landlords to make money from college students who are not too mindful of neighbors and not interested in keeping up the house and yard.

There is less of an incentive for four unrelated people to continue living together. One or two might lose their jobs or move on, and then what?

I know it is difficult to monitor those who are not keeping to the current regulation of two unrelated persons in a house, but this seems just an easy way not to have to deal with that problem. There are houses now where there are more people than are legal,(usually owned by absentee landlords as an investment) but, unless the neighbors complain, and even if they do, not much is done.

Neighborhoods that have a mix of owned and rented homes under the current set of regulations have a much better record of maintaining the appearance and the ethos of the neighborhood. A neighborhood with completely relaxed restrictions makes it more unlikely that neighbors will know and care about each other. **However, I could see how “You + two” could work in certain, more controlled situations.**

I have spoken to those whose neighborhoods have changed drastically by houses rented by absentee landlords. This seems to be the root of the problem. On the other hand, if a person owns the home, resides there, and then wants to rent to others to share expenses and keep company, that is a different situation. Perhaps three educators are looking to rent together and a local landlord is careful with their selection. These situations are almost a case-by-case basis.

But restrictions should be placed on absentee landlords who take no care of their rentals and spend no time monitoring the safety and well-being of the neighborhood.

If you are truly concerned about affordable housing, perhaps you should also investigate tiny home neighborhoods, sliding scales for rent, more property for Habitat for Humanity, and see how other cities are working on their challenge of affordable housing, an example being intentional coliving communities. Architectural plans should also include allowances for disabled people with wider entrances for wheelchair use.

A total relaxation of regulations concerning the number of unrelated persons residing in a rental home would just be a band-aid on a larger problem, make it easier for the City of Greeley to look the other way and be a boon for investors/landlords. I’m not sure how such a decision would “maintain and improve Greeley’s quality of life” or “thoughtfully manage 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.” (quoted from the City of Greeley Comprehensive Plan)

I know updating the zoning ordinances will be arduous work and I appreciate the opportunity to air my concerns.

Carol J. Burham
Greeley, CO

March 27, 2021

I cannot attend this meeting. But I need to plead the case for leaving our neighborhoods alone. One non relative is more then generous. You keep your neighborhood family orientated. B&Bs and extra non related people do not belong in the family orientated neighborhoods. They do not care about where they park. Loud mufflers, party's and keeping the yards nice. They just are not family oriented and do not care about being neighborly. This would be a very bad move for Greeley.

I am a Farr Park resident of 45 years. I have seen a lot. You need to enforce current laws and let well enough alone. Thank you for your time to read this. Carol J. Burham

Add'l email
March 30, 2021

Please leave the ordinance alone to keep family neighborhoods just that. The city has a hard enough time enforcing present codes. It will be a free fall if you let it turn into more unrelated people living together. I have turned in code violators with the current codes and it takes months to correct and some never. The code officers say it is hard to prove so it takes so long. Please keep them family orientated neighborhoods just that! We have children at risk and many problems to avoid. Thank you Carol J Burham

Michael Harrington

March 29, 2021

My name is Michael Harrington and I would like to give input on the occupancy standards. I believe its great that the city is finally addressing this code update since it has not been updated in decades. The housing pricing has gotten so expensive and current demographics of young professionals have dramatically changed since that time. Young professionals are having a hard time affording housing in Greeley and are even not getting married until way later in life. That being said there are many people that cannot afford a house and it helps many individuals afford a place to live with room mates. I know most people renting are having to spend upwards of 60% on their housing leaving little money to go out to restaurants, leisure, etc. They also even have a hard time getting the needed groceries they need. The concerns of having multiple people in a home have city ordinances in place to address loud music, trash, etc. I hope council is well educated on why most all of the surrounding areas have increased their housing capacity as they have also given much thought to this as well. It would be a great burden put off of many people and would stimulate the economy of Greeley. It would also keep great people in Greeley and attract more people as well. I know many people move to Windsor or Loveland so they can live together as Greeley doesn't allow it. Let me know if you have questions. Thank you for your time.

From 2nd email – March 29th

In addition to the thoughts above, I do believe the solution of allowing however many bedrooms in a home, would allow how many unrelated individuals. I think that suits the need and creates a simple solution.

Barbara Hampton

March 29, 2021

I just wanted to submit my thoughts for your meeting tomorrow –

I understand why there are limits and household occupancy standards. However, in Greeley the laws seem old and antiquated. Surrounding communities allow one non-related person per bedroom in a rental home. It is very reasonable to allow unrelated adults in a home, one per bedroom. There are so many young professional people now, waiting to get married later in life. Comradely is important and so is reasonably priced housing in nice neighborhoods. Many are moving out of Greeley because of affordability.

Some may also argue the current code is racist and discriminatory. I don't even want to begin that discussion. If not that, it's just rather "snooty." Not at all what Greeley wants to be about.

Frankly, I don't even understand why this needs to be debated again and again. It's really a "no brainer" to change the housing occupancy law.

Thank you for letting send in my comments. I hope the code is changed.

March 19, 2021

RE: Household Occupancy Standards

City Council,

I believe City Council will be making a big mistake to increase the number of adults who may occupy a home in a RL designated zone.

Allowing additional unrelated adults beyond Two in RL will create more traffic, more cars parked on the street, (affecting safe visibility), potential fire hazards as they add stoves/hot plates/microwaves, more noise, more traffic jeopardizing children's safety, less neighborliness (you don't know who is coming and going), and potentially more crime.

It will also detract in surrounding home values and most likely will make your home harder to sell, for less money if you occupy a home with to 3 -8 unrelated adults living next door. As a longtime Realtor in Greeley, I have personally experienced whereby a buyer did not want to purchase a home next to 3 to 8 cars parked next door.

What percentage of households in Greeley are already in RM and RH zones? Surely there are enough homes in those areas that already allow for multiple adults to occupy. How many new apartments have been built lately, and more coming, that have three bedrooms thereby allowing for up to six adults to occupy?

Who will monitor the number of adults in a RL home? As a neighbor to one it will be very hard to know. Who lives there? Who is just visiting?

I have enclosed photos from RL neighborhoods where it is obviously already happening, and no one is doing anything about it. If you owned a home next door to anyone of these, I can guarantee it would affect the value of YOUR home or the timeliness in it selling.

Regards,

Randy Moser

A handwritten signature in black ink that reads "Randy Moser". The signature is written in a cursive style and is positioned below the typed name.

Occupancy limits.

These photos are not about how many cars are parked outside of a home. It's about how is it possible to have so many cars in front of a RL zoned home.

There is no way there are only 3 adults in these homes with 5 or more cars parked outside. Obviously, the allowable occupancy limits are already being violated and code enforcement isn't doing anything about it.

Imagine this being multiplied throughout our RL neighborhoods if council increases the limits of adults.

Would you want to live next door to any one of these?

These are just random photos in various RL neighborhoods. I could probably provide 100's more photos if I had the time.

Please leave the RL zoning as it is today.

Randy More

4243 15th St. Ln

3 bdrm home

6-cars



4 bdrms

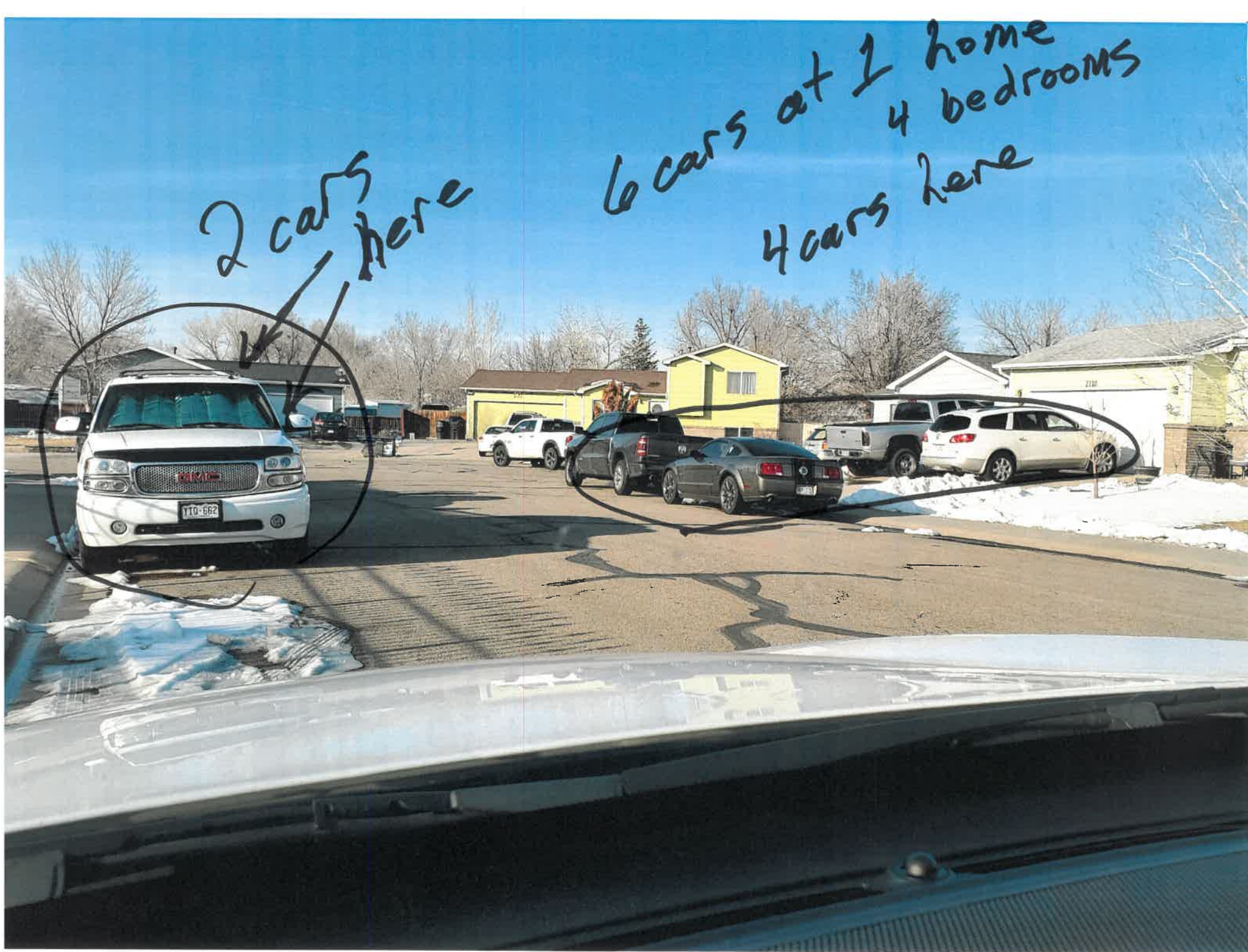
6 cars

3210 67th Ave Pl



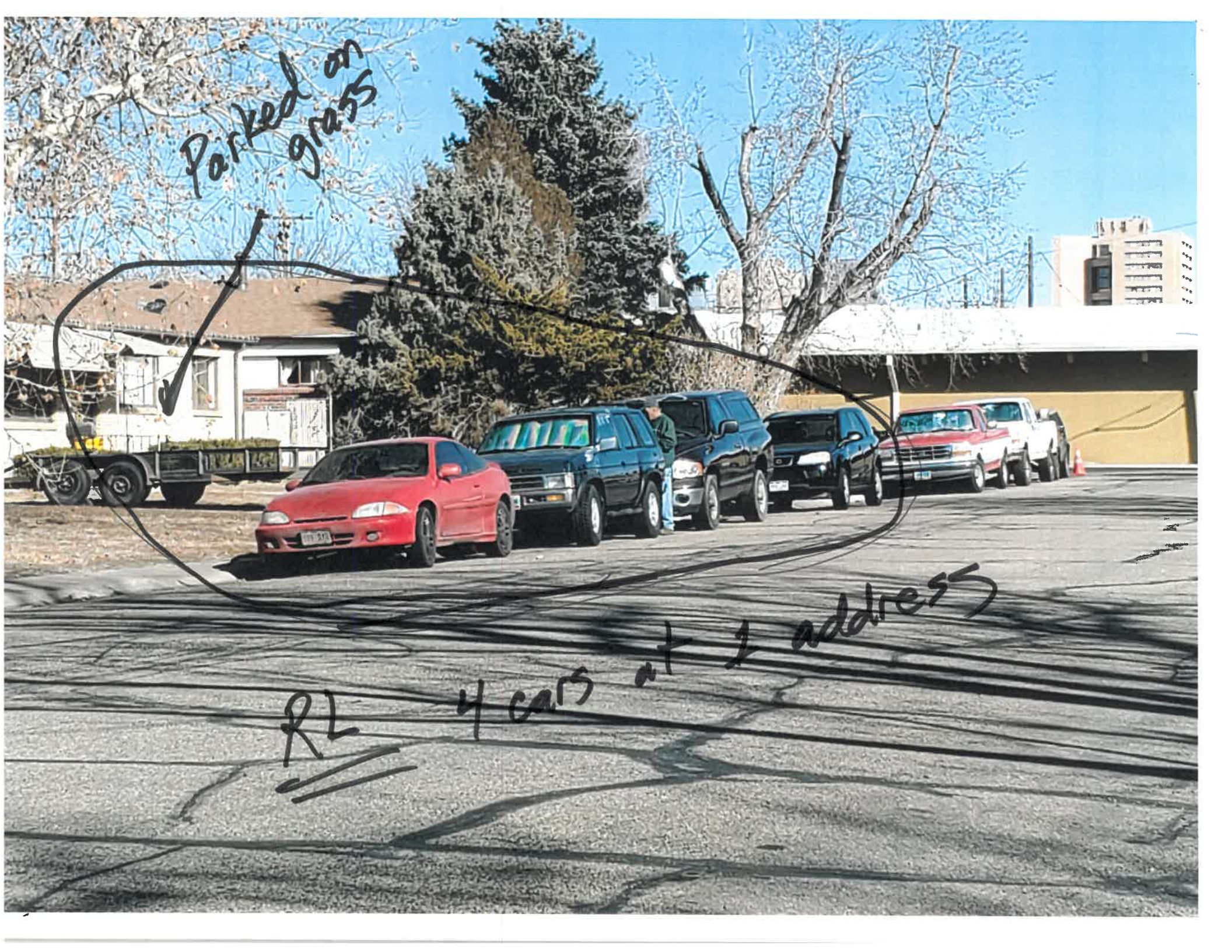
2 cars here

6 cars at 1 home
4 cars here



Parked on grass

RL 4 cars at 1 address



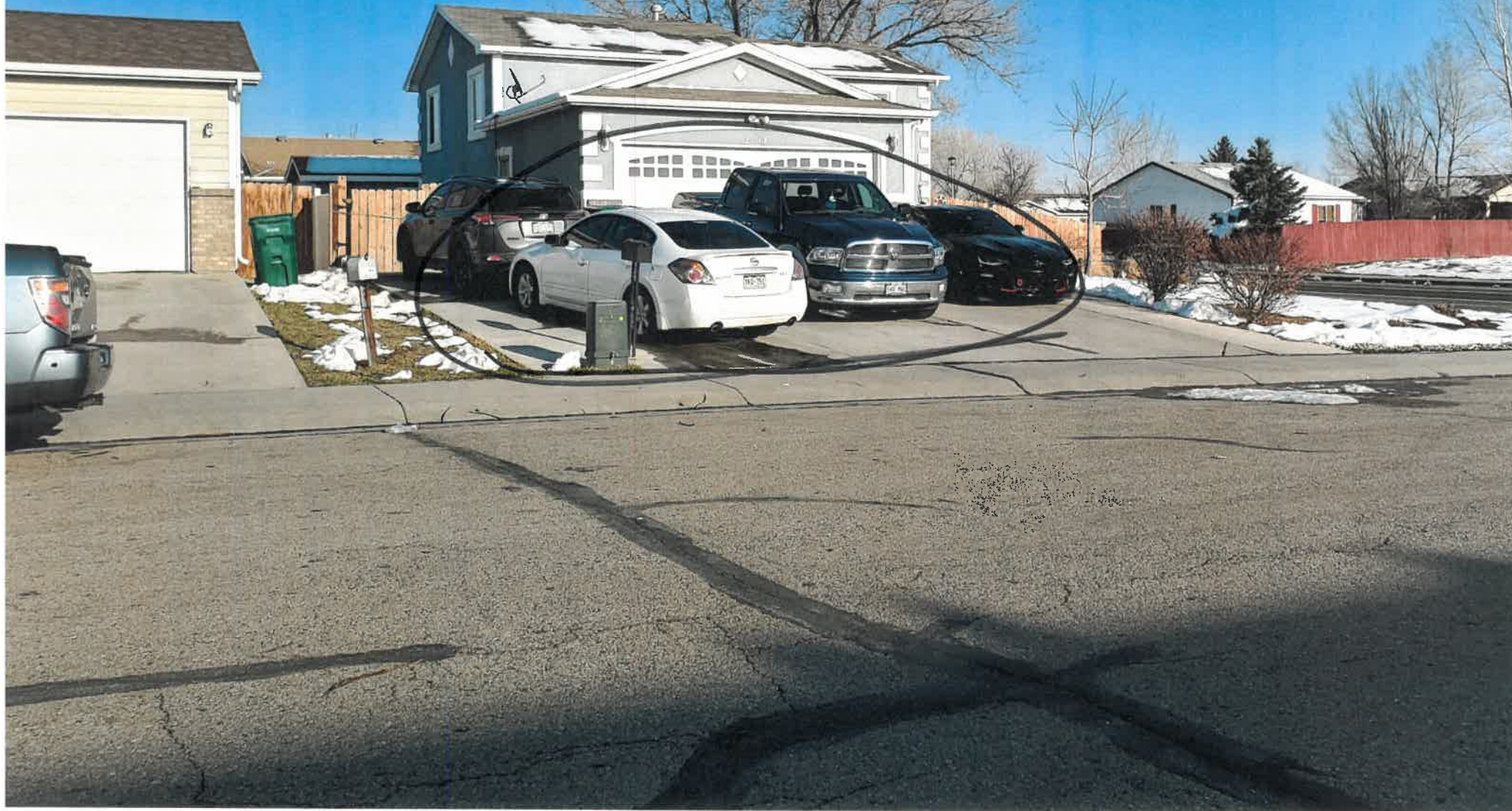
usually 6
cars here

more junk

Junk



never any in the garage



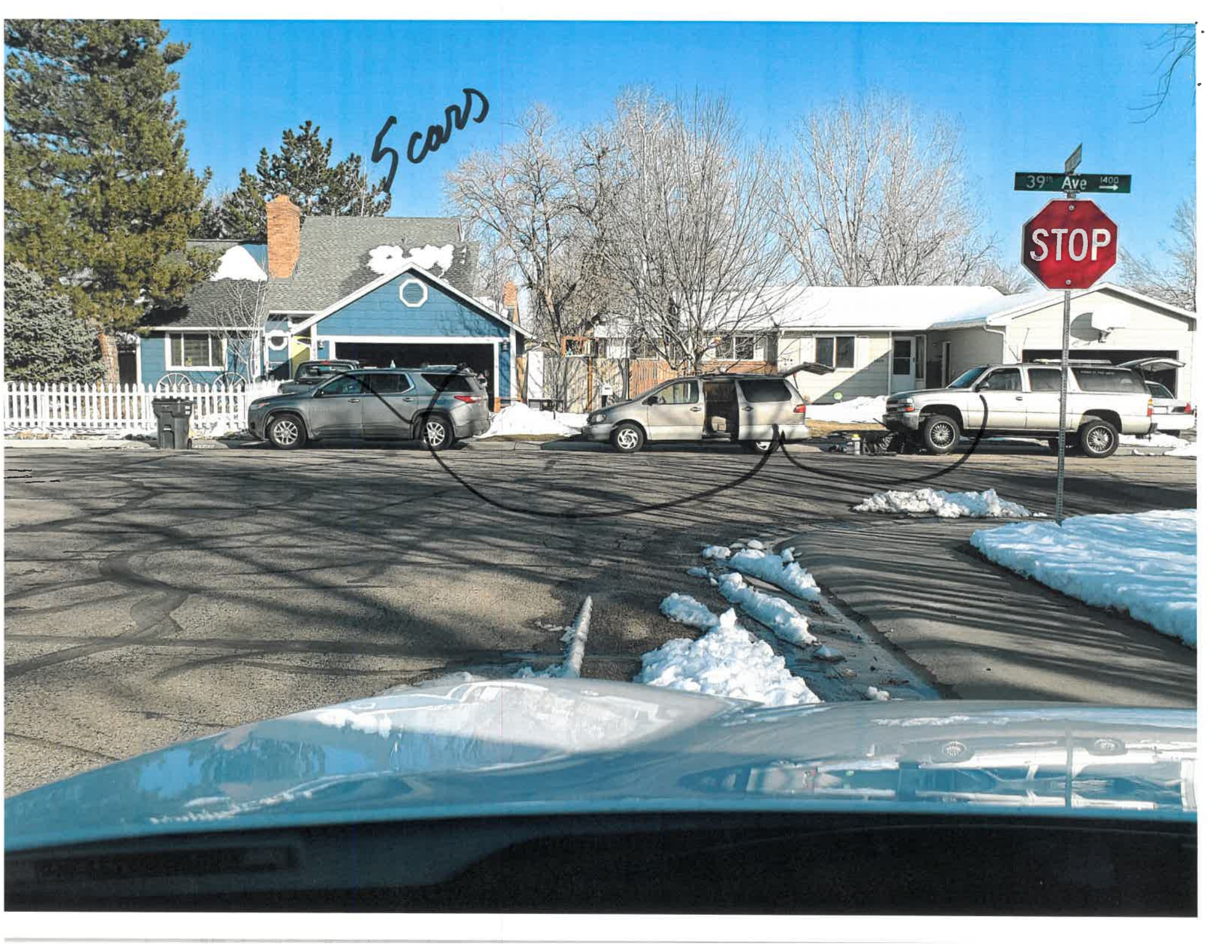
8 cars, 4 bdrms



5 cars

39th Ave 1400

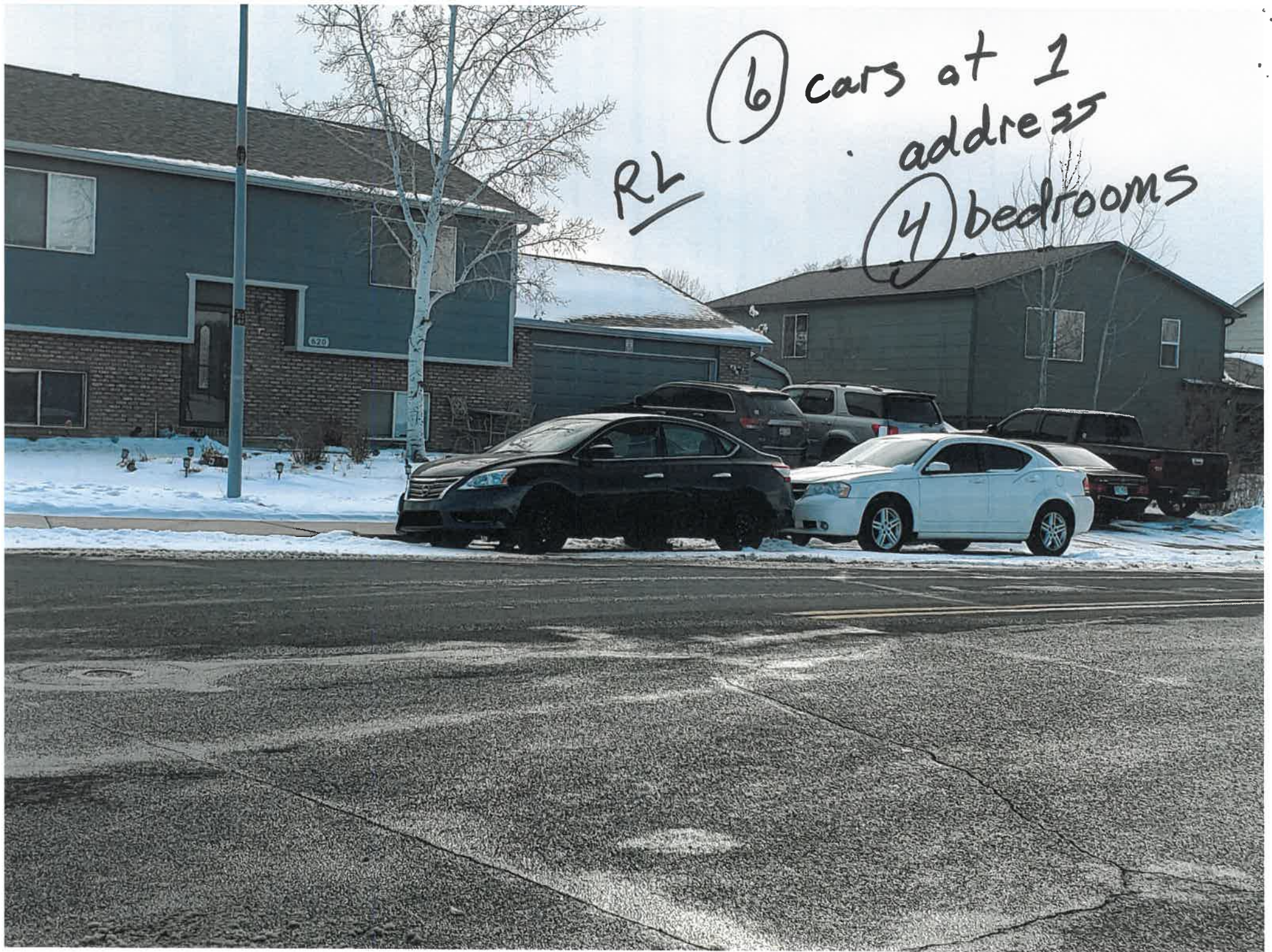
STOP



RL

⑥ cars at 1
address

④ bedrooms



5 cars
4 bdrm home



RL

5 cars at 1 address

4 bedrooms



From: Lori Williams
Sent: Wednesday, May 5, 2021 4:50 PM
To: CD Admin Team <CD_Admin_Team@Greeleygov.com>
Subject: [EXTERNAL] Comment to changes proposed to Household Occupancy Standards

I support the adjusted consideration of R-E, R-L, R-MH of expanding the number of unrelated adults allowed in a 3 bedrooms or more home from the existing 1 to 2. I do not support the expansion for zone R-M to up to 4 unrelated adults depending on number of bedrooms. The public has been told that occupancy concerns will be handled on a complaint basis. Most single family homes have been developed with minimal street parking. There will not be adequate parking. Our infrastructure funding is already stressed. Additional use with additional persons will create a deficit in this area. Admittedly, the current zone map shows few areas zoned at R-M. Going forth, some of these R-M zoned areas have yet to be developed. The City bears a responsibility to require responsible development with additional attention to parking and usage. That being said, this proposal does not provide more affordable housing as the developer will need to provide more and pass their cost onto the buyers/renters. The proposed changes are disappointing in a typical governmental fashion. Money spent to implement, agendas in disguise, and the citizens of Greeley pay for all of it. Greeley is a desirable City to live in, don't change that fact by pretending that we have to mimic other surrounding communities. We need choices of communities to live in.

Lori Williams

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From: Sam Tauber
Sent: Wednesday, May 5, 2021 6:47 PM
To: CD Admin Team <CD_Admin_Team@Greeleygov.com>
Subject: [EXTERNAL] Household Occupancy

Thank you for the opportunity to voice our concerns with the proposed increase to household occupancy allowances. I do not support increasing the occupancy standards for the same concerns as many; Parking and traffic, Property maintenance, Overcrowding, Noise and trash, Crime and Reduced property values.

I have resided at our current address since 1987 and although I fully understand the realities of an ageing neighborhood, I am also disappointed with the current state. I believe allowing increased occupancy will certainly escalate the above areas of concern. As myself and my neighbors intentionally purchased homes in "Single family neighborhoods", we have the right to expect zoning for our neighborhood to continue.

Sincerely,

Samuel and Barbara Tauber
2011 44th Avenue
Greeley, CO. 80634

CAUTION: This email is from an **external** source. Ensure you trust this sender before clicking on any links or attachments.

To: john.gtes@greeleygov.com; Dale Hall; Kristin Zasada
Subject: [EXTERNAL] Household occupancy_May 11_2021 meeting

Dear City Council Member

We are very concerned about the household occupancy issue coming before the council.

Personally, our neighborhood is small, mostly elderly, with no on-street parking allowed, and fairly frequently trips in here by the fire department and ambulances. We have had one instance of unrelated parties renting a unit with the owner to help him pay his mortgage, and then we had several parking violations, as well as more trash, such as small liquor bottles strewn on the property. I believe you will find studies show that people who do not own a property take less care of it, which affects property values, which affects the revenue municipalities will enjoy.

Politicians have tried to use the pandemic to make changes in all of our lifestyles. When a member of my family (with a wife and 3 children) lost his job, the family pitched in to help where necessary. There are so many people getting lots of government aid and handouts today that they should be able to find adequate, affordable housing. When the government eliminates all gas and oil jobs, there will be numerous available rental units and prices will certainly drop.

Am sure that some individual homeowners don't realize that if they want to rent their homes out to several tenants, they may not even be able to collect rent in these times (and probably will not even report the extra income if any), and if they don't charge rent, how is the owner going to pay the extra expenses he/she will incur? The current owner may also find they have a lot more damage done to their property by "renting" to an unrelated party, who may completely ruin the property before the renter just walks away.

Please don't be intimidated by those who just want to create chaos. Stand up for our community.

Thank you.

Nancy Weaver

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-----Original Message-----

From: Steve Gormley

Sent: Monday, May 10, 2021 8:24 AM

To: CD Admin Team <CD_Admin_Team@Greeleygov.com>

Subject: [EXTERNAL] Household Occupancy

Hello, I strictly oppose increasing household occupancy proposed by the Greeley Planning Commission! Allowing unrelated individuals to live in a home will cause nothing but problems (parking, crime, trashy property maintenance, and decrease the value of property). Just look at rentals throughout the city it is a mess with multiple individuals living in rentals. Also it will never stop with the number of occupants allowed proposed by zoning requirements, they will usually allow more and more people to move into the properties. Greeley code enforcement can't even do their job now enforcing compliance to keep properties acceptable per code. I'm sure to the Planning Commission might find it okay as long as is not in their neighborhood.

Sent from my iPad

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From: Mike Otto

Sent: Sunday, May 9, 2021 9:41 AM

To: John Gates; Brett Payton; Michael Fitzsimmons; Thomas Butler; Dale Hall; Kristin Zasada; Edward Clark

Subject: [EXTERNAL] Household occupancy standard

I oppose any change to increase the number of unrelated members allowed to inhabit a residence. I understand the challenges of today's housing and economic environment, however, to diminish the value of single family residence neighborhoods is unacceptable. Homeowners such as myself have invested greatly in our properties with our life's savings and do not want to have that value impacted by this proposed standard.

--

Mike Otto

2158 27th Ave

Greeley, CO 80634

970-590-0978 cell

From: Colleen Helzer
Sent: Sunday, May 9, 2021 12:05 PM
To: Kristin Zasada
Subject: [EXTERNAL] Household Occupancy Standard Change

Hi Kristin,

Just wanted to let you know that I am still opposed to any of the proposed household occupancy standard changes. They would be absolutely unenforceable, and neighborhoods would be negatively impacted, as well as property values, Along with the parking nightmare already existing in the cul-de-sacs with many cars, parked straight in at the curb, and many other issues. Unless they receive a complaint, in general, the city does a really poor job with general code enforcement as it is. The city will not even enforce the NO DOGS in the PARK law/code, and they are out in plain sight, often off leash running after frisbee's right by the parking lots with the sign that says NO DOGS in the park.

I just realized a few days ago that a family in my own neighborhood has a person living in a camper trailer, which is parked on the side of their house. A family just down the block from them, have two families living there and multiple vehicles. When you come up to the stop sign to turn onto the only street in/out of this subdivision, literally you cannot see any of the incoming traffic to make a left turn, because multiple cars and large pickups are parked on the street in front of the house that already appears to have multiple families.

Again, please don't change the occupancy rules, which will not and probably cannot be enforced, to solve a housing shortage problem. How would the city enforce them? By hiring more code enforcement people, which only respond when there is a complaint, or rely on complaints, which then is pitting neighbors against each other. Perhaps, more multiple family apartment complexes should be built in appropriately zoned locations. Don't try to solve this problem by creating several more problems for the taxpayers in this city.

I am once again sending this to you, because you were very responsive in getting back to me on my original email and my representative for my ward never did respond. I am not looking for a response to my email, but I know a meeting is slated this coming week about this issue.

Thank you again,
Colleen Helzer

From: Donato Perl
Sent: Monday, May 10, 2021 9:46 AM
To: CD Admin Team <CD_Admin_Team@Greeleygov.com>
Cc: Fran Burns <franburns@comcast.net>; PATRICIA CALIFANA <pat_gary@msn.com>; Rick Mawson <rickmawson@comcast.net>; Ruth Warner <rufwarner@aol.com>; Therese Gilbert <tg2btrue@hotmail.com>; Wynne Levelle <wynnelevelle@comcast.net>; phyllis Endicott <psendic@comcast.net>
Subject: [EXTERNAL] proposal to make more flexible residential zoning ordinances

Dear members of the City Council of Greeley:

I have considered the proposal to make more flexible residential zoning standards to allow more unrelated adults to rent together, and have come to the conclusion that such a proposal, if enacted, would do a disservice to all - with the possible exception of investors seeking only short term profits. All others would be disadvantaged - including our community at large.

Homeowners would lose an already threatened sense of neighborhood. Neighborhoods themselves would become more susceptible to poorly tended buildings and grounds, and even our emerging adults may very well fall victim to the illusion that living off campus constitutes coming of age. As both a retired educator from District 6 and University of Northern Colorado professor, I believe I am particularly qualified to opine on this last statement.

I urge you to reconsider this proposal in light of the importance of maintaining a sense of pride, history, and, in the long run, economics in Greeley's neighborhoods.

Respectfully submitted,

Don Perl.

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From: phyllis Endicott

Sent: Monday, May 10, 2021 11:56 AM

To: CD Admin Team <CD_Admin_Team@Greeleygov.com>

Cc: Fran Burns <franburns@comcast.net>; PATRICIA CALIFANA <pat_gary@msn.com>; Rick Mawson <rickmawson@comcast.net>; Ruth Warner <rufwarner@aol.com>; Therese Gilbert <tg2btrue@hotmail.com>; Wynne Levelle <wynnelevelle@comcast.net>; Donato Perl <donatogreeley@gmail.com>

Subject: [EXTERNAL] Re: opposing proposal for more flexible residential zoning ordinances

As a 50-year resident of the Alles Acres neighborhood, I am strongly opposed to weakening residential zoning ordinances in neighborhoods near UNC. We love the well cared for yards, well-maintained homes, and beautiful trees that bless our area and support our community life. Retired after 23-years as a UNC employee, I am convinced that college students gain a great deal, both socially and academically, from living on campus during their college years. In fact, the past year of mainly remote learning is well recognized as having had a negative impact on these students' educational experience. They are anxious to return to campus and full involvement in university life.

It appears that the only beneficiaries of this proposal are the few uncaring landlords who are only interested in ease of finding renters and not concerned with the health of neighborhoods or attractive maintenance of their properties. Please do not diminish the traditional health and beauty of Greeley's residential areas. Thanks for considering these concerns.

Phyllis Endicott, 2017 24th Street Road, Greeley 80631

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From: PATRICIA

Sent: Monday, May 10, 2021 2:21 PM

To: planning <planning@Greeleygov.com>; CD Admin Team <CD_Admin_Team@Greeleygov.com>

Cc: John Gates <John.Gates@Greeleygov.com>; Thomas Butler <Tommy.Butler@Greeleygov.com>; Brett Payton <Brett.Payton@Greeleygov.com>; Michael Fitzsimmons <Michael.Fitzsimmons@Greeleygov.com>; Dale Hall <Dale.Hall@Greeleygov.com>

Subject: [EXTERNAL] Change of zoning

I am disappointed to learn of the planned change of zoning in my area. I enjoy living in an area of families, both home owners and renters. I have lived at my house for over 20 years. I learned about the planned change when contacted by a neighbor a couple of days ago. When I contacted a few of my neighbors, none of them knew about this. Whatever method is being used to inform residents of proposed changes is obviously not working. Also, no one I contacted was happy with this proposal.

I believe this change will benefit investors who want to rent out houses by the bedroom. I also think it will have an unalterable impact on the character of our neighborhood and not be of assistance to families looking for affordable housing. I am attaching a picture of a house at 1021 Cranford that is now for sale. It had been rented by the bedroom and is now for sale for \$400,000. I am sure that they are looking for potential investors to buy the home, who will continue to rent by the bedroom.

I appreciate that our current zoning allows one to rent a portion of their home to a student, but does not allow for a house full of students.

Please consider the detrimental effect this zoning change will have on many of us Greeley residents.

Patricia Anne Califana

1907 14th Ave.

Greeley

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From: CenturyLink Customer Bunting
Sent: Sunday, May 9, 2021 9:11 PM
To: Kristin Zasada
Subject: [EXTERNAL] Housing Occupancy Standards

Greeley City Council members:

Used to be the rule was no ball playing in the house, then weak parents gave in. Now it is allowed in any room but the dining room because of the china and chandelier...

1

My wife and I walk in our neighborhood around the intersection of 28th Ave. and Reservoir Rd. We see single family houses where there are junk cars in the back yard, multiple pickups on the street and in the driveway, yards that are not cared for, and property falling apart with damaged fences and structures in need of repair. It seems to us that more than one family lives in houses like this. We can't help but think of how these conditions are dropping the value of our property.

The solution is NOT to give-in to the problem but enforce the codes that are on the books.

PLEASE DO NOT CHANGE current household occupancy codes.

Darryl and Linda Bunting
2820 25th St. Rd.
Greeley 80634

From: Julie Miller
Date: May 10, 2021 at 5:34:03 PM MDT
To: CD Admin Team <CD_Admin_Team@greeleygov.com>, John Gates <John.Gates@greeleygov.com>
Subject: [EXTERNAL] Proposed changes to housing code

Hello and thank you for your service to our community.

My name is Julie Miller and I have been a Greeley resident for almost 16+ years in the Maplewood neighborhood. I will not be able to attend the virtual meeting, but I wanted to be sure to voice my concerns about any relaxation of the current housing code.

We have had a flop house in the Maplewood neighborhood for several years. It is a known meth house, as well. The police know the home by the address numbers alone.

We have several homes in the area with very unkempt yards, furniture in the backyard - not lawn furniture, but rotting indoor furniture, cars parked on the grass, trailers in streets, and I believe we currently have someone living in a camper on the street nearby. And YES, we have reported these to code enforcement over and over. The lawns are the same, the furniture and mattresses are rotting, the grass is uncut, and things remain very much the same as they have for years - years!

Crime has increased in our neighborhood, not to mention traffic. A few years ago, we had 13 burglaries occur. Fortunately our neighbor was hard of hearing and he did not interrupt it. Another neighbor has had trash dumped in her cans, including the actual drag marks right across the alley to her cans! "Nothing we can do," was the response when it was reported and she had to pay for the trash removal.

The same neighbor has also interrupted a potential burglary. We have reported a possible car salesperson selling out of their apartment and yet, here we are. More traffic, same old issues, and very good people tolerating fires, explosions, a garage with plywood and plastic for a roof (since 2017) - which is from the resulting fire when a suspect tried to cover up a murder. They have bricks and boards covering their basement windows. It is known that people were living in the basement, as the police were called to a yard fire at this same address and were told it was someone living in the house, too. We KNOW what it's like with the current codes and can't possibly imagine relaxing the codes.

Our last discussion about these problematic issues with the city was that WE, as a neighborhood, would have to file a lawsuit against the problematic house. Would you? And how do you think this response leaves us feeling as homeowners and taxpayers? And, if we aren't going to enforce codes, why even have them?

We've been very fortunate to have a mixture of good and challenging neighbors, but we are growing very weary of the lack of code enforcement even with the current standard and the noise levels that have come ridiculous. Eventually, you have people, like myself, giving up. We don't

call, we don't email, we just get angry, frustrated, disappointed, and move - if and when we can move and Greeley suffers for that.

I was really taken aback that this was even being considered. Relaxing codes will not help the situation, but only enable more problematic behaviors and increase what I already believe to be problematic enforcement issues. If anything we need more support for code enforcement and stiffer penalties for a lack of adherence. I appreciate this last year being a challenge for all authorities, but you have to realize these code enforcement issues have been problems **for YEARS in our neighborhood:** Trash, yards, cars, abandoned vehicles, illegal parking, unlicensed vehicles, and occupancy issues and that does not include the problems that come with uninforced occupancy problems. You can simply drive down the alley and see the issues. As a code enforcement office, the city shouldn't have to wait for a complaint to act, should it?

Relaxing the code is not an answer to housing issues and especially for those of us who have already been facing continued issues with current code enforcement? It seems really ridiculous to even consider something like this.

Again, thank you for all you do for the community. I recognize your jobs are not easy, nor am I privy to all the information and issues with which you must face.

Sincerely,

Julie Miller
Maplewood resident and homeowner

From: Susan Wickham

Sent: Monday, May 10, 2021 6:33 PM

To: planning <planning@Greeleygov.com>; CD Admin Team <CD_Admin_Team@Greeleygov.com>

Subject: [EXTERNAL] Re: Zoning changes

We are opposed to changing the zoning. We have lived in the Cranford neighborhood for 22 years and have enjoyed becoming friends with neighbors who are homeowners and genuinely care for the neighborhood and each other.

The planned change of zoning in our neighborhoods is a great concern as these changes will not benefit the people who live in and care for the neighborhood.

We are also concerned about the manner of communication regarding the public hearing. We heard of this from a neighbor just one day before the hearing. We heard nothing from the City or the Greeley Planning Commission about the zoning changes, or the public hearing.

Here are some reasons for our opposition:

- There are currently serious traffic safety and congestion issues which will be exacerbated by higher occupancy
 - Already we are experiencing more traffic in these neighborhoods
 - The increased traffic is traveling at higher speeds (exceeding limits)
 - Parking problems will increase with increased occupancy
 - Off-street parking is at capacity on many blocks, streets
 - Currently cars park on lawns already, this will likely increase
- Property care of rental properties in these neighborhoods has deteriorated
 - More renters in the neighborhood will exacerbate this problem
 - Trash piles up in alleys and driveways and often remains for weeks
 - Causing decrease in adjacent property values
- Noise pollution has increased and will likely increase with higher occupancy
- The Historic designation for many of the homes might be jeopardized

Thank you for your consideration,

Susan and Nat Wickham
1910 14th Avenue
Greeley

To the Housing Commission:

The Greeley Planning Commission is proposing that the city council accept a recommendation to overthrow the current zoning code in residential neighborhoods that limits the number of unrelated adults who can share occupancy of currently zoned single family home and replace it with a new code that would allow as many occupants - related or unrelated as can be shoe-horned into a single family to legally live there.

Essentially, as many bedrooms as a landlord could devise or jerry-build in a home in a residential neighborhood could then be occupied by an unrelated adult.

Many of the homes in Greeley's older neighborhoods have three bedrooms and space in the basement for another two bedrooms to be created. The houses in Greeley's quiet, pleasant residential neighborhood have a much lower price tag than in newer parts of the city. That is why these houses in areas, such as the Arlington, Cranford and Fairacre neighborhoods, have been such a magnet for young, first time home buyers.

Unfortunately, the lower price tag and downpayment are also a magnet for absentee landlords who are able to invest little and reap the benefits of renting to as many individuals as they can possibly squeeze into these smaller individual homes. They have no interest in maintaining the character of the neighborhood.

Those of us who live in the houses in these older neighborhoods which used to define the pleasant residential character of Greeley's neighborhoods already know the result of allowing multiple residents in single family homes: the front and back yards of these homes are often poorly or minimally maintained, multiple visitors to multiple residents greatly increase the traffic and safety of the neighborhood, parked cars line the streets, and the neighborliness that characterized these areas is greatly diminished. Longtime residents find that the neighborhood that they have enjoyed for many years is no longer a pleasant or safe place to live. They put their house on the market thus opening the neighborhood to even more uncaring landlords.

I understand the great need for more moderate priced housing in Greeley. The Greeley Planning Commission must continue to seek developers to create legitimate multiple housing solutions where individuals and families with moderate incomes can live pleasantly in their own home. Instead the Planning Commission is attempting a quick fix to the housing shortage by opening the door to crowding multiple individuals into single family homes and turning once desirable neighborhoods with smaller less expensive housing into undesirable places to live.

Margaret Rothaus
1700 Fairacre Drive, Greeley

Absolutely not!

Many houses in this area have historic designations! Greeley's history would be in jeopardy!

I found out about this proposal on May 10 at about 10 AM from a neighbor! Sparks suspicion!

I would like to know how home owners were notified? Please answer. Every homeowner should be sent a letter by mail! Time, due process and a voice should be given and honored!

If you say notification was in the Tribune, myself and many of my neighbors do not receive the Tribune. You know that! That tactic allows you a power-play to steamroll such a proposal through to benefit those who wrote and want the proposal implemented!

Please give ALL the affected property owners a voice/vote in this consequential decision!

Karen Rossman
1912 15th Ave

Dear Planning Staff and Planning Commission Members:

Having listened to deliberations from your previous (March) meeting held via “Zoom,” I can understand the desire for the Commission to reach a compromise and limit the “Plus Unrelated Person(s)” occupancy to no more than “Two” instead of earlier-proposed “Three” in a single-family residential zone.

I am aware that younger people are having difficulty affording single family houses almost anywhere in Front Range Colorado cities. However, it seems to me that if there is a market demand for this to occur, it should be offered in yet-to-be developed annexations of Greeley, possibly through the introduction of a new category of zoning.

The “You-Plus-One *or Two*” relaxation of standards should not be made retroactive in existing neighborhoods (i.e. ones with R-E, R-L, and R-MH zoning).

It is my fear—having received dozens of potential offers from out-of-town strangers interested in buying our single-family house—that “the market” is peppered with quite a few non-resident investors who are possibly trying to cause zoning code revisions. Their intent could very well be to become non-resident landlords of houses with three (or more) adult renters, plus any children and relatives. It is conceivable that this change in the density of neighborhoods’ populations could eventually cause prices-per-parcel to *increase* because of the potential *rental income* from multiple, unrelated adults; even so, this would be inconsistent with the neighborhood ambiance we sought and chose almost three decades ago when we moved into our current house in an “R-L” zone.

I would like to have seen some “before” and “a-few-years-after” appraisal statistics from other cities that have made these kinds of broad-brush revisions to zoning codes. If this kind of change would, as some have warned, actually *decrease* the value of single-family houses in R-E, R-L, and R-MH zones, then this is a stronger reason to oppose the change.

Based on what I have heard and read, I do not want the City to allow the conversion of existing single-family houses into ones with the head of household (and spouse?) “plus two” unrelated adults (instead of the current “plus one”). Once such a change in code would be approved, it would be practically impossible to reverse it if this would turn out to have been an undesirable change in some or all the current neighborhoods!

Thank you for the opportunity to comment!

Stan Elmquist
2152 27th Avenue
Greeley, CO 80634

I live at 1913 15th Ave in Greeley very near to the University and am quite concerned that allowing more adults from different households to occupy the homes in my neighborhood would lead to college renters with parties, etc... which would really change the culture of the community and potentially discourage us and other families from living here.

Thank you for your consideration,

-Justin Walker

May 10, 2021

Dear Greeley Planning Commissioners,

My name is Therese Gilbert and I have lived at 1715 14th Avenue, Greeley since 1995. I love my neighborhood and knew when I moved to Greeley that I would want to purchase an older, traditional home in the Cranford neighborhood. When I first moved onto my block in '95 there were no residents renting, only homeowners. Today I am one of 3 resident homeowners of the eight homes on my side of the block.

Over the past few years I have had different issues with the renters north and south of me and invariably these issues were more problematic when there were unrelated tenants in the home; beer bottles and cans thrown into my backyard, dogs running in my backyard, loud music playing into the early morning hours, etc. I kept in communication with the landlords and would gently remind them that they were in violation of city zoning codes when they were renting to unrelated people. They were always responsive and tried to mitigate the problems.

For the past three or more years there are still only three resident homeowners on the block, but the families in the rentals have stayed. Some are three generational in the home with grandparents, parents, and children. They take good care of their property and are great neighbors. I know their names and the names of their children. When we sit on our porches we greet each other and exchange pleasantries and I know that they are keeping an eye out for me and my property as I am doing so for them.

It makes a big difference when renters are stable and not transient as they are in neighborhoods with different zoning. Families need a quiet neighborhood to rent or own homes. Their needs are different. Children need to be able to sleep at night without loud parties and they need to be able to run and play in yards that are safe around neighbors they know. In the homes on my block, there may be 7 or 8 family members in the home, and this is making greater use of the space. Student housing continues to be built along 6th Avenue, and east of 11th Avenue.

Single renters can find housing, but it is more difficult for a family to find an affordable home to rent with enough rooms and space. Please consider this need! It makes a huge difference when a neighborhood is no longer low-density residential to the families that live there. The needs of families are different, and we need to respect this whether they own or rent their homes.

Thank you so much for your consideration of this important issue,

Therese Gilbert, 1715 14th Avenue, Greeley 80631

We live in the Glenmere neighborhood and are very opposed to changing the occupancy requirements to allow more unrelated people to live together in the same house in our neighborhood. It seems to me that it would greatly change our neighborhood, and would mostly benefit investors, who do not live here and are not a part of the fabric of the neighborhood. We have lived here for 12 years and love our neighborhood and do not want there to be more college housing and large groups of unrelated people living together. Glenmere and Cranford have a reputation for being safe, neighborly neighborhoods in central Greeley. It seems to me that changing the occupancy requirements could really change the feel of the neighborhood and send even more families west, if these neighborhoods no longer have their same charm and good reputation for being quiet, safe, and neighborly. It seems to me that it is in the best interest of the residents of these neighborhoods as well as in the best interest of the city to keep the best neighborhoods in central Greeley as desirable places to live. If these neighborhoods change, you will see more people moving west, and less support for the downtown/ 16th street businesses. Please do not change the occupancy requirements in our neighborhood. I just heard about this proposal yesterday, and I think many people in our neighborhood don't know about the proposed changes, and would not be in favor of them if they were aware of them.

Thanks so much
Sarah Walker
1913 15th ave

Fri, Apr 2,
1:35 PM

to developmentcodeupdate

April 2, 2021

Cale Jacobson, Planner II
City of Greeley, CO and
To Whom It May Concern:

I am wanting to give my input as to the rezoning of R-L Single-Family Housing in Greeley, as I was just made aware this is happening. I have lived in the Cranford area since October 1987 and have seen the changes in the area that have not been favorable for Greeley citizens living in our homes.

When I first moved into my home, I rented until 1992 when I was able to purchase it. I had loved the area as most people on my block owned and occupied their home. The neighbors knew each other, the lawns were maintained, people parked in their driveways and we helped each other when in need. As a single parent whose son went to UNC laboratory school and UNC, I have worked incredibly hard over many years to improve all of my property, from landscaping to many inside home improvements.

We had a survey in April of 1995 to identify the occupancy and use of our property. Over 220 properties in Cranford were inspected as well as rental properties (who were grandfathered in) to meet housing codes and safety codes. For many years, the Single Housing code was followed, and the area remained relatively a nice area to reside.

Over time, the zoning has become lax, and more and more renters have moved in with 7, 8 people living in one home. The traffic is worse, trash barrels left in front yards, the homes are not kept up and there are increasing parties with loud noise late into the night, which make it impossible to sleep.

When a new owner, who lives in Fort Collins, bought the house next door to rent, I reminded him of the Single Housing Occupancy zoning laws and he has kept to that law. However, many other owners that rent are no longer complying. Our once beautiful, quiet neighbor has become one which I do not want to continue to live very much longer. And now, if the zoning laws are again changed, homeowners who do not live in the area will have free range to have whoever move in to simply increase the money in their pockets, not the upkeep of the property or consideration of noise.

There are plenty of apartments, condos, etc. being built at a rapid rate and I am upset that this part of the city of Greeley is being neglected and being considered for further demise. I am asking that the zoning laws NOT be changed in my backyard and we can, at least, try to maintain some nice neighborhoods in one of the oldest parts of Greeley.

Thank you,
Paula Powell
1718 14th Avenue
Greeley, CO
970 352-8030

Dear City of Greeley Planning Commission:

I am Wayne Jeffers, M.D.. I have been married to my wife, Lynn, for 37 years. I am a native of northern Colorado and have lived and practiced family medicine in Greeley since July 1993, initially at Sunrise Community Health Center and now for 22 years as faculty at North Colorado Family Medicine (Banner Health) Residency Training Program. We have raised our family of three children in Greeley. They attended District 6 public schools. Two of the three reside in Greeley. My mother moved to Greeley in 2003 following the death of my father. Over the years, we have owned four homes in Greeley. Currently, we reside at 701 River View Drive.

We have owned various residential rental properties in Greeley since 1995. Currently, we own five four-plexes (20 units) at 3550 West 24th Street and a single family home on 19th Avenue in the Maplewood neighborhood. We take pride in ownership and do our best to keep our properties well maintained and in an orderly fashion. The house on 19th Avenue has a separate entrance to the basement and has a full kitchen in the basement. However, the house is zoned single family. It would be much better for us from an investment perspective to be able to rent it as two units (higher net income, less vacancy loss) but because of the current "you + 1" standard, we are unable to do this. Prior owners did rent it as two separate units and, to my knowledge, no complaints were filed from neighbors. In fact, when we purchased the property, the exterior and yard were in better condition than many of the neighbors' single family homes. Additionally, the four-plexes would have a broader base from which to rent if the current standard was more lenient.

All three of our children have needed to rent in Greeley as young adults. It was VERY difficult for them to find affordable, adequate housing and abide by the current "you + 1" standard. In fact, two did not abide by the standard. They did an excellent job of upkeep and even improved the properties which they rented.

I served for six years on the board of directors (the final five as chair) of the Global Refugee Center (then located in Greeley) (now the Immigrant and Refugee Center of Northern Colorado located in Evans). I witnessed first hand the difficulty legal immigrants and refugees had securing affordable, adequate housing. Many were not able to abide by the current "you + 1" standard in order to make ends meet. These newcomers to the Greeley community want to stay and thus the property they rent their home by taking care of the property.

Additionally, we have had international students live with us in our home at various points. This has been a very rich and rewarding experience for our family and for the students. In fact, one has practically become our fourth child. He is graduating from law school and will begin practicing law in Ft. Collins later this summer. Our neighbors enjoyed getting to know the students and never expressed any concerns about them living with us. Sometimes we have had two international students living with us at a time. Thus we, too, have personally (unwittingly) violated the "you + 1" standard.

Given these multiple personal experiences, I ask the Planning Commission to change the current "you + 1" to "you + 2".

Respectfully,
Wayne S. Jeffers, M.D.

To Whom it May Concern,

Hello, My name is Jacob Diebold and since July of 2020 I am a homeowner in Greeley. I've been hearing about whats going on with the potential change in housing occupancy standards so I wanted to send an email to voice my opinion on the matter.

My wife and I were finally able to afford a house this past year; and a couple reasons that we chose Greeley were because of how diverse and accepting this town is, and also because it has affordable housing options. We currently rent out our basement as a second unit, and because of that we were able to afford a mortgage while also being able to bless some college students with an affordable place to live. Luckily we live in a zone that allows us to do that, but if we had chosen a different part of town there would have been no way for us to afford a mortgage, and being able to be good landlords and bless the students we rent to is something thats really important to us. I would love for there to be an increase in the amount of unrelated people allowed to live in a house. Greeley has been a town for everybody to live in, a lot of minorities and low income families come to Greeley because they are not able to afford living in towns around us because of their strict housing laws that drive up housing costs. That is honestly one of the reasons my wife and I chose to live in Greeley rather than somewhere like Fort Collins. I think we all can learn and grow more by surrounding ourselves with people that are different than us, and I think thats something that Greeley does well. I would love to see us be even more inclusive; if we don't try and adapt to inclusivity, then there will be no place in northern Colorado that is affordable. I've lived in Fort Collins in the past and housing prices are just ridiculous there, partly because of their strict housing laws.

I know my wife and I, and many others are so grateful that Greeley is an affordable place to live. Without it, we wouldn't be able to start our family and own a house. We've loved living in Greeley and undertaking the adventure of fixing up our old house.

I would like the planning commision vote to increase the amount of unrelated adults allowed to live together. I think a 'you+two' law would be great as a minimum, but in order for there to be more options for college students to find affordable housing in Greeley I think it would great to adjust it for 1 person a bedroom. This way some students aren't stuck with having to potentially pay for a 4+ bedroom house when only two people can live there.

Thank you for taking the time to read my thoughts regarding the change in Housing Standards.

Jacob Diebold

Dear City Council,

Hi, my name is Rachael Talley-Diebold, my husband and I have owned our house in Greeley since last summer. I'd like to encourage the council to vote for an increase in housing numbers in Greeley. My husband and I live in a part of Greeley that has high housing numbers and it has been a game changer for us. We've been able to rent out our basement to some amazing folks that have needed affordable housing. It has allowed us to be able to own our house, fix up this old house because it needed a lot of work, and bless folks with space in our house that we don't need right now. If we had tried to live in some other parts of Greeley, we literally couldn't have afforded it. Housing prices in Colorado just keep going up and it keeps making it increasingly harder statistically for minorities and low income families to afford living here. One of the things my husband and I have loved about Greeley is how anyone can live here, set up roots, support the community, and create a great life for them and their families. I think a huge part of that is because we generally have lower housing costs. Increasing the amount of unrelated adults allowed to live in a house together in other areas of Greeley, I believe will help continue to keep housing costs down. I also think it will help this beautiful town continue to grow, thrive, and have a healthy booming economy. The more folks that can live here and not live month to month but actually save, be financially stable, and be able to afford things, the more our economy will grow in health and stability. I urge the council to increase the numbers. May Greeley continue to blossom into a town where all people can afford to live a beautiful, financially stable life, and enjoy the many wonderful things our town and people have to offer.

Thank you for taking the time to read this and hear my thoughts regarding housing standards in Greeley,

Rachael Talley-Diebold

May 12, 2021

Planning Department

I watched the Planning Commission meeting on May 11 and have followed the discussion about changing the household occupancy limits. I listened to one person after another say things like “they” can just move into an apartment or condo. It was disheartening to hear anyone who is not a homeowner referred to in this manner.

For nearly half of my 40-year marriage, we lived in an apartment or duplex because we could not afford a home. For ten years, we lived in a duplex that was in the same neighborhood as single-family houses. We mowed and watered the lawn. We planted flowers. We had a garden. We raised our children. We were neighborly to those who lived in duplexes on our street, in mobile homes on one side, and single-family homes on the other. People looked out for each other.

Many of us did not have the good fortune to purchase a home in our 20s. It frustrated me to hear many of the speakers paint young professionals and college students with one broad brush. Yes, there are bad actors who do not follow the rules and they make it hard for others around them. But deal with the bad actors without making it impossible for others to enjoy the “American dream” and live somewhere besides an apartment or condo.

Greeley prides itself on being a place to live, work and play. But when some folks want to decide who can live where, I must take issue.

Thank you.

Anne Bryant

Jeff Koonce
1500 Glenmere Rd
Greeley, CO 80631
5/10/2021

Planning Commission
1100 10th Street
Greeley, CO 80631

To Planning Commission:

I am strongly opposed to increasing the occupancy limits on residential low zoned properties beyond the existing R+1. Low density residential neighborhoods are one of the best aspects of Greeley. The atmosphere changes dramatically as you move into medium and high-density zoning in a city. The reason people want to live in these low-density neighborhoods is precisely because of the quiet low-density nature. Making this change attempts to solve a housing challenge by destroying the precious qualities in a neighborhood that people value in the first place. Greeley is not a high-density city and has room for expansion without changing the nature of its core residential properties.

Sincerely,



Jeff Koonce

May 14, 2021
Beth Sereff
2009 27th Avenue, Greeley, CO 80643

Dear Greeley Planning Commission,

I have grown up in Greeley all my life and truly cannot imagine anywhere else I would want to live...and I've been a lot of places! The people in our city are wonderful, our mindset as a county is positive and seeks to improve in all areas, and I always feel safe.

Part of feeling safe is having people around who know you and are aware of one another's comings and goings, whether that is as a family member, roommate, or neighbor. In my neighborhood, though we don't all know each other personally, everyone always waves, lends a hand (or snowblower), and keeps an eye on other properties for safety. In the short stretch of street I live on, knowing the names of at least 4 of the residents in homes is more than I have ever experienced living anywhere else. I know without a doubt if I needed that cup of sugar, there would be no hesitation from any of them.

The second part of feeling safe in Greeley is when there are others in my home. There is strength in numbers and the amount of times we in the home have come together in an emotional capacity or a physical capacity is invaluable in feeling connected, part of the tribe, and secure in failing because we know there is support.

When I moved back to Greeley, I no longer knew anyone here and finding an affordable place to live in my early 20's was difficult. I was able to reconnect with a childhood friend who needed another roommate, and re-establishing that friendship, along with many others afterwards through our living situation, has been truly a positive experience as several our friend group has gone through divorce, engagements, pregnancy, celebrations, graduations, heartbreak, laughter, and working from home in the time of COVID. I know many others who have been able to thrive, relationally, because of living with others outside of family.

To experience any number of those milestones without the presence of others would not nearly be as full and rich. When a family is living together, they get to experience the variety of life together. Friends should be able to share in that as well.

On that note, I strongly encourage the Planning Commission to reevaluate the current You + One ordinance and to increase to at least a You + 2 standard.

Living as a young adult in today's world is very different--- socially, economically, and physically--- than it was when these ordinances were first put into place. Cost of living is higher, available housing is fewer, and meeting others is more difficult. To have the opportunity to build our financial stability, our social circle, and our skill sets for how to maintain a home are only improved by living with more than one person. We work better together, not solo. Jobs are shared amongst those living here and we show our understanding of a roommates busy week by taking on small chores to help one another. We operate just like a family!

Like a family, we all need our personal space. While living in our current residence, we have only ever had one person per bedroom. Nobody was occupying the living room, sharing a room, or sleeping on a floor. All legal bedrooms. We have more space per person than what a family of 5 or 6 would have. But a family of any size can inhabit that same space, ordinance free, while several, legal adults like ourselves who are of secure employment, no history of neighborhood disturbance, and contributing members of society cannot have the same freedoms?

If parking is a concern for neighborhoods by increasing to a You + 2 ordinance, I ask what is the difference between the car of a roommate and the car of a teenager? There is no difference, as both take up the same amount of room on the street. On our street, there is ample parking for neighbors to have celebrations and everyone can still park in front of their own house, has never been an issue. We know our neighbors and are happy they have something to celebrate and people to do it with.

If yard upkeep is a concern for neighborhoods by increasing to a You + 2 ordinance, I ask what is the difference between a home owner who lets weeds grow or junk accrue and a renter who lets the same thing happen? The difference is that a renter typically has it in a lease to maintain the yard and are therefore held accountable. A family in a home has no one they are required to be accountable to in the appearance of their yard. If anything, neighbors should welcome multiple unrelated persons in a dwelling for the reality that issues can and are addressed more directly through a landlord situation.



We get to be proud of our house! Mowing the lawn, shoveling, pulling weeds, growing a garden, even opening the garage door to watch the rain come down like it did on this particular afternoon....these are tasks not done by tenants in an apartment complex and to have the chance to do them allows us to have pride in something larger than ourselves...actively contributing in keeping our neighborhood looking its best.

Thank you for your consideration of increasing the current ordinance to be You+2 in Residential Low Density homes.

The key word is home...the opportunity to establish a 'family' of friends away from our further away actual families. Not asking for us to be able to pack countless people into a small number of bedrooms, rather to allow us to make the most of the available housing and affordability of roommates in order to become financially stable young adults who hope to remain in the Northern Colorado area we have come to enjoy and contribute to.

Please allow renting members of this community to show you that You + 2 will not be detrimental to the state of current neighborhoods. Increased safety in numbers benefits all neighbors, cultivation of a geographic community benefits our minds and social health, while simultaneously keeping these You +2 properties well kept...think of it as good practice for when we are able to successfully purchase our own Greeley homes to take care of!

Most sincerely,

Beth Sereff

From: K Rossman
Sent: Monday, May 17, 2021 8:05 PM
To: CD Admin Team <CD_Admin_Team@Greeleygov.com>
Subject: [EXTERNAL] Household occupancy meeting 5/18

What percent of the housing crisis would be solved by this Proposal? Likely it would not even make a dent in the housing crisis in Greeley!

Looks like the people that support this are big investors. If they really care there are other options they could vest in.

It is important to not up end the wishes of many for the few that are only in it for the dollars that likely don't even reside in Greeley!

Is it worth opening up Pandora's box for such a small percentage?

Thank you!

From:

Sent: Tuesday, May 18, 2021 1:14 PM

To: CD Admin Team <CD_Admin_Team@Greeleygov.com>

Subject: [EXTERNAL] Hart comments on occupancy rule changes

To Greeley Planning Commission,

We are opposed to changing the occupancy standards.

We live in the Cranford neighborhood and one of the ongoing issues is investors purchasing homes, some that were owner occupied for many years, often decades, then turning them into rentals. Some may have legal basement apartments. Some do not but one gets added. There is no enforcement of current codes. Believe me, we have contacted the city with no result. We have experienced the gradual decline of our neighborhood and are tired of it.

Investors are motivated by profit. Buy a house and let the renters make the payments for a few years then sell and you can make some money – especially in this market. Once given the option to increase the number of people living in a house only makes investing more attractive. I think you will be surprised how creative one can get in what you call a bedroom. Now what good does this do to the neighborhood? More trash, more noise, more dead lawns.

The issue of affordability for home buyers is more complicated than I can comment on but I don't see that changing to code to allow more people to occupy the residence is the solution.

We choose to live where we do because the neighborhood appealed to us. Please protect our property rights and don't change the code.

Thank you,

Tom & Dana Hart

1914 13th Ave

Greeley

Council Agenda Summary

June 1, 2021

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

Mike Garrott, Planning Manager, 970-350-9784

Title:

Introduction and first reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, from PUD (Planned Unit Development - Promontory Preliminary PUD) to PUD (Planned Unit Development - Promontory Preliminary PUD, Areas M & N, 1st Amendment) zoning within Tract B, Promontory Imagine School, Second Filing only for approximately 40.91 acres of property, located north of Highway 34 Bypass, east of Promontory Parkway and south of future 20th Street.

Summary:

The applicants are requesting to rezone approximately 40.91 acres from PUD (Planned Unit Development) to PUD (Planned Unit Development), known as the Promontory Preliminary PUD, Areas M & N, 1st Amendment, and remove the commercial acreage cap within Tract B, Promontory Imagine School, Second Filing. As proposed, the applicants request to consolidate uses to allow all C-H (Commercial High Intensity and R-H (Residential High Density) uses, including school uses. The existing PUD allows for the following uses:

Area N : animal uses, veterinary clinics (no outdoor runs), art, dance, photo studios, galleries, auto uses, car wash, banks, savings and loan, financial institutions, ATM's, drive-up windows, bars, taverns, nightclubs, lounges, bowling alleys, brew pub, convenience stores with or without gas sales, dry cleaning (no cleaning on-site), gas stations, gas stations with repair, lube and tire shops, laundromats, personal service shops (beauty, barber, tanning and nail salons, shoe repair, similar, pet stores, printing, copying shops, mail centers, membership clubs, health clubs, marital areas studios, restaurants – cafes, and other eating establishment (including outdoor seating eating areas), drive up windows, Retail sales – under 3,000 square feet, 3,000 to 40,000 square feet, large retail (over 40,000 square feet).

Area M: Single family dwellings, multi-family dwellings, two family dwellings, townhouse dwellings, as well as the following uses, not to exceed 15% of the acreage contained within each Planning area: banks, savings and loan, financial institutions, ATM's, drive-up windows, medical and dental offices and clinics, hotel, motel, office, recreation uses – community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, swimming pools, etc.), membership clubs, health clubs, open space, parks (pocket), park (neighborhood), park (community / regional), restaurants, retail sales not to exceed 40,000 square feet, fire stations, schools, recreation uses.

The subject site is located north of Highway 34 Bypass, east of Promontory Parkway and south of future 20th Street.

The Planning Commission considered this request on May 11, 2021 and recommended approval by a vote of 7-0.

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.

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

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for June 15, 2021.

Attachments:

- Ordinance
- Vicinity Map
- Planning Commission Summary (Staff Report) (May 11, 2021)

CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2021
CASE NO. ZON2021-0002

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM PUD (PLANNED UNIT DEVELOPMENT - PROMONTORY PRELIMINARY PUD) TO PUD (PLANNED UNIT DEVELOPMENT - PROMONTORY PRELIMINARY PUD, AREAS M & N, 1ST AMENDMENT) ZONING WITHIN TRACT B, PROMONTORY IMAGINE SCHOOL, SECOND FILING ONLY FOR APPROXIMATELY 40.91 ACRES OF PROPERTY, LOCATED NORTH OF HIGHWAY 34 BYPASS, EAST OF PROMONTORY PARKWAY AND SOUTH OF FUTURE 20TH STREET

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

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as Planned Unit Development - Promontory Preliminary PUD, to Planned Unit Development - Promontory Preliminary PUD, Areas M & N, 1st Amendment), in the City of Greeley, County of Weld, State of Colorado as shown in the attached legal description marked as Exhibit A.

Section 2. The boundaries of the pertinent zoning districts as shown on the official zoning map are hereby changed so as to accomplish the above-described zoning changes, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

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

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS _____ DAY OF _____, 2021.

ATTEST

THE CITY OF GREELEY, COLORADO

City Clerk



Mayor

EXHIBIT A
ORDINANCE CHANGING THE OFFICIAL ZONING MAP
Legal Description

Tract B, Promontory Imagine School Second Filing, recorded September 18, 2019 as Reception No. 3415275 of the Weld County Clerk and Recorder, situate in the Southwest Quarter (SW1/4) of Section Twelve (12), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the 6th Principal Meridian, City of Greeley, County of Weld, State of Colorado

PUD20 Item No. 18. Tract B,
Promontory Imagine School Second Filing, 1st Replat



-  Tract B
-  Greeley Parcels



PLANNING COMMISSION SUMMARY

ITEM: Amendment to the Promontory Preliminary PUD

FILE NUMBER: ZON2021-0002

PROJECT: Promontory Preliminary PUD, Area M & N, 1st Amendment

LOCATION: North of Highway 34 Bypass, east of Promontory Parkway and south of future 20th Street.

APPLICANT: Randy Schwartz on behalf of Weldco Investors LLC

CASE PLANNER: Mike Garrott AICP, Planning Manager

PLANNING COMMISSION HEARING DATE: May 11, 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 24-625 (c)(3) and 24-663 (b)(1-2).

EXECUTIVE SUMMARY

The City of Greeley is considering a request by Randy Schwartz on behalf of Weldco Investors LLC for a Preliminary PUD amendment. The applicant is proposing to add all C-H (Commercial High Intensity) and R-H (Residential High Density) uses, including schools, and remove the commercial acreage cap within Tract B, Promontory Imagine School Second Filing only (see Attachment C). The property consists of approximately 40.92 acres. (*See Attachment A – Vicinity Map*)

A. REQUEST

The applicant is requesting approval of the PUD Amendment. (*See Attachment A – Vicinity Map and Attachment B – Project Narrative*).

B. STAFF RECOMMENDATION

Approval

C. LOCATION

Abutting Zoning:

North: PUD (Planned Unit Development)
 South: Highway 34 Bypass
 East: PUD (Planned Unit Development)
 West: PUD (Planned Unit Development)

Surrounding Land Uses:

North: Fire Station No. 6
 South: Highway 34 Bypass
 East: Vacant (Farm land)
 West: Undeveloped, Commercial

Site Characteristics:

The site is currently undeveloped with no natural, unique, or special topography, vegetation, wildlife or other factors, which could influence development options. Perimeter landscaping has been installed along Promontory Parkway, at the intersections of Promontory Parkway and 20th Street, and at the entrance of Highway 34 Bypass and Promontory Parkway. Twentieth Street was recently constructed north of the subject site, as part of Fire Station No. 6 construction. Detached sidewalks exist along Promontory Parkway, but do not currently exist along Hwy 34 Bypass. The property slopes from the northwest to the south and southeast. Drainage is conveyed to an existing detention pond and storm water line (southeast corner of US Hwy 34 Bypass and Promontory Parkway).

D. BACKGROUND

The property was annexed into the City in 1985 as part of the Golden Triangle Second Annexation (File No. 2:85) and zoned PUD, which consisted of an area of approximately 1,701 acres. The intent of the concept Golden Triangle PUD was to allow for mixed-use development, including open space, residential, commercial, industrial, and recreational uses. The conceptual PUD plan shows light industrial development, business office, park, and commercial uses on the southern portion of the PUD area that transitioned to various densities of residential and recreational/open space uses to the north.

In 1997, the City Council approved an amendment, which broke the Golden Triangle Concept PUD from one PUD into six PUDs (File No. PUD 11:97). The amendment was intended to streamline the PUD approval process. Under the 1976 Development Code, PUD actions required all land owners to sign off on development plans. As the largest PUD in the City at the time, 1,701 acres, this requirement was found to be cumbersome. The concept PUD was split into six smaller PUDs, with each assigned a set of allowed uses based on the concept PUD plan. The subject site is located in the Golden Triangle Concept PUD #1. In accordance with the Golden Triangle Concept PUD, PUD #1 allowed industrial uses only.

On December 1, 1998, the City Council approved an amendment to the Golden Triangle PUD, which rezoned the subject property from PUD (Golden Triangle) to PUD (Tri-Pointe), (File No.

PUD 8:98). The Tri-Pointe PUD encompassed an area of 668.72 acres. The conceptual plan as approved, allowed for a mixture of land uses, varying from residential, institutional, corporate headquarters, general commercial, and a requirement for the dedication of parks, schools, fire station location.

On March 16, 1999, the City Council approved a second amendment to the Tri-Pointe PUD (File No. PUD 3:99) which amended the PUD and formally changed the name of the PUD to Promontory. This amendment capped the amount of allowed retail to 84.54 acres, increased the residential acreage cap from 200 acres to 250 acres (a minimum of 900 dwelling units), increased the height allowance for office/business uses from 40 feet to 70 feet and 60 feet for industrial uses, and required the developer to dedicate a 10 acre park as well as a minimum of 1.5 acres for a fire station location (see Attachment D).

On December 21, 1999, the City Council approved modifications to the previous Council hearing on March 16, 1999. At this hearing, the Council approved the allowance for detached sidewalks, site and building design standards, lighting standards, and specified that parking in non-residential areas could exceed 125 percent of the required parking, added a requirement for bicycle parking, revised off-street parking regulations, required landscaping to comply with the City's Development code, and modified the requirement of signatures to submit PUD for approvals. Under the revision, each land owner would be able to sign a waiver letter, "forfeiting their rights, which would allow future PUD's be signed only by those pre-approving the PUD when they buy land. This proposal would be in lieu of application for final PUD approvals being submitted by the property owner, metro district, and 75 percent of all property owners owning 75 percent of the land within that tract or sub-tract". The final provisions added, allowed individual property owners within the individual tracks or areas to be the applicant and did not require the metropolitan district signature for land not owned by the district.

In 1999, the City of Greeley approved two metropolitan districts that serve the Promontory development, which are known as Tri-Pointe Commercial District and Tri-Pointe Residential District (MD 1:99).

On October 4, 2000, a Final Plat was approved for the Promontory Subdivision (PUD 10:99), which created ten super pad lots and numerous tracks (Reception No. 2798115). The subject site was platted as part of Lot 1, which consisted of 287.15 acres. In 2006, the site was replatted into Tract B, Promontory Imagine School, First Filing (Reception No. 3415275), which consisted 134.262 acres. Lot 1 was platted to accommodate a private charter school, which was proposed to be development within Promontory. However, the charter school has decided not to move forward with development.

In 2019, the property owner of Promontory Imagine School, First Filing dedicated 2.5 acres of land for the purpose of a fire station as part of another plat, known as Promontory Imagine School, Second Filing (PUD2019-0011). The approved plat also included, Tract A (94.231 acres), 20th Street right-of-way and the subject property, Tract B, which is 40.920 acres (see Attachment C)

Since the land dedication, the City has finished the construction a new fire station (Station No. 6), which is located directly north of the subject property. .

The subject property lies within two areas identified in the conceptual plan. The western 10 acres, is located directly north of Highway 34 Bypass, east of Promontory Parkway and, south of 20th Street (entirely within Tract N) The remaining portion of Tract B is located generally directly east of the western 10 acres, within a small area north of Tract N, along 20th Street (entirely within Tract M).

The permitted uses currently allowed within the Tri-Pointe PUD (aka Promontory PUD), Area N (Tract B, Promontory Imagine School Second Filing) include: animal uses, veterinary clinics (no outdoor runs), art, dance, photo studios, galleries, auto uses, car wash, banks, savings and loan, financial institutions, ATM's, drive-up windows, bars, taverns, nightclubs, lounges, bowling alleys, brew pub, convenience stores with or without gas sales, dry cleaning (no cleaning on-site), gas stations, gas stations with repair, lube and tire shops, laundromats, personal service shops (beauty, barber, tanning and nail salons, shoe repair, similar, pet stores, printing, copying shops, mail centers, membership clubs, health clubs, marital areas studios, restaurants – cafes, and other eating establishment (including outdoor seating eating areas), drive up windows, Retail sales – under 3,000 square feet, 3,000 to 40,000 square feet, large retail (over 40,000 square feet)

Area M (Tract B, Promontory Imagine School Second Filing) allows for the following uses: Single family dwellings, multi-family dwellings, two family dwellings, townhouse dwellings, as well as the following uses, not to exceed 15% of the acreage contained within each Planning area: banks, savings and loan, financial institutions, ATM's, drive-up windows, medical and dental offices and clinics, hotel, motel, office, recreation uses – community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, swimming pools, etc.), membership clubs, health clubs, open space, parks (pocket), park (neighborhood), park (community / regional), restaurants, retail sales not to exceed 40,000 square feet, *fire stations, schools, recreation uses – City Council approved on 9/17/2019. See Attachment D.*

The applicants are proposing to consolidate the uses within the entire property to allow all C-H and R-H uses, including school uses (see Attachment E). The applicant is intended to dedicate a portion of the Tract to the Windsor Severance School District for a school site, which would occur through the platting process.

E. APPROVAL CRITERIA

Development Code 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 24-625 (c)(3) of the Development Code 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: Since the zoning in 1998, two major headquarters have been constructed and over 300 single family lots have been development within the Promontory development. Recently, the City of Greeley constructed Fire Station Number 6, directly north of the subject rezoning. The subject property has remained undeveloped for over 22 years, without any land use approvals (except for replatting) or requests. The applicant has stated that the limitation of land use options has impacted the development options on the tract. As such, the applicant would like to provide more flexibility with the site, by allowing additional commercial and residential land uses and a potential Windsor-Severance school site. Offering additional uses within the subject parcel may help spur new development within the subject parcel, but also could be a catalyst for additional commercial/retail business near or within the Promontory area.

The proposal 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 subject site has been zoned Planned Unit Development (PUD) for over 22 years, without any development within the sites. The zoning designation does not appear to be obsolete, however, adding additional uses to the sites could make the properties more marketable.

The proposal complies with this criterion.

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

Staff Comment: There are no clerical or technical errors to correct.

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: The site does not contain any known detrimental environmental conditions.

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 rezone request is not necessary to provide land for community related uses.

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: It is not anticipated that the proposed zoning would create significant impacts on the property or adjacent land uses.

Any potential noise created by future development will be regulated by the Municipal Code. The appropriate buffering would be required to be provided, which lessens any potential visual impacts. City services should not be impacted, since the surrounding area is already served by municipal services such as water and sewer. Police and Fire are already serving this area since it is within the City of Greeley. Any new development would need to connect to the nearby City water and sewer facilities.

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?**

There are no zoning overlay requirements for the subject property. The following City of Greeley Imagine Greeley Comprehensive Plan policies apply to this request:

Education, Health, and Human Services:

- **EH-2.4 Land Use** – Promote land use decisions that support walkability and improve access to basic needs, such as neighborhood markets or grocery stores, parks and natural areas, as well as medical and personal services. Support access to goods and services that support health and wellness in all neighborhoods.
- **EH-4.2 School Siting** – Collaborate with the school districts in developing long-range school siting plans. Encourage new schools on sites that are:
 - Located near the population they are intended to serve;
 - Co-locate with or near existing facilities and amenities that provide opportunities for shared use and capital improvements, such as City parks;
 - Separated from potential land use hazards or nuisances;
 - Served by transportation options (e.g. roadways, transit, bike path and sidewalks) that provide safe access to and from school; and
 - Sites so as to minimize impacts on the surrounding neighborhood or area and existing transportation network.

Growth & City Form:

- **GC-2.5 Neighborhood Centers** – Promote neighborhood centers—small scale retail areas providing basic commercial goods and services—to locate within a walkable distance of residences, usually a quarter mile or less.

Staff Comment: The Imagine Greeley Comprehensive Plan supports compact, pedestrian scaled commercial development that is close to residential neighborhoods. The subject site is located within such a development, and therefore has the potential to contribute to wider option of goods and services available within a walking or biking distance of many residents. The request for additional uses would provide additional options for commercial and residential development to complement the existing development.

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: There is no approved Zoning Suitability Plan for this property. The provided Zoning Suitability Map shows that the property can be development in accordance with the Development Code.

The proposal complies with this criterion.

Standards for PUD establishment: In reaching recommendations and decisions as to rezoning land to the PUD district, the Planning Commission and the City Council shall apply the following standards in addition to the standards and procedures of Section 24-625 applicable to the rezoning of land:

1. Area Requirements

The area of a proposed PUD shall be of substantial size to permit its design and development as a cohesive unit fulfilling the stated purpose of these regulations and to establish the PUD as a meaningful part of the larger community.

Staff Comment: The site contains 40.92 acres; Section 24-663 (b)(1) of the Greeley Development Code limits consideration for PUD establishment to a minimum of two (2) acres in size.

The proposal complies with this criterion.

2. Is the proposed Preliminary/Concept PUD Consistent with the Land Use Chapter of the Comprehensive Plan

A PUD proposal shall be found to be consistent with all applicable elements of the Land Use Chapter of the City's adopted Comprehensive Plan with respect to its proposed internal design and use, its relationship to adjacent areas, and the City as a whole before it may be zoned as a PUD.

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

Education, Health, and Human Services:

- ***EH-2.4 Land Use*** – *Promote land use decisions that support walkability and improve access to basic needs, such as neighborhood markets or grocery stores, parks and natural areas, as well as medical and personal services. Support access to goods and services that support health and wellness in all neighborhoods.*

Growth & City Form:

- ***GC-2.5 Neighborhood Centers*** – *Promote neighborhood centers—small scale retail areas providing basic commercial goods and services—to locate within a walkable distance of residences, usually a quarter mile or less.*

Staff Comment: The Imagine Greeley Comprehensive Plan strongly supports compact, pedestrian scaled commercial development that is close to residential neighborhoods. The subject site is located within such a development, and therefore has the potential to contribute to wider option of goods and services available within a walking or biking distance of many residents.

The proposal complies with this criterion.

PHYSICAL SITE CHARACTERISTICS

1. SUBDIVISION HISTORY

The subject site is part of the Promontory Imagine School Second Filing Subdivision (Tract B), which was platted on September 18, 2019 (Rec No. 4524406).

2. HAZARDS

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

3. WILDLIFE

The site is not located in an area of ecological significance.

4. FLOODPLAIN

The property is not located within any flood zones.

5. DRAINAGE AND EROSION

There are no concerns with drainage and/or erosion on the subject site.

6. TRANSPORTATION

Access to the subject site can be obtain from future 20th Street, adding C-H, R-H and school uses should not negatively impact the area. The City will review any proposed uses, as it relates to transportation at the time of site development.

F. SERVICES

1. WATER

Water services are available in the area and can adequately serve the subject site.

2. SANITARY SEWER

Sanitation services are available in close proximity to all of the parcels within the subject site and can adequately serve the area.

3. EMERGENCY SERVICES

The subject site is within the City of Greeley's Fire Protection area, the closest fire station is Station #6, which is located directly north of the subject site.

4. PARK/OPEN SPACES

No parks or regional open space areas are proposed with this rezone. Any future residential development projects will be required to evaluate the need to provide a park or regional open space.

5. SCHOOLS

No schools are currently located within the subject area. As mentioned previously, the applicant intends to dedicate a site within this proposal for a school site. At this time, there are no current plans to construct a school. The properties are within the Windsor-Severance

School District. The schools that currently serves the area are: Skyview Elementary, Severance Middle School and Severance High School.

6. METROPOLITAN DISTRICT

The Tri-Pointe Commercial Metropolitan District serves Tract B. As mentioned previously in this report, a potential school site is proposed, which as a non-profit user, property taxes would not be paid, which could have a financial impact on the Metropolitan District. At this time, the remaining properties would be accessed the normal metropolitan district tax rate, which is currently 48.79 mills.

G. NEIGHBORHOOD IMPACTS

1. VISUAL

There are no proposed site changes corresponding to the PUD amendment at this time.

2. NOISE

There are no proposed site changes corresponding to the PUD amendment at this time.

H. PUBLIC NOTICE AND COMMENT

Neighborhood notices were mailed to surrounding property owners on April 28, 2021, per Development Code requirements. Additionally, three public notice signs were posted on the subject site on April 30, 2021. Notice was published in the Greeley Tribune on May 5, 2021.

I. MINERAL ESTATE OWNER NOTIFICATION

Mineral notice is not required for a rezone request.



J. PLANNING COMMISSION RECOMMENDED MOTION

Based on the application received and the Project Summary and accompanying analysis, the Planning Commission find that the proposed amendment to the Promontory Preliminary PUD, Areas M & N, within Tract B, Promontory Imagine School Second Filing meets the applicable Development Code criteria, Sections 24-625 (c)(3) a. b. f. g. and h. and Section 24-663 (b) 1 and 2; and therefore, recommends approval of the rezone to the City Council.

K. ATTACHMENTS

- Attachment A – Vicinity Map
- Attachment B – Project Narrative
- Attachment C – Promontory Imagine School, Second Filing Plat
- Attachment D – Tri-Point Conceptual PUD Zoning Map
- Attachment E – Supplemental Use Tables – Areas M & N only



-  Subject Parcel
-  Greeley Parcels



Promontory PUD, Areas M and N, 1st Amendment

Project Narrative

This application is to request an amendment to the allowed uses in Areas M and N of the Tri-Pointe Mixed Use Development Conceptual Master Plan, legally described: Tract B, Promontory Imagine School Second Filing, City of Greeley, County of Weld, State of Colorado ("Tract B").

The master plan currently allows mostly residential uses within Area M and mostly commercial uses within Area N. The applicant is requesting to add Schools, all permitted uses for zoning district R-H (Residential High Density) and C-H (Commercial High Density) within Tract B only. All existing land uses shown on the Master Plan will remain listed on Areas M and N.

The Tri-Pointe Mixed Use Development Conceptual Master Plan established the initial concept for the Promontory PUD Development. In fulfillment of the continued demand and growth throughout the Promontory Development the ultimate goal is to evolve the area with a variety of mixed-use services for the current residence and future residence. This development will also help provide service along the Highway 34 corridor. Schools will also help serve the community and any surrounding community's educational obligations.

Please do not hesitate to contact me at robbie@northernengineering.com if you have any questions or require additional information.

Sincerely,

NORTHERN ENGINEERING SERVICES, INC.



Robbie Lauer
Project Manager

PROMONTORY IMAGINE SCHOOL SECOND FILING Attachment C

A Replat of Tract A, Tract B and Outlot A, Promontory Imagine School First Filing,
 Situate in the East Half of Section 11 and West Half of Section 12, Township 5 North, Range 67 West of the 6th P.M.,
 City of Greeley, County of Weld, State of Colorado

DEDICATION

TAGG Inc, being the sole owner(s) in fee of:

Tract A, Tract B and Outlot A, Promontory Imagine School First Filing recorded August 29, 2006 in Reception No. 3415275 of the Records of Weld County, located in the East Half (E1/2) of Section Down (11) and in the West Half (W1/2) of Section Twelve (12), Township Five North (15N), Range Sixty-seven West (67W) of the Sixth Principal Meridian (6th P.M.), City of Greeley, County of Weld, State of Colorado.

Said recorded parcel of land contains 144.670 Acres, more or less (A).

Shown on the attached map as embraced within the heavy exterior lines thereon, has subdivided the same into lots and blocks as shown on the attached map; and does hereby set aside said portion of tract of land and designate the same PROMONTORY IMAGINE SCHOOL SECOND FILING to the City of Greeley, Weld County, Colorado; and does dedicate to the public, the streets and all easements over and across said said locations shown on said map; and does further certify that the width of said streets, the dimensions of the lots and blocks and the names and numbers thereof are correctly designated upon said map.

Signature of Owner Paul Melrose

Witness my hand and seal this 18th day of September, A.D. 2019

NOTARIAL CERTIFICATE

STATE OF Colorado
 COUNTY OF Denver

The foregoing instrument was acknowledged before me this 18th day of September, 2019

by Richard McIntosh - President

Witness my hand and official seal.

My commission expires 2/18/21

Quinn Guernsey
 Notary Public

(SEAL) QUINN GUERNSEY
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20194088336
 MY COMMISSION EXPIRES FEBRUARY 18, 2021

CERTIFICATE OF APPROVAL OF THE CITY ENGINEER TO DEVELOPMENT REVIEW AND CIVIL INSPECTIONS MANAGER

Approved this 18th day of September, 2019, by the City Engineer to Development Review and Civil Inspections Manager of the City of Greeley, Colorado.

Paul Melrose
 City Engineer to Development Review and Civil Inspections Manager

CERTIFICATE OF APPROVAL BY THE COMMUNITY DEVELOPMENT DIRECTOR

Approved this 18th day of September, 2019, by the Community Development Director of the City of Greeley, Colorado.

Mark Jones
 Community Development Director

SURVEYOR'S CERTIFICATE

This I, Paul B. Groves, do hereby certify that I prepared this plat from an actual and accurate survey of this land, including all existing right-of-way easements, and that the corner monuments shown thereon were properly placed under my supervision, in accordance with the regulations of the State of Colorado.



Paul B. Groves - On Behalf of King Surveyors
 Colorado Licensed Professional
 Land Surveyor #33028

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of Tract B, Promontory Imagine School First Filing, as bearing South 88°43'38" West, as monumented as shown on this plat, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 1711.56 feet with all other bearings contained herein relative thereto.

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

NOTICE

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 from the date of the certification shown herein. (13-90-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number FCC25167843, dated August 13, 2019 as prepared by Land Title Surety Company to delineate the attached information.

FLOOD PLAIN NOTE

The subject property is in flood zone "X", "areas determined to be outside the 0.2% annual chance of flooding" per FEMA Flood map 0812C1511E and 0812C1512E both revised January 20, 2016.

ZONING NOTE

The entire property is in Zone PUD, Planned Unit Development.

GENERAL NOTES

- All person who knowingly remove, alters or defaces any public land survey monument(s) or land boundary monument(s), or accessory commits a class two (2) misdemeanor pursuant to State Statute 18-6-508 C.R.S.
- For all replats where lot lines or street locations change, all existing water and sewer stub-outs, fire hydrants, etc. shall be relocated to their appropriate location. Water main and sanitary sewer collection designs in this replatted area must conform to current City of Greeley design criteria.
- A Development Agreement (Reception No. 2866810 and 3285351) has been filed in conjunction with Promontory Imagine School First Filing plat. That agreement should be viewed for additional stipulations or requirements that may encumber the property.
- A full access point will be shown on 20th Street West of Lot 1 in the future, see Sheet 2 of 2.



VICINITY MAP
 SCALE: 1"=200'

OWNER: TAGG, INC.
 4221 BRIGHTON BLVD
 DENVER, CO 80231

APPLICANT: CITY OF GREELEY
 1000 10TH STREET
 GREELEY, CO 80631

ENGINEER: SHORT ELLIOTT HENRIKSSON, INC. (SEH)
 2000 SOUTH COLORADO BLVD.
 TOWER ONE, SUITE 8000
 DENVER, CO 80222

SURVEYOR: KING SURVEYORS
 820 SANDEN DRIVE
 WINDSOR, CO 80550
 PHONE: (970) 686-5011

LAND USE TABLE

LOT 1	2.507 ACRES	2%
TRACT A	94.231 ACRES	65%
TRACT B	40.920 ACRES	28%
RIGHT OF WAY	7.012 ACRES	5%
TOTAL	144.670 ACRES	100%

PARCEL	DESCRIPTION	DEDICATION	AREA	PERCENT	INTENDED OWNERSHIP/MAINTENANCE BY
LOT 1	FIRE STATION #6		2.507 ACRES	2%	CITY OF GREELEY
TRACT A	FUTURE DEVELOPMENT		94.231 ACRES	65%	PROPERTY OWNER
TRACT B	FUTURE DEVELOPMENT		40.920 ACRES	28%	PROPERTY OWNER
RIGHT OF WAY	PUBLIC USE		7.012 ACRES	5%	CITY OF GREELEY
TOTAL			144.670 ACRES	100%	

PROMONTORY PUD, AREAS M AND N, 1ST AMENDMENT

TRI-POINTE Mixed Use Development Conceptual Master Plan

Amendment to the Tri-Pointe Planned Unit Development
Submitted for Westfield Development Company

Zoning Notes

The Project shall be viewed as a single unit.
A waiver for the entire site shall be granted to allow development outside the Mid-Range Expected Service Area expressly contingent upon the issuance of a permit to a major employer for the construction of a minimum facility of 150,000 square feet intended to house at least 300 employees at the site, 500 at full build-out.
No residential or commercial construction shall be allowed until issuance of a building permit for the minimum size 150,000 square foot facility by a major employer.
No fewer than 900 residential units shall be constructed at ultimate build-out.
Any land dedication does not include any water rights.
Should the fire district not require the prescribed land at time of dedication, requirement to dedicate will be waived.

Height Limits: (a) Office uses: 70' excluding enclosed mechanical penthouses or screened rooftop appendages.

(b) Retail/Commercial Uses: 40' excluding screened rooftop appendages.
All final PUD approvals shall be granted by City Council unless Council approves a set of design guidelines applicable to the various planning areas or uses. In that event, Planning Commission may approve all PUD's governed by those approved guidelines.

This PUD is valid for a period of three years from the date of its approval. If a major employer does not meet the minimum requirements set forth in this PUD within the three year time frame, the entire PUD must return to City Council for review.

Planned Unit Development Criteria

The Tri-Pointe PUD Amendment of 10/16/98 is an amendment to the land uses and development criteria of the existing Tri-Pointe PUD.
Open space requirements are being met within Areas E and F and within the eventual parcel by parcel site plans.

Mixed Use

Land Uses as identified on this PUD may be combined to the extent identified within the land use mix language of this PUD to encourage a creative mixture of housing, work and shopping opportunities. Quantities and types of specific land uses will be determined at Site Plan of the individual parcels.

Uses not permitted at Tri-Pointe:
airports, heliports, auto dismantling, junk and salvage yards, bulk storage of flammable liquids and gases for resale, concrete, asphalt batch plants (unless temporary for construction purposes only), farm equipment, implement, diesel and gas sales and repair, food processing, foundries, grain and feed elevators and supply, recycling centers, large collection and processing facilities, refuse transfer stations, rendering plants, slaughterhouses, meat processing, packaging, utility, commercial towers and cabinets over building height permitted by zone, transportation facilities, low impact, high impact, trucking and freight terminals, truck, trailer and large equipment rental, adult entertainment, kennels, auto dealer sales lots, bingo halls and parlors, livestock auction houses, builders, contractor supply offices and yards (except in the case of a Home Depot or Builder's Square type retail facility), flea markets, manufacturers, mobile homes, sales lots, pawn shops, RV and travel trailer parks, stables, theme or amusement parks, zoos, warehousing uses with outdoor storage, mobile home parks, cemeteries, correctional facilities, emergency shelters, and missions

Land Use Mix

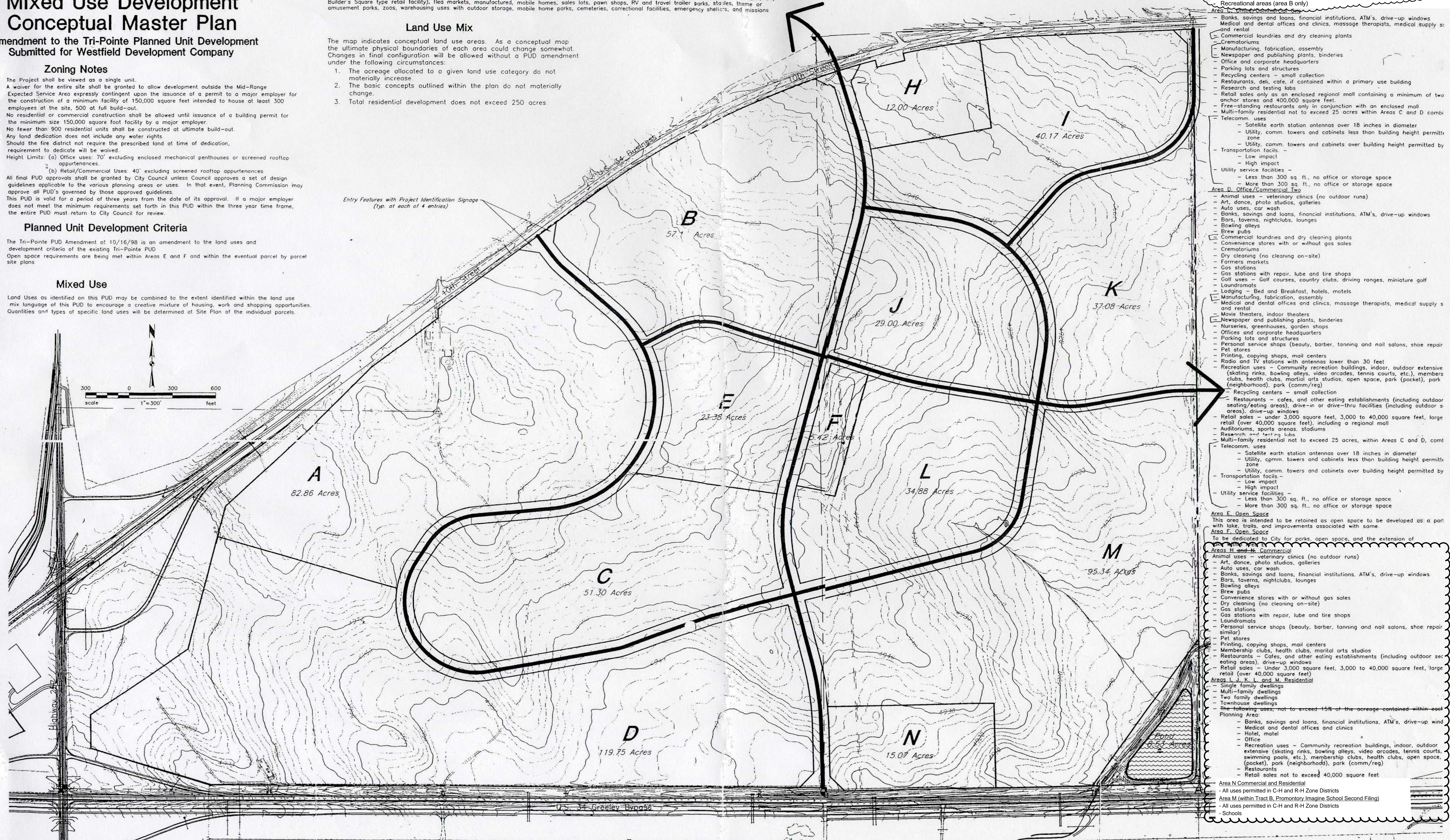
The map indicates conceptual land use areas. As a conceptual map the ultimate physical boundaries of each area could change somewhat. Changes in final configuration will be allowed without a PUD amendment under the following circumstances:

1. The acreage allocated to a given land use category do not materially increase.
2. The basic concepts outlined within the plan do not materially change.
3. Total residential development does not exceed 250 acres.

Entry Features with Project Identification Signage
(Typ. at each of 4 entries)

Allowable Land Use by Area

- Area A and B, Office**
- Banks, savings and loans, financial institutions, ATM's, drive-up windows and rental
 - Medical and dental offices and clinics, massage therapists, medical supply stores and rental
 - Office and corporate headquarters
 - Parking lots and structures
 - Restaurants, deli, cafe, if contained within a primary use building
 - Churches and Schools (Area B only)
- Area C, Office/Commercial/Residential**
- Banks, savings and loans, financial institutions, ATM's, drive-up windows and rental
 - Medical and dental offices and clinics, massage therapists, medical supply stores and rental
 - Commercial laundries and dry cleaning plants
 - Crematoriums
 - Manufacturing, fabrication, assembly
 - Newspaper and publishing plants, binderies
 - Office and corporate headquarters
 - Parking lots and structures
 - Recycling centers - small collection
 - Restaurants, deli, cafe, if contained within a primary use building
 - Research and testing labs
 - Retail sales only as an enclosed regional mall containing a minimum of two anchor stores - 400,000 square feet
 - Free-standing restaurants only in conjunction with an enclosed mall
 - Multi-family residential not to exceed 25 acres within Areas C and D combined
- Area D, Office/Commercial/Residential**
- Banks, savings and loans, financial institutions, ATM's, drive-up windows and rental
 - Medical and dental offices and clinics, massage therapists, medical supply stores and rental
 - Commercial laundries and dry cleaning plants
 - Crematoriums
 - Dry cleaning (no cleaning on-site)
 - Farmers markets
 - Gas stations
 - Gas stations with repair, lube and tire shops
 - Golf uses - Golf courses, country clubs, driving ranges, miniature golf
 - Laundromats
 - Lodging - Bed and Breakfast, hotels, motels
 - Manufacturing, fabrication, assembly
 - Medical and dental offices and clinics, massage therapists, medical supply stores and rental
 - Movie theaters, indoor theaters
 - Newspaper and publishing plants, binderies
 - Nurseries, greenhouses, garden shops
 - Offices and corporate headquarters
 - Parking lots and structures
 - Personal service shops (beauty, barber, tanning and nail salons, shoe repair, similar)
 - Pet stores
 - Printing, copying shops, mail centers
 - Radio and TV stations with antennas lower than 30 feet
 - Recreation uses - Community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, etc.), members clubs, health clubs, martial arts studios, open space, park (pocket), park (neighborhood), park (comm/reg)
 - Recycling centers - small collection
 - Restaurants - cafes, and other eating establishments (including outdoor seating/eating areas), drive-in or drive-thru facilities (including outdoor seating areas), drive-up windows
 - Retail sales - under 3,000 square feet, 3,000 to 40,000 square feet, large retail (over 40,000 square feet), including a regional mall
 - Auditoriums, sports arenas, stadiums
 - Research and testing labs
 - Multi-family residential not to exceed 25 acres, within Areas C and D, combined
 - Telecomm. uses
 - Satellite earth station antennas over 18 inches in diameter
 - Utility, comm. towers and cabinets less than building height permitted zone
 - Utility, comm. towers and cabinets over building height permitted by zone
- Area E, Open Space**
- This area is intended to be retained as open space to be developed as a park with lake, trails, and improvements associated with same.
- Area F, Open Space**
- To be dedicated to City for parks, open space, and the extension of the existing park.
- Area H and N, Commercial**
- Animal uses - veterinary clinics (no outdoor runs)
 - Art, dance, photo studios, galleries
 - Auto uses, car wash
 - Banks, savings and loans, financial institutions, ATM's, drive-up windows
 - Bars, taverns, nightclubs, lounges
 - Bowling alleys
 - Brew pubs
 - Convenience stores with or without gas sales
 - Dry cleaning (no cleaning on-site)
 - Gas stations
 - Gas stations with repair, lube and tire shops
 - Laundromats
 - Personal service shops (beauty, barber, tanning and nail salons, shoe repair, similar)
 - Pet stores
 - Printing, copying shops, mail centers
 - Membership clubs, health clubs, martial arts studios
 - Restaurants - Cafes, and other eating establishments (including outdoor seating areas), drive-up windows
 - Retail sales - Under 3,000 square feet, 3,000 to 40,000 square feet, large retail (over 40,000 square feet)
- Area I, J, K, L, and M, Residential**
- Single family dwellings
 - Multi-family dwellings
 - Two family dwellings
 - Townhouse dwellings
 - The following uses, not to exceed 15% of the acreage contained within each Planning Area:
 - Banks, savings and loans, financial institutions, ATM's, drive-up windows
 - Medical and dental offices and clinics
 - Hotel, motel
 - Office
 - Recreation uses - Community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, swimming pools, etc.), membership clubs, health clubs, open space, (pocket), park (neighborhood), park (comm/reg)
 - Restaurants
 - Retail sales not to exceed 40,000 square feet
- Area N Commercial and Residential**
- All uses permitted in C-H and R-H Zone Districts
 - Area M (within Tract B, Promontory Imagine School Second Filing)
 - All uses permitted in C-H and R-H Zone Districts
 - Schools



Planning Concepts:

1. Provide a mixed use activity center with a unique identity.
2. Maintain the ability to adjust land uses.

Notes: A minimum 10 acre school site and 1.5 acre Fire Station site will be dedicated to the City out of the residential area. The exact location and

Promontory Preliminary PUD, Areas M & N, 1st Amendment

Supplemental Use Tables

Areas H and N. Commercial – Proposed - Remove N from this list

- Animal uses – veterinary clinics (no outdoor runs)
- Art, dance, photo studios, galleries
- Auto uses, car wash
- Banks, savings and loan, financial institutions, ATM's, drive-up windows
- Bars, taverns, nightclubs, lounges
- Bowling alleys
- Brew pub
- Convenience stores with or without gas sales
- Dry cleaning (no cleaning on-site)
- Gas stations
- Gas stations with repair, lube and tire shops
- laundromats
- Personal service shops (beauty, barber, tanning and nail salons, shoe repair, similar
- Pet stores
- Printing, copying shops, mail centers
- Membership clubs, health clubs, marital areas studios
- Restaurants – Cafes, and other eating establishment (including outdoor seating eating areas). Drive up windows
- Retail sales – under 3,000 square feet, 3,000 to 40,000 square feet, large retail (over 40,000 square feet)

Areas I, J, K, L and M. Residential – Proposed - remove- Area M for Tract B, Promontory Imagine School Second Filing Only

- Single family dwellings
- Multi-family dwellings
- Two family dwellings
- Townhouse dwellings
- The following uses, not to exceed 15% of the acreage contained within each Planning area:
 - Banks, savings and loan, financial institutions, ATM's, drive-up windows
 - Medical and dental offices and clinics
 - Hotel, motel
 - Office
 - Recreation uses – Community recreation buildings, indoor, outdoor extensive (skating rinks, bowling alleys, video arcades, tennis courts, swimming pools,

- etc.), membership clubs, health clubs, open space, parks (pocket), park (neighborhood), park (community / regional)
- Restaurants
- Retail sales not to exceed 40,000 square feet

Proposed – Area M – Commercial and Residential

- All permitted uses in the C-H (Commercial High Intensity) zone district, and as amended**
- All permitted uses in the R-H (Residential High Density) zone district, and as amended**
- Schools**

Proposed – Area N Commercial and Residential

- All permitted uses in the C-H (Commercial High Intensity) zone district, and as amended**
- All permitted uses in the R-H (Residential High Density) zone district, and as amended**

Council Agenda Summary

June 1, 2021

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

Title:

Appointment of applicants to the Citizen Transportation Advisory Board, Human Relations Commission, and Youth Commission

Summary:

Council appointment is needed to the above-mentioned boards and commissions due to vacancies and term expirations. Staff continues to actively recruit to fill all vacant positions.

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:

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Other Issues and Considerations:

Not applicable.

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

Council's Recommended Action:

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

Attachments:

Ballot

May 2021 Boards and Commissions Transmittal Summary

City of Greeley
Boards & Commissions
Appointment Ballot
June 1, 2021



Applicants for the boards and/or commissions listed below are in alphabetical order and recommendations from the interview team are shown in bold.

***** BALLOT *****

Citizen Transportation Advisory Board	
<i>3 Positions</i>	
<input type="checkbox"/>	Lori Chevront
<input type="checkbox"/>	THOMAS DONKLE
<input type="checkbox"/>	William Gillard
<input type="checkbox"/>	(RECRUIT FOR ADDITIONAL APPLICANTS)

Youth Commission	
<i>8 Positions</i>	
<input type="checkbox"/>	DAVID ANDERSEN
<input type="checkbox"/>	AMELIA BENAVIDEZ (I)
<input type="checkbox"/>	BROOKELYN HERNANDEZ
<input type="checkbox"/>	CLAIRE WILLARD
<input type="checkbox"/>	(RECRUIT FOR ADDITIONAL APPLICANTS)

Human Relations Commission	
<i>2 Positions</i>	
<input type="checkbox"/>	JULIE LEWIS
<input type="checkbox"/>	(RECRUIT FOR ADDITIONAL APPLICANTS)

Incumbent = (I)

Boards & Commissions Transmittal

May 7, 2021

Key Staff Contact: Jerry Harvey, Assistant City Clerk, 350-9746

Interview Date

May 12 & 13, 2021

Council Interview Team

Council Members Hall and Zasada

Council Appointment Date

June 1, 2021

Boards and Commissions Being Interviewed

- Citizen Transportation Advisory Board
- Human Relations Commission
- Youth Commission

Council's Recruitment and Qualifications Policy

General recruitment efforts shall be made with special measures being taken to balance ward representation and attract minority and special population applicants. Generally, volunteers will be limited to serving on one board or commission at a time. (14.2. (c)(2) City Council, Policies and Protocol)

Demographic information of existing board members and any specialty requirements are contained within the attached Membership Rosters.

Legal Issues

The City Attorney's Office reviewed the applications and the attached memorandum addresses any potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Applicable Council Goal or Objective

Infrastructure & Growth – Establish the capital & human infrastructure to support & maintain a safe, competitive, appealing, and dynamic community.

Decision Options

1. Recommend candidates for appointment; or
2. Direct staff to re-advertise applicable vacancy.

Attachments

1. Interview Schedule
2. Conflict Memorandum from City Attorney's Office
3. Sample Ballot
4. Membership Rosters & Input from above mentioned Boards and Commissions
5. Applications of those being considered for interview and/or considered for appointment

Transmittal reviewed by:

^{DS}
 Paul Fetherston, Deputy City Manager

^{DS}
 Anissa Hollingshead, City Clerk

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

June 7, 2021 - June 13, 2021

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

Monday, June 7

Tuesday, June 8

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

Wednesday, June 9

Thursday, June 10

7:30am - Poudre River Trail (Hall)

Friday, June 11

Saturday, June 12

Sunday, June 13

June 14, 2021 - June 20, 2021

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

Monday, June 14

Tuesday, June 15

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

Wednesday, June 16

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

Thursday, June 17

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

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

Friday, June 18

Saturday, June 19

6:00pm - 8:00pm Weld Distinguished Citizen of the Year Honoring Dr. Deirdre Pilch (Hilton DoubleTree at Lincoln Park, 919 7th Street) - Council Master Calendar

Sunday, June 20

June 21, 2021 - June 27, 2021

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

Monday, June 21

Tuesday, June 22

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

Wednesday, June 23

Thursday, June 24

7:30am - Poudre River Trail (Hall)

Friday, June 25

Saturday, June 26

Sunday, June 27

June 28, 2021 - July 4, 2021

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

Monday, June 28

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

Tuesday, June 29

Wednesday, June 30

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

Thursday, July 1

- 3:30pm - IG Adv. Board (Butler)
- 6:00pm - MPO (Gates/Payton)

Friday, July 2

Saturday, July 3

Sunday, July 4

City Council Meeting Scheduling

Current as of 05/28/2021

This schedule is subject to change

Date	Description	Sponsor	Placement/Time
June 1, 2021 Council Meeting	Age Friendly Network Certificate Presentation	Anissa Hollingshead	Recognitions
	Pride Month Proclamation	Anissa Hollingshead	Recognitions
	Change Order - Design/Engineering Contract with Brown & Caldwell for Terry Ranch Pipeline	Sean Chambers	Consent
	Resolution - IGA with the City of Evans for the Two Rivers Parkway Road Improvements	Raymond Lee	Consent
	Resolution - IGA with CDOT for the O Street & 59th Avenue Intersection Improvements	Raymond Lee	Consent
	Ordinance - Intro - Second Additional Appropriation	John Karner	Consent
	Ordinance - Intro - Non-Exclusive Franchise Agreement to Allo	Raymond Lee	Consent
	Ordinance - Intro - Promontory Preliminary PUD, Areas M & N, 1st Amendment	Brad Mueller	Consent
	Ordinance - Intro - Household Occupancy Standards Code Update	Brad Mueller	Consent
	Ordinance - Intro - Development Code Updates Chapters 1 & 2 - General Provision	Brad Mueller	Consent
	Boards & Commissions Appointments	Anissa Hollingshead	Regular
June 8, 2021 Worksession Meeting	We Are One strategic work plan item and the results of a community survey conducted	Kelli Johnson	0.25
	Enhanced Sales Tax Incentive Program Overview	Ben Snow	0.25
	Broadband Incentive Proposal	Ben Snow	0.25
	Update on Quiet Zones	Raymond Lee	0.25
	Water & Sewer Board Interviews	Anissa Hollingshead	0.50
June 15, 2021 Council Meeting	Resolution - Second Amendment to IGA for Treated Water Service - Windsor	Sean Chambers	Consent
	Resolution - Suffolk Subdivision 4th Filing, 1st Amendment	Brad Mueller	Regular
	Ordinance - Intro - Preliminary PUD, Areas F, L & M, 2nd Amendment	Brad Mueller	Consent
	Ordinance - Intro - Amendments to portions of the GMC Title 22, Chapter 11, adoption of the 2020 Edition of the National Electrical Code	Brad Mueller	Consent
	Ordinance - Intro - Dispossession of the Hasbrouck and Vara Farms	Sean Chambers	Consent
	Ordinance - Final - Second Additional Appropriation	John Karner	Regular
	Ordinance - Final - Non-Exclusive Franchise Agreement to Allo	Raymond Lee	Regular
	Ordinance - Final - Amendments to the GMC regarding Industrial Pre-Treatment	Sean Chambers	Regular
	Ordinance - Final - Promontory Preliminary PUD, Areas M & N, 1st Amendment	Brad Mueller	Regular
	Ordinance - Final - Household Occupancy Standards Code Update	Brad Mueller	Regular
	Public Hearing Development Code Updates Chapters 1 & 2 - General Provision	Brad Mueller	Regular
Boards & Commissions Appointments	Anissa Hollingshead	Regular	
June 22, 2021 Worksession Meeting	Strategic Housing Plan Update	Ben Snow	0.50
	COVID-19 Update		