



Remote Meeting Instructions for the September 1, 2020, 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/quasi-judicial are valuable and welcome!

Anyone interested in participating and sharing public comments have 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? – Click [here](#)

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 September 1, 2020, 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

Kristin Zasada
At-Large

Ed Clark
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

September 01, 2020 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. Recognitions and Proclamations
5. Citizen Input
6. Approval of the Agenda
7. Reports from Mayor and Councilmembers
8. Initiatives from Mayor and Councilmembers

Consent Agenda

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

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. Approval of the Special City Council Proceedings of August 11, 2020
10. Acceptance of the Report of the August 11, 2020, City Council Worksession
11. Approval of the City Council Proceedings of August 18, 2020
12. 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 2020 and for funds held in reserve for encumbrances at December 31, 2019.
13. Introduction and first reading of an ordinance adopting amendments to the Greeley Municipal Code, Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036, in order to

establish allowances and regulations regarding short-term rentals

- [14.](#) Introduction and first reading of an ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Firefighters Union and the City of Greeley, Colorado, which agreement by its terms is for a period commencing January 1, 2021 through December 31, 2021

End of Consent Agenda

- [15.](#) Pulled Consent Agenda Items
- [16.](#) Public Hearing and Final Reading of an ordinance submitting to the registered electors of the City of Greeley, at the coordinated election to be held November 3, 2020, the question of authorizing the City Council to extend the current sales tax on food from December 31, 2021 to December 31, 2026, for capital projects.
- [17.](#) Public Hearing and Final reading of an ordinance submitting to the registered electors of the City of Greeley, at the coordinated election to be held November 3, 2020, the question of authorizing the City Council to extend the .65% component of retail sales and use tax currently scheduled to expire on December 31, 2022 to December 31, 2029, for to fund capital projects for street-related infrastructure improvements and repairs.
- [18.](#) Scheduling of Meetings, Other Events
- [19.](#) 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
- [20.](#) Adjournment

Council Agenda Summary

September 1, 2020

Agenda Item Number 1

Title

Call to Order

Council Agenda Summary

September 1, 2020

Agenda Item Number 2

Title

Pledge of Allegiance

Council Agenda Summary

September 1, 2020

Agenda Item Number 3

Title

Roll Call

Summary

Mayor Gates

Councilmember Butler

Councilmember Payton

Councilmember Hall

Councilmember Fitzsimmons

Councilmember Clark

Councilmember Zasada

Council Agenda Summary

September 1, 2020

Agenda Item Number 4

Title

Recognitions and Proclamations

Summary

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

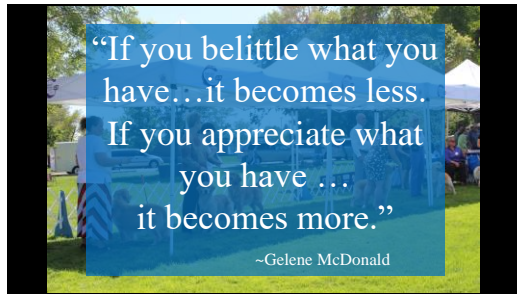
Attachments

September 1, 2020 What's Great about Greeley Report

Slide 1



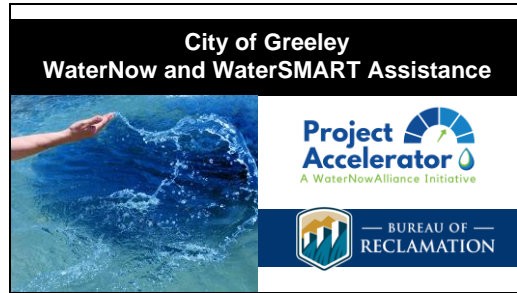
Slide 2



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



The City of Greeley has been chosen for two opportunities that will strengthen and enhance water efficiency efforts. First, they received the WaterNow Summer 2020 Project Accelerator which provides resources in developing metrics and performance analysis strategies. Secondly, they received the US Bureau of Reclamation: WaterSMART Water and Energy Efficiency Grant providing \$1.4 million in funding to install advanced metering infrastructure in our community. The new system makes leak detection easier and is expected to result in annual water savings of 367 million gallons.

Slide 4



Professional Finance Co. Inc. of Greeley, has been recognized by insideARM as the nation's 2020 Best Place to Work in Collections. The award is the ninth time since 2008 and the sixth consecutive year PFC has earned recognition as one of the best places to work in the accounts receivable management industry.

Slide 5



Three Greeley West High School graduates have earned the prestigious International Baccalaureate Diploma, gaining at least 24 college credits that can be applied to the colleges and universities they are attending. The IB Diploma program is a student's first year of undergraduate college spread out over their junior and senior year of high school. In addition to staying on top of their studies, students also have to be mindful citizens and complete 250 hours of Creativity, Activit, and Service hours.

Slide 6



And that's What's Great about Greeley.

Council Agenda Summary

September 1, 2020

Agenda Item Number 5

Title

Citizen Input

Summary

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

Council Agenda Summary

September 1, 2020

Agenda Item Number 6

Title

Approval of the Agenda

Council Agenda Summary

September 1, 2020

Agenda Item Number 7

Title

Reports from Mayor and Councilmembers

Summary

During this portion of the meeting any Councilmember may offer announcements or reports on recent events and happenings. These reports should be a summary of the Councilmember's attendance at assigned board/commission meetings and should include key highlights and points that may require additional decision and discussion by the full Council at a future time.

Council Agenda Summary

September 1, 2020

Agenda Item Number 8

Title

Initiatives from Mayor and Councilmembers

Summary

During this portion of the meeting any Councilmember may bring before the Council any business that the member feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda, but formal action on such matters shall be deferred until a subsequent Council meeting.

Initiatives will generally fall into three categories:

- 1) A policy item for Council deliberation and direction for a future Worksession, Committee meeting, or regular/special Council meeting;
- 2) A request to the City Manager for information or research;
- 3) A request involving administrative processes or procedures.

At the close of this portion of the meeting, the Mayor will confirm Council's consensus that the individual requests be pursued.

Attachments

Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

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:
None pending.			

Consent Agenda

September 1, 2020

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 14 and their recommended actions.

Council's Recommended Action

To approve Items No. ____ through ____ or

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

Council Agenda Summary

September 1, 2020

Agenda Item Number 9

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 350-9743

Title:

Approval of the Special City Council Proceedings of August 11, 2020

Summary:

A special meeting of the City Council was held on August 11, 2020, virtually utilizing the Zoom platform.

Decision Options:

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

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

August 11, 2020 Proceedings

City of Greeley, Colorado
SPECIAL CITY COUNCIL PROCEEDINGS
 August 11, 2020

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, Interim City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

4. Consideration of a Resolution of the City Council of the City of Greeley, Colorado, extending the City of Greeley Local Disaster Declaration of March 16, 2020 (updated on April 21, 2020, and on June 2, 2020) related to COVID-19

Councilmember Butler moved, seconded by Councilmember Zasada to adopt the Resolution extending the City's Local Disaster Declaration to November 17, 2020. The motion carried: 7-0

5. 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

Councilmember Hall moved, seconded by Councilmember Hall to approve the above authorizations, and the motion carried: 7-0

6. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 6:04 p.m.

John Gates, Mayor

Cheryl Aragon, Interim City Clerk

Council Agenda Summary

September 1, 2020

Agenda Item Number 10

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 970-350-9743

Title:

Acceptance of the Report of the August 11, 2020, City Council Worksession

Summary:

A City Council Worksession was held on August 11, 2020, virtually utilizing the Zoom Platform.

Decision Options:

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

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

August 11, 2020 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
 August 11, 2020

1. CALL TO ORDER

The virtual meeting was called to order at 6:05 p.m. by Mayor Gates 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, Interim City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

4. REPORTS FROM MAYOR AND COUNCILMEMBERS

There were no Reports offered by Councilmembers.

5. COVID-19 PANDEMIC UPDATE

Mr. Otto introduced the City's Emergency Manager Dan Frazen who provided a COVID-19 update by reviewing cases in the State and Weld County, including hospital cases. He referenced the Safer at Home and Vast Great Outdoors Order the State is currently under. The Bonell personal isolation facility and The Ranch locations are available as needed, and he noted that the testing facility at Aims was closed, however work is being done to open another site. Some location are testing by appointment.

With regard to testing, a Weld County data dashboard for testing is being built.

He went on to review case data and calls for service, and the Protect Our Neighbors criteria that would allow Greeley to apply for a variance regarding some events.

Ben Snow, Economic Development Director, reported on the Greeley Area Recovery Fund by stating that the total number of applications to date is 188. Not a lot of change since the last review, but 86 awards have been issued, averaging \$3,000 per award.

He also noted that the first round of marketing grants have also been awarded, totaling \$51,000, and that the Weld Business Relief Fund is about to launch as well, using CARES fund money.

Councilmember Clark inquired about eligibility for those who have received funds from the Greeley Area Recovery Fund, and it was noted that Greeley businesses will not receive any of that funding.

6. DEVELOPMENT IMPACT FEE STUDY DISCUSSION

Robert Miller, Interim Finance Director, reported that this is an opportunity to review work done in this regard thus far, and noted that additional input from stakeholders will be sought and additional time with

Council on this before going to ordinance introduction.

Matt Wittern, Raftelis, provided an overview of the study, reviewed strategic changes based on stakeholder input and a revised fee structure to address affordability, went over maximum supportable fees and fee comparisons, and then offered some funding alternatives.

Dwayne Guthrie, Raftelis, reviewed the current development impact fees for both residential development and non-residential development.

Mr. Wittern went on to state that several Zoom roundtables have been held with builders/developers/realtors, a lot of individual outreach, and some great feedback was received.

Mr. Guthrie noted that based on that feedback, an idea is to look at a Water PIF for detached residential based on lot size; storm water PIF for detached residential per square foot of impervious area; and a non-utility fee for all residential development by size of unit.

Mr. Guthrie also reviewed an across-the-board PIF reduction scenario over five years showing that all fees do not have to be treated the same. He went over the fee reductions scenario for plant investment fees.

Mr. Wittern closed by stating that they are very confident in the outreach done with stakeholders and that many of the things they heard are doable. A lot of progress has been made on this study, and that there is some strong momentum moving forward.

Councilmember Zasada indicated that this is a lot of information, and that she wants to take it all in and make some good decisions. She asked about the reductions and if they are across the board.

Mr. Guthrie indicated that it is a reduction from what the City is currently charging. He noted that the idea is still to base them on size thresholds.

Councilmember Zasada expressed disappointment that average home sales prices was not included in this Study as this means it is not ok to say that Greeley is in the middle of the pack for fees.

She also stated that it is difficult to understand all of the talk about affordability and then an increase in fees and passing off the cost to builders and then homebuyers.

Roy Otto, City Manager, clarified that a balance has to be found for paying for maintenance. He also stressed that there is more time to digest what is provided thus far, and there will be more opportunities for Council to continue talking about this.

Councilmember Clark inquired about the Northern Colorado Homebuilders Association response to this, and Mr. Wittern indicated that they have tried to be sensitive to their concerns. They were appreciative of being part of the process early on. He noted that this updated information has been sent to them as well so that they are in the know as things change.

Mayor Gates expressed a desire to not have a lot of backlash later about what should have or could have been done. He noted that additional methodology adjustments are needed still and additional stakeholder feedback will be helpful.

Mr. Otto noted that Council will see some additional information in this regard after the initial budget review and suggested September 8th as a possible date to do that.

7. COLORADO OPEN RECORDS ACT (CORA) OVERVIEW AND CITY ATTORNEY REPRESENTATION OF COUNCILMEMBERS IN CERTAIN MATTERS

Cheryl Aragon, Interim City Clerk, reported that this item is in direct response to Council Initiatives put forth by Councilmember Clark regarding a quick tutorial on the Colorado Open Records Act and then some information from the City Attorney regarding the City Attorney's Office representation of Councilmembers in certain matters.

She proceeded to review a Q&A about CORA and shared some staff processes for notifying the Council and staff of requests and timeliness of those notifications. She agreed that notifying the City Manager is also critical in order to keep him in the loop as requests come in for emails and records of the Mayor and Council.

Doug Marek, City Attorney, provided a review of the ways that the City Attorney's Office represents the City Council in their work as official elected officials representing the City of Greeley organization.

Councilmember Clark expressed concern that responses to questions posed and the need for information are not as timely as they could be in order for him to properly do his job and make informed decisions.

Additional conversation ensued about the need to notify Council in a timely manner of requests for Councils' records and emails timely and to notify Council what is being released and who the requester of the records is. Additional communication is critical.

Mayor Gates inquired about the expectation of privacy when someone emails the Council and that information being shared out, and Mr. Marek advised that generally, if someone emails the Mayor and Council about a matter of City business, there are no expectations of privacy, with a couple of exceptions that would be looked at on a case-by-case basis.

8. SCHEDULING OF MEETINGS AND OTHER EVENTS

No additional meetings or events were scheduled.

9. ADJOURNMENT

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 8:02 p.m.

Cheryl Aragon, Interim City Clerk

Council Agenda Summary

September 1, 2020

Agenda Item Number 11

Key Staff Contact: Cheryl Aragon, Interim City Clerk, 350-9743

Title:

Approval of the City Council Proceedings of August 18, 2020

Summary:

A meeting of the City Council was held on August 18, 2020, virtually utilizing the Zoom Platform.

Decision Options:

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

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

August 18, 2020 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
 August 18, 2020

1. Call to Order

Mayor John Gates called the remote meeting to order at 6:00 p.m. via Zoom Meetings.

2. Pledge of Allegiance

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

3. Roll Call

Jerry Harvey, Assistant City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Tommy Butler, Ed Clark, Michael Fitzsimmons, Dale Hall, Brett Payton and Kristin Zasada.

4. Recognitions and Proclamations

Councilmember Hall presented the What's Great About Greeley Report.

5. Citizen Input

Mr. Harvey read one email into the record that was received from Carmen Whitehead. She asked a series of questions regarding the upcoming Council Diversity and Inclusion training, and Mayor Gates answered her questions.

6. Approval of Agenda

The agenda was approved as presented.

7. Reports from Mayor and Councilmembers

No reports were offered from the Mayor or Councilmembers.

8. Initiatives from Mayor and Councilmembers

Councilmember Butler noted that the Downtown open container area ordinance is scheduled to sunset on September 11th, and he requested that Council extend it.

Roy Otto, City Manager, proposed that Council set a Special Meeting to immediately precede the scheduled Worksession on August 25th.

Councilmember Hall expressed his support for the idea of extending the sunset, but asked that data be provided to describe how successful the ordinance has been so far.

Council reached consensus of this initiative.

Mayor Gates and Councilmember Clark echoed the request for data on the ordinance's success so far.

Councilmember Butler moved, seconded by Councilmember Fitzsimmons to call a Special Council Meeting to immediately precede the scheduled Worksession on August 25, 2020 at 6:00 p.m. for the purpose of extending the Downtown open container area ordinance. The motion carried: 7-0

*** * * * Consent Agenda * * * ***

9. Acceptance of the Report of the July 28, 2020, City Council Worksession

The Council action recommended was to accept the Report.

10. Approval of the City Council Proceedings of August 4, 2020

The Council action recommended was to approve the Proceedings.

11. Consideration of a resolution to assign the 2020 City of Greeley Private Activity Bond (PAB) Allocation to Colorado Housing and Finance Authority (CHFA)

The Council action recommended was to adopt the resolution. **(Resolution No. 42, 2020)**

12. Introduction and first reading of an ordinance submitting to the registered electors of the City of Greeley, at the coordinated election to be held November 3, 2020, the question of authorizing the City Council to extend the current sales tax on food from December 31, 2021 to December 31, 2026, for capital projects

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for September 1, 2020.

13. Introduction and first reading of an ordinance submitting to the registered electors of the City of Greeley, at the coordinated election to be held November 3, 2020, the question of authorizing the City Council to extend the .65% component of retail sales and use tax currently scheduled to expire on December 31, 2022 to December 31, 2029, for to fund capital projects for street-related infrastructure improvements and repairs

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for September 1, 2020.

14. Consideration to approve a change order in the amount of \$94,058.62 to the contract with Yeh & Associates for the 10th Street Access Improvements Phase II Project bringing the revised contract amount from \$262,105.03 to \$356,163.65

The Council action recommended was to approve Change Order. **(Change Order No. 7, 2020)**

15. Consideration of a change order in the amount of \$52,405.00 to the contract with Alterra Underground Solutions LLC for the Promontory Traffic Conduit Project bringing the revised contract amount from \$147,475.00 to \$199,880.00

This item was pulled from the Consent Agenda.

*** * * * End of Consent Agenda * * * ***

Councilmember Payton moved, seconded by Councilmember Hall to approve Item Nos. 9 – 14 on the Consent Agenda and their recommended actions. The motion carried: 7-0

16. Pulled consent agenda items

- 15. Consideration of a change order in the amount of \$52,405.00 to the contract with Alterra Underground Solutions LLC for the Promontory Traffic Conduit Project bringing the revised contract amount from \$147,475.00 to \$199,880.00**

Councilmember Zasada inquired about the issue with the contract related to fiber cable that is causing the need for this Change Order.

Joel Hemesath, Public Works Director, explained that it was not an error and that it was not anyone's fault. He added that this was simply something that was found after the fact that needed to be corrected.

Councilmember Zasada moved, seconded by Councilmember Hall to approve the Change Order. The motion carried: 7-0 (**Change Order No. 8, 2020**)

- 17. Public hearing and final reading of an ordinance to consider a change of zone from PUD (Planned Unit Development) to C-H (Commercial High Intensity) zoning for 38.811 acres of property located south of 10th Street, west of 83rd Avenue, and north of 12th Street, known as the Two Rivers Marketplace Rezone, and changing the official zoning map to reflect the same**

Darrell Gesick, Planner, highlighted the request and site background; described the location of the site as well as the map of the property; and described the site photos. He continued by discussing the approval criteria; describing the land use guidance map for the City of Greeley; discussing the notification process that went into place for this rezone; and highlighted the recommendation from Planning Commission.

Mayor Gates opened the public hearing at 6:27 p.m., and no comments were offered.

Councilmember Clark moved, seconded by Councilmember Hall to find that, based on the application received and the preceding analysis, the proposed rezone from PUD (Planned Unit Development) to C-H (Commercial High Intensity) meets Development Code Sections 18.30.050(c)(3) a, b, d, f, g and h; and, therefore, the rezoning is approved. The motion carried: 7-0

Councilmember Clark moved, seconded by Councilmember Hall to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 17, 2020**)

- 18. Consideration of a resolution appointing a City Council Subcommittee to examine and make recommendations on the annual performance review process for City Council Appointed Employees**

Maria Gonzalez-Estevez, Human Resources Director, provided a brief explanation of the need for the resolution to create a City Council Subcommittee.

Mr. Otto asked whether Council needed to decide the membership of the subcommittee before adoption of the resolution.

Doug Marek, City Attorney, explained that the membership of the subcommittee did not need to be decided before adoption of the resolution adding that the membership could be determined by Mayoral appointment.

In response to a question from Mayor Gates, Paul Fetherston, Assistant City Manager, clarified that the subcommittee would need to consist of three Councilmembers.

Mayor Gates explained that he would be following up with Council and gauge their interest and to determine who he would appoint to be members of the subcommittee.

Mr. Fetherston also explained that the time commitment for this subcommittee would be one or two meetings a month until November when the Council would consider adoption of the new review process for City Council appointed employees.

Councilmember Fitzsimmons moved, seconded by Councilmember Zasada to adopt the resolution. The motion carried: 7-0 (**Resolution No. 43, 2020**)

19. COVID-19 Update

Dan Frazen, Emergency Manager, highlighted the basic case data, hospitalizations, and fatalities for the State, Weld County, and the City. He continued by discussing the mandatory mask order extension; discussing the status of testing sites throughout Greeley; and describing the new public facing dashboard from Weld County Public Health. He also described the overall positivity rate over the last two weeks and compared it with our neighboring Counties.

Mr. Frazen continued by describing the current Greeley cases; highlighted the 7-day rolling average being shown on the new Weld County website; discussing hospital and first responders in quarantine data along with the COVID-19 related calls to the Greeley Fire Department; discussing the testing positivity data from the new Weld County website; and describing where the City currently stands as far as the “Protect our Neighbors” certification standards are concerned.

Mr. Frazen also asked whether Council would approve a shift to a weekly COVID-19 update via an email report and a monthly COVID-19 update at a Council meeting. He added that updates would be increased if there were any spikes in COVID-19 cases or positivity rates.

Councilmember Hall expressed his support for the change in the COVID-19 update schedule and asked for more information regarding the Greeley first responders currently in quarantine. Mr. Frazen explained that the first responder quarantines are not related, and their quarantines are all related to different precautions.

Councilmember Clark echoed the support for the COVID-19 update schedule change.

In response to a question from Mayor Gates, Mr. Frazen explained that the new Weld County website is updated between 4:00 p.m. and 5:00 p.m. on weekdays.

Councilmember Butler also expressed his support for the change in the COVID-19 update schedule as long as there are specific thresholds in place to trigger the updates becoming more regular and at Council meetings.

Mr. Frazen explained that he would create such thresholds.

Consensus was reached by Council to transition to weekly COVID-19 updates via email reports with a monthly update at a Council meeting, unless a new spike in cases or positivity rate occurs.

Benjamin Snow, Economic Health and Housing Director, highlighted the Greeley Area Recover Fund (GARF) dashboard including a discussion of total grants of all types that have been awarded and the total dollars that have been awarded. He explained that the City will suspend the GARF until January 1, 2021, and direct businesses to use the new Weld County Recovery Fund in the meantime.

Mr. Otto explained the background and requirements related to the new Weld County fund as well as the City's involvement.

In response to questions from Councilmember Butler, Mr. Otto explained that Upstate Colorado will be creating the committee that will make grant decisions and will facilitate the funding. Mr. Otto continued by explaining that those businesses that have received GARF funding are still eligible to receive grants from this new fund, and currently non-profits are not eligible for these grants but will potentially be eligible in the future.

Mr. Snow added that there would likely not be another GARF update for at least another 30 days.

In response to a question from Councilmember Clark, Mr. Snow explained that there is nothing specific yet regarding the make-up of the committee being create by Upstate. Mr. Snow continued by promising to reach out to Upstate to get that information and then updating Council.

20. Appointment of applicants to the

Citizen Transportation Advisory Board – recruit for additional applicants

Civil Service Commission – recruit for additional applicants

Planning Commission – Louisa Andersen and Justin Yeater

Youth Commission – Madison Zeller

21. Scheduling of meetings, other events

There were no additional meetings or events scheduled.

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

Councilmember Payton moved, seconded by Councilmember Butler to approve the above authorizations, and the motion carried: 7-0

23. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 6:57 p.m.

John Gates, Mayor

Jerry Harvey, Assistant City Clerk

Council Agenda Summary

September 1, 2020

Agenda Item Number 12

Key Staff Contact: Robert Miller, Interim Finance Director, 350-9735

Title:

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 2020 and for funds held in reserve for encumbrances at December 31, 2019.

Summary:

This is the third additional appropriation ordinance modifying the 2020 budget. This appropriation ensures that existing commitments in progress at 2019 year end can be completed in 2020, 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?	\$ 5,708,301														
What is the annual impact?	\$ 5,708,301														
What fund of the City will provide Funding?	See Ordinance														
What is the source of revenue within the fund?	Fund Balance, Operating Transfers, Grants, Expense Reimbursement, Insurance Recoveries, Sale of Assets, and Private Contributions.														
Is there grant funding for this item?	Yes, Items 1, 2, 4, & 5														
If yes, does this grant require a match?	Yes, Item 2														
Is this grant onetime or ongoing?	Onetime														
Additional Comments:	<p>Total appropriations made by this ordinance are \$5,708,301. The following funding sources will be used to cover the appropriations made by this ordinance.</p> <table> <tr> <td>Fund Balance</td><td>\$ 5,088,000</td></tr> <tr> <td>Grant</td><td>516,125</td></tr> <tr> <td>Operating Transfers</td><td>58,000</td></tr> <tr> <td>Refund of Expenditures</td><td>18,800</td></tr> <tr> <td>Expense Reimbursement</td><td>14,430</td></tr> <tr> <td>Damage Recoveries</td><td>12,946</td></tr> <tr> <td>Grand Total:</td><td>\$ 5,708,301</td></tr> </table>	Fund Balance	\$ 5,088,000	Grant	516,125	Operating Transfers	58,000	Refund of Expenditures	18,800	Expense Reimbursement	14,430	Damage Recoveries	12,946	Grand Total:	\$ 5,708,301
Fund Balance	\$ 5,088,000														
Grant	516,125														
Operating Transfers	58,000														
Refund of Expenditures	18,800														
Expense Reimbursement	14,430														
Damage Recoveries	12,946														
Grand Total:	\$ 5,708,301														

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:

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 September 15, 2020.

Attachments:

Ordinance
Detail Supporting Schedule
PowerPoint Presentation

THE CITY OF GREELEY
ORDINANCE NO.____, 2020

AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL YEAR OF 2020 AND FOR FUNDS HELD IN RESERVE FOR ENCUMBRANCES AT DECEMBER 31, 2019.

WHEREAS, the City of Greeley has or will incur expenses for certain activities described below during the 2020 fiscal year, and

WHEREAS, the revenues received in the City of Greeley in 2019, exceeded the amount of revenues estimated in the 2019 Budget by more than the total amount of the expenditures in the same year;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY 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 2020 budget and amounts held in fund balance reserves from 2019, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2020:

Fund	Total
001 General Fund	\$ 675,301
403 Sewer Capital Replacement	275,000
406 Water Capital Replacement	4,700,000
503 Information Technology	58,000
Grand Total:	\$ 5,708,301

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 THIS ____ DAY OF _____, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

BY _____
Mayor



City of Greeley
2020 Appropriation No. 3
City Council Meetings: September 1st & 15th

8/26/2020

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
001 General Fund						
1	Expense Reimbursement / Damage Recoveries / Refund of Expenditures	As a result of insurance reimbursements for damages to City property during 2019 and 2020, we are requesting to transfer funds from the insurance and damage recoveries accounts of \$12,946. Most of these damages were to medians and landscapes along roadways where automobile accidents occurred. These funds will replace money already spent to repair and replace the damaged landscape and are needed to balance the budgets. The Community Development Block Grant (CDBG) funds through the Greeley Urban Renewal Authority (GURA) of \$18,800 are requested to be used by the Park Reforestation Program. These grant funds will cover a large portion of the costs for our Parkway Reforestation Program for properties within the GURA boundaries. This also includes a partial reimbursement for the Residential Treatment Program for Emerald Ash Borer of \$14,430.	-	46,176	46,176	-
2	Fund Balance / Grant	The City received a grant from the State Historical Fund in January, 2020, to hire a consultant to develop a Historic Resource Survey Plan. The plan includes prioritizing, funding, and conducting historic resource surveys in Greeley east of 35th avenue. This is an area with the highest concentration of buildings over 50 years old. This will guide future historic preservation surveys to document and identify historic resources and areas in Greeley. The grant totaled \$15,000, with a cash match of \$5,976. No intergovernmental agreements or resolutions have been needed, only a simple contract with the state. There will be an upfront payment, an interim payment, and a final payment of 10% that will be reimbursed after the project in 2021.	-	15,000	15,000	-
3	Fund Balance	This request is to use existing carryover fund balance to support the executive search for a new Public Works Director and Assistant City Manager.	55,000	-	55,000	-
4	Grant / Fund Balance	Funding in the amount of \$128,211 is being requested for additional technological equipment such as additional monitors, docking stations, and applicable equipment to support City staff and personnel during the work from home order and remote setting with reimbursement through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. An additional \$58,000 is being requested for cell-phone contracts to support City staff using fund balance available in the General Fund.	58,000	128,211	186,211	-
5	Grant	The City is partnering with Weld County to contribute to the Weld County Recovery Fund. The City's contribution (\$372,914) will be reimbursed by the CARES Act. These funds will be partnered with the total allotment provided by Weld County in the amount of \$2,314,061. These funds are intended to support local businesses affected by the disruption of services and the workforce during the current crisis.	-	372,914	372,914	-
001 General Fund			113,000	562,301	675,301	-
403 Sewer Capital Replacement						
6	Fund Balance	Maintaining the wastewater treatment and reclamation facility is critical to the continued safe discharge of effluent to the Poudre River. An appropriation will be needed to cover expenses for a Heating, Ventilation, & Air Condition (HVAC) system and for the replacement of air diffuser panels. The requested expenditure is to cover two unanticipated projects at the Wastewater Treatment & Reclamation Facility (WTRF). The first is an HVAC system for the Primary Sludge Pump Station (PSPS) where new electrical and controls equipment are being installed. A portion of this project is being paid for by the SCADA project budget as that was the driver for installing the HVAC system. However, it was determined that this is also a General Rehabilitation project that will provide protection of existing equipment and eliminate the need for portable air conditioners. Non-process operations related to General Rehabilitation that had been planned for 2020 will be deferred. The total cost for this project is estimated at \$250,464. The second expenditure is the replacement of the Centrate Handling and Processing (CHAP) air diffuser panels and is estimated at \$132,388. This was not an anticipated replacement and therefore was not planned for within the General Rehabilitation Budget. The total of the two projects is \$307,620. To help offset the costs associated with these projects, \$275,000 is requested.	275,000	-	275,000	-
403 Sewer Capital Replacement			275,000	-	275,000	-

Fund	Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact
406 Water Capital Replacement						
7	Fund Balance	This request is to re-appropriate funds from 2019 to cover existing encumbrances as well as costs associated with the new chemical building. The requested funds will support the construction of necessary infrastructure that enables Greeley to supply safe drinking water to the community. Due to the three-year limit for the year to year project re-budgets, the 2019 funds were not able to be rolled into 2020. Funds will need to be re-appropriated for the first phase of the Boyd Needs Assessment project. The first phase consists of a new chemical building and will be the backbone of the upcoming process improvements over the next three years. Water and Sewer have delayed this re-appropriation request to complete engineering, save project costs, and to request an updated Guaranteed Maximum Price from the contractor which was received on July 14th, 2020. This work will allow the project to move forward, mitigating further delays and cost increases.	4,000,000	-	4,000,000	-
8	Fund Balance	This request is being made to accelerate the timeline for implementing a new work order system (Cityworks) for all divisions within Water and Sewer. The Water and Sewer Department is looking to increase efficiencies with the enhanced system to track maintenance activities. A consultant is needed to implement the Cityworks system. Implementation will include creating work order templates, report templates, and loading all of the linear and vertical assets. The project will also change the Cityworks license to an enterprise license. Other City departments will also benefit from this implementation. This was not included in the 2020 budget and was instead planned for 2021-2022 implementation.	700,000	-	700,000	-
406 Water Capital Replacement			4,700,000	-	4,700,000	-
Total (Less Additional Operating Expenditures Between Funds)			5,088,000	562,301	5,650,301	-
Operating Transfers						
4	Operating Transfer	Work From Home: Telephone Contracts - Operating Transfer: Information Technology from General Fund	-	58,000	58,000	-
Total Additional Operating Expenditures Between Funds			-	58,000	58,000	-
Grand Total			5,088,000	620,301	5,708,301	-

September 1st, 2020

Robert Miller | Interim Finance Director

2020 3rd Appropriation



Third Appropriation - 2020

- Allocation of Fund Balances
- Ensures Completion of Projects & Commitments
- Records Grants & Received Revenues

Appropriation by Funds

Fund	2020 Budget	Ordinance	2020 Revised Budget
001 General Fund	\$ 121,967,262	\$ 675,301	\$ 122,642,563
403 Sewer Capital Replacement	30,959,632	275,000	31,234,632
406 Water Capital Replacement	28,669,825	4,700,000	33,369,825
503 Information Technology	6,154,637	58,000	6,212,637
Grand Total	\$ 187,751,356	\$ 5,708,301	\$ 193,459,657
All Funds	\$ 577,245,265	\$ 5,708,301	\$ 582,953,566

Appropriation by Funding Sources

Funding Sources	Amount
Fund Balance	\$ 5,088,000
Grant	516,125
Operating Transfers	58,000
Refund of Expenditures	18,800
Expense Reimbursement	14,430
Damage Recoveries	12,946
Grand Total	\$ 5,708,301

Appropriation by Categories

Category	Request	Ordinance
Reappropriation	Boyds Needs Assessment - Chemical Building	\$ 4,000,000
General/CARES	Weld County Recovery Fund Contribution	372,914
General/CARES	Work From Home: Computer Equipment & Telephone Contracts	186,211
General	Executive Search - Public Works Director & Assistant City Manager	55,000
General/CDBG	Forestry Repair Transfer	46,176
General/Grant	Historic Resource Survey Plan	15,000
Enterprise	Cityworks Implementation	700,000
Enterprise	Wastewater Treatment and Reclamation Facility Maintenance	275,000
Total		\$ 5,650,301
Transfers		58,000
Grand Total		\$ 5,708,301

Summary

- Total Appropriated Amount: \$5,708,301
- Affirmation of Prior Commitments
- Maintain Transparency & Accounting Standards
- Demonstrates Transparency of Restricted Funds

Council Agenda Summary

September 1, 2020

Agenda Item Number 13

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

Caleb Jackson, Planner, 970-350-9876

Title:

Introduction and first reading of an ordinance adopting amendments to the Greeley Municipal Code, Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036, in order to establish allowances and regulations regarding short-term rentals

Summary:

On August 5, 2020, City Council initiated that staff move forward to public hearings with the Planning Commission and City Council regarding an ordinance to establish allowances and regulations for short-term rentals. The proposed code updates incorporate the recommendations of the Housing Task Force, as adjusted by direction garnered from previous worksessions with Planning Commission and City Council. The proposed updates address an action item from the Strategic Housing Plan that City Council adopted in 2019. Planning Commission will have considered this item on August 25, 2020.

The proposed code updates revise or add the following portions of the Greeley Municipal Code; see the attached clean (Ordinance Exhibit A) and redlined versions of the proposed code updates for more details:

Appendix 18-B – Definitions	Update definitions for guest and operator. Add definitions for resident, accessory short-term rental, primary short-term rental, and visitor
Table 18.42-1 \ Minimum Parking Requirements Table	Add parking requirements for primary short-term rentals
18.30.070 – Table of Principal Land Uses	Add primary and accessory short-term rentals as Permitted or Design Review in certain zones
18.46.050 – Specific use design standards.	Add sub-section (b)(22) Primary short-term rental to the index
18.46.220 – Primary Short-Term Rental	Add sub-section for use-specific standards for primary short-term rentals
18.52.036 – Home occupations.	Update home occupations section to add standards for accessory short-term rentals

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 noted.

Applicable Council Priority and Goal:

Consistency with Comprehensive Plan and Strategic Housing Plan.

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 September 15, 2020.

Attachments:

Ordinance, with Exhibit A (i.e., clean code version)

Planning Commission Summary (Staff Report), August 25, 2020 (with redline attachment only)

CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2020

AN ORDINANCE ADOPTING AMENDMENTS TO THE GREELEY MUNICIPAL CODE, APPENDIX 18-B, TABLE 18.42-1, SECTION 18.30.070, SECTION 18.46.050, SECTION 18.46.220, AND SECTION 18.52.036, IN ORDER TO ESTABLISH ALLOWANCES AND REGULATIONS REGARDING SHORT-TERM RENTALS

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

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, short-term rentals are an emerging land use that has become popular as a way to offer homes as lodging for visitors; and,

WHEREAS, amending the Development Code to clearly allow and regulate this land use in a manner that addresses the public interest will advance and 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 August 25, 2020, and recommended their adoption by City Council.

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

Section 1. Portions of the Greeley Municipal Code Chapter 18 regarding short-term rentals are hereby amended as described in Exhibit A, attached hereto.

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, THIS ____ DAY OF _____, 2020.

ATTEST:

THE CITY OF GREELEY

City Clerk

Mayor

Proposed Clean Version of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code Regarding Short-Term Rentals

This document is intended to show the proposed code updates in a clean version without redlines of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code regarding short-term rentals. The proposed code update incorporates the recommendations from the Housing Task Force as revised through worksessions with Planning Commission and City Council.

1 Appendix 18-B

2 *Accessory short-term rental* shall mean the rental of a resident's dwelling unit, or portion thereof,
3 to visitors.

4 *Guest* shall mean any individual not providing compensation for temporary accommodations at a
5 resident's dwelling unit for no more than 30 continuous nights and no more than 30 nights in any
6 calendar year.

7 *Operator*, as used in Chapter 18.56, shall mean the person designated by the owner or lessee of
8 the mineral rights as the operator and so identified in Oil and Gas Conservation Commission
9 applications. *Operator* in other chapters shall mean any individual or business conducting a land
10 use at a site.

11 *Primary short-term rental* shall mean the rental to visitors of a dwelling unit that is not primarily
12 occupied by a resident.

13 *Resident* shall mean any individual intending to or actually inhabiting a dwelling unit for more
14 than 30 continuous nights or more than 30 nights in any calendar year.

15 *Visitor* shall mean any individual providing compensation for temporary accommodations at a
16 lodging facility such as, but not limited to, a short-term rental, bed and breakfast, hotel, motel, or
17 RV park.

18

19 **Table 18.42-1 \ Minimum Parking Requirements Table**

Primary short-term rental	1 space per 2 bedrooms
---------------------------	------------------------

20

21 **18.30.070**

22 **TABLE OF PRINCIPAL LAND USES**

Uses/ Districts	R-L, R-E	R-MH	R-M	R-H	C-L	C-H	I-L	I-M	I-H	H-A	C-D	PUD
lodging:												
- bed and breakfast	--	--	--	D	D	D	D	--	--	--	--	*
- hotels, motels	--	--	--	--	--	P	P	--	--	--	--	*
- accessory short-term rental	P	P	P	P	P	P	P	P	P	P	P	P
- primary short-term rental	--	--	--	D	D	D	D	--	--	--	--	*

23

24 **18.46.050(b)(22) Primary Short-term rental.**

18.46.220 – Primary Short-Term Rental

The following provisions shall apply to all sites containing primary short-term rentals whether or not operations commenced prior to the effective date of these standards.

- (1) The maximum stay duration for any visitor at a primary short-term rental is 30 cumulative nights per calendar year. Individuals staying in excess of 30 continuous nights shall be considered residents and must comply with applicable occupancy and family standards within the dwelling unit's zoning district. Operators of primary short-term rentals may be required to provide logs of visitors occupying the property to the City at the request of the City.
- (2) Operators of primary short-term rentals must provide contact information to the City for a local representative residing within a 30 mile radius of the primary short-term rental that can immediately respond to issues raised by City personnel, public safety personnel, utility providers, or other situations requiring assistance.
- (3) All listings or advertisements for the short-term rental of properties within the City of Greeley must include the business license number in the listing or advertisement.
- (4) Occupancy limits shall be in compliance with applicable building and/or fire standards.
- (5) In buildings with nine (9) or fewer dwelling units under the same ownership, operators may use no more than one (1) unit as a primary short-term rental.
- (6) In buildings with ten (10) or more dwelling units under the same ownership, operators may use no more than twenty percent (20%) of the units as primary short-term rentals.

18.52.036 – Home occupations.

(d) Home occupation requirements.

- (1) A home occupation shall be permitted as an accessory use to a dwelling, provided that all of the following conditions are continuously met:
 - a. The exterior appearance of the dwelling and lot shall not be altered, nor shall the occupation within the dwelling be conducted in a manner which would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting or signage, or by the emission of sounds, noises, dust, odors, fumes, smoke or vibrations detectable outside the dwelling.
 - b. All persons involved in carrying on the home occupation on the premises shall be legal and regular inhabitants of the dwelling unit. No other employees associated with the home occupation may be at the site for the purpose of conducting any part of the business operation with the exception of accessory short-term rentals.

Proposed Clean Version of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code Regarding Short-Term Rentals

- c. The dwelling unit shall continue to be used primarily for residential purposes, and the occupational activities shall be harmonious with the residential use.
- d. There shall be no sale and/or display of merchandise which requires customers to go to the property, except as provided in Subsection (2) below.
- e. Vehicular traffic associated with the home occupation shall not adversely affect traffic flow and parking in the area. No more than one (1) customer or client vehicle associated with the home occupation shall be at the home at a time, and no more than ten (10) customer/client visits to the home per week and no more than two (2) trips per week shall be related to the delivery of products and/or materials, with the exception of child care homes and accessory short-term rentals.
- f. No more than twenty percent (20%) of the living space shall be used for the home occupation and any related storage of materials and supplies, except for board and care homes, child care homes, and accessory short-term rentals. In no event shall the garage be counted toward the total living space area, except as provided in Subsection (2) below.
- g. The home occupation shall be confined within the dwelling unit, except as provided in Subsection (2) below, and shall not include use of the garage, whether attached or detached, except for the parking of a vehicle associated with the home occupation.
- h. The use of utilities shall be limited to that normally associated with the use of the property for residential purposes. Electrical or mechanical equipment which creates audible interference in radio receivers or visual or audible interference in television receivers, or causes fluctuations in line voltage outside the dwelling unit, shall be prohibited.
- i. There shall be no on-premises signs advertising the home occupation.
- j. Activities conducted and equipment and material used or stored shall comply with the Building Code.
- k. There shall be no use or storage of mechanical equipment not recognized as being a part of normal household or hobby use.
- l. Only one (1) vehicle, not to exceed one (1) ton capacity, and one (1) trailer which cannot exceed fifteen (15) feet, may be related to and used in conjunction with the home occupation and shall be parked on site except for accessory short-term rentals and as provided in Subsection (2) below.

- m. Only one (1) home occupation shall be permitted per residence unless more than one (1) home occupation can be operated within the parameters of a single home occupation.
- n. The conditions herein may be altered upon reasonable cause and with approval of the Community Development Director.
- o. Any resident offering accessory short-term rentals shall also abide by the following standards whether or not operations commenced prior to the effective date of these standards:
 - 1. Any resident offering accessory short-term rentals may rent a maximum of one (1) bedroom per night within their dwelling unit to visitors on a continuous basis and may not rent other portions of a dwelling unit to visitors as sleeping areas. In such cases, a resident of the dwelling unit must be staying in the dwelling unit each night that the bedroom is rented to visitors. Contact information for the resident must be provided to the City and the resident must immediately respond to issues raised by City personnel, public safety personnel, utility providers, or other situations requiring assistance.
 - 2. A resident may rent out more than one (1) bedroom per night, up to the entire dwelling unit, as an accessory short-term rental for no more than 73 nights per year. In such cases, operators of primary short-term rentals must provide contact information to the City for a local representative residing within a 30 mile radius of the primary short-term rental that can immediately respond to issues raised by City personnel, public safety personnel, utility providers, or other situations requiring assistance
 - 3. When renting one (1) bedroom per night to visitors, occupancy of an accessory short-term rental is limited to the residents of the dwelling unit, two adult visitors over the age of eighteen (18), and two minor visitors under the age of eighteen (18). The number of occupants may not exceed the number allowed by applicable building and/or fire standards.
 - 4. When renting more than one (1) bedroom per night or the entire dwelling unit to visitors, occupancy of an accessory short-term rental is limited to the lesser of either no more than eight (8) visitors regardless of age plus residents or the maximum allowable per applicable building and/or fire standards.

5. Operators of accessory short-term rentals must obtain required licenses and permits, such as a business license, sales tax license, and home occupation permit.
6. The Community Development Director may create a self-inspection checklist for accessory short-term rentals. In its discretion, the Department of Community Development may require operators of accessory short-term rentals to provide a completed checklist confirming that the dwelling unit has appropriate safety features. The Community Development Director may require reasonable building and/or site improvements to ensure the safety of visitors.
7. Individual visitors may neither stay at an accessory short-term rental for more than fourteen (14) consecutive nights nor more than 30 cumulative nights per calendar year. The City may require operators to provide booking logs to ensure compliance with this standard.
8. Dwelling units containing an accessory short-term rental must be owned with no less than 50% interest by a natural person who is a resident of the dwelling unit. The subject dwelling unit must be the primary residence in which the resident owner resides at least 180 nights per calendar year.
9. All listings or advertisements for the short-term rental of properties within the City of Greeley must include the business license number in the listing or advertisement.

(e) Permitted home occupations.

- (1) The following list of permitted home occupations are examples of those occupations which are considered to be incidental to and compatible with residential land uses subject to all provisions of Section 18.52.036(d), as applicable:
 - a. Art or photo studio;
 - b. Sewing or tailoring;
 - c. Professional office;
 - d. Teaching or tutoring;
 - e. Child care home;
 - f. Board and care home;
 - g. Clerical, word processing or desktop publishing services;
 - h. Barber or beauty shop (for the purposes of this Section, body piercing and tattoo establishments shall not constitute a beauty shop);

Proposed Clean Version of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code Regarding Short-Term Rentals

- 183 i. Massage therapists who are state-certified;
- 184 j. Accessory short-term rentals;
- 185 k. Agricultural produce sales as provided in Section 18.52.036(d)(2) above;
- 186 and
- 187 l. Any other use determined by the Community Development Director to
- 188 be incidental to and compatible with residential land uses.
- 189

PLANNING COMMISSION SUMMARY

ITEM: Code Update: Short-Term Rentals
Proposed Amendments to Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code Regarding Short-Term Rentals

PLANNER: Caleb Jackson, AICP | Planner II

HEARING DATE: August 25, 2020

PLANNING COMMISSION FUNCTION:

To review the proposed code updates and make a recommendation to City Council.

Summary

Short-term rentals have been emerging across the country for the last several years on websites such as Airbnb and VRBO. This emerging land use has become popular to offer homes as lodging for visitors. Host Compliance, a leading nationwide contractor that provides tracking, permitting, and compliance for short-term rentals, found 88 unique rental units within city limits in December 2019. The Development Code does not currently address short-term rentals and most current operations would not be allowable under current City code. Because of their potential for neighborhood impacts and influences on the overall housing supply, the City of Greeley has reviewed short-term rentals, and the Housing Task Force recommends enacting applicable regulations that would create an allowance for short-term rentals to operate and become a positive addition to the community. In response to information gathered from the public, stakeholders, task force, Planning Commission, and City Council, staff has drafted a code update to implement a framework for short-term rentals. Such regulations (see Attachment A) are specific and targeted to short-term lodging for visitors, and do not impact the way that the City regulates residency for individuals staying at a property for 30 nights or longer.

Shifts in the Lodging Industry

Traditionally, temporary lodging for visitors in the Greeley area has been limited to hotels, motels, bed and breakfasts, and RV parks that meet defined health, safety, and accessibility requirements. These traditional accommodations are staffed, and, depending on their intensity, are limited to certain commercial, industrial, and high-density residential zoning districts. Conversely, short-term rentals tend to offer lodging in dwelling units customarily used for residents not typically subject to the same standards as formal lodging. Bringing lodging into neighborhoods has implications on the area's character and may present additional nuisance impacts due to their transitory nature, especially because short-term rentals are oftentimes unstaffed during stays. Impacts to surrounding residences such as parking additional vehicles and noise associated with vacationing visitors is an important consideration. The lack of specific regulations affects operators of short-term rentals and neighbors because of unclear expectations. Also, short-term rentals may reduce the amount of permanent housing in the city, which already has an inadequate supply.

Existing Greeley Regulations

The City of Greeley's existing regulations do not specifically address short-term rentals. Last year, as an interim step, the Community Development Director issued a code interpretation determining that short-term rentals are most similar to a boarding and rooming house as defined in Appendix 18-B of the Greeley Municipal Code. However, under the current code standards, most current short-term rentals are not allowed, and the City is not presently issuing business licenses and permits for short-term rentals due to a lack of regulations.

Impetus

The Strategic Housing Plan, adopted in 2019, tasks the City with developing short-term rental regulations to address concerns with short-term rentals. Through such oversight, the City aspires to provide a framework that ensures short-term rentals are a positive addition to the community with clear and predictable expectations. The goal of regulations would be to provide guidance for both existing and future short-term rentals.

With short-term rental regulations, common concerns could be addressed and mitigated:

1. Changes to neighborhood character
2. Additional nuisances including noise, trash, and parking
3. Conversion of dwelling units from residential to vacation lodging
4. Effects on traditional visitor lodging such as hotels
5. Unrealized tax revenue due to a lack of collection mechanisms
6. Tension with neighbors due to unclear expectations
7. Disillusionment with local government because of unaddressed problems caused by short-term rentals.

Housing Task Force

Staff reconvened the Housing Task Force that helped develop the Strategic Housing Plan to provide guidance regarding the regulatory framework for short-term rentals. The task force established 10 objectives to help frame the discussion:

1. Only adopt policy requirements that can and will be enforced
2. Keep regulations and processes simple and understandable
3. Tailor regulations to the scale and intensity of an operation
4. Use existing tools and frameworks when possible
5. Maximize the availability of affordable housing options by limiting dwelling unit conversions
6. Provide a level playing field in the lodging industry by ensuring short-term rentals pay appropriate taxes and abide by expected standards
7. Ensure public services funded by lodging tax receive proper revenue
8. Minimize work on compliance personnel by requiring permits and responsible local contacts
9. Allow residents to use their property to generate another source of income to help make ends meet
10. Encourage additional tourism to drive more business to local establishments and events

With the objectives providing a foundation, members of the Housing Task Force analyzed the practices used in other localities to regulate short-term rentals and created draft strategies tailored for Greeley. The framework proposed was initially described in three tiers:

Tier I - Owner occupants may rent out a spare bedroom to visitors on an ongoing basis in any neighborhood or zone.

Tier II – Owner occupants may rent out more than one spare bedroom nightly to visitors for 20% of the year in any neighborhood or zone.

Tier III – Dwellings may be converted from housing for residents into full-time short-term rentals only where traditional bed-and-breakfasts are already allowed: R-H, C-L, C-H, and I-L zoning districts.

In crafting code language (see Attachment A), Tier I and Tier II are consolidated into “accessory short-term rentals” and Tier III is described as “primary short-term rentals”. These are described further in the “Recommendation” section of this report.

Public Feedback

Feedback on the Housing Task Force’s recommendations regarding short-term rental regulations was solicited by a survey available at a public open house and online. Outreach was conducted via social media (Facebook, Twitter, NextDoor), press releases, a guest newspaper article, GreeleyGov.com, CityScoop newsletter, email lists, and other means. Almost 40 feedback forms were received. The feedback forms and results of a survey were provided to Planning Commission and City Council at worksessions that showed overall favorability towards accessory short-term rentals. Feedback regarding primary short-term rentals were more divided, with roughly even numbers expressing that the recommendations were either too restrictive or too lax. A larger number expressed that the recommendations for primary short-term rentals achieved the correct balance.

Stakeholder Input

Staff presented the recommendations to the Downtown Development Authority Board, Amy Dugan of Visit Greeley/Chamber of Commerce, and the Greeley Area Realtors Association. Emails inviting participation were also sent to the Northern Colorado Rental Housing Association, area hotels, and HOAs. Overall, the feedback was favorable to allowing short-term rentals, with multiple parties noting the relative simplicity of the proposed standards and licensing in comparison to peer communities.

Planning Commission

Planning Commission discussed the recommendation of the Housing Task Force regarding short-term rentals at a worksessions on January 28 and February 25, 2020. Staff incorporated adjustments to the recommendations, specifically clarifying that homeowners would be allowed to rent out more than one additional bedroom for 20% of the year without physically being out of town and away from their home.

City Council

City Council considered the recommendations for short-term rentals at worksessions on March 3 and July 14, 2020. Some Council members expressed an interest in ensuring that complying with licensing and reporting requirements be streamlined. The Finance Division has committed to exploring the arrangement of master agreements with the major short-term rental platforms to ease the burden on operators, similar to the City of Loveland’s master license agreement with AirBnb. On August 4, 2020, City Council initiated the topic moving forward to public hearings with Planning Commission and City Council regarding a code update.

Notice

A notice regarding the public hearing was published in the newspaper. Staff informed interested groups and individuals via email of the opportunity to participate at public hearings before Planning Commission and City Council regarding the code update.

Recommendation

The recommended code update regarding short-term rentals is attached (see Attachment A). The drafted code update incorporates the Housing Task Force recommendations adjusted to incorporate feedback from Planning Commission and City Council. Staff recommends the code update favorably. The update specifically amends the following portions of the Municipal Code to incorporate the adjustments needed to proceed with the recommendations of the Housing Task Force and incorporating worksession feedback from Planning Commission and City Council:

Appendix 18-B – Definitions	Update definitions for guest and operator. Add definitions for resident, accessory short-term rental, primary short-term rental, and visitor
Table 18.42-1 \ Minimum Parking Requirements Table	Add parking requirements for primary short-term rentals
18.30.070 – Table of Principal Land Uses	Add primary and accessory short-term rentals as Permitted or Design Review in certain zones
18.46.050 – Specific use design standards.	Add sub-section (b)(22) Primary short-term rental to the index
18.46.220 – Primary Short-Term Rental	Add sub-section for use-specific standards for primary short-term rentals
18.52.036 – Home occupations.	Update home occupations section to add standards for accessory short-term rentals

Recommended Motion

A motion that, based on the Summary and accompanying analysis, the Planning Commission find that the proposed amendments to Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code regarding Short-Term Rentals are necessary and appropriate to the intent of the Comprehensive Plan and to clarify administration of the Development Code, and recommend approval to City Council.

ATTACHMENTS:

- Attachment A: Proposed Code Update Redlines of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code Regarding Short-Term Rentals
- Attachment B: Proposed Clean Version of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code Regarding Short-Term Rentals

**Proposed Code Update Redlines of Appendix 18-B, Table 18.42-1,
Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section
18.52.036 of the Greeley Municipal Code
Regarding Short-Term Rentals**

This document is intended to show the proposed code updates of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code regarding short-term rentals. The proposed code update incorporates the recommendations from the Housing Task Force as revised through worksessions with Planning Commission and City Council.

Unaltered text denotes code language that is proposed to remain unchanged.

Underlined text denotes code language that is proposed to be added.

~~Stricken~~ text denotes code language that is proposed for deletion.

Proposed Code Update Redlines of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code Regarding Short-Term Rentals

Appendix 18-B

Accessory short-term rental shall mean the rental of a resident's dwelling unit, or portion thereof, to visitors.

Guest shall mean any individual not providing compensation for temporary accommodations at a resident's dwelling unit for no more than 30 continuous nights and no more than 30 nights in any calendar year. a person who is visiting at the principal or primary home of another person for up to thirty (30) days, and which home is not the principal or primary home of the guest.

Operator, as used in Chapter 18.56, shall mean 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. Operator in other chapters shall mean any individual or business conducting a land use at a site.

Primary short-term rental shall mean the rental to visitors of a dwelling unit that is not primarily occupied by a resident.

Resident shall mean any individual intending to or actually inhabiting a dwelling unit for more than 30 continuous nights or more than 30 nights in any calendar year.

Visitor shall mean any individual providing compensation for temporary accommodations at a lodging facility such as, but not limited to, a short-term rental, bed and breakfast, hotel, motel, or RV park.

Table 18.42-1 \ Minimum Parking Requirements Table

<u>Primary short-term rental</u>	<u>1 space per 2 bedrooms</u>
----------------------------------	-------------------------------

18.30.070

TABLE OF PRINCIPAL LAND USES

Uses/ Districts	R-L, R-E	R-MH	R-M	R-H	C-L	C-H	I-L	I-M	I-H	H-A	C-D	PUD
lodging:												
- bed and breakfast	--	--	--	D	D	D	D	--	--	--	--	*
- hotels, motels	--	--	--	--	--	P	P	--	--	--	--	*
<u>- accessory short-term rental</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>- primary short-term rental</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>D</u>	<u>D</u>	<u>D</u>	<u>D</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>*</u>

18.46.050(b)(22) Primary Short-term rental.

18.46.220 – Primary Short-Term Rental

The following provisions shall apply to all sites containing primary short-term rentals whether or not operations commenced prior to the effective date of these standards.

- (1) The maximum stay duration for any visitor at a primary short-term rental is 30 cumulative nights per calendar year. Individuals staying in excess of 30 continuous nights shall be considered residents and must comply with applicable occupancy and family standards within the dwelling unit's zoning district. Operators of primary short-term rentals may be required to provide logs of visitors occupying the property to the City at the request of the City.
- (2) Operators of primary short-term rentals must provide contact information to the City for a local representative residing within a 30 mile radius of the primary short-term rental that can immediately respond to issues raised by City personnel, public safety personnel, utility providers, or other situations requiring assistance.
- (3) All listings or advertisements for the short-term rental of properties within the City of Greeley must include the business license number in the listing or advertisement.
- (4) Occupancy limits shall be in compliance with applicable building and/or fire standards.
- (5) In buildings with nine (9) or fewer dwelling units under the same ownership, operators may use no more than one (1) unit as a primary short-term rental.
- (6) In buildings with ten (10) or more dwelling units under the same ownership, operators may use no more than twenty percent (20%) of the units as primary short-term rentals.

18.52.036 – Home occupations.

(d) Home occupation requirements.

- (1) A home occupation shall be permitted as an accessory use to a dwelling, provided that all of the following conditions are continuously met:
 - a. The exterior appearance of the dwelling and lot shall not be altered, nor shall the occupation within the dwelling be conducted in a manner which would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting or signage, or by the emission of sounds, noises, dust, odors, fumes, smoke or vibrations detectable outside the dwelling.
 - b. All persons involved in carrying on the home occupation on the premises shall be legal and regular inhabitants of the dwelling unit. No other employees associated with the home occupation may be at the site for the purpose of conducting any part of the business operation with the exception of accessory short-term rentals.

Proposed Code Update Redlines of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code Regarding Short-Term Rentals

- c. The dwelling unit shall continue to be used primarily for residential purposes, and the occupational activities shall be harmonious with the residential use.
- d. There shall be no sale and/or display of merchandise which requires customers to go to the property, except as provided in Subsection (2) below.
- e. Vehicular traffic associated with the home occupation shall not adversely affect traffic flow and parking in the area. No more than one (1) customer or client vehicle associated with the home occupation shall be at the home at a time, and no more than ten (10) customer/client visits to the home per week and no more than two (2) trips per week shall be related to the delivery of products and/or materials, with the exception of child care homes and accessory short-term rentals.
- f. No more than twenty percent (20%) of the living space shall be used for the home occupation and any related storage of materials and supplies, except ~~where the home occupation is a for~~ board and care homes ~~or a~~, child care homes s, and accessory short-term rentals shall meet state requirements, where applicable. In no event shall the garage be counted toward the total living space area, except as provided in Subsection (2) below.
- g. The home occupation shall be confined within the dwelling unit ~~which shall be the principal building and use on the lot~~, except as provided in Subsection (2) below, and shall not include use of the garage, whether attached or detached, except for the parking of a vehicle associated with the home occupation.
- h. The use of utilities shall be limited to that normally associated with the use of the property for residential purposes. Electrical or mechanical equipment which creates audible interference in radio receivers or visual or audible interference in television receivers, or causes fluctuations in line voltage outside the dwelling unit, shall be prohibited.
- i. There shall be no on-premises signs advertising the home occupation.
- j. Activities conducted and equipment and material used or stored shall comply with the Building Code.
- k. There shall be no use or storage of mechanical equipment not recognized as being a part of normal household or hobby use.

Proposed Code Update Redlines of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code Regarding Short-Term Rentals

- 105 l. Only one (1) vehicle, not to exceed one (1) ton capacity, and one (1) trailer
106 which cannot exceed fifteen (15) feet, may be related to and used in
107 conjunction with the home occupation and shall be parked on site except
108 for accessory short-term rentals and as provided in Subsection (2) below.
109 ~~(See also Subsection 18.38.020(p).)~~
- 110 m. Only one (1) home occupation shall be permitted per residence unless
111 more than one (1) home occupation can be operated ~~using the same area~~
112 ~~within the residence, which shall constitute no more than twenty percent~~
113 ~~(20%) of the living space and can operate~~ within the parameters of a
114 single home occupation.
- 115
- 116 n. The conditions herein may be altered upon reasonable cause and with
117 approval of the Community Development Director.
- 118
- 119 o. Any resident offering accessory short-term rentals shall also abide by the
120 following standards whether or not operations commenced prior to the
121 effective date of these standards:
- 122 1. Any resident offering accessory short-term rentals may rent a
123 maximum of one (1) bedroom per night within their dwelling unit
124 to visitors on a continuous basis and may not rent other portions of
125 a dwelling unit to visitors as sleeping areas. In such cases, a
126 resident of the dwelling unit must be staying in the dwelling unit
127 each night that the bedroom is rented to visitors. Contact
128 information for the resident must be provided to the City and the
129 resident must immediately respond to issues raised by City
130 personnel, public safety personnel, utility providers, or other
131 situations requiring assistance.
- 132 2. A resident may rent out more than one (1) bedroom per night, up to
133 the entire dwelling unit, as an accessory short-term rental for no
134 more than 73 nights per year. In such cases, operators of primary
135 short-term rentals must provide contact information to the City for
136 a local representative residing within a 30 mile radius of the
137 primary short-term rental that can immediately respond to issues
138 raised by City personnel, public safety personnel, utility providers,
139 or other situations requiring assistance
- 140 3. When renting one (1) bedroom per night to visitors, occupancy of
141 an accessory short-term rental is limited to the residents of the
142 dwelling unit, two adult visitors over the age of eighteen (18), and
143 two minor visitors under the age of eighteen (18). The number of

Proposed Code Update Redlines of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code Regarding Short-Term Rentals

occupants may not exceed the number allowed by applicable building and/or fire standards.

4. When renting more than one (1) bedroom per night or the entire dwelling unit to visitors, occupancy of an accessory short-term rental is limited to the lesser of either no more than eight (8) visitors regardless of age plus residents or the maximum allowable per applicable building and/or fire standards.

5. Operators of accessory short-term rentals must obtain required licenses and permits, such as a business license, sales tax license, and home occupation permit.

6. The Community Development Director may create a self-inspection checklist for accessory short-term rentals. In its discretion, the Department of Community Development may require operators of accessory short-term rentals to provide a completed checklist confirming that the dwelling unit has appropriate safety features. The Community Development Director may require reasonable building and/or site improvements to ensure the safety of visitors.

7. Individual visitors may neither stay at an accessory short-term rental for more than fourteen (14) consecutive nights nor more than 30 cumulative nights per calendar year. The City may require operators to provide booking logs to ensure compliance with this standard.

8. Dwelling units containing an accessory short-term rental must be owned with no less than 50% interest by a natural person who is a resident of the dwelling unit. The subject dwelling unit must be the primary residence in which the resident owner resides at least 180 nights per calendar year.

9. All listings or advertisements for the short-term rental of properties within the City of Greeley must include the business license number in the listing or advertisement.

(e) Permitted home occupations.

(1) The following list of permitted home occupations are examples of those occupations which are considered to be incidental to and compatible with residential land uses subject to all provisions of Section 18.52.036(d), as applicable:

- a. Art or photo studio;
- b. Sewing or tailoring;

Proposed Code Update Redlines of Appendix 18-B, Table 18.42-1, Section 18.30.070, Section 18.46.050, Section 18.46.220, and Section 18.52.036 of the Greeley Municipal Code Regarding Short-Term Rentals

- 183 c. Professional office;
- 184 d. Teaching or tutoring;
- 185 e. Child care home;
- 186 f. Board and care home;
- 187 g. Clerical, word processing or desktop publishing services;
- 188 h. Barber or beauty shop (for the purposes of this Section, body piercing
- 189 and tattoo establishments shall not constitute a beauty shop);
- 190 i. Massage therapists who are state-certified;
- 191 j. Accessory short-term rentals;
- 192 j.k. Agricultural produce sales as provided in Section 18.52.036(d)(2) above;
- 193 and
- 194 k.l. Any other use determined by the Community Development Director to
- 195 be incidental to and compatible with residential land uses.
- 196

Council Agenda Summary

September 1, 2020

Agenda Item Number 14

Key Staff Contact: Maria E. Gonzalez Estevez, Human Resources, Phone # 970-888-1857

Title:

Introduction and first reading of an ordinance ratifying and adopting the Collective Bargaining Agreement between the Greeley Firefighters Union and the City of Greeley, Colorado, which agreement by its terms is for a period commencing January 1, 2021 through December 31, 2021

Summary:

The City of Greeley and Greeley Fire Fighters Union International Association of Fire Fighters Local 888 have negotiated a tentative agreement for a one year contract for the period of January 1, 2021 to December 31, 2021. The terms and duration of the contract were based on the economic and financial uncertainties and complications created by the COVID-19 pandemic. The highlights of the tentative agreement are summarized below:

- **Article VIII – Layoff and Recall Procedures (addition of new sec. 3)**
SECTION 3. No later than thirty (30) calendar days prior to the effective date of such a layoff, the City shall provide the Union a statement of the reasons necessitating the layoff. The individuals selected for layoff will be notified fourteen (14) calendar days before the actual layoff. The notice periods referenced by this section may run concurrently.
- **Article X – Promotion (addition of new sec. 4(c))**
SECTION 4. Eligibility. Candidates for promotional examination must have the following qualifications:
c) For promotion to the rank of Fire Captain, the candidate must have had a minimum of two (2) years' experience as a Fire Lieutenant with the Greeley Fire Department.
- **Article XII – Leaves (changes to C(4) and updates to E)**
C. HOLIDAYS
SECTION 4. Firefighters cannot carry over unused holiday leave from one year to the next. Holiday leave time accrued beginning January 1, 2021 and ending December 31, 2021 but not used by December 31, 2021 will be forfeited.
E. PERSONAL LEAVE DAY
Once each year shift personnel may convert up to 24 hours of accrued sick leave to Personal Leave (Personal Leave Day). Once each year day personnel may convert up to 8 hours of accrued sick leave to Personal Leave (Personal Leave Day). Personal leave hours are to be scheduled in advance of the date to be taken. If a Fire Fighter chooses not to take Personal Leave, the Fire Fighter may carry the hours from one year to the next as sick leave up

to the maximum accrual. Firefighters must request and use converted time in a calendar year with the last available date being;
December 22, 2021 for 2021 calendar year

- **Article XIII – Wages (language change to enact no increases)**

For Calendar year 2021 only, Fire Fighters will move within grade upon satisfactorily completing all requirements on their anniversary date, but will not receive any pay step increase. For the duration of the 2021 contract term, they will be paid at the rate they were receiving as of December 31, 2020. The time for performance appraisal will be based on the Fire Fighters anniversary date. Fire Fighters who promote will receive the salary effective December 26, 2019 for the promoted position.

- **Article XV – Post Employment Health Plan (language cleanup)**

Firefighters shall be required to contribute annually to a Post Employment Health Plan (PEHP) or similar retirement savings plan in accordance with the terms and conditions of the plan's participation agreement as approved by the membership. The City agrees to deduct the contribution from the biweekly paycheck of each Fire Fighter. The Union agrees that the City will not be responsible for administrative or other fees or costs associated with administration of the plan.

- **Article XXI – Staffing (new article)**

ARTICLE XXI

STAFFING

SECTION 1. The City and the Union recognize the goal of the Greeley Fire Department is to provide the citizens a high level of service while maintaining the safety of its firefighters. Without abrogating or limiting the management rights set forth in Article IV it is the Parties' goal to staff as follows:

- A. Each Engine Company should have an assignment of four (4) with a minimum of three (3) line personnel.
- B. Each Ladder/Truck Company should have a minimum of four (4) line personnel; and
- C. Each Battalion should have a minimum of two (2) Captains per shift.

SECTION 2. The City will engage in good faith efforts to meet these levels for the term of the 2021 Collective Bargaining Agreement between the Parties. However, the City retains discretion to change staffing to meet City needs. When the City decides that a change to the staffing levels identified above is necessary, the City will meet with the Union to discuss why those changes are necessary and receive feedback from Union representatives prior to making those changes. When the conditions that cause a reduction in staffing are financial in nature, an evaluation of how and if staffing levels can be restored to the levels identified above shall be performed in conjunction with the Union.

- **Article XXIII – Duration (one year duration)**

SECTION 1. This agreement shall be effective January 1, 2021 and shall continue to and include December 31, 2021. This contract is subject to appropriation and availability of City funds on an annual basis.

The tentative agreement was presented to the IAFF local membership and was approved by a vote of 31 in favor and 15 opposed.

The tentative agreement is presented to the City Council for its consideration and approval.

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:

Consideration of this matter is a legislative process.

Other Issues and Considerations:

None.

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 September 15, 2020.

Attachments:

Ordinance

Fire Collective Bargaining Agreement 2021

Union President Signature Page

THE CITY OF GREELEY, COLORADO
ORDINANCE NO. __, 2020

AN ORDINANCE RATIFYING AND ADOPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE GREELEY FIREFIGHTERS UNION AND THE CITY OF GREELEY, COLORADO, WHICH AGREEMENT BY ITS TERMS IS FOR A PERIOD COMMENCING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021.

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

Section 1. The City Council ratifies and adopts the Collective Bargaining Agreement between the City of Greeley and the Greeley Firefighters Union which agreement by its terms is for the period commencing January 1, 2021 through and including December 31, 2021. A copy of the contract is attached hereto and incorporated herein as Appendix A.

Section 3. The ordinance shall become effective five (5) days after its final publication.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF SEPTEMBER, 2020.

ATTEST:

THE CITY OF GREELEY, COLORADO

CITY CLERK

By: _____
JOHN GATES, MAYOR

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GREELEY FIRE FIGHTERS UNION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 888

AND

CITY OF GREELEY

JANUARY 1, 2021 - DECEMBER 31, 2021

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ARTICLE I PREAMBLE

The purpose of this Agreement is to promote and ensure harmonious relations, cooperation, and understanding between the City of Greeley and members of the Greeley Fire Department who are represented by Local 888 of the International Association of Firefighters; and to provide a workable process for equitable and peaceful adjustments of differences which may arise concerning compensation, hours, working conditions, grievance procedures, collection of dues or fees, and other terms and conditions of employment.

ARTICLE II RECOGNITION

The City of Greeley, hereinafter referred to as "City", recognizes Local 888, International Association of Fire Fighters, hereinafter referred to as "Union", as the exclusive bargaining agent for purposes of this Agreement. All sworn Fire Fighters of the Greeley Fire Department, except the ranks of Chief and Division Chief, shall be covered by this Agreement.

Whenever the term "shift personnel" is used, the reference applies to Fire Fighters assigned to work twenty four-hour shifts. Whenever the term "day personnel" is used, the reference applies to Fire Fighters assigned to work forty hour work weeks.

ARTICLE III NONDISCRIMINATION

There shall be no coercion, intimidation, or discrimination on the part of either the City, the Union, or their respective agents against any employee covered by this Agreement which would violate applicable laws because of age, race, creed, color, sex, ancestry, religion, national origin, or disability.

ARTICLE IV RIGHTS OF MANAGEMENT

SECTION 1. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of management, and that exercise of any such rights or functions shall not be subject to any grievance procedure, except as to resolution of whether or not a specific matter is a management right. The exercise of the rights of management will be consistent with the overall goals and objectives of City of Greeley and of the Fire Department administration. The below enumerated rights of management are not all-inclusive, but indicate the type of matters or rights which belong or are inherent to management. Any of the rights, powers and authority the City had prior to entering into this Agreement are retained by the City, and nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the City and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibility thereof to the people of this City, except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, as used herein, the term "Rights of Management" includes:

- a) the determination of Fire Department mission and policy including the right to manage the affairs of the Fire Department in all respects;
- b) the right to assign working hours including overtime;
- c) the right to establish, modify, or change work schedules, staffing of equipment, amount of equipment in the main or reserve fleet, and number of personnel to carry out its mission, etc.;
- d) the right to assign Fire Fighters to other duties within the Fire Department when their equipment is out of service;
- e) the right to direct the members of the Fire Department, including the right to hire, promote, transfer, discipline, and discharge any Fire Fighter for just cause;
- f) the organizational structure of the Fire Department including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department and the determination of the job classifications and ranks based upon duties assigned;
- g) the determination of the safety, health, and property protection measures for the Fire Department;
- h) the allocation and assignment of work to Fire Fighters within the Fire Department;
- I) the determination of policy affecting the selection or training of new employees;
- j) the determination of policy affecting the on-going training and certification of Fire Fighters;
- k) the scheduling of operations;
- l) the establishment, amendment and enforcement of Fire Department rules, regulations, and orders;
- m) the transfer of work from one position to another within the sworn Fire Fighter positions of the Greeley Fire Department;
- n) the introduction of new, improved or different methods and techniques of operation of the Fire Department or a change in existing methods and techniques;
- o) the placing of service, maintenance or other work with outside contractors or other agencies of the City;
- p) the determination of the number of ranks and number of Fire Fighters within each rank;

- q) the determination of the amount of supervision necessary;
- r) the transfer of Fire Fighters from one division, shift or station to another.

SECTION 2. The provisions of this Agreement do not prohibit the City from directing any person not covered by this Agreement from performing any task.

SECTION 3. The City of Greeley has the authority to determine the purpose and mission of the Greeley Fire Department and the amount of budget adopted thereto.

ARTICLE V LABOR MANAGEMENT COMMITTEE

SECTION 1. The City and the Union agree to establish a Labor Management Committee. The committee will consist of at least one and no more than three (3) representatives of the Union, as elected by Union members, with the same number of management representatives, as designated by the Fire Chief. The purpose of these meetings will be to discuss matters and objectives of mutual concern not involving grievances or specific employee disciplinary matters.

SECTION 2. Meetings will be scheduled every other month at times mutually agreed upon. By mutual consent meetings can be scheduled more frequently. If meetings are scheduled when a representative(s) is on duty, arrangements will be made to allow all such representative(s) to attend such meetings on duty time. Attendance at meetings scheduled when a representative(s) is not on duty is voluntary.

ARTICLE VI UNION ACTIVITY AND COLLECTION OF DUES OR FEES

SECTION 1. The parties agree that membership in the Union will be on a voluntary basis on the part of each Fire Fighter. No Fire Fighter shall be required to become or remain a member of the Union as a condition of employment.

SECTION 2. Neither the City nor the Union, its officers, agents, representatives or members will intimidate, interfere with or coerce either Union or Non Union Fire Fighters. Union activity or Union business of any kind can only be carried on during working hours with the written permission in advance from the Fire Chief. Failure of the City to enforce any of the provisions of this section, for any reason, on any one or more instances shall not be considered a waiver of any of its provisions.

SECTION 3. The City will accept a signed dues or fees deduction authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of established monthly dues or fees required by the Union (certified by the Treasurer of the Local Union as the proper amount). Such authorization shall remain in effect unless revoked by the Fire Fighter in writing by sending written notification by certified mail to the City with a copy of such notification sent by certified mail to the Union.

SECTION 4. The deduction of Union dues or fees shall be made on each paycheck following the pay period in which the authorization was received. The deductions provided herein shall be remitted to the Treasurer of the Union no later than five working days following the payment date in which deductions were made and shall include all deductions made in that period. The City shall furnish, upon request of the Union Treasurer, a deduction listing.

SECTION 5. The City agrees to grant time off to one of the two principle officers, Union President or Union Secretary, to attend the monthly meetings of the Local. The Union agrees to give a minimum of seven (7) calendar days advance notice to the Fire Chief or the Chief's designee. This provision will only be allowed if the Department is not at the minimum staffing level at the time of the absence of the individual.

SECTION 6. The Union shall indemnify the City and hold it harmless against all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of, any action taken by the City for the purpose of complying with the provisions of this Agreement unless such loss or damage is intentionally caused or contributed to by the action of the City.

SECTION 7. The Union expressly herein agrees that it will not institute or participate in, except as a co-defendant or a co-plaintiff with the City, any claim, lawsuit or other legal proceeding, challenging the language of this Agreement as being violated or void under law.

The Union further expressly herein agrees that in the event that any claim, lawsuit or legal proceeding is filed or commenced by any member or members of the Bargaining Unit, acting on their own personal behalf and not on behalf of the Union, challenging the language of this Article as being violative or void under law, the Union shall join with the City in defending, as a party defendant, the provisions and language of this Article. The City and the Union will pay their own defense costs in such a litigation.

ARTICLE VII NO STRIKE CLAUSE

SECTION 1. During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members agree that so long as this Agreement or any written extension hereof is in effect, neither the bargaining representative nor the Fire Fighters nor any person acting in concert with them will cause, sanction, promote, or take part in any strike (economic, sympathy, unfair labor practice, or otherwise), walkout, sitdown, slowdown, stoppage of work, abnormal absenteeism, or withholding of services.

SECTION 2. Any employee who violates this provision shall be subject to disciplinary action, including discharge, and such action shall not be raised as a grievance or be subject to the arbitration provision of this Agreement.

SECTION 3. In the event of a strike in violation of this Agreement, the City shall have the right to permanently replace any employee on strike. In the event an employee is continued in employment after the termination of a strike in violation of this Agreement, such employee shall neither be entitled to any fringe benefit contained in this Agreement nor any accrual thereof during the period of such strike,

nor shall the Fire Fighter, for the duration of the strike, accumulate seniority or length of service for any purpose under this Agreement.

SECTION 4. Claims or suits for damages filed by either party resulting from a violation of this Article shall not be subject to the mandatory arbitration provisions set forth in this agreement.

SECTION 5. In the event of violation of this Article by an official action of the Union, the City has the exclusive option to rescind this entire Agreement or any part thereof.

ARTICLE VIII LAYOFF AND RECALL PROCEDURES

SECTION 1. For purposes of this Agreement, "continuous service" shall mean the period of continuous employment in the Fire Department from the most recent date of hire without a break or interruption; provided that any suspension for disciplinary purposes or absences on authorized leave without pay shall not constitute a break or interruption of service so long as it does not exceed 30 calendar days. A list of Fire Fighters arranged in order of continuous service shall be made available for examination at the end of each calendar year. Where two or more Fire Fighters were appointed on the same date, their continuous service standing shall be determined in the order of their rank on the eligibility list from which they were hired.

SECTION 2. The City in its sole discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, Fire Fighters will be laid off in accordance with their continuous service. Fire Fighter(s) with the least continuous service will be laid off first.

SECTION 3. No later than thirty (30) calendar days prior to the effective date of such a layoff, the City shall provide the Union a statement of the reasons necessitating the layoff. The individuals selected for layoff will be notified fourteen (14) calendar days before the actual layoff. The notice periods referenced by this section may run concurrently.

SECTION 4. In the event that positions with a higher classification than Firefighter are reduced in force, employees in such reduced classifications with the least continuous service in that classification shall be allowed to displace (bump) Fire Fighters in a lower classification. The salary for the Fire Fighter who has exercised bumping rights shall be reduced to the respective salary schedule. Fire Fighters shall be eligible to exercise bumping rights in reverse order of their length of service in the classification. The Fire Fighter exercising bumping rights shall maintain and continue to accrue seniority as though the reduction in force had not occurred.

SECTION 5. Fire Fighters who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, Fire Fighters who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

Fire Fighters recalled under this section shall not be required to take a written examination or participate in an oral interview but will be required to maintain certifications and may be required to successfully complete the medical screening and background portions of the screening process.

SECTION 6. Notice of recall for a Fire Fighter who is eligible for recall shall be sent to the Fire Fighter and the local president by registered mail. Fire Fighters must notify the Fire Chief of their intention to return to work within seven (7) calendar days after the notice of recall is mailed by the City. If the Fire Fighter fails to be available to return to work within fourteen (14) calendar days after notifying the Fire Chief of intent to return to work, the Fire Fighter shall be deemed to have resigned.

The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the Fire Fighter. It is the responsibility of the Fire Fighter to provide the Fire Chief with a current mailing address.

No new employees shall be hired into a classification until all employees who are on a lay-off status from that classification have been offered recall.

ARTICLE IX GRIEVANCE PROCEDURE FOR AGREEMENT VIOLATIONS

SECTION 1. A grievance under this Agreement shall be confined to an alleged violation of any express provision of this Agreement except that a grievance of the provisions relating to promotions shall follow the grievance process under Article X. Any Fire Fighter or group of Fire Fighters may discuss any matter informally with their supervisor without invoking the formal grievance procedure provided for in this Article and are encouraged to resolve matters at the lowest level of supervision. No resolution reached via informal discussion may conflict with a term of the contract. Informal resolutions are not binding on the City or the Union.

SECTION 2. Except as otherwise stipulated, a grievant may, upon request, be represented at any level of the grievance procedure by a representative of the grievant, or by legal counsel. The time limit set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision.

In the event of failure to answer a grievance within the time limit provided, it shall be considered a denial and the grievant may appeal the grievance to the next step of the procedure in accordance with the time limitation specified. Extensions of time may be requested by either party, and must be mutually agreed upon by both parties. To be effective, any extension of time must be set forth in writing.

SECTION 3. A grievance must be initiated only by a grievant, it must be signed by all aggrieved Fire Fighters who are to be included in any resolution thereof. The grievant must reduce the entire grievance and all the reasons thereof to writing along with the provisions of this Agreement which are alleged to have been violated. The written grievance must be dated and signed by the grievant and submitted to the Division Chief, or the Division Chief's designee with a copy to the Fire Chief or the Chief's designee, the City's Attorney, and the City of Greeley Human Resources Director, and the local

president within seven (7) calendar days of the date the grievant knew or should have known the facts which gave rise to the grievance.

SECTION 4. The Division Chief or the Division Chief's designee shall meet with the grievant in an effort to resolve the grievance within seven (7) calendar days after being presented with the written grievance. The Division Chief or the Division Chief's designee must respond in writing to the grievant within seven (7) calendar days following the meeting with the grievant.

SECTION 5. If the grievance has not been satisfactorily resolved with the Division Chief, the grievant may appeal the decision to the Fire Chief or the Chief's designee in writing within seven (7) calendar days of receipt of the response of the Division Chief or the Division Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the Fire Chief or Chief's designee shall discuss the grievance with the grievant. The Fire Chief or Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 6. If the grievance is not mutually resolved with the Fire Chief or the Chief's designee, the grievant may appeal the grievance in writing to the City Manager or the City Manager's designee in writing within seven (7) calendar days of receipt of the response from the Fire Chief or the Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the City Manager or the City Manager's designee shall discuss the grievance with the grievant. The City Manager or the City Manager's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 7. If the grievance is not mutually resolved with the City Manager, the Union president must give written notice of intent to seek final and binding arbitration to the City Manager within fourteen (14) calendar days. Within seven (7) calendar days of the written notice of intent to arbitrate, the parties shall attempt to select a neutral arbitrator to hear and determine the dispute. In the event the parties are unable to agree upon a neutral arbitrator, either party or its representative may refer the matter to the American Arbitration Association or the Federal Mediation and Conciliation Service to request a panel of seven (7) arbitrators and the parties shall choose the arbitrator in accordance with the rules of the respective association. The findings of the arbitrator shall be final and binding on all parties concerned.

SECTION 8. The Arbitrator will have the authority to hold hearings and make procedural rules.

SECTION 9. The findings of the Arbitrator shall be consistent with law and the terms of this Agreement. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement, nor shall the Arbitrator have jurisdiction to determine that the parties by practice or implication have amended or supplemented this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The Arbitrator shall be in power to determine only the issue raised by the grievance as submitted in writing by the grievant. The Arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The Arbitrator shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations of the administrative bodies that have the force and effect

of law. The Arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law or applicable court decisions.

SECTION 10. The cost of any arbitration as well as the Arbitrator's fee shall be borne equally by the parties to the Agreement. Any legal representation or costs incurred by each party in preparing or presenting their case in arbitration shall be borne by the party incurring the expense.

SECTION 11. Either party may request a Certified Court Reporter to take a stenographic report of the evidence taken at an arbitration hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the Arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other parties shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic report.

SECTION 12. The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless mutually extended by the parties.

SECTION 13. Anything in this Agreement to the contrary notwithstanding, the following matters are not subject to the grievance procedures of this Agreement:

- a) Any grievance which is not filed in accordance with the provisions of this Article or does not meet the definition of a grievance as set forth in this Article; or
- b) Any matter reserved solely to the Rights of Management or to the discretion of the City or the Fire Chief by the terms of this Agreement, except as to the resolution of whether or not a matter is a specific Right of Management; or
- c) Any matter which would require a change from the wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment as set forth in this Agreement; or
- d) Any matter which is not covered by this Agreement; or
- e) Any matter covered by the City of Greeley Employee Handbook, the official Standard Operating Procedures of the Greeley Fire Department, State and Federal Statutes and Constitutional Provisions except to the extent that any such matter is addressed in the Agreement and the grievance alleges that the City has violated an express provision of this Agreement.

ARTICLE X PROMOTION

A. PROMOTION

SECTION 1. Promotional Committee.

- a) Purpose - It shall be the purpose of the Promotional Committee to establish, monitor and approve each testing procedure according to the guidelines of this Article.
- b) Composition - The committee shall consist of an appointee of the Fire Chief, and an appointee of the Union. Appointees must be at least equal to the rank/grade for the position being tested for. The committee may use any other person agreed to by the committee members as necessary to carry out its purpose.
- c) Functions of Committee - The committee is charged with preparing and finalizing specific tests and procedures for establishing a list of qualified candidates.

SECTION 2. Testing and Administration. Testing for promotions, shall be practical and adapted to determine the ability of applicants to perform the essential functions and duties of a particular position. Testing for promotions will always include a Chief panel interview (except for engineer positions). The composition of the panel will be determined by the Fire Chief. All applicants passing the written test (if administered) will be eligible for an interview and all interviews will be scored. The interview score will constitute 45% of the candidate's total aggregate promotional score.

- a) All approved components of the testing process shall be scored with the final score of applicants being an aggregate of all components.
- b) All approved applicants shall be subjected to the same testing.
- c) Any part or all of the testing or administration of any tests may be delegated or contracted by the Promotional Committee to appropriate parties other than the Promotional Committee.

SECTION 3. Notice. Notice of testing shall be posted at least ninety (90) days preceding the date of the first test for the position and shall include a description of the position, reference lists, testing components and procedures, feedback, and such other information as the Promotional Committee may deem pertinent. Notice of selection procedures will be included in the posting. All applications for testing shall be in writing on an approved form.

SECTION 4. Eligibility. Candidates for promotional examination must have the following qualifications:

- a) For promotion to the rank of Fire Engineer, the candidate must have had a minimum of three (3) years' experience as a Firefighter with the Greeley Fire Department.

- b) For promotion to the rank of Fire Lieutenant, the candidate must have had a minimum of five (5) years' experience as a Firefighter and/or Engineer with the Greeley Fire Department.
- c) For promotion to the rank of Fire Captain, the candidate must have had a minimum of two (2) years' experience as a Fire Lieutenant with the Greeley Fire Department.

SECTION 5. Test Results. The results of tests shall be placed in order of finish from highest to lowest of applicants and approved by the Promotional Committee for transmittal to the appointing authority. Candidates shall be ranked by the order of their aggregate test scores. Candidates with the same score shall be placed in the order of their seniority on the Greeley Fire Department.

SECTION 6. Selection. Applicant test results shall be posted (as described in Section 5 above) and promotional appointments covered under this agreement will be made in order of appearance on the posted promotional results.

SECTION 7. Feedback. Feedback will be provided to candidates following the promotional process in a format agreed upon by the Promotional Committee.

SECTION 8. Promotional Process for Ranks Not Listed in the Contract. For promotion to any rank not listed in this contract, input from the bargaining agent may be considered by the Fire Chief or the Fire Chief's designee.

B. GRIEVANCE PROCEDURE FOR PROMOTION

SECTION 1. A grievance under this Article shall be confined to an alleged violation of any express provision of this Article regarding promotional processes. Any Fire Fighter or group of Fire Fighters may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in this Article and are encouraged to resolve matters at the lowest level of supervision.

SECTION 2. A grievant may, upon request, be represented at any level of the grievance procedure by a representative of the grievant, or by legal counsel. The time limit set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure within the time limits provided at any step, such grievance shall be declared closed and settled on the basis of the most recent City decision.

In the event of failure to answer a grievance within the time limit provided, it shall be considered a denial and the grievant may appeal the grievance to the next step of the procedure in accordance with the time limitation specified. Extensions of time may be requested by either party, and must be mutually agreed upon by both parties. To be effective, any extension of time must be set forth in writing.

SECTION 3. A grievance must be initiated only by a grievant, it must be signed by all aggrieved Fire Fighters who are to be included in any resolution thereof. The grievant must reduce the entire grievance and all the reasons thereof to writing along with the promotional issue which the grievant wishes to grieve. The written grievance must be dated and signed by the grievant and submitted to the

Division Chief, or the Division Chief's designee with a copy to the Fire Chief or the Chief's designee within seven (7) calendar days of the date the grievant knew or should have known the facts which gave rise to the grievance.

SECTION 4. The Division Chief or the Division Chief's designee shall meet with the grievant in an effort to resolve the grievance within seven (7) calendar days after being presented with the written grievance. The Division Chief or the Division Chief's designee must respond in writing to the grievant within seven (7) calendar days following the meeting with the grievant.

SECTION 5. If the grievance has not been satisfactorily resolved with the Division Chief, the grievant may appeal the decision to the Fire Chief or the Chief's designee in writing within seven (7) calendar days of receipt of the response of the Division Chief or the Division Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the Fire Chief or Chief's designee shall discuss the grievance with the grievant. The Fire Chief or Chief's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 6. If the grievance is not mutually resolved with the Fire Chief or the Chief's designee, the grievant may appeal the grievance to the City Manager or the City Manager's designee in writing within seven (7) calendar days of receipt of the response from the Fire Chief or the Chief's designee. Within seven (7) calendar days of receipt of the appeal of the grievance, the City Manager or the City Manager's designee shall discuss the grievance with the grievant. The City Manager or the City Manager's designee must give the grievant an answer in writing within seven (7) calendar days of the holding of such meeting.

SECTION 7. If the grievance is not mutually resolved with the City Manager or the City Manager's designee, the grievant may file an appeal to the Civil Service Commission, with a copy to the Fire Chief and to the Human Resources Director, within seven (7) calendar days of receipt of the response from the City Manager or the City Manager's designee. The Commission shall, within fourteen (14) calendar days of receipt of the written appeal, schedule a hearing on the matter and within seven (7) calendar days of the hearing shall render its decision in writing to the appellant, which decision shall be final.

SECTION 8. The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless mutually extended by the parties.

ARTICLE XI WORK HOURS

SECTION 1. The twenty-four (24) hour Fire Fighters shall continue to work in the three-platoon, twenty-four hour shift. For the term of this agreement Fire Fighters assigned to a 28-day work cycle shall work nine or ten 24-hour shifts or a total of 216 or 240 hours per cycle. A shift will be considered 24 hours. A rotation shall be two consecutive shifts equaling 48-hours on duty, followed by four consecutive shifts equaling 96 hours off-duty.

SECTION 2. Fire Fighters who work twenty-four hour shifts shall commence work at 7:00 a.m.

and continue through to 7:00 a.m. the following day.

SECTION 3. Fire Fighters who are assigned by the Fire Chief to work days will work 80 hours in a two week period. The work cycle begins after midnight Wednesday and continues to and includes the second following Wednesday midnight.

SECTION 4. The pay dates for Fire Fighters will be bi-weekly.

SECTION 5. This Article is intended to identify the normal hours of work. It will not be construed as a guarantee of hours of work per day, per shift or of days of work per week or work cycle as it relates to time for training, emergency call back, transfers, light duty, Fire Department operations and/or other unusual circumstances that may arise.

ARTICLE XII LEAVES

A. LEAVE ADMINISTRATION

SECTION 1. Fire Fighters will be paid at their regular base rate of pay for paid leave granted but in no case more than twenty-four (24) hours per shift for shift personnel or regularly scheduled hours missed for day personnel but in no case more than 80 hours in a two week period for day personnel. The rate for paid leave will be the Fire Fighter's regular, straight time rate of pay in effect for the Fire Fighter's regular job at the time the leave is taken.

SECTION 2. Time spent on any type of paid or unpaid leave will not be considered as hours worked for purposes of overtime calculation.

SECTION 3. Vacation, holiday, personal leave, and compensatory leave must be requested in advance and be approved before it can be taken. Vacation, holiday, personal leave, and compensatory leave will be scheduled at the discretion of the Fire Chief or the Chief's designee in accordance with departmental policy.

SECTION 4. Fire Fighters will not accrue vacation or holiday for any month during which they are on layoff, leave of absence, or other forms of unpaid status.

SECTION 5. A Fire Fighter who terminates for any reason will receive vacation, holiday, and compensatory pay for the actual amount accrued at the time of the separation from employment except that leave accruals are not prorated. The amount of payment for said vacation, holiday and compensatory leave will be calculated based on the Fire Fighter's regular, straight time hourly rate of pay in effect for the Fire Fighter's regular job on the Fire Fighter's last day of work.

SECTION 6. Seniority for Fire Fighters shall determine priority in selecting scheduled leave. Fire Fighters who were hired on the same date, will have their seniority determined by their hiring ranking.

SECTION 7. Due to department workload, Captains regularly exceed normal work hours. Outside of Constant Staffing in Rank, Emergency call-in & Emergency staffing, Captains will receive 120 hrs. of Administrative leave to be used within the calendar year.

B. VACATION

SECTION 1. Fire Fighters who have been in the continuous service of the Greeley Fire Department for more than six (6) months will accumulate vacation at the end of each pay cycle based on the following schedules:

<u>Shift Personnel</u>		
<u>Time In Service</u>	<u>Hours per Pay Cycle</u>	<u>Annual Accrual Amount</u>
7 months to 2 years	4.6	120 hours
3 to 5 years	5.5	144 hours
6 to 10 years	6.5	168 hours
11 to 15 years	7.4	192 hours
16 to 20 years	8.3	216 hours
21 years and over	9.2	240 hours

<u>Day Personnel</u>		
<u>Time In Service</u>	<u>Hours per Pay Cycle</u>	<u>Annual Accrual Amount</u>
7 months to 2 years	3.1	80 hours
3 to 5 years	3.7	96 hours
6 to 10 years	4.6	120 hours
11 to 15 years	5.5	144 hours
16 to 20 years	6.2	160 hours
21 years and over	6.5	168 hours

SECTION 2. Fire Fighters will not earn any vacation during the first six (6) months of employment. Shift personnel will be credited with 60 hours of vacation after completing six (6) full months. Day personnel will be credited with 40 hours of vacation after completing six (6) full months.

SECTION 3. The maximum vacation accrual for Shift personnel is 396 hours. The maximum vacation accrual for Day personnel is 280 hours. The City recognizes on occasion the Fire Fighter might not be able to use scheduled leave due to a Fire Department directed deployment or special assignment. At the discretion of the Fire Chief the Fire Fighter will be allowed to exceed the maximum vacation leave accrual for a reasonable period of time.

C. HOLIDAYS

SECTION 1. Shift personnel will accrue five (5) shifts (120 hours) of holiday leave each year in lieu of taking the actual holiday off. Fire Fighters who are placed in shift positions mid-year will accrue holiday leave on a pro-rated basis of ten (10) hours per full calendar month worked. The holiday leave may not be used during the year in which it was earned, but must be used in the following year

SECTION 2. Day personnel will be granted 8 hours of holiday leave for each of the following holidays:

New Year's Day	January 1
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	Granted January 1 of each year to be taken off at any time during the calendar year

If a holiday falls on a Fire Fighter's regularly scheduled work day which is greater than 8 hours, the difference can be taken in other available holiday, vacation leave or compensatory leave.

When an observed holiday falls on a Saturday, the preceding Friday will be taken as the holiday. When the holiday falls on Sunday, the next Monday will be taken as the holiday. When Christmas falls on Monday, that Monday and the following Tuesday will be observed as holidays. Day personnel may not elect to be paid for holiday hours in lieu of time off. A Fire Fighter may not take a holiday before it is earned.

SECTION 3. If day personnel are on some type of approved paid leave that encompasses an observed holiday, the holiday will count as a day of holiday leave, rather than as a day of vacation leave, sick leave, etc. If a Fire Fighter is on approved leave without pay that encompasses a holiday there is no holiday accrual.

SECTION 4. Firefighters cannot carry over unused holiday leave from one year to the next. Holiday leave time accrued beginning January 1, 2021 and ending December 31, 2021 but not used by December 31, 2021 will be forfeited.

D. SICK LEAVE

SECTION 1. Shift personnel will accrue sick leave at the rate of 5.5 hours per pay cycle. Day personnel will accrue sick leave at the rate of 3.7 hours per pay cycle. Accruals will occur after each full pay cycle in which the Fire Fighter is in pay status. Shift personnel may accumulate a maximum 57 shifts (1368 hours) of sick leave. Day personnel may accumulate a maximum of 960 hours of sick leave.

SECTION 2. Upon termination from employment, Fire Fighters hired prior to January 1, 1989 will be paid for; 1) one-half of their sick leave accrual at the time of termination; or 2) one-half of their sick leave accrual as of December 31, 1988, whichever is less. In either case, payment will not exceed a

maximum of 28.5 shifts (684 hours) for shift personnel or 60 days (480 hours) for day personnel. Fire Fighters hired after January 1, 1989, will not receive pay for accumulated sick leave balances at time of termination.

SECTION 3. When Fire Fighters are absent due to an incapacitating illness or injury, or required medical, dental or optical examination for themselves, they will notify their supervisor as soon as they know they will not be able to report to work. Appointments for non-emergency doctor, dental, or optical appointments must be scheduled on off-duty time unless approved in advance. The Fire Fighter will be paid at the regular straight time rate for each hour missed because of said absence to the extent the Fire Fighter has available sick leave.

SECTION 4. Shift personnel may use up to 72 hours of available sick leave in a calendar year for illnesses of members of the Fire Fighter's immediate family who also reside in the Fire Fighter's household. Day personnel may use up to 24 hours of available sick leave in a calendar year for illnesses of members of the Fire Fighter's immediate family who also reside in the Fire Fighter's household. Routine childcare does not meet the requirements of this provision. The need for such leave will be subject to verification if so required by the Fire Chief or the Chief's designee.

SECTION 5. Fire Fighters whose illness requires sick leave in excess of their accumulated amount may be granted leave without pay, or be allowed to use accrued vacation, holiday leave, etc.

SECTION 6. A doctor's certificate or examination by a physician designated by the City may be required by the City as verification of illness. Any abuse of sick leave may be subject to disciplinary action. Fire Fighters returning to work after a major or potentially incapacitating illness must submit a doctor's written release before returning to duty.

E. PERSONAL LEAVE DAY

Once each year shift personnel may convert up to 24 hours of accrued sick leave to Personal Leave (Personal Leave Day). Once each year day personnel may convert up to 8 hours of accrued sick leave to Personal Leave (Personal Leave Day). Personal leave hours are to be scheduled in advance of the date to be taken. If a Fire Fighter chooses not to take Personal Leave, the Fire Fighter may carry the hours from one year to the next as sick leave up to the maximum accrual. Firefighters must request and use converted time in a calendar year with the last available date being;

December 22, 2021 for 2021 calendar year

F. MATERNITY LEAVE

SECTION 1. When a Fire Fighter determines that she is pregnant, she will discuss with her doctor the continuance of her line firefighting position. The City reserves the right to require that the Fire Fighter consult a physician designated by the City to determine her physical ability to continue line firefighting duties. If it is determined by the City physician that the Fire Fighter is physically unable to perform line firefighter duties, but is determined to be capable of performing limited work assignments, the Fire Fighter will be scheduled to work under the conditions set forth by the physician, if such work is

available and approved. The Fire Fighter may work in the limited work assignment until the birth of the child.

SECTION 2. A pregnant Fire Fighter must make a written request to her supervisor and the Fire Chief for maternity leave approximately thirty calendar days in advance of the anticipated leave. A pregnant Fire Fighter will be expected to work as long as her doctor certifies that she is physically capable of performing line firefighting duties or limited work assignments.

SECTION 3. Accrued sick leave may be taken only for the length of time certified by her physician as medically necessary for the health of the Fire Fighter. Upon returning to work, the Fire Fighter will submit a doctor's slip to verify the requested number of sick leave days taken to be medically necessary. Sick leave days not certified by her physician for medical necessity will be charged to another type of leave.

SECTION 4. The City reserves the right to require a letter from the Fire Fighter's doctor at any time certifying the Fire Fighter's capability or incapability of physically performing job duties. When a Fire Fighter returns to work, she will be reinstated in her previous assigned position or a limited work assignment, if such limited work assignment is available and approved, at her previous wage rate or at the rate she would have received except for her leave.

G. INJURY LEAVE

SECTION 1. If a Fire Fighter has been disabled due to an on-the-job injury and is entitled to receive benefits under the Worker's Compensation Law of the State of Colorado for temporary partial disability or temporary total disability, work time missed will be charged as injury leave, upon approval of the designated Worker's Compensation Administrator.

SECTION 2. Injury leave will terminate after 90 calendar days or as it applies below:

- 1) On the date a ruling of permanent disability is made;
- 2) when the appointed physician releases the Fire Fighter to return to work;
- 3) at such time as the Fire Fighter is declared capable of performing normal duties by a physician appointed by the City;
- 4) when the Fire Fighter reaches maximum medical improvement (MMI).

SECTION 3. If prior to release for normal duties, it is determined by a physician that the Fire Fighter is capable of performing limited work assignments, the Fire Fighter will return immediately to work under the conditions set forth by the physician, if such work is available and approved by the Fire Chief.

SECTION 4. Any limited assignment of duty will be reviewed at least every fourteen calendar days to determine if the Fire Fighter is capable of resuming normal unlimited duties. If the Fire Fighter is not released to return to normal duties by the expiration of the injury leave period, the Fire Fighter will be considered for placement to an available position for which the Fire Fighter possesses the necessary qualifications. If such a placement is not available, the Fire Fighter will be terminated.

SECTION 5. A Fire Fighter who is injured while not on duty with the Greeley Fire Department will not be entitled to injury leave. Fire Fighters traveling to and from work and on unpaid meal breaks are not covered by Worker's Compensation if injured during those times.

H. MILITARY LEAVE

SECTION 1. A leave of absence of a maximum of fifteen calendar days per year shall be granted to Fire Fighters who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Written application for a military leave of absence must be made as soon as possible after receiving the military order. Fire Fighters will not be entitled to receive their regular wages while absent on military leave of absence. Upon the Fire Fighter's return to work, the appropriate paper work detailing the pay received from the armed forces must be submitted. If the Fire Fighter's salary from the armed forces, exclusive of travel allowance, is less than the gross pay from the employer, the Fire Fighter will receive the difference for a period not to exceed fifteen days of training.

SECTION 2. If their work schedules are such that they conflict with the once a month weekend duty, Fire Fighters may use vacation leave or leave without pay to attend such duty. Normally, Fire Fighters will be able to schedule their monthly duty so that they can take it on their regular days off.

SECTION 3. Fire Fighters who enter the military service by draft, shall be granted a leave of absence without pay for that purpose, after the receipt of a written notice of such leave.

SECTION 4. Within 90 calendar days after the Fire Fighter's military service ends, the Fire Fighter will be reinstated in accordance with applicable provisions of the Selective Service and Training Act and any other applicable laws. The 90-day period may be extended upon approval of the Fire Chief and the City.

SECTION 5. To return to Greeley Fire Department employment, the Fire Fighter must make a written application within 90 calendar days of the Fire Fighter's discharge from military service. Failure to do so will result in resignation. The Fire Fighter will be subject to reexamination for fitness and may be required to successfully complete the medical screening and background portions of the screening process.

SECTION 6. If the Fire Fighter is found to be physically and mentally qualified to do so, the Fire Fighter may return to the classification previously held, at a wage rate the Fire Fighter would have been earning except for the military service. If the Fire Fighter is not found to be able to perform the duties of the previous classification, the Fire Fighter may be placed in a different classification at an appropriate pay rate if such position is available, or terminated.

I. JURY DUTY

SECTION 1. When a Fire Fighter is called for jury duty at a time which conflicts with the regular work schedule, the Fire Fighter will be compensated for time lost from the job at the Fire Fighter's regular straight time rate. Jury duty may not be used in any instance when the Fire Fighter is a

party in any fashion to the court action in question, unless the Fire Fighter's involvement arises as a result of the Fire Fighter's job duties or responsibilities.

SECTION 2. If scheduled for work, the Fire Fighter will be expected to report back to work within thirty minutes from the time the Fire Fighter is excused from jury duty.

SECTION 3. If a Fire Fighter is excused and does not serve on the jury, the Fire Fighter will be required to work the regular assigned shift.

SECTION 4. A Fire Fighter will be required to show evidence of jury duty upon request by the Fire Chief or the Fire Chief's designee.

J. ELECTION LEAVE

Fire Fighters are encouraged to vote in all elections. If Fire Fighters can vote before or after work, during their lunch hours, or through the absentee ballot alternative, they are encouraged to do so. If Fire Fighters can not vote during these times, they will be given up to a maximum of two hours of election leave for the purpose of voting.

K. EMERGENCY LEAVE

The Fire Chief or the Chief's designee may grant up to forty (40) hours for day personnel and up to four (4) shifts for shift personnel for unforeseen emergency reasons which are beyond the employee's control to pre-plan. Such leave will be charged to vacation, holiday or compensatory leave accruals.

L. BEREAVEMENT LEAVE

SECTION 1. In the event of the death of a family member, the firefighter may take up to two consecutive scheduled work shifts (48 hours) (three consecutive scheduled work days for day personnel) off with pay.

SECTION 2. For the purpose of bereavement leave, "family" is defined as spouse, civil union partner, child, parent, grandparent, grandchildren, brother, sister (this includes step, half and in-law relationships), aunt, uncle, niece, nephew, and first cousin.

SECTION 3. The Fire Chief may approve an additional two scheduled work shifts consecutive with the initial two shifts if the firefighter needs more than two shifts off or the firefighter may use other accrued leave or leave without pay, subject to the Fire Chief's approval. For day personnel, the Fire Chief may approve an additional two scheduled work days consecutive with the initial three days if the firefighter needs more than three days off or the firefighter may use other accrued leave or leave without pay, subject to the Fire Chief's approval.

M. LEAVE WITHOUT PAY

SECTION 1. Fire Fighters covered by this Agreement may request in writing a leave of absence

from the Fire Chief, who may grant a leave of absence to the Fire Fighter, not to exceed ninety (90) calendar days. Upon written request, an extension of such leave of absence may be granted by the Fire Chief. Said extension shall not exceed an additional ninety (90) calendar days. An additional extended period of leave without pay cannot be requested until the Fire Fighter has been back at work for not less than twelve (12) months.

SECTION 2. Leave without pay will not be granted to allow the Fire Fighter to seek other employment or to accept remunerative employment elsewhere.

SECTION 3. As a condition to an extension of leave in excess of ninety (90) days being granted, the Fire Fighter may be required to waive all rights to immediate reinstatement to the same position the Fire Fighter had before the leave of absence was granted. The Fire Fighter will retain only the right to be appointed to the first vacancy for the position in which the Fire Fighter had been employed upon the termination of the leave.

SECTION 4. A Fire Fighter granted a leave of absence will continue to accrue leave and be eligible for benefits for only the first thirty (30) calendar days of leave without pay. A Fire Fighter must pay in advance to the City the full cost of insurance or other benefits requiring the payment of a cash premium, if the Fire Fighter wishes to retain such benefits after the thirty-day period. In the event the Fire Fighter does not desire to retain such benefits, a waiver releasing the City from any and all liability resulting from the discontinuance of such benefits must be signed by the Fire Fighter. The Fire Fighter must agree in writing to pay for any costs associated with resuming such benefit coverage and will be subject to the terms and conditions of benefit plans as they exist at the date of reinstatement.

N. FAMILY/MEDICAL LEAVE

All provisions of FMLA will be administered in accordance with the Family and Medical Leave City policy with detailed information available through the Human Resources Department.

ARTICLE XIII WAGES

A. SALARY

Fire Fighters covered by this Agreement shall be paid in accordance with the position classifications set forth below:

Title	Effective December 26, 2019	
	Annual	Hourly
Recruit Firefighter	58,748	20.12
Recruit Firefighter / EMT I	62,372	21.36
Recruit Firefighter / Paramedic	64,184	21.98
Apprentice Firefighter I	62,813	21.51
Apprentice Firefighter I / EMT-I	66,437	22.75
Apprentice Firefighter I / Paramedic	68,249	23.37
Apprentice Firefighter II	67,121	22.99
Apprentice Firefighter II / EMT-I	70,745	24.23
Apprentice Firefighter II / Paramedic	72,557	24.85
Journey Firefighter I	71,880	24.62
Journey Firefighter I / EMT-I	75,505	25.86
Journey Firefighter I / Paramedic	77,317	26.48
Journey Firefighter II	76,883	26.33
Journey Firefighter II / EMT-I	80,508	27.57
Journey Firefighter II / Paramedic	82,320	28.19
Master Firefighter	82,233	28.16
Master Firefighter / EMT-I	85,858	29.40
Master Firefighter / Paramedic	90,388	30.95
Fire Engineer (min)	86,333	29.57
Fire Engineer (min) / EMT-I	89,957	30.81
Fire Engineer (min) / Paramedic	91,769	31.43
Fire Engineer (max)	90,606	31.03
Fire Engineer (max) / EMT-I	94,230	32.27
Fire Engineer (max) / Paramedic	98,761	33.82
Staff Specialist *	93,327	44.87
Staff Specialist / EMT-I *	97,071	46.67
Staff Specialist / Paramedic *	101,730	48.91
Fire Lieutenant (min)	95,157	32.59
Fire Lieutenant (min) / EMT-I	98,782	33.83
Fire Lieutenant (min) / Paramedic	100,594	34.45
Fire Lieutenant (max)	100,299	34.35
Fire Lieutenant (max) / EMT-I	103,923	35.59
Fire Lieutenant (max) / Paramedic	108,454	37.14
Fire Lieutenant Specialist *	103,311	49.67
Fire Lieutenant Specialist / EMT-I *	107,055	51.47
Fire Lieutenant Specialist / Paramedic *	111,714	53.71
Fire Captain (min)	111,868	38.31
Fire Captain (max)	118,573	40.61
Fire Captain Specialist *	122,030	58.67

*Day Shift Pay Rate (2,080 hrs)

Fire Engineers returning to 24 hour shifts from Staff Specialist positions shall displace the least senior Engineer (time in grade). The displaced Fire Engineer shall return to Master Firefighter classification and will be placed at the number one position on the most current eligibility list for Fire Engineer. The displaced individual will remain at that position on any subsequent list until promoted.

For Fire Recruit, Fire Fighter, Fire Engineer, and Fire Lieutenant, the rate of pay will be determined by dividing the annual salary by 2,920 hours. For day personnel eligible for overtime the hourly rate of pay will be determined by dividing the annual salary by 2,080 hours. The pay period rate for all Fire Captains will be determined by dividing the annual salary by 26.

All new hire Fire Fighters will serve a probationary period of 12 months in which there is an opportunity for the supervisor to train, observe, and evaluate the employee. Probationary Fire Fighters do not have any appeal rights and may be demoted, laid off or terminated without cause at the discretion of the City.

For Calendar year 2021 *only*, Fire Fighters will move within grade upon satisfactorily completing all requirements on their anniversary date, but will not receive any pay step increase. For the duration of the 2021 contract term, they will be paid at the rate they were receiving as of December 31, 2020. The time for performance appraisal will be based on the Fire Fighters anniversary date. Fire Fighters who promote will receive the salary effective December 26, 2019 for the promoted position.

Fire Engineers, Fire Lieutenants, and Fire Captains will receive the minimum salary for the position upon appointment and will be eligible for an increase to the maximum salary after 12 months of employment in the position and satisfactorily completing all requirements.

The Fire Chief may exercise discretion in delaying the eligibility of an increase due to pending disciplinary review. Depending on the outcome and circumstances, the pay increase may be made retroactive to the eligibility date.

B. OVERTIME PAY

SECTION 1. For Fire Recruits, Firefighters, Fire Engineers, and Fire Lieutenants who work twenty four-hour shifts, time actually worked over 212 hours in the twenty-eight day cycle will be paid as overtime. Calculation of the regular rate will be based on 2920 hours per year. For Fire Recruits, Firefighters, Fire Engineers and Fire Lieutenants who work days, time actually worked over forty (40) hours in a work week will be paid as overtime. Calculation of the regular rate will be based on 2080 hours per year. Overtime will be calculated at one and one-half times the regular rate. Fire Captains are exempt and not eligible for overtime.

SECTION 2. This Article is intended to divide the normal hours of work and to provide the basis for the calculation of payment of overtime. It will not be construed as a guarantee of hours of work per day, per shift or of days of work per week or work cycle.

C. COMPENSATORY TIME

SECTION 1. At the request of the Fire Fighter, compensatory time will be given in lieu of pay when compensable hours exceed 216 during a scheduled 9 shift pay cycle or 240 during a scheduled 10 shift pay cycle. Such compensatory time will only be allowed for pro-rated hours spent in training assignments. If the Fire Fighter has actually worked over 212 hours in the work cycle, such compensatory time will be given at a time and one-half rate for each hour spent in training. If the Fire Fighter has worked less than 212 hours in the work cycle, such compensatory time will be given at a straight time rate for each pro-rated hour spent in training.

SECTION 2. The total number of compensatory time hours will not exceed 72 and can be carried over from one year to the next. The Fire Fighter will be allowed to take the compensatory time off within a reasonable period of time.

SECTION 3. The chief or the chief's designee may allow the limit in Section 2 to be superseded to allow a Fire Fighter to attend special training. The Fire Fighter shall then use the compensatory time as soon as practical.

ARTICLE XIV ACTING PAY

SECTION 1. Fire Fighters who are assigned to an acting position (Engineer, Lieutenant or Captain) will receive one hour at time and one-half of their existing straight time rate for every shift spent in an acting position. Fire Fighters will qualify for acting pay, after serving in the acting position for more than twelve (12) consecutive hours in a twenty-four hour shift.

SECTION 2. Fire Fighters who are assigned to acting Day Staff positions (Staff Specialist, Fire Lieutenant Specialist, or Fire Captain Specialist) will receive one half hour (0.5) at time and one-half of their existing day shift straight time rate for every day spent in an acting position.

SECTION 3. After completing six consecutive months (60 shifts) in a temporary acting position (Engineer, Lieutenant or Captain) the Fire Fighters who are assigned by the Fire Chief or the Chief's designee, to an acting position will receive pay at the current entry level pay of the position being filled.

ARTICLE XV POST EMPLOYMENT HEALTH PLAN

Firefighters shall be required to contribute annually to a Post Employment Health Plan (PEHP) or similar retirement savings plan in accordance with the terms and conditions of the plan's participation agreement as approved by the membership. The City agrees to deduct the contribution from the biweekly paycheck of each Fire Fighter. The Union agrees that the City will not be responsible for administrative or other fees or costs associated with administration of the plan.

ARTICLE XVI EMERGENCY CALL BACK

SECTION 1. In an emergency situation, Greeley Fire Department personnel may be called back to duty at any time. During a non-emergency situation, personnel may be called back to duty to relieve personnel who need to respond on a special detail such as hazardous materials responses, dive-rescue requests, arson investigations, and the like.

SECTION 2. While an employee may decline the request for call back, if the situation becomes urgent, the employee may be required to accept the assignment.

SECTION 3. The Fire Fighter in Command during situations requiring call back shall be responsible for selecting the qualified employees; e.g. dive rescue team member, hazardous materials team member, arson investigator, etc. When Command has the option, employees to be called back will be chosen so they are not on duty on the next shift.

SECTION 4. All employees except Captains called back to duty shall begin earning compensation at the time they report in at their regular assigned station. Employees will be paid at the rate of one and one half times their regular hourly rate, for a minimum of one hour, and for all time worked over one hour until released from duty by Command.

ARTICLE XVII HOLIDAY/VACATION SELL BACK

SECTION 1. Two times each calendar year shift personnel may elect to sell back to the City up to a combined maximum of 2 ½ shifts (60 hours) per year of holiday and/or vacation leave. Fire Fighters must have at least two (2) years of service and a balance of 7 ½ shifts (180 hours) of holiday and/or vacation in order to qualify for holiday/vacation sell back. Increments of ½ shifts (12 hours) must be used. The holiday and/or vacation leave will be paid by the City at the Fire Fighter's regular rate of pay.

SECTION 2. Two times each calendar year day personnel may elect to sell back to the City up to a combined maximum of five (5) days (40 hours) per year of vacation leave. Fire Fighters must have at least two (2) years of service and a balance of ten (10) days (80 hours) of vacation leave in order to qualify for vacation sell back. Increments of four (4) hours must be used. The vacation leave will be paid by the City at the Fire Fighter's regular rate of pay.

SECTION 3. Firefighters must submit their request in writing to the Fire Chief or the Chief's designee prior to September 30. Requests must be received in the Human Resources Department by the Friday two (2) weeks prior to the pay check on which the lump sum payment will be made.

ARTICLE XVIII
HEALTH AND WELFARE

A. Health Insurance Contribution. The City agrees to provide Fire Fighters with a health insurance plan substantially equivalent to that provided to City of Greeley employees. The City contribution for health coverage will be 80% for family coverage and 80% for single coverage. The City reserves the right to provide this insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City on the plan document.

B. Dental Assistance Contribution. The City agrees to provide the Fire Fighters with a dental assistance plan substantially equivalent to that provided to City of Greeley employees. The City reserves the right to provide this dental insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the plan is subject to the rules and regulations of the insurance carrier on the plan document.

C. Life Insurance Contribution. The City agrees to provide Fire Fighters with one and one half (1 ½) times annual salary life insurance with Accidental Death and Dismemberment. The City will continue to provide the current level of coverage for dependents. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City. It is understood that the life insurance plan is subject to the rules and regulations of the insurance carrier.

D. Physical Examination. Any physical examination or fitness-for-duty examination required of Fire Fighters by the City shall be at City's expense and the results thereof shall be submitted to the City. Upon request, Fire Fighters shall be afforded an opportunity to review the results. The above shall not be construed to include examinations for work-related injuries or illnesses covered by the worker's compensation program.

E. Return to Regular Duty Certification.

SECTION 1. In order to protect the public and department personnel, the City has the responsibility of determining the safety, health and property protection measures for Fire Department personnel.

SECTION 2. Prior to returning to regular duty following leave or an alternate duty assignment resulting from the firefighter's off-duty serious health condition requiring leave or alternate duty assignment of more than four consecutive shifts (shift personnel) or more than 40 consecutive hours (day personnel), the firefighter will be required to obtain and present certification from the firefighter's physician stating that the firefighter is able to return to regular duty and perform the essential functions of the position. The certification completed by the firefighter's physician will be on a form approved by the Labor Management Committee. The fitness-for-duty certification will relate only to the particular health condition that resulted in the firefighter's need for leave or alternate duty assignment.

SECTION 3. Prior to returning to regular duty following leave or an alternate duty assignment resulting from the firefighter's off-duty serious health condition requiring leave or alternate duty assignment of more than six consecutive shifts (shift personnel) or more than 80 consecutive hours (day personnel), the firefighter will be required to obtain and present certification from the firefighter's physician as well as certification from the City-designated physician(s) stating that the firefighter is able to return to regular duty and perform the essential functions of the position. The certification completed by the firefighter's physician will be on a form approved by the Labor Management Committee. The fitness-for-duty certifications will relate only to the particular health condition that resulted in the firefighter's need for leave or alternate duty assignment.

SECTION 4. In cases where the firefighter's physician certifies that the firefighter is able to return to regular duty and perform the essential functions of the position and the physician(s) designated by the City does not certify the firefighter to return to regular duty and perform the essential functions of the position, the firefighter can choose one of the following:

- 1) Follow the limitations and restrictions, if any, of the City-designated physician and return to regular duty or available alternate duty assignment when certified by the City designated physician and within the time frames and limitations for authorized leave;
- 2) Obtain a second opinion from any one of the three or more different physicians on a pre-established list that has been approved by the Fire Chief. The City will reimburse the firefighter for one-half the cost of the second opinion that the firefighter is responsible for paying that is not paid by insurance. When this option is selected, the firefighter must abide by the City-designated physician's decision until the second opinion is obtained. Leave time taken must be charged to approved and available leave. The recommendation of the selected physician will be submitted to the Fire Chief for a final determination on the firefighter's return to regular duty status.
- 3) Request an alternate duty assignment or extension of an alternate duty assignment. In cases where the firefighter requests an alternate duty assignment or extension of an alternate duty assignment, if such alternate duty assignment is available, the City will make such assignment or extension of the assignment available for up to two months (20 shifts or 320 hours if assigned to days) or the day the firefighter is released by the City-designated physician(s) to return to regular duty. Doctor's appointments scheduled during the alternate duty assignment must be requested and approved and leave time will be charged to sick leave, if available, other available leave or leave without pay. The firefighter's participation in rehabilitation activities during scheduled work hours will be at the discretion of the Fire Chief.

SECTION 5. In no case shall approved leave, alternate duty assignment or a combination of approved leave and alternate duty exceed 6 continuous months unless approved by the City.

G. Line of Duty Death. If a firefighter is killed in the line of duty, the City shall pay for the actual funeral expenses incurred by the survivors up to a maximum of ten thousand dollars (\$10,000.00). This payment shall be made to the firefighter's estate.

If a firefighter is killed in the line of duty, the City shall pay the health insurance premium for the twelve (12) months of COBRA coverage for a surviving spouse and eligible dependents of the

firefighter enrolled in the city's health insurance plan at the time of the line of duty death.

H. Tuition Assistance. The City agrees to provide firefighters with a tuition assistance plan substantially equivalent to that provided to City of Greeley employees.

I. Uniforms and Equipment

SECTION 1. Upon employment the City shall provide the initial issue of uniforms to each Fire Fighter as designated by the Fire Chief. All primary and back-up protective clothing or protective devices required of employees in the judgment of the Fire Chief, in the performance of their duties, shall be furnished without cost to Fire Fighters. Every attempt will be made to provide gear that his sized to the Fire Fighter.

SECTION 2. The City shall replace, as needed, and shall provide facilities or programs to maintain, repair and clean uniforms issued by the Fire Department.

SECTION 3. All uniforms, protective clothing and protective devices damaged in the line of duty, shall be replaced by the City without cost to the employee, when necessary in the judgment of the Fire Chief and his/her designee.

SECTION 4. All uniform, clothing, protective gear and devices damaged or lost through neglect or employee carelessness shall be replaced at the expense of the employee.

ARTICLE XI PENSION

The City will deduct appropriate contributions from the wages of each Fire Fighter, and will make contributions to the pension plan of each Fire Fighter, as required by the Colorado Fire and Police Pension Association.

ARTICLE XX DEATH AND DISABILITY

The City will pay the full amount of the premiums charged for the statewide death and disability plan for Firefighters hired on or after January 1, 1997.

ARTICLE XXI STAFFING

SECTION 1. The City and the Union recognize the goal of the Greeley Fire Department is to provide the citizens a high level of service while maintaining the safety of its firefighters. Without abrogating or limiting the management rights set forth in Article IV it is the Parties' goal to staff as follows:

- A. Each Engine Company should have an assignment of four (4) with a minimum of three (3) line personnel.
- B. Each Ladder/Truck Company should have a minimum of four (4) line personnel; and
- C. Each Battalion should have a minimum of two (2) Captains per shift.

SECTION 2. The City will engage in good faith efforts to meet these levels for the term of the 2021 Collective Bargaining Agreement between the Parties. However, the City retains discretion to change staffing to meet City needs. When the City decides that a change to the staffing levels identified above is necessary, the City will meet with the Union to discuss why those changes are necessary and receive feedback from Union representatives prior to making those changes. When the conditions that cause a reduction in staffing are financial in nature, an evaluation of how and if staffing levels can be restored to the levels identified above shall be performed in conjunction with the Union.

ARTICLE XXII SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America and the State of Colorado, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened. This thirty (30) day time period may be extended at the mutual Agreement of the City and the Union.

SECTION 2. In addition to the provisions of Section 1 of this article, the parties recognize that Article X, Section 20 of the Colorado Constitution presents unknown and inexact requirements and limitations upon the economic decisions and budgetary requirements of the City.

Rather than force a legislative or judicial declaration of invalidity of any of the terms and conditions of this Agreement for violation of the limitations of Article X, Section 20, the parties agree to open further collective bargaining for any and all of the terms of this Agreement that may prospectively violate Article X, Section 20 of the Colorado Constitution.

Determination of whether or not any of the terms and conditions of this Agreement exceed the

limitations imposed by Article X, Section 20 of the Colorado Constitution, shall be determined by the appropriate officials of the City. The determination shall be reduced to writing, specifically citing the nature and extent of the prospective violation by any existing term or condition of this Agreement.

ARTICLE XXIII
DURATION

SECTION 1. This agreement shall be effective January 1, 2021 and shall continue to and include December 31, 2021. This contract is subject to appropriation and availability of City funds on an annual basis.

SECTION 2. Agreement shall continue for the duration of the contract. This Agreement shall then automatically continue from year to year for successive terms of one (1) year each unless the City or the Union shall give to the other written notice of request for collective bargaining no later than March 1 of the year the contract expires stating its desire to modify or terminate this Agreement.

SECTION 3. When changes in the Agreement are proposed and subsequently agreed upon, they shall be reduced to writing and signed by both parties.

Approved as to Legal Form:

City Attorney

Approved as to Substance:

City Manager

Approved as to Availability of Funds:

Director of Finance

Union Representative:

President

Approved as to Legal Form:

City Attorney

Approved as to Availability of Funds:

Director of Finance

Approved as to Substance:

City Manager

Union Representative:



President

Council Agenda Summary

September 1, 2020

Agenda Item Number 15

Title

Pulled Consent Agenda Items

Council Agenda Summary

September 1, 2020

Agenda Item Number 16

Paul Fetherston, Assistant City Manager
Robert Miller, Interim Finance Director
Joel Hemesath, Director - Public Works Department
Andy McRoberts, Director - Culture Parks and Recreation Department
Will Jones, Deputy Director - Public Works Department

Title:

Public Hearing and Final Reading of an ordinance submitting to the registered electors of the City of Greeley, at the coordinated election to be held November 3, 2020, the question of authorizing the City Council to extend the current sales tax on food from December 31, 2021 to December 31, 2026, for capital projects.

Summary:

During its March 10 Work Session, the City Council received a presentation outlining the renewal of the Food Tax and Keep Greeley Moving (KGM) taxes pending over the next two years along with a recommendation from the Citizen's Budget Advisory Committee (CBAC). At the time, prior to the onset of the COVID-19 pandemic, the recommendation was to place both the Food Tax and Keep Greeley Moving taxes on the November 2020 ballot. The consensus of the City Council at that time was to move towards a placement of both taxes on the November 2020 ballot for renewal.

Following a Request for Proposal process, staff worked with Strategies 360 to develop and conduct a survey/ poll of registered voters in late May to determine support for either and both taxes and to help inform a communications strategy leading up to the ballot. During its June 23, 2020 Work Session, City Council was presented with the survey/ polling results conducted by Strategies 360. Following that presentation, it was the consensus of the City Council to have staff continue to move forward with steps that would bring both tax renewals to Council for possible placement on the November 2020 ballot.

In an effort to provide the City Council with the most up to date information regarding voter sentiment on both tax renewals, a second more focused survey/ poll was conducted through Strategies 360 during the week of August 17. Results of the second survey/ poll were presented to City Council during its August 25 Work Session.

Food Tax

The Food Tax, which is a sales tax of 3.0% on groceries only, was originally approved by voters in 1990 and has remained at the same rate for each five-year renewal since that time. The purpose of the Food Tax has been and remains focused largely on the repair and/ or replacement of public buildings, recreational facilities and streets. The Food Tax, which is set to expire in December 2021 if not renewed, is the major funding source for projects of this nature. It is the common practice in Colorado for communities to seek renewal of a tax one year in advance of its expiration date to provide for a second renewal effort before expiration if required. The Food Tax has generated revenue which has been invested in the following amounts and areas during the period of 2014-2018:

AREA	AMOUNT	SUPPORTING AREAS WITH
Parks Maintenance	\$5.7 Million	1,738 acres of parks and open space
Building Maintenance	\$6.9 Million	Over 1 Million square feet of facility space
Traffic Signal Maintenance	\$500,000	68 traffic signals
Street Maintenance	\$29.7 Million	375 Road Miles, 700 miles of Curb, Gutter and Sidewalk
ADA accessibility	\$1.8 Million	Over 6,600 ADA curb cuts

Based on the current Food Tax collection and annual transfer to Keep Greeley Moving, an average of \$4.7 million is available each year for investment in infrastructure maintenance. When compared to an annual infrastructure maintenance need of \$10.6 million (based on the industry standard useful life of assets), there is an annual shortfall of \$5.9 Million.

If renewed as recommended, the Food Tax is estimated to generate approximately \$45 Million in revenue to maintain community amenities. This will enable staff to start developing master plans that will identify the prioritized capital needs within the areas of facilities, transportation, parks, recreation, open space and natural lands over a five to ten year period. This information will be critical to informing a community-wide discussion by 2025 of what changes to the existing sales tax structure may be needed to support the community's infrastructure.

Citizen Budget Advisory Committee (CBAC) Recommendation

Over the period of November 2019 through February 2020, the CBAC engaged in discussions regarding staff presentations and recommendations pertaining to both the Food Tax and KGM. A summary of its recommendations pertaining to the Food Tax at that time is provided below.

Consideration	Food Tax
Current Expiration Date	December 31, 2021
Rate	Remain same: 3.0%
Term of the Tax	Remain same: 5 years

New Expiration Date	December 31, 2026
Ballot Timing	2020
Purpose	Remain same
Citizen Oversight Board	CBAC

During an August 26 Special Meeting, the CBAC was presented with the results of the second survey/ poll. Following discussion, the CBAC voted unanimously to support taking both taxes to the voters in November 2020.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$45 million in revenue over 5 year period
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	N/A
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 which includes the following public hearing steps:

- 1) City staff presentation (one presentation for both Food Tax and KGM)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Decision Options:

- 1) Approve the ordinance as presented;
- 2) Amend the ordinance and adopt as amended; or
- 3) Deny the ordinance.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance
PowerPoint Presentation

**CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2020**

**AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF
THE CITY OF GREELEY, AT THE COORDINATED ELECTION TO BE HELD
NOVEMBER 3, 2020, THE QUESTION OF AUTHORIZING THE CITY COUNCIL
TO EXTEND THE CURRENT SALES TAX ON FOOD FROM DECEMBER 31, 2021
TO DECEMBER 31, 2026, FOR CAPITAL PROJECTS.**

WHEREAS, at the November 1992 general election, the citizens of Colorado adopted, as an amendment to the Colorado Constitution, the provisions of Article X, Section 20 of the Colorado Constitution ("TABOR"), which, among other things, require voter approval for certain exercises of state and local government powers relating to taxation, revenue-raising, spending and the incurrence of debt and other multiple-fiscal year financial obligations; and

WHEREAS, the City currently imposes a sales tax on the purchase of food pursuant to Chapter 4.04 of the Greeley City Code; and

WHEREAS, the Council has determined, and hereby determines, that it is in the best interests of the health, safety and welfare of the people of the City that the registered electors of the City be given an opportunity at the November 3, 2020, coordinated election to vote "yes" or "no" with respect to the question of authorizing the Council to extend the sales tax on food from December 31, 2021 to December 31, 2026, for the purpose of financing capital projects as described in the ballot title set forth below; and

WHEREAS, it is the intent of the City to comply with Article X, Section 20 of the Colorado Constitution in submitting such sales tax extension question to the registered electors of the City.

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

Section 1. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers of the City directed toward the submission of such sales tax extension question to the registered electors of the City, are hereby ratified, approved and confirmed.

Section 2. The City Clerk is hereby authorized and directed to take all action necessary or appropriate to submit the sales tax extension question to the registered electors of the City as a ballot issue at the November 3, 2020 coordinated election, the ballot title for which shall be in substantially the following form:

**CITY OF GREELEY SALES TAX ON FOOD EXTENSION FROM
DECEMBER 31, 2021 TO DECEMBER 31, 2026.**

**WITHOUT RAISING TAXES, SHALL THE EXISTING VOTER-APPROVED
SALES TAX RATE ON FOOD CURRENTLY IN EFFECT BE EXTENDED**

THROUGH DECEMBER 31, 2026 FOR THE PURPOSE OF CONTINUING TO FUND CAPITAL CONSTRUCTION PROJECTS, IMPROVEMENTS, MAINTENANCE, AND REPAIRS, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF

- **PUBLIC BUILDINGS,**
- **PARKS,**
- **STREETS, AND**
- **RECREATIONAL FACILITIES.**

WITH SUCH EXPENDITURES TO BE SUBJECT TO INDEPENDENT AUDIT OVERSEEN BY A CITIZENS COMMITTEE APPOINTED BY THE GREELEY CITY COUNCIL, AND SHALL THE PROCEEDS OF SUCH TAX AND THE INCOME FROM THEIR INVESTMENT, BE COLLECTED, KEPT AND SPENT AS A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY REVENUE OR EXPENDITURE LIMITS THAT WOULD OTHERWISE APPLY?

YES_____ NO_____

The Council hereby authorizes and directs the City Clerk to certify such ballot issue to the Weld County Clerk and Recorder and hereby sets and fixes the foregoing as the ballot title by which such ballot issue is to be submitted. Any protests or contests concerning the ballot title set forth above shall be initiated and conducted in the time and manner set forth in Section 1-11-203.5, Colorado Revised Statutes. The City Clerk, or the Council by resolution, may make such changes in the ballot title set forth above as may be necessary or appropriate to conform to applicable law. Notice of the election, including submission of the ballot issue, shall be given, and the election shall be held and conducted and the results thereof shall be determined, in conformity with the Uniform Election Code of 1992, the Charter and ordinances of the City, and other applicable provisions of the Constitution (including, without limitation, Article X, Section 20 thereof) and the laws of the State of Colorado. Nothing in this ordinance or the ballot issue shall preclude application of such revenues to the continuation (with such changes as the Council may provide) of the City's rebate program for low-income City residents, presently provided for in Ordinance No. 39, 2015.

Section 3. If the ballot issue is approved, the Council shall be authorized to continue presently existing provisions or to make other provisions (not inconsistent herewith) for the application of revenues derived from such extended food sales tax to the funding of capital projects as described in such ballot title, including capital construction, capital maintenance, capital improvements and capital repairs, including, without limitation, the application and pledge of such revenues for principal, interest and other payments and as security for presently outstanding and future bonds and other capital financing. Nothing in this ordinance or the ballot issue shall preclude application of such revenues to the continuation (with such changes as the Council may provide) of the City's rebate program for low-income City residents, presently provided for in Ordinance No. 39, 2015.

Section 4. The City hereby exercises its power as a home rule municipality, pursuant to Article XX of the Colorado Constitution, to supersede any and all laws of the State of Colorado which may be in conflict herewith.

Section 5. The invalidity or unenforceability of any provision of this ordinance shall in no way affect the validity or enforceability of the remainder of this ordinance.

Section 6. Following passage of this ordinance on first reading, it shall be published in full in the Greeley Tribune. Immediately upon its final passage, this ordinance shall be recorded in the City book of ordinances kept for that purpose, shall be authenticated by the signatures of the Mayor and the City Clerk, and shall be published in full in the Greeley Daily Tribune, a legal newspaper of general circulation of the City. The City Clerk is authorized to include in such publications any additional information that the City Clerk may deem necessary or appropriate.

INTRODUCED, READ AND ORDERED PUBLISHED THIS _____ DAY OF _____, 2020.

PASSED AND ORDERED PUBLISHED BY REFERENCE THIS _____ DAY OF _____, 2020.

CITY OF GREELEY, COLORADO

BY: _____
Mayor John Gates

[SEAL]
Attest:

By: _____
City Clerk

Potential 2020 City of Greeley Ballot Measures

August 24, 2020

Greeley Area Chamber of Commerce



Funding Public Infrastructure



Two voter-approved sales taxes fund the backbone of Greeley's infrastructure repairs and improvements.



Both revenue sources expire in the coming years.

Without this revenue, Greeley will be forced to delay or cut important infrastructure projects or services.

Maintaining Our Infrastructure

Transportation

- 375 miles of roads
- 700 miles of curbs
- 6,600 ADA ramps
- 68 traffic signals

Parks

- 1,738 acres of parks and open space
- 42 parks
- 5 recreation facilities

Public Buildings

- 1,000,000+ square feet of public facilities



Greeley's Food Tax

- > 3.0% tax on groceries
- > Primary funding for public infrastructure and maintenance of parks, roads and buildings
- > First approved in 1990



Keep Greeley Moving

- > 0.65% sales tax on all purchases ***excluding*** grocery sales
- > Funds road expansion, repaving and sidewalks
- > First approved in 2015



Greeley's Food Tax

Our primary funding for parks, recreation, street and public building maintenance



- 3% tax on all grocery purchases
- About \$9 million in revenue annually
- Approved by voters in six elections since 1990
- Rebates available for qualifying households

Past Food Tax Investments

2014 - 2018



Traffic Signals
\$0.5 Million



**Street Repaving,
Widening**
\$29.7 Million



**Accessibility
Improvements**
\$1.8 Million



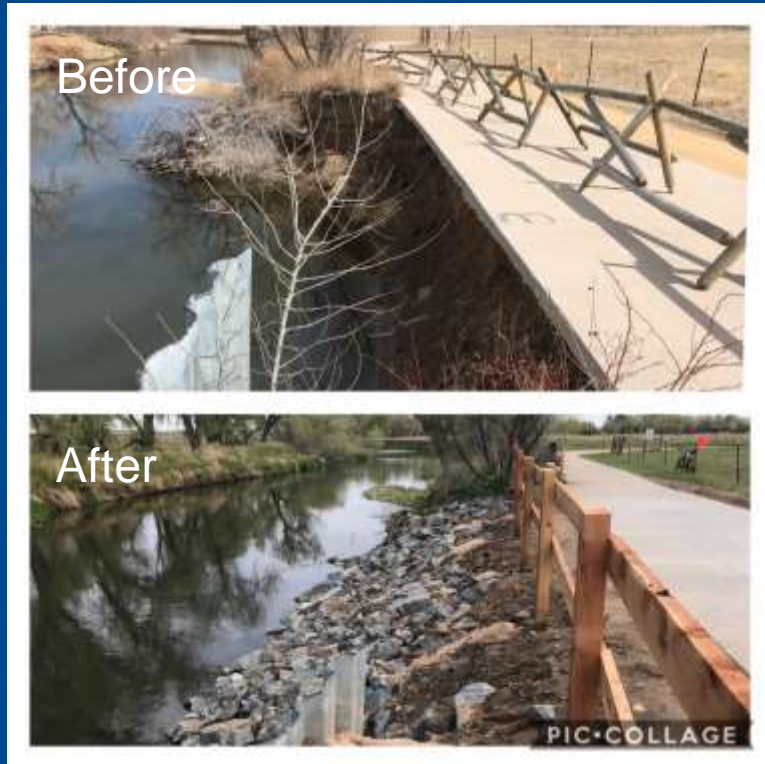
**Public Building
Repairs &
Improvements**
\$6.9 Million



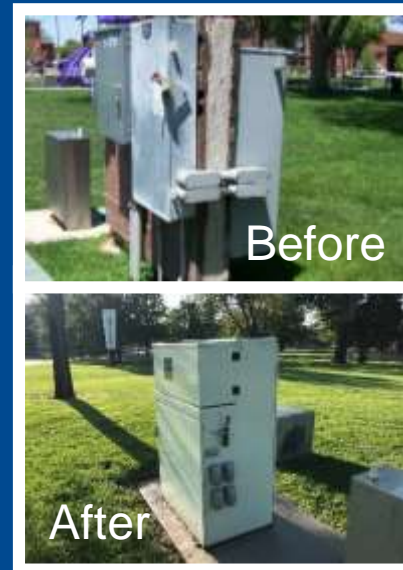
**Parks & Rec
Facilities**
\$5.7 Million



Food Tax Improvement Projects



Path Improvements



Electrical Repairs



Traffic Detection

At Least 80 Projects Are at Stake

Accessibility Improvements

Boomerang Golf Course,
Discovery Bay Splash Park,
Downtown Museum,
Funplex, Rec Center, UCCC

Historic Site Maintenance

Roof replacements, HVAC
replacements and repairs,
and structural issues

UCCC

LED lighting, new cameras,
window and heating
replacements

Island Grove

Sidewalk repairs, carpet and
irrigation system
replacement, parking lot
repaving, arena sound
system replacement

Rec Center

Bathroom and locker
remodeling, court and
scoreboard replacement

+ More Projects

Traffic signals and detection



Keep Greeley Moving Sales Tax

Critical funding source for transportation-related repairs, improvements and construction.

- 0.65% sales tax on all non-grocery purchases
- Approved by voters in 2015



Recent KGM Accomplishments

Sidewalk Improvements

- 66,376 feet of sidewalks replaced or repaired

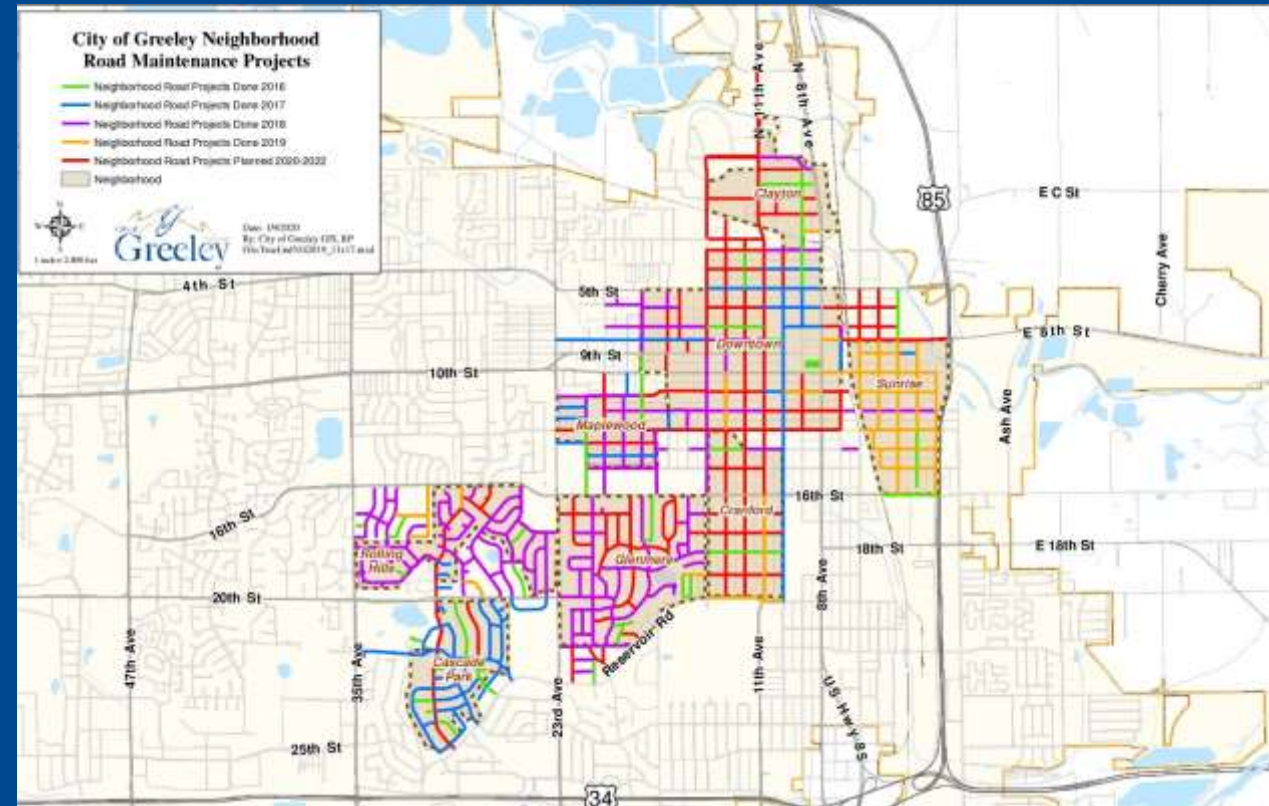
Street Resurfacing

- 115.17 miles sealed and resurfaced

Potholes Patched

- 122,981 sq. yards of roadway patched

Neighborhood Road Maintenance Projects



Key KGM Projects



20th Street Improvements: Widened road from two lanes to four lanes, added median and turn lanes



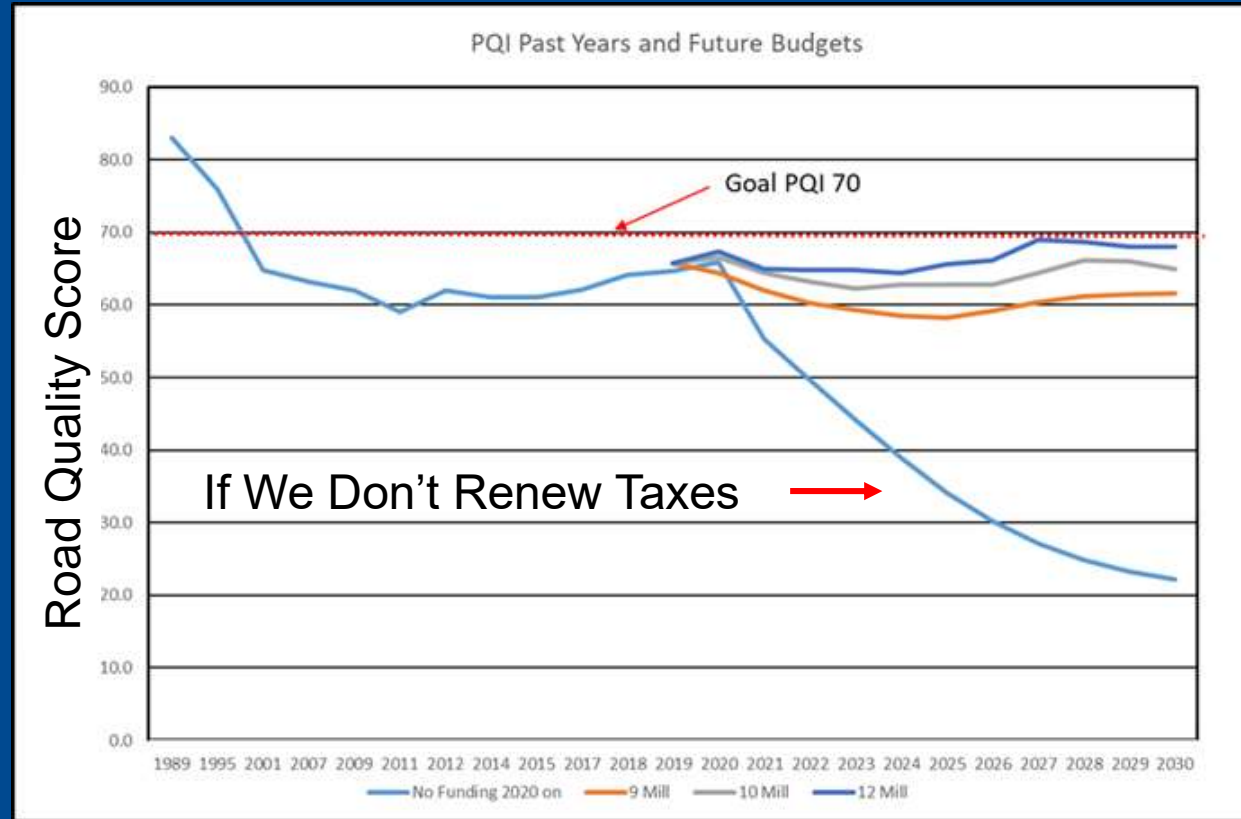
71st Avenue Improvements: Replaced bridge, added center turn lane and medians, added bike lanes and sidewalks



35th Avenue Improvements: Widening from 4th to “F” Street, adding on-street bike lanes, curbs, gutters, sidewalks, and landscaped medians



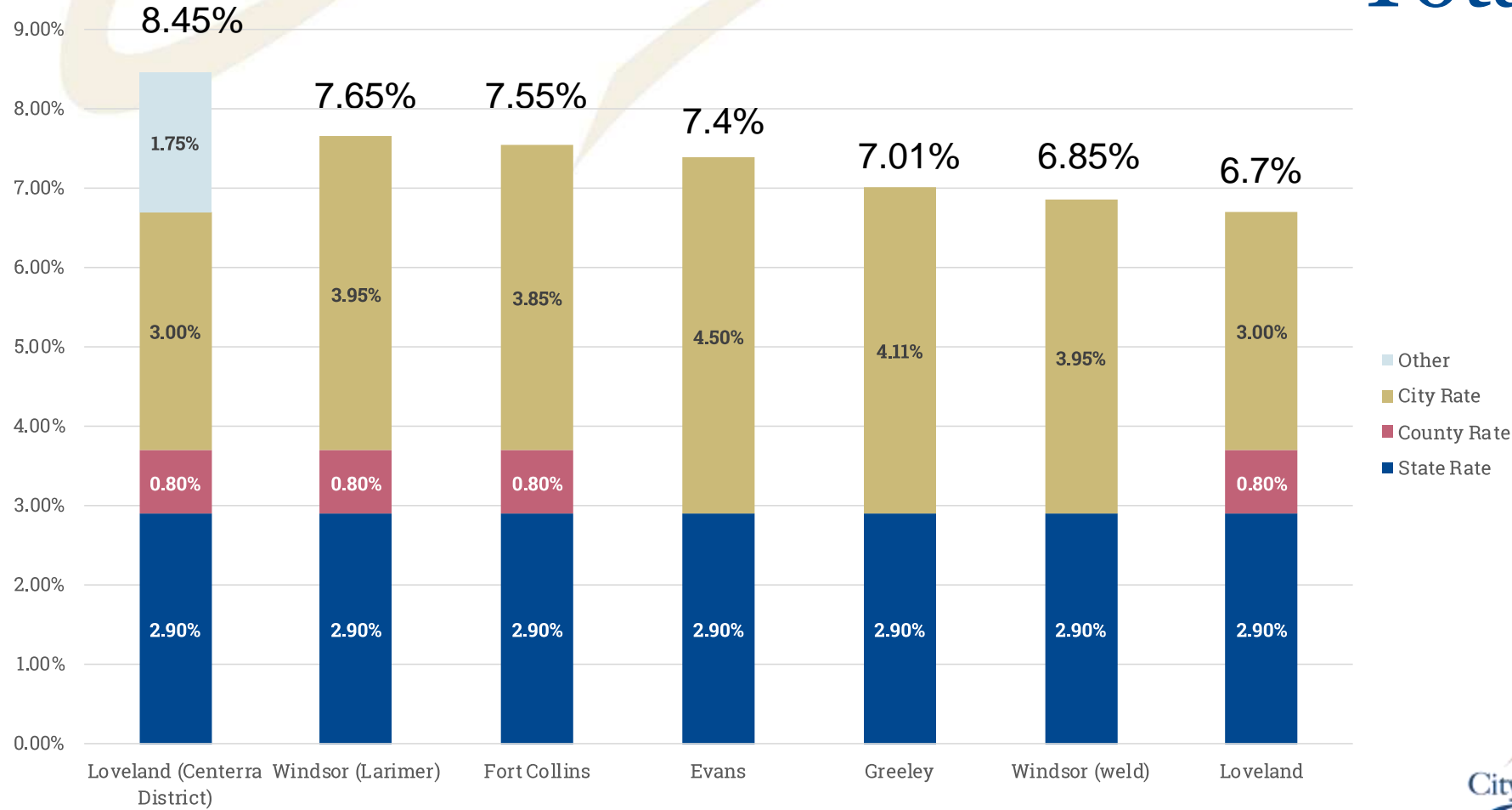
Basic Road Maintenance at Stake



If we don't maintain funding, many of our roads will further deteriorate in the next five years.

Community Comparisons

Total Sales Tax



Cost of Not Renewing Both Taxes

- Greatly reduced road maintenance
- Diminished livability and quality of life
- Harder to attract businesses
- Higher maintenance costs
- No dedicated funding for
 - ADA Compliance
 - Road maintenance
- Potential reduction in city services
- Lose matched project funding possibilities



Accountability



Annual Reporting of Expenditures



Independent Audit



Audit reviewed by a Citizen's Budget
Advisory Committee



Next Steps

- On August 18, City Council began formal consideration of placing one or both measures on the November 2020 ballot.
- A final decision is expected on September 1.



How you can help



Share This Information: Help create awareness and educate others about these two important measures.



Host a Meeting With Your Organization: Bring together your board, employees, and members to learn more about the potential measures.



Questions?

Learn more at:

greeleygov.com/government/cc/election/2020-ballot-measures

Potential 2020 City of Greeley Ballot Measures

August 24, 2020

Greeley Area Chamber of Commerce



Council Agenda Summary

September 1, 2020

Agenda Item Number 17

Paul Fetherston, Assistant City Manager
Robert Miller, Interim Finance Director
Joel Hemesath, Director - Public Works Department
Andy McRoberts, Director - Culture Parks and Recreation Department
Will Jones, Deputy Director - Public Works Department

Title:

Public Hearing and Final reading of an ordinance submitting to the registered electors of the City of Greeley, at the coordinated election to be held November 3, 2020, the question of authorizing the City Council to extend the .65% component of retail sales and use tax currently scheduled to expire on December 31, 2022 to December 31, 2029, for to fund capital projects for street-related infrastructure improvements and repairs.

Summary:

During its March 10 Work Session, the City Council received a presentation outlining the renewal of the Food Tax and Keep Greeley Moving taxes pending over the next two years along with a recommendation from the Citizen's Budget Advisory Committee (CBAC). At the time, prior to the onset of the COVID-19 pandemic, the recommendation was to place both the Food Tax and Keep Greeley Moving taxes on the November 2020 ballot. The consensus of the City Council at that time was to move towards a placement of both taxes on the November 2020 ballot for renewal.

Following a Request for Proposal process, staff worked with Strategies 360 to develop and conduct a survey/ poll of registered voters in late May to determine support for either and both taxes and to help inform a communications strategy leading up to the ballot. During its June 23, 2020 Work Session, City Council was presented with the survey/ polling results conducted by Strategies 360. Following that presentation, it was the consensus of the City Council to have staff continue to move forward with steps that would bring both tax renewals to Council for possible placement on the November 2020 ballot.

In an effort to provide the City Council with the most up to date information regarding voter sentiment on both tax renewals, a second more focused survey/ poll was conducted through Strategies 360 during the week of August 17. Results of the second survey/ poll were presented to City Council during its August 25 Work Session.

Keep Greeley Moving

Greeley voters first approved the Keep Greeley Moving (KGM) tax in 2015 for a period of a seven-year 0.65% sales (food exempt) focused on street related improvements and repairs. Currently set to expire in 2022, over the last three years, the KGM tax has resulted in the following investments:

AREA	AMOUNT
Concrete repairs (including 38,631 linear feet of sidewalks)	\$3.2 Million
Seal coat 49.63 miles of roadway	\$3.3 Million
Patching of 54,298 square yards of roadway	\$3.4 Million
Overlay of 29.76 miles of roadway	\$16.9 Million
Applied 794,296 pounds of crack seal	\$1.3 Million
Roadway expansion work (including 20 th Street and 71 st Avenue)	\$13 Million
Total Revenue Invested	\$41.1 Million

The funding and support of the taxpayers of Keep Greeley Moving was a significant step in making progress in the City's ability to enhance its street improvements and repairs. Without this voter approved funding, the investments highlighted above would not have been possible. At the same time, the funding is in a catch up position building upon a backlog of improvements and repairs - impacted by cost inflation and annual asset growth similar to the Food Tax. With an annual average growth of 3.0%, netted out by an annual average asset growth of 3.0%, and further impacted by an annual average construction cost inflation factor of 2.9%, the City is losing ground every year – compounding on the existing deficit.

Based on the current Keep Greeley Moving revenue collection and annual transfer from the Food Tax, an average of \$11.5 million is available each year for investment in street improvements and repair. When compared to an annual need of \$14.0 million, there is an annual shortfall of \$2.85 Million.

Following its analysis of the respective taxes and potential renewal timelines from November 2019 through February 2020, the staff and CBAC recommended that City Council seek a renewal of the existing KGM in November 2020 for a seven-year period with no changes. Both the Food Tax and KGM appeared on the same ballot in 2015. If renewed, KGM is estimated to generate approximately \$80.5 Million in revenue over seven-years for street improvements and repair. Colorado communities generally seek voter approval of a tax renewal one year in advance of its expiration date. This strategy allows elected officials, staff and citizen committees the opportunity to have one additional renewal effort in the event the initial measure fails.

The original recommendation to seek voter approval of the KGM's renewal two years in advance of its expiration was based on the following rationale:

- a. Tax renewals take a significant amount of staff time for important functions associated with such efforts including but not limited to the preparation of research, data and recommendations; presenting to and processing through committees such as the CBAC; and making informational presentations to citizen groups in advance of the election. Seeking renewal of the existing KGM tax, with no change, at the same time as the Food Tax will enable the staff to not have to utilize staff resources next year thereby allowing such resources to be refocused.
- b. The ability to refocus staff resources over the next four years – without an additional tax renewal effort - will enable staff resources to be focused on starting the development of master plans that will identify the capital needs and priorities within the areas of facilities, transportation, parks, recreation, open space and natural lands over a five to ten year horizon. This information will be critical to informing a community-wide discussion by 2025 of what changes to the existing sales tax structure may be needed to support the community's infrastructure – including street improvement and repair.

Citizen Budget Advisory Committee (CBAC) Recommendation

Over the period of November 2019 through February 2020, the CBAC engaged in discussions regarding staff presentations and recommendations pertaining to both the Food Tax and KGM. A summary of its recommendation pertaining to KGM are provided below.

Consideration	KGM
Current Expiration	December 31, 2022
Rate	Remain same: 0.65%
Term of the Tax	Remain same: 7 years
New Term	December 31, 2029
Ballot Timing	2020
Purpose	Remain same
Citizen Oversight Board	CBAC

During an August 26 Special Meeting, the CBAC was presented with the results of the second survey/ poll. Following discussion, the CBAC voted unanimously to support taking both taxes to the voters in November 2020.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$80.5 million in revenue over 7 year period
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	N/A
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 which includes the following public hearing steps:

- 1) City staff presentation (one presentation for both Food Tax and KGM)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Decision Options:

- 1) Adopt the ordinance as presented; or
- 2) Amend the ordinance and adopt as amended; or
- 3) Deny the ordinance.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance

CITY OF GREELEY, COLORADO
ORDINANCE NO. ___, 2020

**AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF
THE CITY OF GREELEY, AT THE COORDINATED ELECTION TO
BE HELD NOVEMBER 3, 2020, THE QUESTION OF AUTHORIZING
THE CITY COUNCIL TO EXTEND THE .65% COMPONENT OF RETAIL
SALES AND USE TAX CURRENTLY SCHEDULED TO EXPIRE ON DECEMBER
31, 2022 TO DECEMBER 31, 2029, FOR TO FUND CAPITAL PROJECTS FOR
STREET-RELATED INFRASTRUCTURE IMPROVEMENTS AND REPAIRS.**

WHEREAS, at the November 1992 general election, the citizens of Colorado adopted, as an amendment to the Colorado Constitution, the provisions of Article X, Section 20 of the Colorado Constitution (“TABOR”), which, among other things, require voter approval for certain exercises of state and local government powers relating to taxation, revenue-raising, spending and the incurrence of debt and other multiple-fiscal year financial obligations; and

WHEREAS, the City currently imposes a retail sales and use tax pursuant to Chapter 4.04 of the Greeley City Code; and

WHEREAS, the Council has determined, and hereby determines, that it is in the best interests of the health, safety and welfare of the people of the City that the registered electors of the City be given an opportunity at the November 3, 2020, coordinated election to vote “yes” or “no” with respect to the question of extending the rate of the City sales and use tax for the purpose of financing street related infrastructure improvements and repairs as described in the form of ballot title set forth below; and

WHEREAS, it is the intent of the City to comply with Article X, Section 20 of the Colorado Constitution in submitting such sales tax increase question to the registered electors of the City.

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

Section 1. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers of the City directed toward the submission of such sales and use tax increase question to the registered electors of the City, are hereby ratified, approved and confirmed.

Section 2. The City Clerk is hereby authorized and directed to take all action necessary or appropriate to submit the sales and use tax increase question to the registered electors of the City as a ballot issue at the November 3, 2020 coordinated election, the ballot title for which shall be in substantially the following form:

CITY OF GREELEY SALES AND USE TAX RATE EXTENSION

WITHOUT RAISING TAXES, SHALL THE EXISTING VOTER-APPROVED .65 % OF THE CITY SALES TAX RATE (WHICH DOES NOT APPLY TO FOOD) BE EXTENDED UNTIL DECEMBER 31, 2029 FOR THE PURPOSE OF CONTINUING TO FUND:

- **STREET-RELATED INFRASTRUCTURE IMPROVEMENTS AND REPAIRS, INCLUDING SAFETY IMPROVEMENTS,**
- **PEDESTRIAN SAFETY IMPROVEMENTS INCLUDING SIDEWALKS, CROSSWALKS AND INTERSECTIONS, AND**
- **SAFETY, TRAFFIC FLOW, AND CONGESTION IMPROVEMENTS TO MAJOR STREETS,**

WITH SUCH EXPENDITURES TO BE SUBJECT TO INDEPENDENT AUDIT OVERSEEN BY A CITIZENS COMMITTEE APPOINTED BY THE GREELEY CITY COUNCIL, AND PROHIBITING ANY PAYMENT OF ADMINISTRATIVE COSTS TO BE MADE FROM SUCH TAX REVENUE, AND SHALL THE PROCEEDS OF SUCH TAX AND THE INCOME FROM THEIR INVESTMENT, BE COLLECTED, KEPT AND SPENT AS A VOTER APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY REVENUE OR EXPENDITURE LIMITS THAT WOULD OTHERWISE APPLY?

YES _____ NO _____

The Council hereby authorizes and directs the City Clerk to certify such ballot issue to the Weld County Clerk and Recorder and hereby sets and fixes the foregoing as the ballot title by which such ballot issue is to be submitted. Any protests or contests concerning the ballot title set forth above shall be initiated and conducted in the time and manner set forth in Section 1-11-203.5, Colorado Revised Statutes. The City Clerk, or the Council by resolution, may make such changes in the ballot title set forth above as may be necessary or appropriate to conform to applicable law. Notice of the election, including submission of the ballot issue, shall be given, and the election shall be held and conducted and the results thereof shall be determined, in conformity with the Uniform Election Code of 1992, the Charter and ordinances of the City, and other applicable provisions of the Constitution (including, without limitation, Article X, Section 20 thereof) and laws of the State of Colorado.

Section 3. If the ballot issue is approved, the Council shall be authorized to continue presently existing provisions or to make other provisions (not inconsistent herewith) for the application of revenues derived from such extended retail sales and use tax to the funding of street-related infrastructure improvements and repairs, including safety improvements on streets rated as poor by national standards, pedestrian safety improvements including sidewalks, crosswalks and intersections and safety and traffic flow improvements to major streets, as described in such ballot title, including, without limitation, the application and pledge of such revenues for principal,

interest and other payments and as security for presently outstanding and future bonds and other capital financing.

Section 4. The City hereby exercises its power as a home rule municipality, pursuant to Article XX of the Colorado Constitution, to supersede any and all laws of the State of Colorado which may be in conflict herewith.

Section 5. The invalidity or unenforceability of any provision of this ordinance shall in no way affect the validity or enforceability of the remainder of this ordinance.

Section 6. Following passage of this ordinance on first reading, it shall be published in full in the Greeley Tribune. Immediately upon its final passage, this ordinance shall be recorded in the City book of ordinances kept for that purpose, shall be authenticated by the signatures of the Mayor and the City Clerk, and shall be published in full in the Greeley Daily Tribune, a legal newspaper of general circulation of the City. The City Clerk is authorized to include in such publications any additional information that the City Clerk may deem necessary or appropriate.

INTRODUCED, READ AND ORDERED PUBLISHED THIS ____ DAY OF _____, 2020.

PASSED AND ORDERED PUBLISHED BY REFERENCE THIS ____ DAY OF _____, 2020.

CITY OF GREELEY, COLORADO

By _____
Mayor

[SEAL]
Attest:

By _____
City Clerk

Potential 2020 City of Greeley Ballot Measures

August 24, 2020

Greeley Area Chamber of Commerce



Funding Public Infrastructure



Two voter-approved sales taxes fund the backbone of Greeley's infrastructure repairs and improvements.



Both revenue sources expire in the coming years.

Without this revenue, Greeley will be forced to delay or cut important infrastructure projects or services.

Maintaining Our Infrastructure

Transportation

- 375 miles of roads
- 700 miles of curbs
- 6,600 ADA ramps
- 68 traffic signals

Parks

- 1,738 acres of parks and open space
- 42 parks
- 5 recreation facilities

Public Buildings

- 1,000,000+ square feet of public facilities



Greeley's Food Tax

- > 3.0% tax on groceries
- > Primary funding for public infrastructure and maintenance of parks, roads and buildings
- > First approved in 1990



Keep Greeley Moving

- > 0.65% sales tax on all purchases ***excluding*** grocery sales
- > Funds road expansion, repaving and sidewalks
- > First approved in 2015



Greeley's Food Tax

Our primary funding for parks, recreation, street and public building maintenance



- 3% tax on all grocery purchases
- About \$9 million in revenue annually
- Approved by voters in six elections since 1990
- Rebates available for qualifying households

Past Food Tax Investments

2014 - 2018



Traffic Signals
\$0.5 Million



**Street Repaving,
Widening**
\$29.7 Million



**Accessibility
Improvements**
\$1.8 Million



**Public Building
Repairs &
Improvements**
\$6.9 Million



**Parks & Rec
Facilities**
\$5.7 Million



Food Tax Improvement Projects



Path Improvements



Electrical Repairs



Traffic Detection

At Least 80 Projects Are at Stake

Accessibility Improvements

Boomerang Golf Course,
Discovery Bay Splash Park,
Downtown Museum,
Funplex, Rec Center, UCCC

Historic Site Maintenance

Roof replacements, HVAC
replacements and repairs,
and structural issues

UCCC

LED lighting, new cameras,
window and heating
replacements

Island Grove

Sidewalk repairs, carpet and
irrigation system
replacement, parking lot
repaving, arena sound
system replacement

Rec Center

Bathroom and locker
remodeling, court and
scoreboard replacement

+ More Projects

Traffic signals and detection



Keep Greeley Moving Sales Tax

Critical funding source for transportation-related repairs, improvements and construction.

- 0.65% sales tax on all non-grocery purchases
- Approved by voters in 2015



Recent KGM Accomplishments

Sidewalk Improvements

- 66,376 feet of sidewalks replaced or repaired

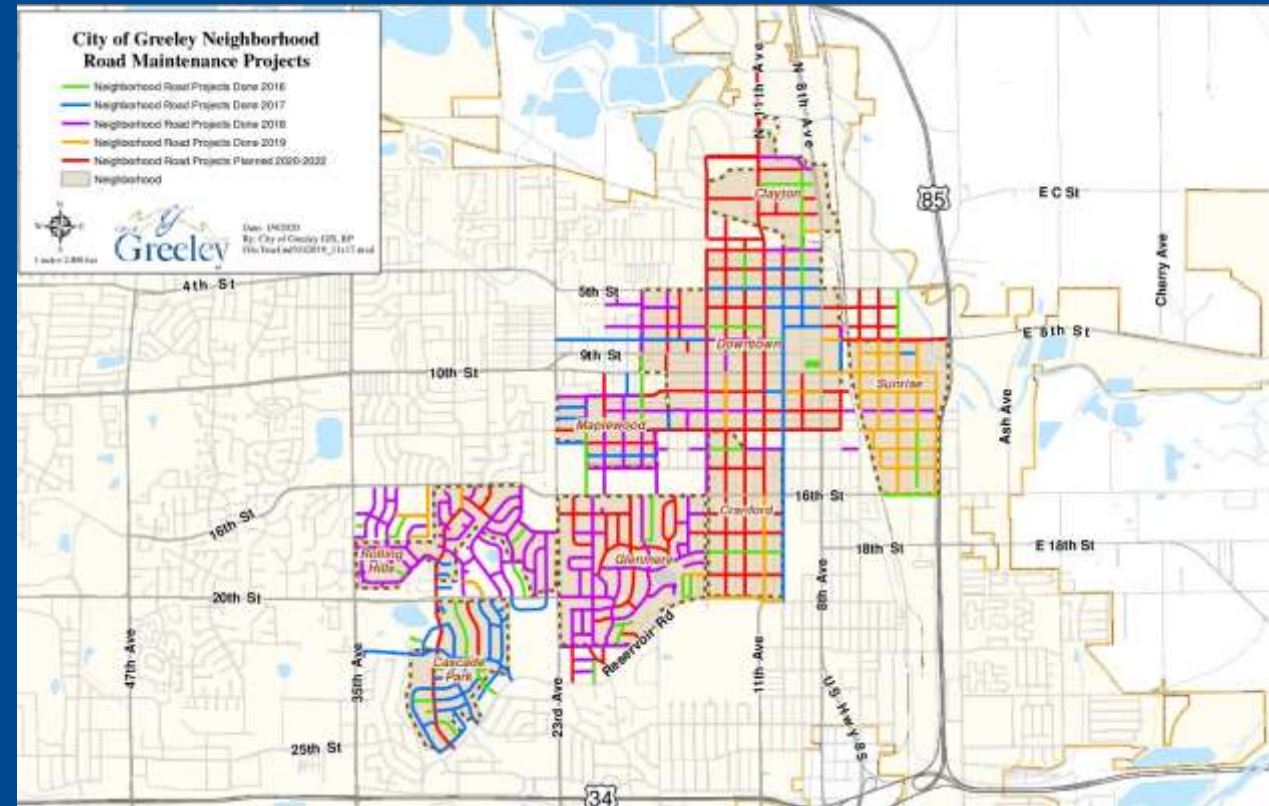
Street Resurfacing

- 115.17 miles sealed and resurfaced

Potholes Patched

- 122,981 sq. yards of roadway patched

Neighborhood Road Maintenance Projects



Key KGM Projects



20th Street Improvements: Widened road from two lanes to four lanes, added median and turn lanes



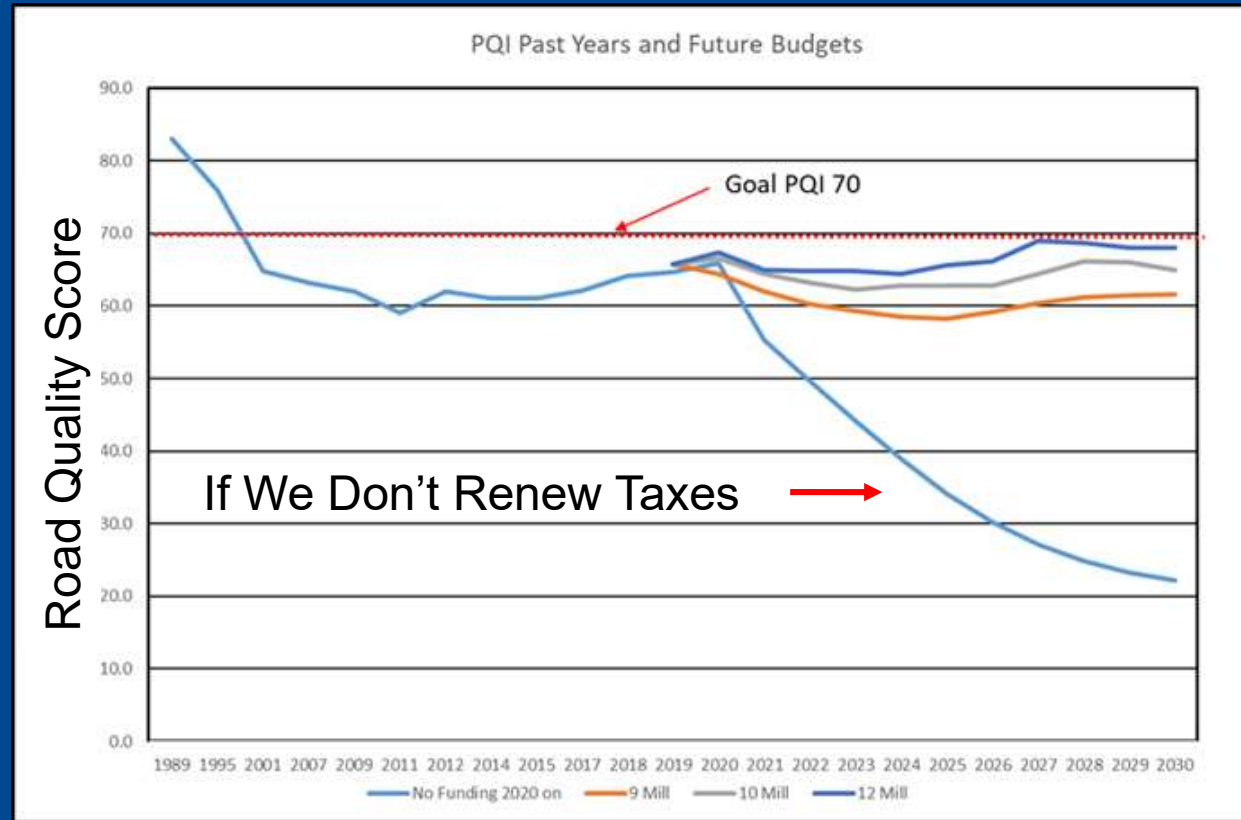
71st Avenue Improvements: Replaced bridge, added center turn lane and medians, added bike lanes and sidewalks



35th Avenue Improvements: Widening from 4th to “F” Street, adding on-street bike lanes, curbs, gutters, sidewalks, and landscaped medians



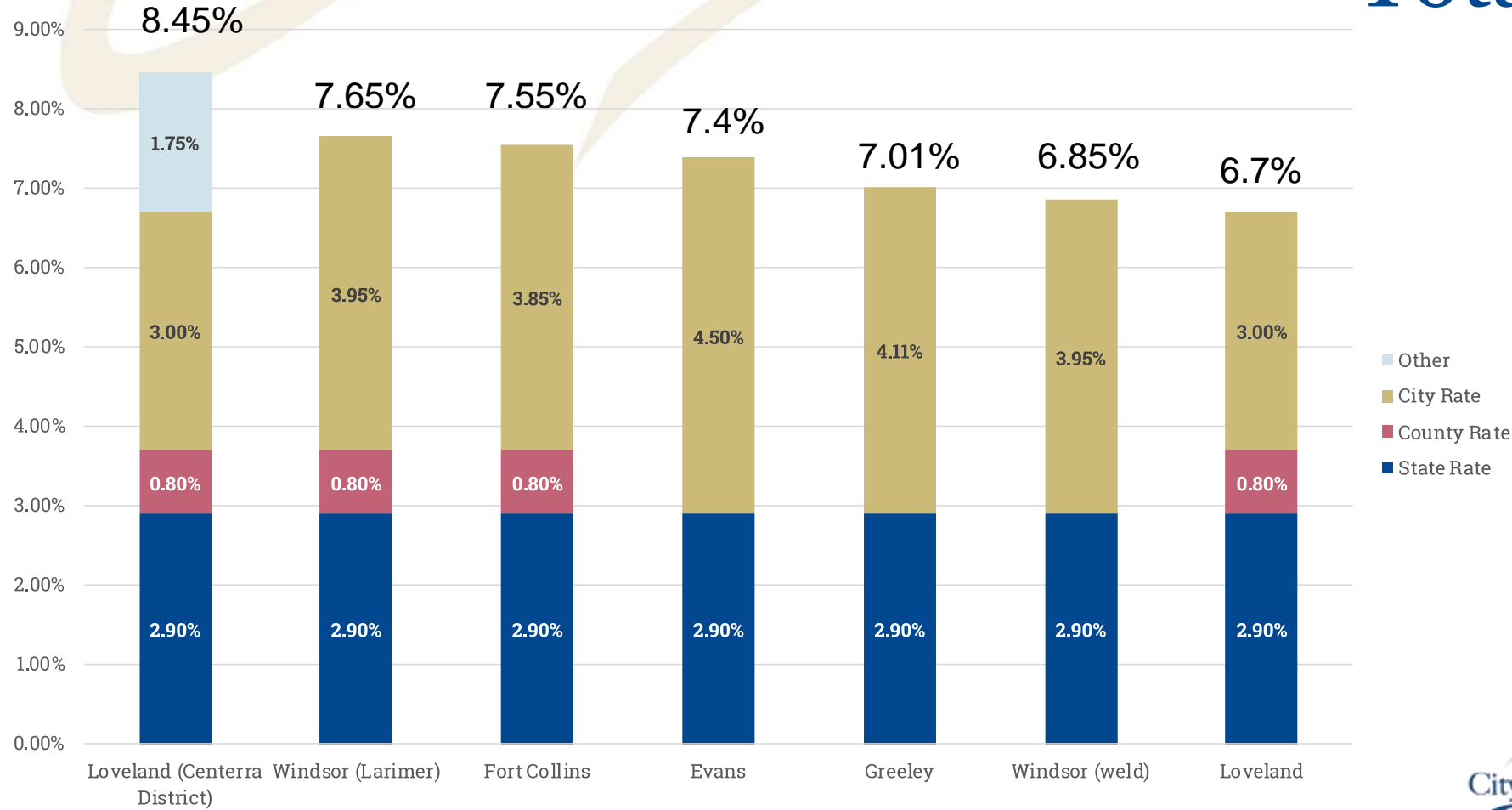
Basic Road Maintenance at Stake



If we don't maintain funding, many of our roads will further deteriorate in the next five years.

Community Comparisons

Total Sales Tax



Cost of Not Renewing Both Taxes

- Greatly reduced road maintenance
- Diminished livability and quality of life
- Harder to attract businesses
- Higher maintenance costs
- No dedicated funding for
 - ADA Compliance
 - Road maintenance
- Potential reduction in city services
- Lose matched project funding possibilities



Accountability



Annual Reporting of Expenditures



Independent Audit



Audit reviewed by a Citizen's Budget
Advisory Committee



Next Steps

- On August 18, City Council began formal consideration of placing one or both measures on the November 2020 ballot.
- A final decision is expected on September 1.



How you can help



Share This Information: Help create awareness and educate others about these two important measures.



Host a Meeting With Your Organization: Bring together your board, employees, and members to learn more about the potential measures.



Questions?

Learn more at:

greeleygov.com/government/cc/election/2020-ballot-measures

Potential 2020 City of Greeley Ballot Measures

August 24, 2020

Greeley Area Chamber of Commerce



Council Agenda Summary

September 1, 2020

Agenda Item Number 18

Title

Scheduling of Meetings, Other Events

Summary

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Worksession Schedule regarding any upcoming meetings or events.

Attachments

Council Meeting/Worksession Schedule
Council Meetings/Other Events Calendar

City Council Meeting Scheduling			
	Current as of 08/28/2020		
	This schedule is subject to change		
Date	Description	Sponsor	Placement/Time
September 1, 2020 Council Meeting	Ordinance - Intro - Short-term Rentals	Brad Mueller	Consent
	Ordinance - Intro - Third Additional Appropriation	Robert Miller	Consent
	Resolution - Ratification of the Fire Collective Bargaining Agreement	Maria Gonzales-Estevez	Consent
	Ordinance - Final - Ballot Measures for Tax Renewals	Robert Miller	Regular
September 8, 2020 Special Meeting	Ordinance - Final - Extension of Termination Date for Downtown Open Consumption Area	Becky Safarik	Regular
September 8, 2020 Worksession Meeting	COVID-19 Update	Dan Frazen	0.25
	2021 Proposed Budget Presentations	Robert Miller	1.50
	Discussion of Development Impact Fees Pt. 2	Robert Miller	0.50
	Economic Development Talent Development	Ben Snow	0.25
September 15, 2020 Council Meeting	Hispanic Heritage Month Proclamation		
	Resolution - Appointing Finance Director (Tentative)	Roy Otto	Consent
	Metro District: The Cache Districts 1 - 8	Brad Mueller	Consent
	Ordinance - Intro - Trails Section Additions to the Greeley Municipal Code	Andy McRoberts	Consent
	Ordinance - Final - Short-term Rentals	Brad Mueller	Regular
	Ordinance - Final - Third Additional Appropriation	Robert Miller	Regular
	Boards & Commissions Appointments	Cheryl Aragon	Regular
September 22, 2020 Worksession Meeting	EMS Task Force Ambulance Report (Tentative)	Dale Lyman	1.00
	2021 Proposed Budget Presentations	Robert Miller	1.50
October 6, 2020 Council Meeting	Ordinance - Intro - Transfer of Water Resources to Evans	Sean Chambers	Consent
	2021 Community Development Block Grant and 2021 - 2025 Consolidated Plan	Ben Snow	Consent
	Ordinance - Impact Fees	Robert Miller	Consent
	Ordinance - Intro - 2021 Pay Plan	Maria Gonzales-Estevez	Consent
	Ordinance - Intro - 2021 Budget Adoption	Robert Miller	Regular
	Ordinance - Final - Trails Section Additions to the Greeley Municipal Code	Andy McRoberts	Regular
	Resolution & Presentation - Windy Gap Firing Resolution	Sean Chambers	Regular
October 13, 2020 Worksession Meeting	COVID-19 Update	Dan Frazen	0.25
	Review of Economic Development Toolbox	Ben Snow	0.25
	Municipal Code Recodification - Review of Changes	Cheryl Aragon	0.50
	Executive Session - Aquifer Storage Diligence and Acquisition	Sean Chambers	
October 20, 2020 Council Meeting	Resolution - Northeast All Hazards Region 2020 Grant Award	Robert Miller	Consent
	Resolution - 2020 City Tax Levy Certification	Robert Miller	Consent
	Ordinance - Intro - Municipal Code Recodification	Cheryl Aragon	Consent
	Ordinance - Final - Transfer of Water Resources to Evans	Sean Chambers	Regular
	Ordinance - Final - Impact Fees	Robert Miller	Regular
	Ordinance - Final - 2021 Budget Adoption	Robert Miller	Regular
	Ordinance - Final - 2021 Pay Plan	Maria Gonzales-Estevez	Regular

August 31, 2020 - September 6, 2020

August 2020						
Su	Mo	Tu	We	Th	Fr	Sa
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
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20	21	22	23	24	25	26
27	28	29	30			

Monday, August 31

Tuesday, September 1

6:00pm - City Council Meeting

Wednesday, September 2

Thursday, September 3

7:00am - Poudre River Trail (Hall)

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

6:00pm - MPO (Gates/Payton)

Friday, September 4

Saturday, September 5

Sunday, September 6

September 7, 2020 - September 13, 2020

September 2020						
Su	Mo	Tu	We	Th	Fr	Sa
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27	28	29	30			

October 2020						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

Monday, September 7

Tuesday, September 8

6:00pm - City Council Worksession Meeting 

Wednesday, September 9

Thursday, September 10

Friday, September 11

Saturday, September 12

Sunday, September 13

September 14, 2020 - September 20, 2020

September 2020						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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20	21	22	23	24	25	26
27	28	29	30			

October 2020						
Su	Mo	Tu	We	Th	Fr	Sa
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

Monday, September 14

Tuesday, September 15

6:00pm - City Council Meeting

Wednesday, September 16

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

Thursday, September 17

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

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

Friday, September 18

Saturday, September 19

Sunday, September 20

September 21, 2020 - September 27, 2020

September 2020						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
Su	Mo	Tu	We	Th	Fr	Sa
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Monday, September 21

Tuesday, September 22

6:00pm - City Council Worksession Meeting

Wednesday, September 23

Thursday, September 24

Friday, September 25

Saturday, September 26

Sunday, September 27

September 28, 2020 - October 4, 2020

September 2020						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Monday, September 28

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

Tuesday, September 29

Wednesday, September 30

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

Thursday, October 1

- 7:00am - Poudre River Trail (Hall)
- 3:30pm - IG Adv. Board (Butler)
- 6:00pm - MPO (Gates/Payton)

Friday, October 2

Saturday, October 3

Sunday, October 4

Council Agenda Summary

September 1, 2020

Agenda Item Number 19

Title

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

Council's Recommended Action

A motion to approve the above authorizations.

Council Agenda Summary

September 1, 2020

Agenda Item Number 20

[Title](#)

Adjournment