



Mayor
Tom Norton

Councilmembers

Rochelle Galindo
Ward I

Brett Payton
Ward II

John Gates
Ward III

Michael Finn
Ward IV

Sandi Elder
At-Large

Robb Casseday
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

Regular Meeting

November 7, 2017 at 6:30 p.m.

**School District Six Board of Education Meeting Room
1025 9th Avenue, Greeley Colorado**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Recognitions and Proclamations
5. Citizen Input
6. Approval of Agenda
7. Reports from Mayor and Councilmembers
8. Petitions 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 City Council Proceedings of October 17, 2017 and the Special City Council Proceedings of October 24, 2017
10. Approval of the Report of the October 24, 2017 City Council Worksession
11. Consideration of Resolution authorizing the Mayor to enter into an amendment to an Intergovernmental Agreement between the City of Greeley and the City of Evans for construction of a minor arterial road at 65th Avenue, south of US 34 Bypass to 37th Street intersection

12. Consideration of a Resolution authorizing the City of Greeley to provide fire protection service to the UPIC – PDC Annexation, Cottonwood Bend Natural Area Annexation No. 1, Cottonwood Bend Natural Area Annexation No. 2, Cottonwood Bend Natural Area Annexation No. 3, and Dale Land Annexation, as set forth in Exhibit A of the petition to exclude territory from Western Hills Fire Protection District
13. Consideration of a Resolution authorizing the City of Greeley to provide fire protection service to the 1034 Enclave Annexation, Signature Bluffs Natural Area Annexation No. 1, Signature Bluffs Natural Area Annexation No. 2, and Signature Bluffs Natural Area Annexation No. 3, as set forth in Exhibit A of the petition to exclude territory from Windsor Severance Fire Protection District
14. Consideration of A Resolution of the City Council of the City of Greeley, Colorado, authorizing the City Attorney to enter into a release and settlement agreement with Linda Robbins

End of Consent Agenda

15. Pulled consent agenda items
16. Consideration of a Resolution of the City of Greeley Council authorizing the City to enter into a First Amendment to an Intergovernmental Agreement for Treated Water Service between the City of Greeley and the Town of Windsor
17. Scheduling of meetings, other events
18. Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
19. Adjournment

Council Agenda Summary

November 7, 2017

Agenda Item Number 1-3

Title

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

Mayor Norton
Councilmember Payton
Councilmember Galindo
Councilmember Gates
Councilmember Casseday
Councilmember Elder
Councilmember Finn

Council Agenda Summary

November 7, 2017

Agenda Item Number 4

Title

Recognitions and Proclamations

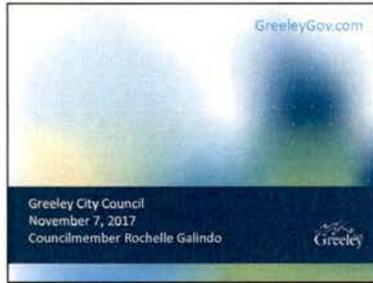
Summary

Councilmember Galindo will present the What's Great About Greeley Report.

Attachments

November 7, 2017 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



Franklin Middle School has been awarded an \$11,000 Innovation Station Grant from the OtterCares Foundation. School leaders applied for the grant to purchase laser cutting, drafting and soldering tools. These tools will assist students in completing innovative projects that test ingenuity and creativity. The grant helps the school fulfill its innovation plan, which was approved by the State Board of Education earlier this year. Christa McAuliffe STEM Academy was awarded a \$10,000 grant to enhance its coding and robotics offerings.

Slide 4



Congratulations to Greeley Public Works staff for being named the 2017 “You Show Us” Colorado state winner by the Federal Highway Administration. The award was given for the Keep Greeley Moving seal coat demonstration program in the Promontory Subdivision. A web site was created that included details on each section of seal coat testing and scoring with videos and photos, along with a feedback survey. The Technical Assistance Program, with Federal and state, as well as higher education and private sector collaborations, provides assistance and training to local governments. The program will now head to the regional competition.

Slide 5



For its work on the Aven’s Village playground, Greeley’s Parks Division recently received the 2017 Columbine Award for Best Renovated Facility Design from the Colorado Parks and Recreation Association. The Columbine Award recognizes best practices throughout the state with only one award given within each category. Although Greeley has won Columbine Awards in other categories, this is the City’s first recognition for Best Renovated Facility.

Slide 6



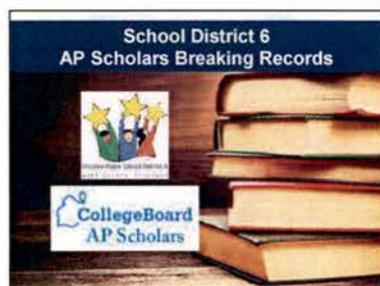
Aims Community College student, Lan (lan) Nguyen (win), has been named a 2017 Coca-Cola Leaders of Promise scholar. The \$1,000 scholarship helps students with educational expenses while enrolled in an associate degree program, and encourages recipients to assume leadership roles. Winners are selected based on scholastic achievement, community service and leadership potential. Lan was selected from nearly 1,000 applicants nationwide.

Slide 7



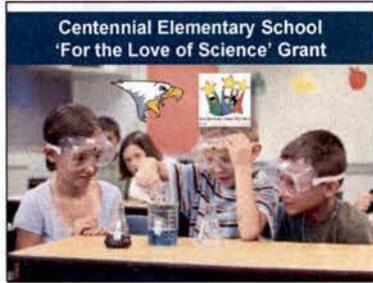
Congratulations to HorseBuds Therapeutic Riding Center in Greeley for receiving Group Publishing's Northern Colorado Award. Horsebuds was awarded \$3,000 to help keep riders and non-riders participating in therapeutic programs at a lower cost.

Slide 8



Earning the prestigious AP Scholar Awards from the National College Board is always a challenge for young students. In 2017, Greeley-Evans School District 6 students broke the District's record for local AP Scholar achievement. A total of 106 students earned the honor, more than ever recorded; and a record-breaking five students achieved National AP Scholar status.

Slide 9



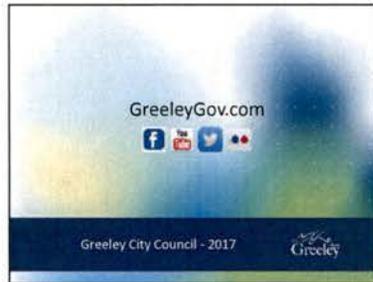
School District 6 Centennial Elementary School was awarded a \$4,500 grant from the Bond Family Foundation. The 'For the Love of Science' grant will help teachers and students partner with the University of Northern Colorado to create and share science curriculum, lesson plans and grade-appropriate science activities with colleagues in other schools.

Slide 10



University of Northern Colorado senior goalkeeper Madeline Burdick (burr-dick) has earned Big Sky Conference defensive player of the week honors after stopping 14 shots on goal when the Bears played Montana and Portland State. Go Bears!

Slide 11



Council Agenda Summary

November 7, 2017

Agenda Item Number 5

Title

Citizen Input

Summary

During this portion of the meeting, anyone may address the Council on any item of City business appropriate for Council's consideration that is not already listed on this evening's agenda.

Individual speakers will be limited to 3 minutes each. Council and staff will respond tonight, if possible, to questions or requests. If further time or discussion is needed, a staff member will contact you within the next couple of days. Some items may need to be scheduled for a future meeting.

Council Agenda Summary

November 7, 2017

Agenda Item Number 6

Title

Approval of the Agenda

Council Agenda Summary

November 7, 2017

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.

Board/Commission	Meeting Day/Time	Councilmember Assigned
--Team of 2-- Board/Commission Interviews	Monthly as Needed	Rotation
Water & Sewer Board	3 rd Wed, 2:00 pm	Norton
Youth Commission Liaison	4 th Mon, 6:30 pm	Payton
Historic Preservation Loan	As Needed	Galindo
Police Pension Board	Quarterly	Galindo
Employee Health Board	As Needed	Galindo
Airport Authority	3 rd Thur, 3:30 pm	Elder/Finn
Visit Greeley	3 rd Tues, 7:30 am	Finn
Upstate Colorado Economic Development	Last Wed, 7:00 am	Norton/Finn
Greeley Chamber of Commerce	4 th Mon, 11:30 am	Gates
Island Grove Advisory Board	1 st Thur, 3:30 pm	Gates
Weld Project Connect Committee (United Way)	As Needed	Gates
Downtown Development Authority	3 rd Thur, 7:30 am	Elder/Casseday
Transportation/Air Quality MPO	1 st Thur, 6:00 pm	Casseday/Norton, Alternate
Poudre River Trail	1 st Thur, 7:00 am	Finn
Highway 85 Coalition	As Needed	Payton
Highway 34 Coalition	As Needed	Payton
CML Policy Committee (Council or Staff)	As Needed	Norton/Payton, Alternate
CML Executive Board opportunity		Casseday
CML - Other opportunities	As Available/Desired	All

Council Agenda Summary

November 7, 2017

Agenda Item Number 8

Title

Petitions 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.

Petitions 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 Petitions and Related Information

Greeley City Council

Status Report of Council Petitions

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

November 7, 2017

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

November 7, 2017

Agenda Item Number 9

Key Staff Contact: Betsy Holder, City Clerk, 350-9742

Title

Approval of the City Council Proceedings of October 17, 2017 and the Special City Council Proceedings of October 24, 2017

Summary

A meeting of the City Council was held on October 17, 2017 and a special meeting of the City Council was held on October 24, 2017, in the School District Six Board of Education Meeting Room 1025 9th Avenue, Greeley, Colorado.

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

October 17, 2017 Proceedings

October 24, 2017 Special Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
October 17, 2017

1. Call to Order

Mayor Tom Norton called the meeting to order at 6:30 p.m., in the School District Six Board of Education Meeting Room, 1025 9th Avenue.

2. Pledge of Allegiance

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

3. Roll Call

Jessica Diagana, Assistant City Clerk, called the roll. Those present were Mayor Tom Norton and Councilmembers Robb Casseday, Sandi Elder, Mike Finn, Rochelle Galindo, John Gates and Brett Payton.

4. Recognitions and Proclamations

Councilmember Payton presented the What's Great about Greeley Report.

5. Citizen Input

Toy Archer, Greeley resident, expressed concerns about the building of a mosque at 1135 22th Street Road noting concerns about traffic, congestion, and noise. He asked that Council reconsider the approval of the building of a mosque.

Sarah Carlson, Greeley resident, also expressed concern about the mosque being built, as she believes it creates a secondary point of law. She questioned whether or not there were hearings held prior to approving the mosque to be built on the site and why citizens were not notified.

Cailey Arensman, Greeley resident, stated that she is a music student at the University of Northern Colorado and that she is proud to be part of a country that allows people freedom of religion and was present to show her support for the Constitution and all the people it protects. She expressed that she felt that it is dangerous to be so fearful of another religion that people would try to stop them from practicing their religion.

Mayor Norton stated that there was a proper review for the project and that according to the City's Planning Department the mosque, as a religious building, can be constructed on the site as it is a use-by-right, therefore, it would not come to City Council for review. Mayor Norton expressed that the issues surrounding the building of this mosque are building and the location of the building but that he has seen the community work hard to make everyone feel comfortable and that he hopes that continues stating that all religions have a right to practice. He stressed that the community needs to work together to understand our differences as opposed to having fears. He stated that the project has to be dealt with fairly as it is being done properly, noting it should stay in its presently approved form.

Councilmember Elder expressed her appreciation for citizens coming forward on this issue, but that people have the right to worship in any manner they see fit while abiding by the City's laws.

Councilmember Galindo stated that everyone has the freedom of religion and that it's within the right to build a mosque on this site as long as it complies with the current zoning. She referred to a Resolution that was recently adopted by Council that included a Report on Immigration to help bridge these gaps.

Councilmember Casseday expressed his agreement with Mayor Norton and his fellow Councilmembers and spoke of the upcoming Weld Project Connect event at Island Grove Regional Park which reaches out to help all citizens connect with available resources.

In response to a question from Councilmember Gates, Community Development Director Brad Mueller clarified that no public hearing was held, nor was one required as the construction of a mosque falls under a use-by-right under the current zoning.

6. Approval of Agenda

The agenda was approved upon noting that Item No. 17 will be considered after the adoption of Item No. 20 and was renumbered as Item No. 20A.

7. Reports from Mayor and Councilmembers

Councilmember Galindo reported her attendance at the first Multicultural Festival, noting its success, her attendance as a guest judge at the Outspoken Poetry Slam, and reminded her constituents of her Monthly Town Hall meeting, Roundtable with Rochelle, at Joe Molina's Art Gallery, the last Saturday of the month at 10:00 a.m.

Councilmember Gates spoke of the Heroes and Helpers Lunch at Winograd K-8 School and noted his participation on the Selection Committee for the High Plains Library District in their search for a new Board member.

Councilmember Elder spoke of the Be the Difference Partners Mentorship and encouraged people to go to their website to find children to mentor; her attendance at the Jobs of Hope Annual Banquet, and of the Sacco Family search for their daughter in Nepal.

Mayor Norton spoke of his attendance at the Colorado Municipal League Free Legislative meeting; the South I-25 meeting regarding funding; and of a letter of support from the City of Greeley for a grant request from the Highway 85 Coalition.

8. Petitions from Mayor and Councilmembers

There were no petitions offered from Councilmembers.

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

9. Acceptance of the Proceedings of the October 3, 2017 City Council Meeting

The Council action recommended was to approve the Proceedings.

10. Approval of the Report of the October 10, 2017 City Council Worksession

The Council action recommended was to accept the Report.

11. Consideration of a Resolution of the City of Greeley Council authorizing the City to enter into an Intergovernmental Agreement for the purchase of goods and services from Houston-Galveston Area Council

The Council action recommended was to adopt the resolution. (Resolution No. 81, 2017)

12. **Consideration of a Resolution dedicating 0.242 acres of property located at 95th Avenue, south of Highway 34 Business, and north of the Highway 34 Bypass, to be included in the 95th Avenue right-of-way**

The Council action recommended was to adopt the resolution. (Resolution No. 82, 2017)

13. **Consideration of a Resolution adopting Stormwater Utility Fees for 2018**

The Council action recommended was to adopt the resolution. (Resolution No. 83, 2017)

14. **Consideration of a Resolution of the City Council of the City of Greeley, Colorado, authorizing City staff to resolve claims with Work Out West (OC Sports) arising from a water main break incident occurring January 24, 2017 at 59th Avenue and 20th Street**

This item was pulled from the Consent Agenda.

15. **Consideration of a Resolution amending City Council's Policies and Protocol to modify Board and Commission residency provisions**

The Council action recommended was to adopt the resolution. (Resolution No. 85, 2017)

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

Councilmember Gates moved, seconded by Councilmember Galindo to approve the items on the Consent Agenda and their recommended actions with the exception of Item No. 14. The motion carried: 7-0

16. **Pulled Consent Agenda Items**

14. **Consideration of a Resolution of the City Council of the City of Greeley, Colorado, authorizing City staff to resolve claims with Work Out West (OC Sports) arising from a water main break incident occurring January 24, 2017 at 59th Avenue and 20th Street**

Councilmember Payton stated that he pulled this item to recuse himself from the vote due to a conflict of interest.

Councilmember Finn moved, seconded by Councilmember Casseday to adopt the resolution. The motion carried: 6-0 (Councilmember Payton was recused) (Resolution No. 84, 2017)

17. **Public hearing and final reading of an ordinance adopting the General Employee Pay Plan for 2018**

This item was considered as Agenda Item No. 20A.

18. **Public hearing and final reading of an Ordinance repealing and replacing Chapter 4.04.015 of the Greeley Municipal Code – Sales and Use Tax Definitions and make related changes to Chapter 4.04**

Victoria Runkle, Assistant City Manager, spoke of a history of collaboration with various entities, project overview, overview of changes, benefits of adopting standard definitions, collaborative discussions, concerns with one-stop payments, and reviewed next steps.

Mayor Norton opened the public hearing at 7:16 p.m., and no comments were offered.

Councilmember Casseday moved, seconded by Councilmember Elder to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 35, 2017**)

19. Public hearing and final reading of an ordinance amending Chapter 4.04 of the Greeley Municipal Code

Ms. Runkle highlighted the reasons for the amendments and highlighted the proposed amendments.

Mayor Norton opened the public hearing at 7:21 p.m., and no comments were offered.

Councilmember Elder moved, seconded by Councilmember Gates to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 36, 2017**)

20. Public hearing and final reading of an Ordinance adopting the Budget for 2018

Robert Miller, Budget & Compliance Manager, reviewed the 2018 budget adoption including a review of the budget presentations, revenue sources, expenditures, utility rates, budget total appropriation, expenditures by department, budget additions, major capital project fund highlights, project highlights, utility rate changes, and projected reserves for 2018.

Mayor Norton opened the public hearing at 7:29 p.m., and no comments were offered.

Councilmember Gates moved, seconded by Councilmember Payton to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 37, 2017**)

20A. Public hearing and final reading of an ordinance adopting the General Employee Pay Plan for 2018

Sharon McCabe, Human Resources Director, reported that this ordinance sets the 2018 Pay Plan for general employees and reviewed the associated merit and market increases.

Mayor Norton opened the public hearing at 7:31 p.m., and no comments were offered.

Councilmember Finn moved, seconded by Councilmember Galindo to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 38, 2017**)

21. Public hearing to consider a change of zone from I-L (Industrial Low Intensity) to R-H (Residential High Density) zoning for approximately 0.34 acres of property known as the 402 15th Street Rezone, and a public hearing and final reading of an Ordinance changing the official zoning map to reflect the same

Brad Mueller reviewed the rezone request for 402 15th Street including surrounding zoning and uses, proposed use, approval criteria, neighborhood notification, and noted a recommendation of unanimous approval from the Planning Commission on September 26, 2017.

Mayor Norton opened the public hearing at 7:36 p.m.

Tom Canzona, Greeley resident, urged Council to approve this request to get better use out of the land considering the shortage of rentals in Greeley as it works to improve the neighborhood.

Mayor Norton closed the public hearing at 7:38 p.m.

Councilmember Finn moved, seconded by Councilmember Casseday to find that, based on the project summary and accompanying analysis, the proposed rezoning from I-L (Industrial Low Intensity) to R-H (Residential High Density) zoning meets Development Code Section 18.30.050(c)(3) b, f, g and h; and, therefore, approves the rezone. The motion carried: 7-0

Councilmember Finn moved, seconded by Councilmember Casseday to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 39, 2017**)

22. Public hearing to consider a change of zone from H-A (Holding Agriculture) to C-H (Commercial High Intensity) zoning for approximately 6.21 acres of property known as the 1215 95th Avenue Rezone, and a public hearing and final reading of an Ordinance changing the official zoning map to reflect the same

Mr. Mueller reviewed the rezone request for 1215 95th Avenue including location, background, staff analysis, and noted the Planning Commission's unanimous approval on September 26, 2017.

Mayor Norton opened the public hearing at 7:42 p.m., and no comments were offered.

Councilmember Casseday moved, seconded by Councilmember Gates to find that, based on the project summary and accompanying analysis, the proposed rezoning from H-A (Holding Agriculture) to C-H (Commercial High Intensity) zoning meets Development Code Section 18.30.050(c)(3) a, f and g; and, therefore, approves the rezone. The motion carried: 7-0

Councilmember Casseday moved, seconded by Councilmember Payton to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 40, 2017**)

23. Public hearing to consider a change of zone from R-L (Residential Low Density) to C-H (Commercial High Intensity) zoning, with an accompanying Development Concept Master Plan, for approximately 1.581 acres of property known as the 4704 24th Street Rezone, and a public hearing and final reading of an Ordinance changing the official zoning map to reflect the same

Mr. Mueller reviewed the rezone request for 2704 24th Street including a Development Concept Master Plan (DCMP), location, surrounding zoning, approval criteria, neighborhood meeting, notice, traffic impacts, and noted the Planning Commission's unanimous approval on September 26, 2017.

Mayor Norton opened the public hearing at 7:51 p.m., and no comments were offered.

Councilmember Elder moved, seconded by Councilmember Finn to find that, based on the project summary and accompanying analysis, the proposed rezoning from R-L (Residential Low Density) to C-H (Commercial High Intensity) zoning meets Development Code Section 18.30.050(c)(3) a, b, f, g and h and Section 18.30.055 and, therefore, approves the rezone. The motion carried: 7-0

Councilmember Elder moved, seconded by Councilmember Finn to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 41, 2017**)

24. Public hearing to consider a change of zone from PUD (Planned Unit Development) to R-H (Residential High Density) zoning for approximately 3.96 acres of property known as the West Point Commerce Center Rezone, and a public hearing and final reading of an Ordinance changing the official zoning map to reflect the same

Councilmember Casseday recused himself from this matter after receiving advice of the City Attorney and left the meeting at 7:54 p.m.

Mr. Mueller reviewed the rezone request including the vicinity map, proposal, approval criteria, staff review, neighborhood meeting and notification, and noted the Planning Commission's unanimous approval on September 26, 2017.

Stephanie Hansen, Urban Planner, reviewed request for the West Point Commerce Center rezone and spoke of the history of the zoning and amendments, current conditions, existing zoning, existing uses, proposed use mix, public outreach with homeowners within the notification area highlighting what has been done to address the concerns of the neighborhood.

Mayor Norton opened the public hearing at 8:09 p.m.

Randy Grobard, Greeley resident, expressed his concerns about overcrowding and parking. Mayor Norton stated that parking issues would fall under the management of the property itself.

Mayor Norton closed the public hearing at 8:11 p.m.

Councilmember Payton moved, seconded by Councilmember Galindo to find that, based on the project summary and accompanying analysis, the proposed rezoning from PUD (Planned Unit Development) to R-H (Residential High Density) zoning meets Development Code Section 18.30.050(c)(3) a, b, f and g; and, therefore, approves the rezone. The motion carried: 6-0 (Councilmember Casseday recused)

Councilmember Payton moved, seconded by Councilmember Galindo to adopt the ordinance and publish with reference to title only. The motion carried: 6-0 (**Ordinance No. 42, 2017**) (Councilmember Casseday recused)

25. Public hearing and final reading of an Ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located within Weld County, Colorado, known as the "Dale Land Annexation" located at 398 East 18th Street

Councilmember Casseday rejoined the meeting at 8:13 p.m.

Mr. Mueller spoke of both Item Nos. 25 and 26 as one report. He reviewed the annexation request including vicinity map, annexation criteria, existing zoning, establishment of zoning, and the approval recommendation from Planning Commission.

Mayor Norton opened the public hearing at 8:19 p.m., and no comments were offered.

Councilmember Payton recused himself from this matter to avoid the appearance of a conflict of interest and left the meeting at 8:20 p.m.

Councilmember Finn moved, seconded by Councilmember Elder to direct the City Attorney to prepare a resolution setting forth the Council's findings and conclusions that: 1) the applicable parts of the Colorado Revised Statutes, Sections 31-12-104 and 31-12-105 are met, 2) an election is not required, and 3) there are no additional terms and conditions imposed. The motion carried: 6-0 (**Resolution No. 86, 2017**) (Councilmember Payton recused)

Councilmember Finn moved, seconded by Councilmember Gates to adopt the findings of the Planning Commission that, based upon the application received and associated analysis, the proposed Dale Land Annexation meets the approved criteria found in Section 18.26.050(a)(1 through 5) and, therefore, adopt the ordinance and publish with reference to title only. The motion carried: 6-0 (**Ordinance No. 43, 2017**) (Councilmember Payton was recused)

26. Public hearing to consider establishing I-M (Industrial Medium Intensity) zoning for property recently annexed and known as the "Dale Land Annexation" located at 398 East 18th Street, and a public hearing and final reading of an ordinance changing the official zoning map of the City of Greeley, Colorado, to reflect the same

Mayor Norton opened the public hearing at 8:21 p.m., and no comments were offered.

Councilmember Gates moved, seconded by Councilmember Finn to find that, based on the project summary and accompanying analysis, the proposed establishment of zoning to I-M (Industrial Medium Intensity) zone district meets Development Code Section 18.26.070; and, therefore, approve the establishment of zoning. The motion carried: 6-0 (Councilmember Payton was recused)

Councilmember Gates moved, seconded by Councilmember Finn to adopt the ordinance and publish with reference to title only. The motion carried: 6-0 (**Ordinance No. 44, 2017**) (Councilmember Payton recused)

Councilmember Payton rejoined the meeting at 8:22 p.m.

27. Public hearing and final reading of three (3) Ordinances annexing to the City of Greeley, Colorado, certain unincorporated territories located within Weld County, Colorado, known as the "Signature Bluffs Natural Area Annexation Nos. 1-3," located east of 83rd Avenue and the Poudre River Learning Center and north of Poudre River Road

Mr. Mueller spoke of both Item Nos. 27 & 28 as one report. He reviewed the annexation request including vicinity map, Poudre Learning Center reach, and the approval recommendation from the Planning Commission.

Mayor Norton opened the public hearing at 8:26 p.m., and no comments were offered.

Councilmember Elder moved, seconded by Councilmember Finn to direct the City Attorney to prepare a resolution setting forth the Council's findings and conclusions that: 1) the applicable parts of the Colorado Revised Statutes, Sections 31 12 104 and 31 12 105 are met, 2) an election is not required, and 3) there are no additional terms and conditions imposed. The motion carried: 7-0 (**Resolution No. 87, 2017**)

Councilmember Casseday moved, seconded by Councilmember Gates to adopt the findings of the Planning

Commission that, based upon the application received and associated analysis, the proposed Signature Bluffs Natural Area Annexation No. 1 meets the approved criteria found in Section 18.26.050(a)(1 through 5) and, therefore, adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 45, 2017**)

Councilmember Finn moved, seconded by Councilmember Elder to adopt the findings of the Planning Commission that, based upon the application received and associated analysis, the proposed Signature Bluffs Natural Area Annexation No. 2 meets the approved criteria found in Section 18.26.050(a)(1 through 5) and, therefore, adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 46, 2017**)

Councilmember Gates moved, seconded by Councilmember Galindo to adopt the findings of the Planning Commission that, based upon the application received and associated analysis, the proposed Signature Bluffs Natural Area Annexation No. 3 meets the approved criteria found in Section 18.26.050(a)(1 through 5) and, therefore, adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 47, 2017**)

28. **Public hearing to consider establishing C-D (Conservation District) zoning for properties recently annexed and known as the “Signature Bluffs Natural Area Annexation Nos. 1-3” located east of 83rd Avenue and the Poudre River Learning Center and north of Poudre River Road, and a public hearing and final reading for three (3) ordinances changing the official zoning map of the City of Greeley, Colorado, to reflect the same**

Mayor Norton opened the public hearing at 8:29 p.m., and no comments were offered.

Councilmember Galindo moved, seconded by Councilmember Gates to find that, based on the project summary and accompanying analysis, the proposed establishment of zoning to C-D (Conservation District) zone district meets Development Code Section 18.26.070; and, therefore, approve the establishment of zoning. The motion carried: 7-0

Councilmember Payton moved, seconded by Councilmember Galindo to adopt the ordinances and publish them with reference to title only. The motion carried: 7-0 (**Ordinance Nos. 48, 49 & 50, 2017**)

29. **Consideration of a Resolution declaring support for November 7, 2017 Greeley Ballot Issue 2K, which asks whether, without changing the rate of any existing city sales or use tax, the City should be authorized to keep and spend all revenues collected from the .65% sales and use tax increase approved for street-related improvements and repairs at the election held November 3, 2015**

Mayor Norton and Council expressed their support of staff and the work that has been done on the streets and their hope to continue to spend these tax dollars on the Street Improvement Program.

Councilmember Galindo moved, seconded by Councilmember Casseday to adopt the resolution. The motion carried: 7-0 (**Resolution No. 88, 2017**)

30. **Appointment of applicants to the following Boards and Commissions: Citizen Transportation Advisory Board, Downtown Development Authority, Greeley Art Commission, Historic Preservation Commission, Rodarte Community Center Advisory Board, and Youth Commission**

Citizen Transportation Advisory Board
Downtown Development Authority
Greeley Art Commission

Historic Preservation Commission
Rodarte Community Center Advisory Board
Youth Commission

Gloria Hice-Idler
Justin Ghofrani
James Klingman
Laurel LaBonde
Margaret Thompson
Paige Johnson
Jaxson Liscano-Garcia

31. Scheduling of Meetings, Other Events

Councilmember Finn moved, seconded by Councilmember Payton to call a special Council meeting for October 24, 2017, at 4:30 p.m., for the purpose of conducting an Executive Session to receive advice from the City Attorney and to discuss personnel reporting to the City Council. The motion carried: 7-0

32. 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 Galindo moved, seconded by Councilmember Casseday to approve the above authorizations, and the motion carried: 7-0

33. Adjournment

There being no further business to come before the Council, Mayor Tom Norton adjourned the meeting at 8:38 p.m.

Thomas E. Norton, Mayor

Jessica Diagana, Assistant City Clerk

City of Greeley, Colorado
SPECIAL CITY COUNCIL PROCEEDINGS
October 24, 2017

1. Call to Order

Mayor Tom Norton called the meeting to order at 4:30 p.m., in the School District Six Board of Education Meeting Room, 1025 9th Avenue.

2. Pledge of Allegiance

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

3. Roll Call

Cheryl Aragon, Deputy City Clerk, called the roll. Those present were Mayor Tom Norton and Councilmembers Robb Casseday, Sandi Elder, Mike Finn, Rochelle Galindo, John Gates and Brett Payton.

4. Consideration of an Executive Session

Councilmember Elder moved, seconded by Councilmember Finn to go into an Executive Session to receive advice from the City Attorney and to discuss personnel reporting to the City Council, as provided under C.R.S. 24-6-402(4) (b) and (f) and Greeley Municipal Code 2.04.020(2) and (6). The motion carried: 7-0

The Council moved into Executive Session at 4:33 p.m. The Executive Session ended at 5:10 p.m.

5. Possible Action Immediately following the Executive Session

No action was taken following the Executive Session.

6. Scheduling of Meetings, Other Events

No additional meetings, or other events were scheduled.

7. Adjournment

There being no further business to come before the Council, Mayor Tom Norton adjourned the meeting at 5:10 p.m.

Thomas E. Norton, Mayor

Cheryl Aragon, Deputy City Clerk

Council Agenda Summary

November 7, 2017

Agenda Item Number 10

Key Staff Contact: Betsy Holder, City Clerk, 350-9742

Title

Acceptance of the Report of the October 24, 2017 City Council Worksession

Summary

A City Council Worksession was held on October 24, 2017, in the School District Six Board of Education Meeting Room, 1025 9th Avenue, Greeley, Colorado.

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

October 24, 2017 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
 October 24, 2017

The meeting was called to order at 5:12 p.m. by Mayor Tom Norton, in the School District Six Board of Education Meeting Room, 1025 9th Avenue.

Those present were Mayor Tom Norton and Councilmembers Robb Casseday, Sandi Elder, Mike Finn, John Gates, Rochelle Galindo, and Brett Payton.

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

1. RAILROAD QUIET ZONE UPDATE

Tom Hellen, City Engineer, reported that in 2016 the Federal Railroad Administration (FRA) opened train horn rules for comment nationwide and also held a meeting with FRA officials, both Colorado U.S. Senators, the City's U.S. Representative and local officials on June 17, 2016. At the June 14, 2016 City Council Worksession, background information on the train horn rules and a comment letter to the FRA were presented. A follow-up report was presented to City Council on January 10, 2017 and a decision was made to conduct a preliminary Quiet Zone study to more accurately determine options and costs for future consideration. To date no changes to the federal train horn rules have come out and none are anticipated any time soon.

Mr. Hellen noted that with direction from City Council to proceed with a preliminary Quiet Zone study a Request for Proposal was prepared, advertised and distributed to known railroad engineering consultants. Six proposals were received and the top 3 rated submittals were interviewed. CTC, Inc. was selected to perform the study.

Mr. Hellen stated that CTC began work in May and has prepared two separate reports; one for the Union Pacific Railroad (UPRR) crossings that run N/S located west of Highway 85 and one for the Great Western Railway (GWR) crossings generally running along North Greeley from 8th Avenue to 'O' Street just west of 59th Avenue; outlining the options and costs of establishing a Quiet Zone within Greeley.

Mr. Hellen reviewed a summary of options available to Council and noted that staff is recommending an option entitled Option C in the report which is to end the quiet zone at 14th Avenue installing crossing gates at 9th Avenue, 11th Avenue, and 14th Avenue with concrete medians sufficient to qualify as a quiet zone, with consideration for adding 35th Avenue. He noted that this is the lowest cost option of all the options he reviewed.

Mayor Norton expressed his support for the report and encouraged getting it in the budget to see what can be done.

Mayor Norton then left the meeting at 5:25 p.m.

Councilmember Casseday expressed appreciation for the study and stated that he is ready to move forward as recommended. He added that this is a great plan and would support Option C. He suggested getting this in the queue now, along with other grant opportunities that might be available.

Councilmember Finn noted that the recommendation is a good one and would support it, as did Councilmember Elder.

Councilmembers Galindo and Payton expressed hesitation about closing off another street in this area, but that would be their only concerns. They both expressed appreciation for the work and the report.

Mayor ProTem Gates stated that he likes the project, but wants to be cautious about getting input from all stakeholders and those most affected.

2. 3RD QUARTER CIP REPORT

Joel Hemesath, Public Works Director, reported that staff in the Public Works, Water & Sewer, and Culture Parks & Recreation Departments work together each month on an internal committee called the Capital Projects Committee (CPC) that consists of department heads and division managers that meet and coordinate capital projects. This coordination includes 5 year planning, budget status updates, and coordination of projects to minimize disruption to areas, debriefing on projects, and training. Each quarter, staff assembles a report that details the status of projects.

Mr. Hemesath noted that this year's budget has 89 projects for a total of \$153,032,444 and proceeded to review the status of those projects to date.

Bob Neal, Water & Sewer Operations Manager, also reviewed a variety of Water & Sewer projects going on currently that are a part of these 89 projects.

3. MONTHLY FINANCIAL REPORT

Robert Miller reviewed the Monthly Financial Report for the month ended September 30, 2017. He reviewed the report by fund and provided a General Fund summary, as well as sales tax distribution and the water and sewer funds in particular.

4. SCHEDULING OF MEETINGS, OTHER EVENTS

Becky Safarik, Assistant City Manager, reported that there is one item at least to be considered, so the November 7, 2017, regular City Council Meeting will go on as scheduled. There had been some discussion of cancelling the meeting.

There being no further business to come before the Council, Mayor ProTem Gates adjourned the meeting at 6:19 p.m.

Cheryl Aragon, Deputy City Clerk

Council Agenda Summary

November 7, 2017

Agenda Item Number 11

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

Title

Consideration of Resolution authorizing the Mayor to enter into an amendment to an Intergovernmental Agreement between the City of Greeley and the City of Evans for construction of a minor arterial road at 65th Avenue, south of US 34 Bypass to 37th Street intersection

Summary

The City of Greeley and the City of Evans entered into an intergovernmental agreement (IGA) in 2014 for the construction of 65th Avenue, south of US 34 Bypass to 37th Street intersection. Construction was anticipated to occur simultaneously between the cities and bid as one project. Due to delays in Right of Way acquisition by the City of Evans two separate bids were obtained. Construction on Greeley's portion of the project began on October 16, 2016 and was completed on August 24, 2017. The City of Evans' portion began construction on July 22, 2017 and is currently projected to be completed by the end of the year.

The connection between the two separate construction contracts as shown on the design drawings would have created a patchwork of asphalt paving at the median at Orchard Park Drive. The Greeley-Evans IGA Map (attached) shows the area of construction interface. Greeley's contract called for asphalt paving to the south City limit line while the City of Evans contract had the construction of the median and other associated work. This would have resulted in removing new asphalt and patching around the median creating less than desirable appearance to a new road. To rectify that situation the Engineering Departments of both Greeley and Evans determined that creating a revised connection point for the asphalt paving would result in a better end product. Because that resulted in Evans constructing a portion of work within Greeley an IGA is needed to remit payment to Evans for the additional cost of construction. A review of the costs shows an estimated savings of \$20,000 to Greeley based on the different bid prices from the two contractors.

Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial or onetime impact?	\$52,808.80
What is the annual impact?	\$0
What fund of the City will provide funding?	312 – Transportation Development
What is the source of revenue within the fund?	Development Fees and CDOT Grant
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	

Additional Comments: The City did receive grant funding for this project but this agreement is outside of that grant. Money for this work is available in the previously approved project budget.

Legal Issues

The City Attorney's Office has reviewed the IGA.

Other Issues and Considerations

None

Applicable Council Goal or Objective

Infrastructure & Growth: Public Facilities & Equipment

Image: Appealing Community Entryways & Corridors

Decision Options

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

Council's Recommended Action

A motion to adopt the Resolution.

Attachments

Resolution

Greeley-Evans IGA

Exhibit A – Final Cost Estimate

Exhibit B - Greeley –Evans IGA Map

Resolution No. 37, 2014

CITY OF GREELEY, COLORADO

RESOLUTION NO. __, 2017

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT
TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
GREELEY AND THE CITY OF EVANS FOR CONSTRUCTION OF A MINOR
ARTERIAL ROAD AT 65TH AVENUE, SOUTH OF US 34 BYPASS TO 37TH STREET
INTERSECTION**

WHEREAS, in accordance with C.R.S. §§29-1-201 and 29-1-203, governmental entities are permitted and encouraged to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other units of government for funding and services lawfully authorized by each other; and,

WHEREAS, the City of Greeley and the City of Evans each have jurisdiction of portions of 65th Avenue, south of US 34 Bypass; and,

WHEREAS, both the City of Greeley and the City of Evans believe that road improvements to 65th Avenue in their respective jurisdictions are necessary and appropriate; and,

WHEREAS, pursuant to Resolution 37, 2014 (attached hereto and incorporated herein as Exhibit A), the City Council authorized the Mayor to execute an intergovernmental agreement (IGA) defining the respective roles and responsibilities of the City of Greeley and the City of Evans regarding completion of road improvements to 65th Avenue; and,

WHEREAS, the maximum estimated construction costs and payments outlined in the existing IGA have changed; and,

WHEREAS, the estimated completion date of the road improvements projected by the existing IGA has changed; and,

WHEREAS, these changes to original estimates necessitate an amendment to the existing IGA; and

WHEREAS, it is in the best interests of the citizens of the City of Greeley to enter into an amended IGA to continue to enjoy the resulting cost savings to the City with respect to improvements to 65th Avenue.

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

1. The City Council hereby authorizes the City to enter into the Amended Intergovernmental Agreement, attached hereto and incorporated herein as Exhibit B.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 7TH DAY OF NOVEMBER, 2017.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR
CONSTRUCTION OF A MINOR ARTERIAL
AT 65TH AVENUE, SOUTH OF US 34 BYPASS TO 37TH STREET INTERSECTION**

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF A MINOR ARTERIAL AT 65TH AVENUE, SOUTH OF US 34 BYPASS TO 37TH STREET INTERSECTION (“IGA Amendment”) is entered into this _____ day of _____, 2017, between the City of Greeley, Colorado (“Greeley”), with offices located at 1000 10th Street, Greeley, Colorado 80631, and the City of Evans, Colorado (“Evans”), with offices located at 1100 37th Street, Evans, Colorado 80620.

WHEREAS, Greeley and Evans entered into an Intergovernmental Agreement (“Original IGA”) for construction of a minor arterial at 65th Avenue, south of US 34 Bypass to 37th Street intersection (“the PROJECT”) on or about July 1, 2014; and,

WHEREAS, the parties wish to continue to work on the PROJECT until its completion.

NOW, THEREFORE, FOR CONSIDERATION, THE ADEQUACY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

I. Paragraph 1 of the Original IGA is hereby deleted in its entirety and replaced as follows:

1. MAXIMUM ESTIMATED COSTS AND PAYMENT FOR THE PROJECT. Each party shall be responsible for payment of all internal and external costs for work done in their jurisdiction. Greeley agrees to reimburse Evans the construction costs, as shown on Exhibit “A”, associated with the construction of infrastructure features between the southern Greeley City Limits and Station 21+20, as shown on Exhibit “B”, previously included in the Greeley portion of the work. The costs shown in Exhibit “A” are computed using the actual unit costs as received by Evans during bidding of the PROJECT. Evans will invoice Greeley at the completion of this construction, including copies of all invoices and supporting documentation associated with the invoice for the PROJECT. Subject to the approval of the invoice by Greeley, which approval will not be unreasonably withheld, Greeley shall reimburse Evans within thirty (30) days of receipt of the invoice.

II. Paragraph 2 of the Original IGA is hereby deleted in its entirety and replaced as follows:

2. PROJECT SCHEDULE. Evans is currently projected to complete the PROJECT construction by December 31, 2017.

III. Paragraph 3 of the Original IGA is hereby deleted in its entirety and replaced as follows:

3. APPROPRIATION OF FUNDS. Greeley and Evans agree that they have funding for the PROJECT and are committed to its completion. Should additional funding become necessary due to unforeseen circumstances all efforts to acquire necessary funding shall be done to ensure PROJECT is completed or done so in a condition that is safe for the traveling public in all modes of transportation.

IV. Paragraph 4 of the Original IGA is hereby deleted in its entirety and replaced as follows:

4. ROADWAY STANDARDS. The Parties agree that the entire roadway shall meet or exceed City of Evans design and construction standards.

V. Paragraph 5 of the Original IGA is hereby deleted in its entirety and replaced as follows:

5. PROJECT MANAGEMENT AND INSPECTION. The Parties agree that each will provide project management and inspection for their portions of the PROJECT and will coordinate on an as needed basis for the interface between Parties.

VI. Paragraph 11 of the Original IGA is hereby deleted in its entirety and replaced as follows:

11. NOTICES. All notices required herein shall be mailed via First Class Mail to the parties' representatives at the addresses set forth below:

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

CITY OF EVANS
Fred Starr, Public Works Director
City of Evans, Public Works Dept.
1100 37th Street
Evans, CO 80620-2036
Phone: 970-475-1110
fstarr@evanscolorado.gov

VI. ALL OTHER TERMS OF THE ORIGINAL IGA REMAIN IN FULL FORCE AND EFFECT.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this IGA Amendment the day and year first above written.

CITY OF GREELEY, COLORADO

CITY OF EVANS, COLORADO

By: _____
Mayor

By: _____
Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
City Manager

REVIEWED FOR AVAILABILITY OF FUNDS:

By: _____
Director of Finance

Exhibit A
Final Cost Estimate
65th Avenue Improvements
City of Greeley and Evans Construction Transition
8/23/17

Item No.	Contract Item No.	Contract Item	Unit	Quantities	Walsh Construction Unit Price	Total Cost
1	202-00220	Limits of Removal (includes asphalt, millings, and any other material) (Used Walsh's Removal of Asphalt Mat Bid Item for unit price)	SY	1543	\$ 8.00	\$ 12,344.00
2	210	Modify Irrigation System (962 SF of Spray Irrigation & 100' for mainline)	LS	1	\$ 3,500.00	\$ 3,500.00
3	210-04010	Adjust Manhole	EA	2	\$ 550.00	\$ 1,100.00
4	212-00006	Seeding (Native)	AC	0.0246	\$ 4,000.00	\$ 98.40
5	212-00032	Soil Conditioning	AC	0.0246	\$ 4,000.00	\$ 98.40
6	216-00201	Soil Retention Blanket (Straw-Coconut) (Biodegradable Class 1)	SY	120	\$ 5.00	\$ 600.00
7	304-06000	Aggregate Base Course (Class 6) (9 Inch)	TON	402	\$ 22.00	\$ 8,844.00
8	403-33751	Hot Mix Asphalt (Grade S) (75) (PG 64-28) (6.5 Inch)	TON	290	\$ 80.00	\$ 23,200.00
9	627-00005	Epoxy Pavement Marking	GAL	2	\$ 350.00	\$ 700.00
10	627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF	166	\$ 14.00	\$ 2,324.00

TOTAL REIMBURSEMENT COST \$ 52,808.80

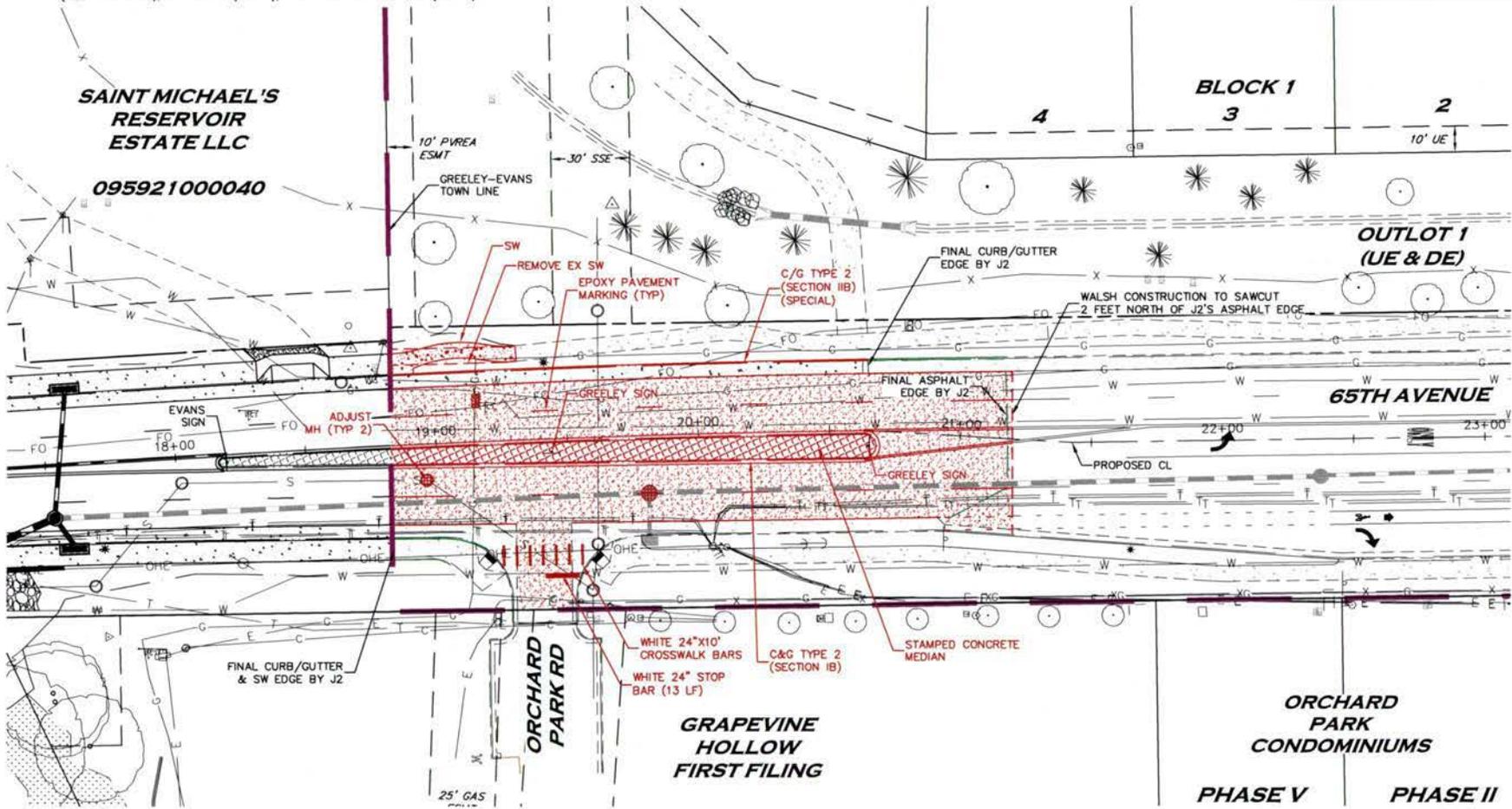
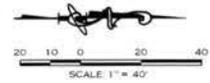
NOTE:

1. ALL ITEMS SHOWN IN RED WILL BE COMPLETED BY WALSH CONSTRUCTION AS PART OF EVANS 65TH AVENUE IMPROVEMENTS PROJECT. THE CITY OF GREELEY WILL REIMBURSE THE CITY OF EVANS AS PART OF THE 65TH AVENUE IMPROVEMENTS INNER GOVERNMENTAL AGREEMENT.

2. PLEASE NOTE THE LIMITS OF REMOVAL FOR WALSH CONSTRUCTION TO PREPARE THE SUBGRADE AND REMOVE ASPHALT, MILLINGS, AND OTHER MATERIAL ARE NOT SHOWN ON THIS DRAWING FOR CLARITY. LIMITS OF REMOVAL INCLUDE LIP TO LIP (WEST AND EAST), CITY LIMITS (SOUTH), AND WALSH SAWCUT LINE (NORTH).



PROPOSED ASPHALT PAVEMENT



65TH AVENUE IMPROVEMENTS
GREELEY AND EVANS CONSTRUCTION TRANSITION
6-29-17

THE CITY OF GREELEY, COLORADO

RESOLUTION NO. 37, 2014

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREELEY AND THE CITY OF EVANS FOR FINAL DESIGN OF AN ARTERIAL ROAD AT 65TH AVENUE SOUTH OF 29TH STREET TO 37TH STREET

WHEREAS, in accordance with C.R.S. §29-1-201 and §29-1-203, governmental entities are permitted and encouraged to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other units of government for funding and services lawfully authorized by each other; and,

WHEREAS, the City of Greeley and the City of Evans each have jurisdiction of portions of 65th Avenue, south of US 34 Bypass; and

WHEREAS, both the City of Greeley and the City of Evans believe that road improvements to 65th Avenue in their respective jurisdiction are necessary and appropriate; and

WHEREAS, these road improvements are necessary due to the increased development in the area, the poor condition of the road, and the impending construction of a new Middle School in the area; and

WHEREAS, the City of Greeley has received grant funding that will allow 65th Avenue to be widened;

WHEREAS, the City of Greeley and the City of Evans have determined that partnering on this project will allow them to share the local match costs of a single final design for 65th Avenue improvements; and

WHEREAS, both parties hereto desire to enter into an Intergovernmental Agreement for the purpose of defining their respective roles and responsibilities regarding the completion of the road improvements to 65th Avenue; and

WHEREAS, it is in the best interests of the citizens of the City of Greeley to enter into this Intergovernmental Agreement which will result in cost savings to the City with respect to improvements to 65th Avenue.

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

1. The City Council hereby authorizes the City to enter into the Agreement, attached hereto and incorporated herein as Exhibit A.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 1st day of July,
2014

ATTEST:

THE CITY OF GREELEY, COLORADO


Betsy A. Holder
City Clerk

John Andrews
Mayor Pro Tem

**INTERGOVERNMENTAL AGREEMENT FOR
FINAL DESIGN OF A MINOR ARTERIAL STREET
AT 65TH AVENUE, SOUTH OF US 34 BYPASS TO 37TH STREET INTERSECTION**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the City of Greeley, Colorado (hereinafter referred to as "Greeley,"), with offices located at 1000 10th Street, Greeley, Colorado 80631, and the City of Evans, Colorado (hereinafter referred to as "Evans"), with offices located at 1100 37th Street, Evans, Colorado 80620, for final design of a portion of 65th Avenue as a minor arterial street between US 34 Bypass and 37th Street .

WITNESSETH:

WHEREAS, Greeley and Evans each have jurisdiction of portions of 65th Avenue, south of US 34 Bypass as depicted on Exhibit "C"; which is attached hereto and incorporated herein by this reference: and,

WHEREAS, the parties desire to jointly enter into the Scope of Work as shown on Exhibit A which is attached hereto and incorporated herein by this reference (hereafter referred to as the "PROJECT"); and

WHEREAS, each party wishes to make road improvements to 65th Avenue in their respective jurisdiction and share the local match costs of a grant for 65th Avenue from US 34 Bypass to 37th Street for final design for 65th Avenue improvements; and

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

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

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

1. MAXIMUM ESTIMATED COSTS AND PAYMENT PARTY FOR THE PROJECT.

This is a joint project between Greeley and Evans for the final design of a minor arterial street. Greeley will be coordinating the final design. The PROJECT limits between Greeley and Evans are US 34 Bypass to 37th Street Intersection along 65th Avenue.

a. The maximum estimated cost to each party for the PROJECT, as specifically detailed on IGA, is as follows:

City of Greeley Costs	\$ 141,750.00 (75%)
City of Evans Costs	\$ 47,250.00 (25%)
Total Local Match Project Costs	\$ <u>189,000.00</u>

It is understood and agreed by both parties hereto that the total cost of the **local match** project stated herein is the best estimate available and such cost is subject to revisions based upon the actual costs for the items shown in IGA), which are agreed by the parties prior to bid and award.

- b. Greeley shall be responsible for payment of all internal and external maximum costs as shown on IGA. Evans agrees to reimburse Greeley the costs associated with this PROJECT on a pro rata basis by line item as represented in IGA of this Agreement identified as the "Evans Share" and "Evans Fee". Greeley shall invoice Evans monthly, including copies of all invoices and supporting documentation associated with the invoice for the PROJECT. Subject to the approval of the invoice by Evans, which approval will not be unreasonably withheld, and limitations of paragraph 1.a, Evans shall reimburse Greeley within thirty (30) days of receipt of each invoice.
2. PROJECT SCHEDULE. Greeley will coordinate the PROJECT design schedule as specified in Exhibit "B" which is attached hereto and incorporated herein by this reference.
 3. AMOUNT CONTINGENT UPON APPROPRIATION OF FUNDS. This Agreement is contingent upon all funds designated for the PROJECT herein being made available from Greeley and Evans. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party upon written notice being delivered to the other party.
 4. ROADWAY STANDARDS The Parties agree that the entire roadway shall meet or exceed City of Greeley Standards provide that the south 900' of the project and the 37th Street intersection is intended to meet or exceed City of Evans roadway standards as well. Design standards shall be set forth in Exhibit "A".
 5. JOINT RESPONSIBILITIES.
The Parties shall be jointly responsible for the review of the final design.
 6. ENTIRE AGREEMENT. This writing, together with the exhibits hereto, constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

7. PRESERVATION OF IMMUNITY. Nothing in this agreement shall be construed as a waiver of immunity provided by common law or by state statute, including the Colorado Governmental Immunity Act, Section 24-10-101, et.seq., C.R.S.; and further shall not be deemed as an assumption of any duty with respect to any non-party to this Agreement.
8. NO THIRD PARTY BENEFICIARY ENFORCEMENT. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be incidental beneficiary only.
9. MODIFICATION AND BREACH. This Intergovernmental Agreement contains the entire agreement and understanding between the parties to this and supersedes any other Intergovernmental Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Intergovernmental Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Intergovernmental Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
10. REMEDIES. This Agreement shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Agreement will be held in Weld County, Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, including but not limited to specific performance. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
11. NOTICES. All notices required herein shall be mailed via First Class Mail to the parties' representatives at the addresses set forth below:

CITY OF GREELEY:
Steven Bagley, City Engineer
City of Greeley, Public Works Dept.
1001 9th Avenue
Greeley, CO 80631
Phone: 970-350-9792
Steve.Bagley@greeleygov.com

CITY OF EVANS
Fred Starr, Public Works Director
City of Evans, Public Works Dept.
1100 37th Street
Evans, CO 80620-2036
Phone: 970-475-1110
FStarr@evanscolorado.gov

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GREELEY, COLORADO

CITY OF EVANS, COLORADO

By: *John Smith*
Mayor

By: *[Signature]*
Mayor

ATTEST: *Betsy D. Hester*
City Clerk

ATTEST: *[Signature]*
City Clerk



APPROVED AS TO LEGAL FORM:

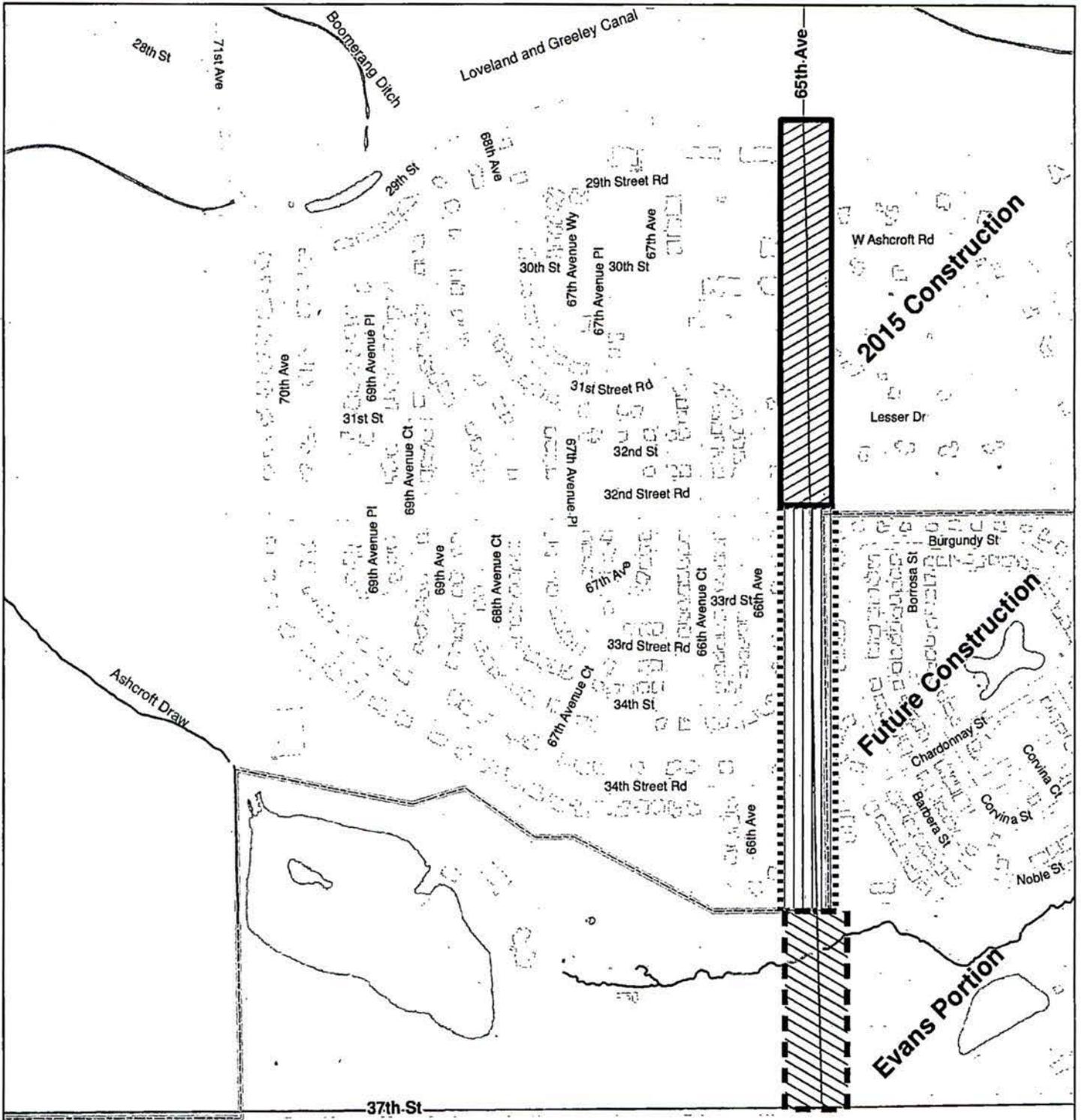
By: *[Signature]*
City Attorney

APPROVED AS TO SUBSTANCE:

By: *[Signature]*
City Manager

AVAILABILITY OF FUNDS:

By: *[Signature]*
Director of Finance
Victoria A. Randle



65th Ave Road Widening

Created: 6/25/2014
 By: The City of Greeley, mesad
 Contact: 350-9300 or 9300@greeleygov.com
 File Name: 65thAve_Widening_2014.mxd
 1 Inch = 600 feet

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

All planimetric data was digitized from aerial photographs dated May, 2005. Updates are continual and data representations will change over time. This product is not necessarily accurate to engineering or surveying standards but does meet National Mapping Accuracy Standards (NMAAS). The information contained within this document is not intended to be used for the preparation of construction documents.



X
 New
 Prairie Heights
 Middle School

65th Ave

Exhibit A
Scope of Work
65th Avenue (US 34 Bypass - 37th St. Intersection) – Final Design
May 19, 2014

The scope of work for the final phase of this project generally consists of data collection and final engineering design for improvements to one-mile of 65th Avenue and associated intersections in the City of Greeley and the City of Evans. Improvements are intended to improve the safety and operation of the corridor now and in the long term. No improvements to the US 34 Bypass are proposed except possibly the realignment of existing traffic signal heads.

1. **Topographic Survey** - The survey of the project limits as shown on the attached map. This survey will be tied to a HARN Control Point, an NGS Bench Mark (NAVD 1988) and will be on State Plane Coordinates, North Zone 1983/07. *The Cities will contact the private property owners to gain permissions to survey on their properties and provide these clearances to Consultant.*

Property Mapping – Existing right-of-way and property information will be obtained from assessor mapping and available ownership documents. This task includes researching all of the deeds and plats along the corridor, however researching easements. The survey will include writing up the ROW plans including the legal descriptions.

2. **Utilities** - After the completion of the survey, City of Greeley and City of Evans will review the map and make contact with each utility provider in the area to determine what critical facilities exist. Utilities will be marked by a private utility locate company to ensure more consistent mapping of the area. Utilities that appear to be in conflict will be identified.
3. **Environmental Design**– This project will likely require NEPA documentation and clearances using CDOT protocols, as there will be CDOT involvement and federal funding.
4. **Traffic Study / Intersection Recommendations** - The City of Greeley and City of Evans will hire a consultant to furnish the transportation engineering and related technical services necessary to prepare the require traffic report. The specific services to be provided during the final design phase are outlined in the following tasks:
 - a. Obtain new traffic counts along the project corridor and provide an exhibit of the same.
 - b. Review traffic information provided by the City of Greeley and City of Evans.
 - c. Prepare a detailed set of daily and peak hour traffic volume projections for a 20-year planning horizon. This information will form the basis for geometric design. Summarize traffic projections on a future year traffic volume graphic.
 - d. Capacity Analyses (Corridor Laneage/Cross-Sections, Signalized, Stop Control), Auxiliary Lane Analyses).
 - e. Conceptual Roundabout Design (Rodel) and Evaluation (Rodel).
 - f. Traffic Study Report and Recommendations.
 - g. Meet with City Staff and other members of the project team to review the findings and recommendations of the Traffic Study.

5. **Final Roadway Design** – City of Greeley and City of Evans will work with consultant to provide conceptual layouts of the project for the purposes of determining right of way, utility, environmental and construction cost impacts. Consultant will meet with the cities to determine the preferred roadway and intersection geometry. Based on this decision, a set of final roadway plans will be created showing the proposed layout, medians, striping, grading, drainage structures (including a new box culvert layout at Ashcroft Draw) and centerline profile of the road. The final vertical design of the roadway will be closely tied to the Drainage Study.
6. **Drainage Study** – A detailed drainage report will be prepared for the project. All adjacent drainage studies will be reviewed to determine existing and proposed stormwater flows into and off of the project area. The project will be responsible for providing detention and water quality and Consultant will prepare a variety of options to address this requirement. After the background review, final hydrologic and hydraulic calculations will be completed for the entire corridor. Storm sewers will be designed and shown in plan view.
7. **Cost Estimates** – Consultant will prepare a design estimate and final construction estimate at the conclusion of the final design phase.
8. **Project Management and Meetings** – The project management necessary to keep the project on schedule and budget will be performed as part of this task. This includes the management of consultants and attendance at meetings.

Project Deliverables:

- Existing conditions map with platted boundaries
- Traffic Impact Study with Final Intersection Recommendations
- Final Roadway Plans - grading, utilities and drainage
- Final Drainage Report
- Final Cost Estimates
- Final Right of Way Plans including the legal descriptions.
- Meeting minutes and agendas

Project Assumptions:

- The design work shall comply with the CDOT “Standard Specifications for Road & Bridge Construction”, the City of Greeley “Design Criteria and Construction Specifications”, and the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manuals. Variances from standards to bring the project within budget are likely – Interwest will coordinate with the City, County and CDOT so that all parties are agreeable to design modification. We will work with the City of Evans to coordinate the south 900’ of the project and the 37th Street intersection and will adjust geometry if necessary to meet Evans’ standards if necessary.
- Public Outreach will be performed by the City. No open houses or coordination with property owners and/or the community are anticipated for the Consultant team during the final design.
- No improvements are anticipated at the US 34 Bypass Intersection.
- The City of Greeley will print and distribute review sets of plans from electronic files provided by Consultant as noted in the Deliverable section above.
- Provide HEC modeling or FEMA processes will be required for the crossing of Ashcroft Draw. The FEMA study begins downstream of the existing crossing.

Exhibit B
65th Avenue (US 34 Bypass - 37th St. Intersection) – Final Design
Design Schedule
May 19, 2014

	6/2014	7/2014	8/2014	9/2014	10/2014	11/2014	12/2014	1/2015	2/2015	3/2015	4/2015	5/2015	6/2015	7/2015	8/2015
City of Greeley and City of Evans IGA	■	■	■	■											
CDOT IGA		■	■	■	■	■									
Notice to Proceed (Design) - , 2014				■											
Topographic Survey with Private Utility Locates				■	■	■	■	■							
Property Mapping from Deeds and Plats					■	■									
Potholes with Days of Traffic Control							■	■							
Environmental Scoping with CDOT and Project Memo				■	■		■	■							
Traffic Study - New Counts and Background Research				■	■	■	■	■							
Traffic Study and Intersection Recommendations					■	■	■	■	■	■	■	■	■	■	■
Conceptual Roadway Designs					■	■	■	■	■	■	■	■	■	■	■
Final Roadway Plans							■	■	■	■	■	■	■	■	■
Final Design Box Culvert Layout							■	■	■	■	■	■	■	■	■
Final Utility Coordination							■	■	■	■	■	■	■	■	■
Drainage Research				■	■	■	■	■	■	■	■	■	■	■	■
Final Drainage Report					■	■	■	■	■	■	■	■	■	■	■
Preliminary Design Cost Estimate								■	■	■					
Final Design Cost Estimate										■	■	■	■	■	■
ROW Acquisition								■	■	■	■	■	■	■	■
Bid for Construction with CDOT approval											■	■	■	■	■
Start Construction (subject of availability of funds)													■	■	■

Council Agenda Summary

November 7, 2017

Agenda Item Number 12

Key Staff Contact: Doug Marek, City Attorney 350-9755

Title

Consideration of a Resolution authorizing the City of Greeley to provide fire protection service to the UPIC – PDC Annexation, Cottonwood Bend Natural Area Annexation No. 1, Cottonwood Bend Natural Area Annexation No. 2, Cottonwood Bend Natural Area Annexation No. 3, and Dale Land Annexation, as set forth in Exhibit A of the petition to exclude territory from Western Hills Fire Protection District

Summary

The City must file an action in District Court to exclude those properties which have been annexed into the City of Greeley, and are therefore now receiving fire service from the Greeley Fire Department, from taxation by the fire protection district the properties were previously receiving service from. This Resolution, if adopted, will provide the necessary authority for the City Attorney's Office to institute an action for the fire district exclusions as well as to authorize the City to provide such fire protection services.

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?	
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues

This is a legislative action.

Other Issues and Considerations

N/A

Applicable Council Goal or Objective

1. Public Safety: Provide fire protection services.
2. Business Practices: Eliminate double taxation.

Decision Options

1. Adopt the Resolution to authorize the City Attorney's Office to file in the Weld County District Court the Petition to Exclude Territories from the Western Hills Fire Protection District; or
2. Do not adopt the Resolution and continue to let the property be double-taxed by both the Greeley Fire Department and the fire protection district in which the property was previously located.

Council's Recommended Action

A motion to adopt the Resolution and authorize the City Attorney to file the attached fire exclusion petition with the Weld County District Court.

Attachments

Resolution

Petition

Exhibits A-1 through A-7 – Legal Descriptions

Map of Area

CITY OF GREELEY, COLORADO

RESOLUTION NO. _____, 2017

A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO PROVIDE FIRE PROTECTION SERVICE TO THE UPIC – PDC ANNEXATION, COTTONWOOD BEND NATURAL AREA ANNEXATION NO. 1, COTTONWOOD BEND NATURAL AREA ANNEXATION NO. 2, COTTONWOOD BEND NATURAL AREA ANNEXATION NO. 3, AND DALE LAND ANNEXATION, AS SET FORTH IN EXHIBIT A OF THE PETITION TO EXCLUDE TERRITORY FROM WESTERN HILLS FIRE PROTECTION DISTRICT.

WHEREAS, the City of Greeley has annexed territories which were formerly provided with fire protection by the Western Hills Fire Protection District; and

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

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

WHEREAS, the owners of these territories will be harmed by paying property taxes to both the City and the District for the same fire protection services; and

WHEREAS, pursuant to Section 6-3 of the Greeley Charter, the City Council must authorize the City Attorney to institute a court action to exclude these properties from Western Hills Fire Protection District.

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

Section 1. The City of Greeley, through the Greeley Fire Department, will provide fire protection service to the territories specified as UPIC – PDC Annexation, Cottonwood Bend Natural Area Annexation No. 1, Cottonwood Bend Natural Area Annexation No.2, Cottonwood Bend Natural Area Annexation No.3, and Dale Land Annexation, as set forth in Exhibit A of the Petition to Exclude Territories from the Western Hills Fire Protection District.

Section 2. Pursuant to Section 6-3 of the Greeley Charter, the City Council hereby authorizes the City Attorney to amend the Petition, including its attachments, and institute a Court action to exclude these properties from the Western Hills Fire Protection District.

Section 3. This Resolution shall become effective immediately upon its passage, and because the fire protection is and has already been provided to the UPIC – PDC Annexation, Cottonwood Bend Natural Area Annexation No. 1, Cottonwood Bend Natural Area Annexation No.2,

EXHIBIT B

Cottonwood Bend Natural Area Annexation No.3, and Dale Land Annexation, this Resolution shall be retroactive to the date of the annexation.

PASSED AND ADOPTED, SIGNED AND APPROVED this 7th day of November, 2017.

ATTEST:

CITY OF GREELEY, COLORADO

City Clerk

By: _____
Mayor

EXHIBIT B

DISTRICT COURT, WELD COUNTY COLORADO 901 9th Avenue Greeley, Colorado 80631 (970) 475-2400	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO, Petitioner.	
Susan M. Henderson #31416 THE CITY OF GREELEY, COLORADO 1100 10th Street, Suite 401 Greeley, Colorado 80631 Telephone: (970) 350-9757 Facsimile: (970) 350-9763 E-mail: susan.henderson@greeleygov.com	Case Number: 1973CV25044 Division: 1
PETITION OF THE CITY COUNCIL OF THE CITY OF GREELEY TO EXCLUDE TERRITORIES FROM THE WESTERN HILLS FIRE PROTECTION DISTRICT	

COMES NOW the City Council of the City of Greeley, Colorado (the “City”), by and through undersigned counsel, and respectfully petitions this Honorable Court pursuant to Colo. Rev. Stat. §32-1-502, to exclude the territories known as UCIP – PDC Annexation, Dale Land Annexation, Cottonwood Bend Natural Area Annexation No. 1, Cottonwood Bend Natural Area Annexation No. 2, Cottonwood Bend Natural Area Annexation No. 3, Cottonwood Bend Natural Area Annexation No. 4, and Cottonwood Bend Natural Area Annexation No. 5, more fully specified in Exhibits A-1 through A-7 attached hereto and incorporated herein by this reference (the “Exclusion”), which is now located within the corporate limits of the City of Greeley, from the Western Hills Fire Protection District (the “District”).

The Exclusion contains properties that are now double-taxed and/or covered by duplicate fire protection service as a result of the annexation of the properties by the City. The properties listed on Exhibits A-1 and A-2 are taxed for fire protection by the District and are also taxed for fire protection by the City. The properties listed on Exhibits A-3 through A-7 are currently owned by the City, so are not double-taxed, but are now covered by duplicate fire protection service.

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

1. Exhibit B is a copy of a Resolution passed by the City Council of the City of Greeley on November _____, 2017, by which the City agrees to provide, through the Greeley Fire Department, the fire protection service that has been provided to the Exclusion by the District.

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

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

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

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

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

RESPECTFULLY SUBMITTED this _____ day of November, 2017.

THE CITY OF GREELEY, COLORADO
1100 10th Street, Suite 401
Greeley, CO 80631
(970) 350-9757

OFFICE OF THE CITY ATTORNEY

By: /s/ Susan M. Henderson
Susan M. Henderson #31416
Senior Assistant City Attorney
The original signature is on file at the City
Attorney's Office, Greeley, Colorado

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of November, 2017, a true and correct copy of the foregoing **PETITION OF THE CITY COUNCIL OF THE CITY OF GREELEY TO EXCLUDE TERRITORIES FROM THE WESTERN HILLS FIRE PROTECTION DISTRICT** was placed in the United States mail, postage prepaid, addressed to the following:

Board of Directors
Western Hills Fire Protection District
c/o Randall Robb, President
1731 Cedar Avenue
Greeley, CO 80631

/s/ Cathy Trujillo

Cathy Trujillo

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

UCIP - PDC ANNEXATION
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE S1/2 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: ASSUMING THE SOUTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 65 WEST TO BEAR NORTH 89°39'46" WEST BETWEEN THE FOUND MONUMENTS AS SHOWN ON THIS PLAT, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN SUBJECT THERETO;

COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 65 WEST SAID POINT BEING THE POINT OF BEGINNING;

THENCE N 01°24'46" E FOR A DISTANCE OF 30.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 62;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S 89°39'46" E FOR A DISTANCE OF 662.19 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF UNION COLONY INDUSTRIAL PARK;

THENCE ALONG SAID EAST LINE N 00°18'06" E FOR A DISTANCE OF 562.84 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 42°14'18", FOR AN ARC LENGTH OF 221.16 FEET THE CHORD OF WHICH BEARS N 20°49'03" W FOR A DISTANCE OF 216.19 FEET;

THENCE ALONG THE EASTERLY LINE OF LOT 4 OF UNION COLONY INDUSTRIAL PARK THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1. N 48°03'48" E FOR A DISTANCE OF 129.77 FEET;

2. N 00°17'18" E FOR A DISTANCE OF 443.39 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

THENCE ALONG THE NORTH LINE OF LOT 4 AND LOT 6 OF UNION COLONY INDUSTRIAL PARK, N 89°41'40" W FOR A DISTANCE OF 1568.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 6;

THENCE ALONG THE WEST LINE OF SAID LOT 6, S 01°48'20" E FOR A DISTANCE OF 624.48 FEET TO THE SOUTHWEST CORNER OF OUTLOT 2 OF UNION COLONY INDUSTRIAL PARK;

THENCE ALONG THE SOUTH LINE OF SAID LOT 2, S 88°29'48" E FOR A DISTANCE OF 427.62 FEET TO THE WEST LINE OF LOT 5 OF UNION COLONY INDUSTRIAL PARK;

THENCE ALONG SAID WEST LINE, S 07°12'51" W FOR A DISTANCE OF 696.53 FEET TO A POINT ON THE SOUTH LINE OF SAID S 1/2 OF THE SE 1/4 OF SECTION 35;

THENCE ALONG SAID SOUTH LINE S 89°39'43" E FOR A DISTANCE OF 520.61 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 40.00 ACRES

DALE LAND ANNEXATION LEGAL DESCRIPTION

LEGAL DESCRIPTION

LOT 1 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, ACCORDING TO THE SUBDIVISION OF LAND MADE BY THE UNION COLONY OF COLORADO, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9 AND CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9 TO BEAR NORTH 89°22'03" EAST, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 89°22'03" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 996.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°22'03" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 332.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 00°19'19" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 661.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 89°30'39" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 331.66 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 00°21'32" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 660.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THE PARCEL OF LAND DESCRIBED ABOVE CONTAINS 5.03 ACRES, MORE OR LESS, AND IS SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

COTTONWOOD BEND NATURAL AREA NO. 1
Legal Description

A tract of land located in the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, as described in Reception No. 2519102 of the records of said Weld County, more particularly described as follows:

BASIS OF BEARING: The West line of the Southwest 1/4 of said Section 34 is assumed to be S 00°22'06" E, a distance of 2691.41' from the West 1/4 corner of Section 34 and the Southwest corner of said Section 34.

Commencing at the West 1/4 corner of said Section 34, thence S 00°22'00" E, a distance of 502.17'; Thence N 89°09'17" E, a distance of 30.00' to a point on the East right-of-way of 59th Avenue, said point furthermore being the Point of Beginning for this description; Thence continue N 89°09'17" E, a distance of 39.88'; Thence N 00°22'18" W, a distance of 599.09'; Thence N 44°12'46" E, a distance of 93.07'; Thence N 00°23'30" W, a distance of 392.54'; Thence N 43°18'53" W, a distance of 80.70'; Thence N 00°21'03" W, a distance of 71.43'; Thence N 03°57'13" W, a distance of 477.41'; Thence N 00°21'03" W, a distance of 179.41'; Thence N 89°44'56" W, a distance of 19.99' more or less to the East right-of-way of said 59th Avenue; Thence S 00°21'26" E along said right-of-way, a distance of 1342.77'; Thence S 00°22'10" E, a distance of 501.92' to the POINT OF BEGINNING,

Said tract of land containing 98,285 Sq. Ft, or 2.256 Acres more or less.

COTTONWOOD BEND NATURAL AREA NO. 2

LEGAL DESCRIPTION

A tract of land located in the West 1/2 of the Southwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, as described in Reception No. 4130031 of the records of said Weld County, more particularly described as follows:

BASIS OF BEARING: The West line of the Southwest 1/4 of said Section 34 is assumed to be S 00°22'06" E, a distance of 2691.41' from the West 1/4 corner of Section 34 and the Southwest corner of said Section 34, as shown on a Land Survey recorded in Reception No. 4141254 of the records of Weld County, Colorado.

Commencing at the West 1/4 corner of said Section 34; Thence S 00°22'06" E along the line of said Section 34, a distance of 502.17'; Thence N 89°09'17" E, a distance of 30.00' to a point on the Easterly right-of-way of 59th Avenue, said point being the Southwest corner of a tract of land as recorded in Reception No. 2519102 of the records of said Weld County, also being the POINT OF BEGINNING; Thence continuing N 89°09'17" E, a distance of 39.87'; Thence N 00°22'18" W, a distance of 599.07'; Thence N 44°12'46" E, a distance of 41.13'; Thence S 66°53'43" E, a distance of 58.44'; Thence S 17°07'57" E, a distance of 28.45' to a point of curve; Thence along said curve a distance of 41.02', said curve having a radius of 30.00', a delta of 78°20'47", a chord bearing of S 22°02'04" W, a distance of 37.90' to the PT; Thence S 61°12'04" W, a distance of 54.70'; Thence S 00°23'55"E, a distance of 424.99'; Thence S 14°42'58" W, a distance 162.77'; Thence S 00°30'00"E, a distance of 674.43'; Thence S 69°21'38" E, a distance of 698.42'; Thence S 42°31'06"E, a distance of 289.93'; Thence S 61°54'30" E, a distance of 475.62'; Thence S 00°20'05" E, a distance of 34.11'; Thence N 61°54'30" W, a distance of 496.96'; Thence N 42°31'05" W, a distance of 287.90'; Thence N 69°21'38" W, a distance of 709.09'; Thence N 00°22'06"W, a distance of 761.11' to the POINT OF BEGINNING; Said tract of land containing 85975 Sq. Ft, or 1.974 Acres more or less.

COTTONWOOD BEND NATURAL AREA NO. 3
Legal Description

A tract of land located in the West 1/2 of the West 1/2 of Section 34, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, as described in Reception No. 4130031 of the records of said Weld County, more particularly described as follows:

BASIS OF BEARING: The West line of the Southwest 1/4 of said Section 34 is assumed to be N 00°21'26" W, a distance of 1342.77' from the West 1/4 corner of Section 34 and the North 1/16 corner of Sections 34 & 33, as shown on a Land Survey recorded in Reception No. 4141254 of the records of Weld County, Colorado.

Commencing at the North 1/16 corner of said Section 34 & 33; Thence N 89°49'21"E a distance of 50.00' to the POINT OF BEGINNING; Thence continuing N89°49'21"E along the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 34, a distance of 1273.90'; Thence S 00°19'57" E, a distance of 3271.87'; Thence N 61°34'33" E, a distance of 475.62'; Thence N 42°31'05" W, a distance of 289.93'; Thence N 69°21'38" W, a distance of 698.42' to a point on the Easterly right-of-way of 59th Avenue; Thence continue along said Easterly right-of-way N 00°30'00" W, a distance of 674.43'; Thence N 14°42'58" E, a distance of 162.77'; Thence N00°23'55"W, a distance of 424.99'; Thence N 61°12'04" E, a distance of 54.70' to a point of curve concave to the Southwest; Thence along the arc of said curve a distance of 41.02' whose radius is 29.92', a delta angle of 78°35'00", a chord bearing of N 22°02'04" E a distance of 37.90' to the PT of said curve; Thence N 17°07'57"W, a distance of 28.45'; Thence N 66°53'43" W, a distance of 58.46'; Thence N44°12'46"E, a distance of 51.97'; Thence N 00°23'30" W, a distance of 392.54'; Thence N 43°18'53" W, a distance of 80.70'; Thence N 00°21'03" W, a distance of 71.43'; Thence N 03°57'13" W, a distance of 477.41'; Thence N 00°21'03" W, a distance of 179.41' to the POINT OF BEGINNING;

Said tract of land containing 3,592,965 Sq. Ft, or 82.483 Acres more or less.

COTTONWOOD BEND NATURAL AREA NO. 4

Legal Description

A tract of land located in the West 1/2 of the West 1/2 of Section 34, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, more particularly described as follows:

BASIS OF BEARING: The East line of a tract of land as shown on a Land Survey Plat as recorded in Reception No. 4141254 of the records of Weld County, Colorado, said line being N 00°19'56" W from the Southeast corner of said tract to the Northeast corner of said tract.

Beginning at the Northeast corner of said tract of land as recorded in reception Number 4141254 said point furthermore being the Northwest 1/16 corner of said section 34 and the POINT OF BEGINNING for this description; Thence N 89°49'12" E, a distance of 323.71'; Thence N 00°19'33" W, a distance of 225.50' to the Southerly Right-of-Way Line of the Greeley, Salt Lake and Pacific Railroad; Thence along said Railroad Right-of-Way for the next two(2) courses S 75°29'13"E, a distance of 685.62' to a point of curve; Thence along the arc of said curve 349.88', said curve having a radius of 19048.62', a delta of 01°03'09", a chord bearing of S 74°57'38" E, and a chord distance of 349.88' to the PT of said curve; Thence S 00°17'55" E, a distance of 99.48' to a point on the centerline of the Cache la Poudre Rive; Thence along the centerline of said river for the following eighteen (18) courses; N 77°31'05" W, a distance of 376.07'; Thence N 60°50'05" W, a distance of 152.00'; Thence S 86°11'55" W, a distance of 300.00'; Thence S 68°04'55" W, a distance of 209.00'; Thence S 48°22'55" W, a distance of 283.00'; Thence S 20°21'55" W, a distance of 144.00'; Thence S 47°52'05" E, a distance of 355.00'; Thence S 48°25'05" E, a distance of 332.00'; Thence S 25°09'05" E, a distance of 253.00'; Thence S 41°28'05" E, a distance of 242.00'; Thence S 18°30'05" E, a distance of 250.00'; Thence S 01°24'05" E, a distance of 368.00'; Thence S 12°08'55" W, a distance of 185.00'; Thence S 14°11'05" E, a distance of 413.00'; Thence S 35°01'05" E, a distance of 96.00'; Thence S 12°14'05" E, a distance of 267.00'; Thence S 35°01'55" W, a distance of 150.00'; Thence S 69°05'23" W, a distance of 322.35'; Thence S 74°18'24" W, a distance of 272.00'; Thence N 85°57'36" W, a distance of 175.00'; Thence N 74°59'36" W, a distance of 280.00' to a point on the Easterly line of said tract of land as described in the records of said Weld county under Reception 4141254; Thence along the Easterly line of said tract N 00°19'56" W, a distance of 3022.38' to the POINT OF BEGINNING;

Said tract of land containing 2,350,204.5 Sq. Ft, or 53.953 Acres more or less.

COTTONWOOD BEND NATURAL AREA NO. 5
Legal Description

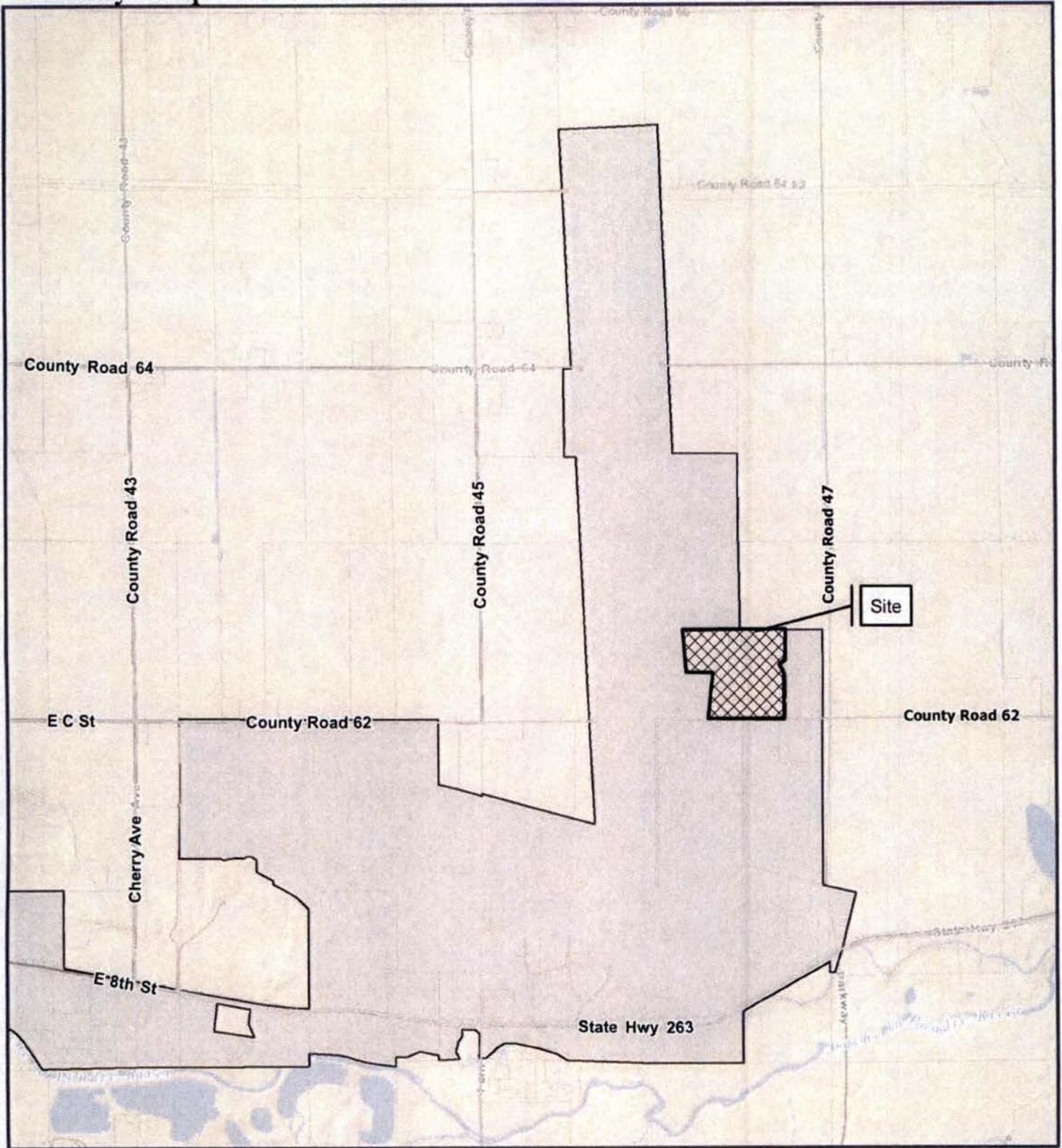
A tract of land located in the Southeast 1/2 of the Southwest 1/2 of Section 34, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, more particularly described as follows:

BASIS OF BEARING: N 00°00'03" E of the West line of a tract of land located in the Southeast 1/4 of the Southwest 1/4 of said Section 34, as recorded in Reception No. 4154253 of the records of Weld County, Colorado.

Beginning at a point on the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 34, from whence the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 34 bears S 00°00'03" W, a distance of 551.97', said point furthermore being a point on the North right-of-Way line of F Street; Thence N 00°00'03" E, a distance of 471.03' to a point on the apparent centerline of the Cache La Poudre River; Thence along the said apparent centerline for three (3) courses; S74°37'34"E, a distance of 279.79'; Thence S 85°38'00" W, a distance of 175.00'; Thence N74°38'00"E, a distance of 272.00'; Thence S 00°00'00" E, a distance of 70.00'; Thence N 74°33'36" E, a distance of 115.92'; Thence N 66°41'54" E, a distance of 186.00'; Thence N 49°07'00" E, a distance of 71.30'; Thence S 00°00'00" E, a distance of 418.77' to a point on the North right-of-way line of said F Street; Thence along said North right-of-way line S 75°30'00" W, a distance of 109.15'; Thence N 85°30'00" W, a distance of 394.52'; Thence S 76°00'00" W, a distance of 81.70'; Thence S 77°38'45" W a distance of 475.78' to the POINT OF BEGINNING;

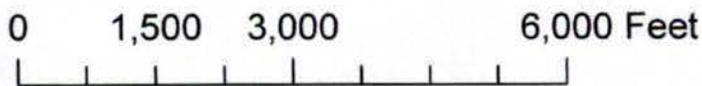
Said tract of land containing 359,854.2 Sq. Ft, or 8.261 Acres more or less.

Vicinity Map - Attachment A



Created: 06/24/2016
 By: BRW
 File: A 1:16

UCIP-PDC Annexation



Notes:
 All planimetric data was digitized from aerial photographs dated 1987, 1992, 1995, 2000, and 2005. Updates are continual and data representations will change over time. This product is not necessarily accurate to engineering or surveying standards but does meet National Mapping Accuracy Standards (NMAS). The information contained within this document is not intended to be used for the preparation of construction documents.

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

COTTONWOOD BEND NATURAL AREA ANNEXATION NO. 1
 LOCATED IN A PORTION OF THE WEST 1/4 OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 56 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO



VICINITY MAP
 SCALE: 1" = 1300 U.S. SURVEY FEET

LEGAL DESCRIPTION

A tract of land located in the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 4 North, Range 56 West of the 6th P.M., in Weld County, Colorado, as depicted in Assumption No. 211952 of the records of said Weld County, more particularly described as follows:

BASE OF BEARING: The West line of the Southwest 1/4 of Section 34 is assumed to be S 89° 27' 00" E, a distance of 504.41' from the West corner of Section 34 and the Northeast corner of said Section 34.

Commencing at the West corner of said Section 34, thence S 89° 27' 00" E, a distance of 102.17'; thence N 89° 09' 17" E, a distance of 84.00'; to a point on the East right-of-way of 9th Avenue, said point furthermore being the Point of Beginning for the Annexation; thence continue N 89° 09' 17" E, a distance of 39.80'; thence N 89° 27' 00" W, a distance of 100.00'; thence N 89° 27' 00" E, a distance of 154.07'; thence N 89° 25' 30" W, a distance of 102.54'; thence N 43° 14' 57" W, a distance of 60.70'; thence N 89° 13' 00" W, a distance of 75.41'; thence N 89° 27' 00" W, a distance of 47.43'; thence N 89° 27' 00" W, a distance of 79.41'; thence N 89° 45' 00" W, a distance of 10.00' more or less to the East right-of-way of said 9th Avenue; thence S 48° 17' 17" E along said right-of-way, a distance of 1343.77'; thence S 89° 27' 00" E, a distance of 504.37' to the Point of Beginning.

Said tract of land containing 10.291 Sq. Ft. or 2.750 Acres more or less.

ACCEPTANCE:

Said map was accepted by the City of Greeley, Weld County, Colorado, the necessary forms designated under a part of said City of Greeley and included within the front and back hereof.

This on _____ Day of _____, 20____ A.D.

Attest: _____
 CITY CLERK MAYOR

CITY ENGINEER CERTIFICATE OF APPROVAL

Approved this _____ Day of _____, 20____ A.D. by the City Engineer of the City of Greeley, Colorado.

CITY ENGINEER

COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE OF APPROVAL

Approved this _____ Day of _____, 20____ A.D. by the Community Development Director of the City of Greeley, Colorado.

Community Development Director

LEGEND

- ALACRITY CORNER
- CALCULATED POSITION
- SECTION LINE

ANNEXATION 1

PERIMETER = 1762.73 FT.
 (CIVIL ENGINE'S BOUNDARY = 1844.00 FT.)
 (CIVIL ENGINE'S BOUNDARY = 871.54 FT.)
 AREA = 1.2486

INDICATES CONTIGUOUS BOUNDARY

SURVEYOR'S STATEMENT:

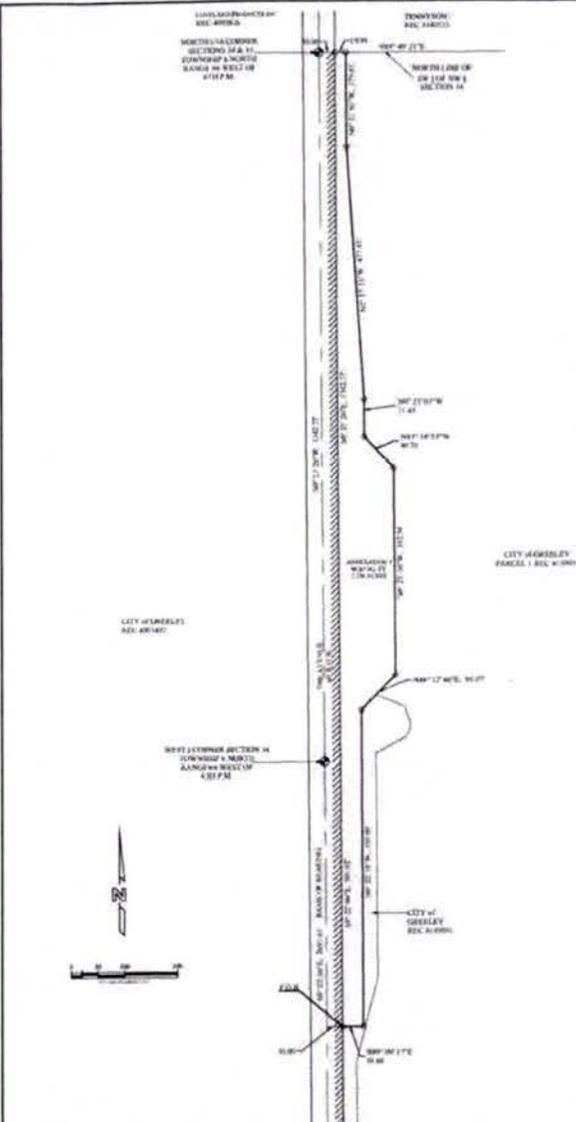
THIS ANNEXATION DRAWING IS NOT INTENDED TO BE A MORTGAGED LANE SERVICE ETS HELP PURCHASE AS A GRAPHIC REPRESENTATION FROM EXISTING DOCUMENTS OR BEFORE TO ADD TO THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION AS GIVEN HEREON AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

FORBIDDER STATE THAT NOT LESS THAN ONE-YEAR AFTER THE PRESENT OF THIS AREA TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

Robert F. Marshall, P.E.
 Colorado P.E. No. 13223
 For and on behalf of the City of Greeley

NOTES

1. **BASE OF BEARING:** Assuming the West line of the Southwest 1/4 of Section 34, Township 4 North, Range 56 West of the 6th P.M. to bear S 89° 27' 00" E, as recorded in a Land Survey Plat recorded under Assumption No. 211952 of the records of Weld County, Colorado.
2. The distances and bearing measurements shown on this map are based on recorded legal descriptions and calculated positions, all intended to match the State of Bearing shown on this map and legal description thereof.
3. All local distance shown herein are based upon the U.S. Survey Foot.



Drawing Date	
Drawing File Name	
Full Path	
Map Scale	Vert. Scale
Map Information	Units: U.S. Customary
Drawn by	Checked by



PUBLIC WORKS DEPARTMENT
 DIVISION OF ENGINEERING
 1801 NINTH AVENUE
 GREELEY, COLORADO 80631

COTTONWOOD BEND NATURAL AREA ANNEXATION 1

Sheet Revisions	
Date	Comments
11/10/16	Rev. per City Comments
1/10/17	Rev. per City Comments

WELD COUNTY COLORADO	
SECTION	10
TOWNSHIP	4 NORTH
RANGE	56 WEST OF 6TH E.M.

COTTONWOOD BEND NATURAL AREA ANNEXATION NO. 4
 (LOCATED IN A PORTION OF THE WEST 1/4 OF THE WEST 1/4 OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 66 WEST
 OF THE 6TH P.M., WELD COUNTY, COLORADO)

LEGAL DESCRIPTION

A tract of land located in the West 1/4 of the West 1/4 of Section 34, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, more particularly described as follows:

BASE OF BEARING: The true line of a tract of land as shown on a Land Survey Plan as recorded in Book 1284 of the records of Weld County, Colorado, and the bearing N 89° 07' 27" W from the Southeast corner of said tract to the Northeast corner of said tract.

Beginning at the Northeast corner of said tract as so described as exception Number 444,224 and proceeding bearing the Northwest corner of said section to and the POINT OF BEGINNING for this description, Thence N 89° 07' 27" E, a distance of 823.71; Thence N 02° 19' 52" W, a distance of 225.57 to the Southly Right-of-Way Line of the Cheyenne Fall Lake and Prairie Railroad; Thence along said Railroad Right-of-Way for the west two (2) sections to 12,252.75, a distance of 333.62 to a point of curve; Thence along the arc of said curve 348.84, said curve having a radius of 19,863.90, a delta of 10° 52' 59", a chord bearing of S 74° 57' 38" E, and a chord distance of 349.88 to the PT of said curve; Thence S 10° 17' 59" E, a distance of 70.48 to a point on the centerline of the Cache la Poudre River; Thence along the centerline of said river for the following bearing and distance, N 77° 11' 10" W, a distance of 270.07; Thence N 89° 09' 07" W, a distance of 475.40; Thence S 89° 11' 37" W, a distance of 763.07; Thence S 89° 07' 27" W, a distance of 208.00; Thence S 89° 07' 27" W, a distance of 202.07; Thence S 20° 21' 21" W, a distance of 144.40; Thence S 47° 52' 58" E, a distance of 355.00; Thence S 48° 28' 57" E, a distance of 323.41; Thence S 20° 01' 07" E, a distance of 274.00; Thence S 42° 28' 07" E, a distance of 262.00; Thence S 19° 06' 57" E, a distance of 270.07; Thence S 10° 24' 59" E, a distance of 368.00; Thence S 17° 08' 57" W, a distance of 457.07; Thence S 14° 13' 38" E, a distance of 413.00; Thence S 37° 18' 37" E, a distance of 366.00; Thence S 12° 14' 07" E, a distance of 207.00; Thence S 63° 07' 27" W, a distance of 193.00; Thence S 48° 07' 27" W, a distance of 332.00; Thence S 14° 24' 24" W, a distance of 273.00; Thence N 48° 57' 38" W, a distance of 173.48; Thence N 24° 07' 38" W, a distance of 380.48 to a point on the boundary line of said tract of land as described in the records of said County under Registration 444,224. Thence along the boundary line of said tract N 00° 19' 47" W, a distance of 422.34 to the POINT OF BEGINNING.

Said tract of land containing 249,054.53 Sq. Ft. or 5,639.55 Acres more or less.

ACCEPTANCE:

Said map was accepted by the City of Greeley, Weld County, Colorado and the necessary Notice designed under a part of said City of Greeley and included within the limits said jurisdiction stated:

This the ___ Day of _____, A.D.
 Attest: _____ MAYOR
 CITY CLERK _____

CITY ENGINEER CERTIFICATE OF APPROVAL

Approved this ___ Day of _____, A.D. by the City Engineer of the City of Greeley, Colorado.

COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE OF APPROVAL

Approved this ___ Day of _____, A.D. by the Community Development Director of the City of Greeley, Colorado.

CONCRETE CONTRACTOR CERTIFICATE OF APPROVAL

Approved this ___ Day of _____, A.D. by the Concrete Contractor of the City of Greeley, Colorado.

LEGEND

- ADJACENT CORNER
- CALCULATED POSITION
- SECTION LINE

BASE OF BEARING: The true line of a tract of land as shown on a Land Survey Plan as recorded in Book 1284 of the records of Weld County, Colorado, and the bearing N 89° 07' 27" W from the Southeast corner of said tract to the Northeast corner of said tract.

NOTES

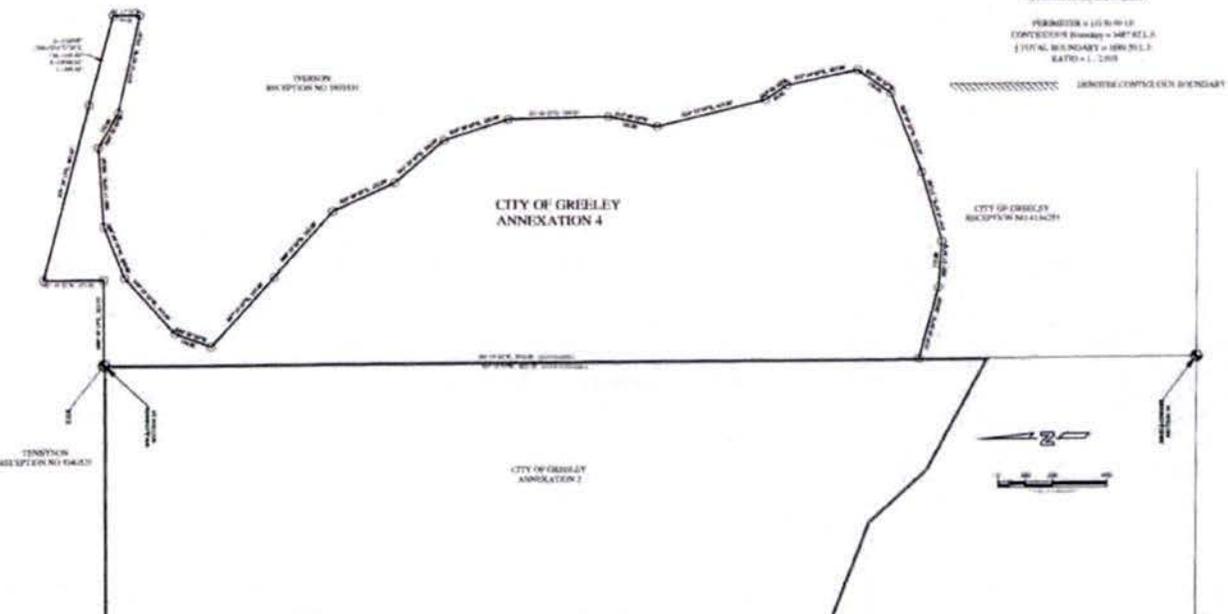
1. The distance and bearing measurements shown on this map are based on measured legal descriptions and calculated positions, all based on north to match the base of bearing shown on the original legal description thereof.
2. All final bearings shown herein are based upon the 113 Survey Plan.



VICINITY MAP
 1" = 100' PER INCH

ANNEXATION 4

PERIMETER = 10,910.10
 CONTIGUOUS Boundary = 347' 82.14"
 PERCENT BOUNDARIES = 100% ALL 1/4
 RATIO = 1 : 2.000



SURVEYOR'S STATEMENT:

THIS ANNEXATION DRAWING WAS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. IT IS ONLY FOR INFORMATION AS A GRAPHIC REPRESENTATION FROM EXISTING RECORDS OF RECORD TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTIONS AS SHOWN HEREIN AND THAT THE SAID IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I FURTHER STATE THAT NOT LESS THAN ONE-SEVEN (1/7) PERCENT OF THE AREA TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

Robert F. Mitchell, P.L.S.
 Colorado P.L.S. No. 1221
 For and on behalf of the City of Greeley

Drawing Date: _____ Drawing File Name: _____ Plot Size: _____ Name: _____ Date Information: _____ Drawn by: _____ Checked by: _____		PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING 1001 NINTH AVENUE GREELEY, COLORADO 80631	COTTONWOOD BEND NATURAL AREA ANNEXATION NO.4	Sheet Revisions		SHEETS 1
				SECTION to TO WINDYBUSH a PLACED RANGE to WEST OF 10TH PM	WELD COUNTY COLORADO	

COTTONWOOD BEND NATURAL AREA ANNEXATION NO. 5
 LOCATED IN A PORTION OF THE SURVEY 14 OF THE
 SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 56 WEST OF THE 6TH P.M.,
 WELD COUNTY, COLORADO



LEGAL DESCRIPTION

A tract of land located in the Southeast 1/4 of the Southwest 1/4 of Section 18, Township 9 North, Range 56 West of the 6th P.M., in Weld County, Colorado, more particularly described as follows:

BEGINNING at a point on the West line of the West line of a street 16 feet wide to the Southwest 1/4 of the Southwest 1/4 of said Section 18, as recorded in Reference No. 434223 of the records of Weld County, Colorado;

Beginning at a point on the West line of the Southwest 1/4 of said Section 18, then along the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 18 to a point on the North right-of-way line of 3rd Street, Thence N 89°50'00" E, a distance of 473.00' in a curve on the approved centerline of the Cedar La Poudre River; Thence along the said approved centerline for three (3) curves, S 79°57'30" E, a distance of 279.79', Thence S 89°50'00" W, a distance of 179.00', Thence S 79°50'00" E, a distance of 272.00', Thence S 89°50'00" E, a distance of 20.00', Thence N 79°27'30" E, a distance of 311.47', Thence S 89°45'00" E, a distance of 133.00', Thence S 89°50'00" E, a distance of 75.00', Thence S 89°50'00" E, a distance of 413.77' to a point on the North right-of-way line of said 3rd Street, Thence along said North right-of-way line S 79°50'00" W, a distance of 120.00', Thence S 89°50'00" W, a distance of 354.32', Thence S 79°50'00" W, a distance of 41.70', Thence S 77°02'47" W, a distance of 475.70' to the POINT OF BEGINNING;

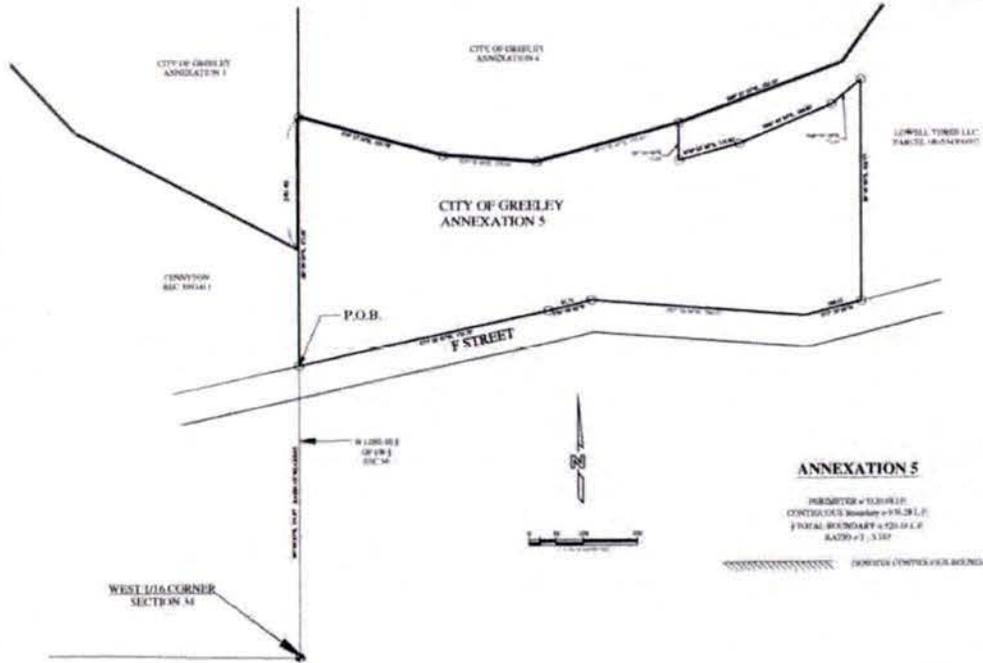
Total area of land containing 39884.7 sq. ft., or 0.91 Acres, more or less.

LEGEND

- ALREADY CORNER
- CALCULATED POINT
- SECTION LINE

NOTES

1. BASED UPON RECORDS: Assuming the West line of the Southwest 1/4 of Section 18, Township 9 North, Range 56 West of the 6th P.M. to bear N 89°50'00" E, as recorded under Reference No. 434223 of the records of Weld County, Colorado.
2. The distance and bearing measurements shown on this map are based on assumed angle interpretations and calculated positions, all related to match the State of Bearing shown on this map and legal description thereof.
3. All total distances shown herein are based upon the U.S. Survey Foot.



ACCEPTANCE:

This map was accepted by the City of Greeley, Weld County, Colorado and the territory therein designated, each a part of said City of Greeley and included within the limits and jurisdiction thereof.

This the _____ day of _____, A.D.

Name: _____
 CITY CLERK: MAYOR

CITY ENGINEER/CERTIFICATE OF APPROVAL

Approved this _____ day of _____, A.D. by the City Engineer of the City of Greeley, Colorado.

CITY ENGINEER

COMMUNITY DEVELOPMENT DIRECTOR/CERTIFICATE OF APPROVAL

Approved this _____ day of _____, A.D. by the Community Development Director of the City of Greeley, Colorado.

Community Development Director

SURVEYOR'S STATEMENT:

THIS ANNEXATION MAP HEREIN IS NOT OFFERED TO BE A MEASURED LAND SURVEY. IT IS HERE PURPORTED TO BE A GRAPHIC REPRESENTATION FROM EXISTING DOCUMENTS OF RECORD TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION AS SHOWN HEREON, AND THAT THE SAME IS TO BE AND CONDUIT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I FURTHER STATE THAT NOT LESS THAN ONE-SIXTH OF THE PERIMETER OF THE AREA TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

Edward F. Schuchert, P.L.S.
 Colorado P.L.S. No. 11025
 Filed on behalf of the City of Greeley

ANNEXATION 5

PERIMETER = 1301.9112
 CONTIGUOUS BOUNDARY = 439.2812
 TOTAL BOUNDARY = 822.6299
 AREA = 39884.7 sq. ft.

----- PROPERTY CONTIGUOUS BOUNDARY

Drawing Date:	
Drawing File Name:	
File Path:	
Project Name:	WELD Score
Client Information:	Client, Location
Drawn By:	Checked By:



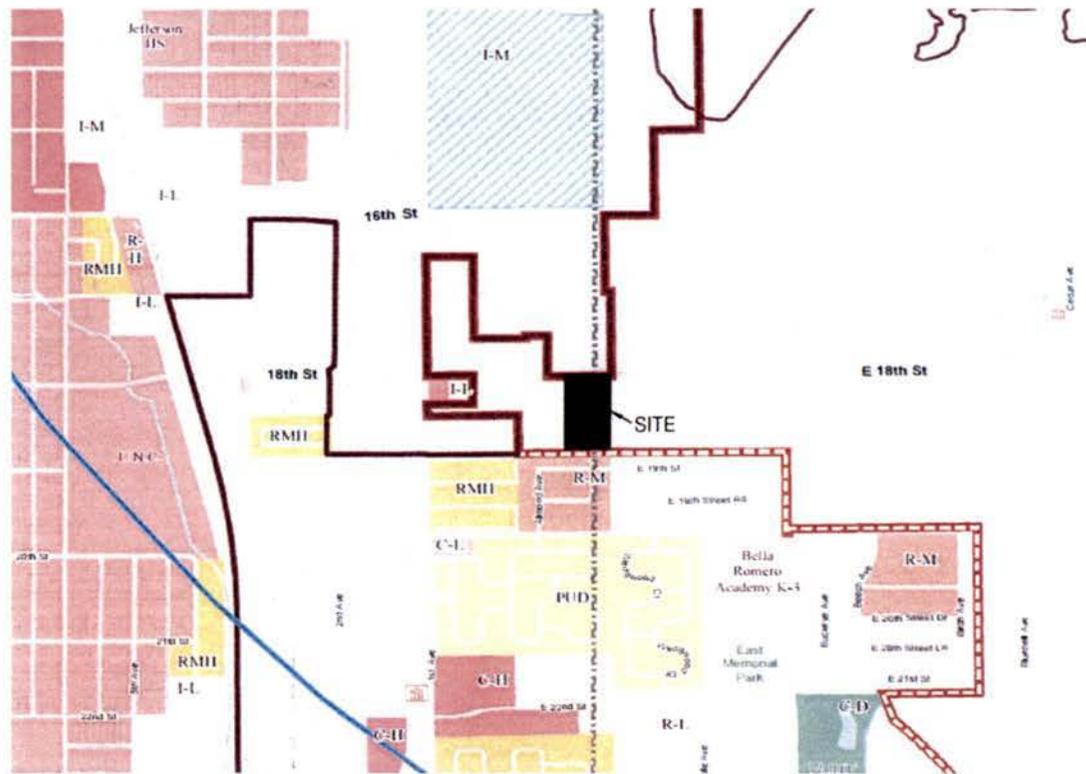
PUBLIC WORKS DEPARTMENT
 DIVISION OF ENGINEERING
 1001 NINTH AVENUE
 GREELEY, COLORADO 80639

COTTONWOOD BEND NATURAL AREA ANNEXATION NO. 5

Sheet Revisions	
1/21/2016	Per City Comments
1/23/2017	Per City Comments

WELD COUNTY COLORADO	
SECTION	14
TOWNSHIP	9 NORTH
RANGE	56 WEST OF 6TH P.M.

DALE LAND ANNEXATION VICINITY MAP



THOMAS LAND SURVEYING, LLC
2619 WEST 11TH STREET ROAD,
GREELEY, COLORADO 80634
970-304-0984

1611.042
DALE LAND VICINITY MAP

Council Agenda Summary

November 7, 2017

Agenda Item Number 13

Key Staff Contact: Doug Marek, City Attorney 350-9755

Title

Consideration of a Resolution authorizing the City of Greeley to provide fire protection service to the 1034 Enclave Annexation, Signature Bluffs Natural Area Annexation No. 1, Signature Bluffs Natural Area Annexation No. 2, and Signature Bluffs Natural Area Annexation No. 3, as set forth in Exhibit A of the petition to exclude territory from Windsor Severance Fire Protection District

Summary

The City must file an action in District Court to exclude those properties which have been annexed into the City of Greeley, and are therefore now receiving fire service from the Greeley Fire Department, from taxation by the fire protection district the properties were previously receiving service from. This Resolution, if adopted, will provide the necessary authority for the City Attorney's Office to institute an action for the fire district exclusions as well as to authorize the City to provide such fire protection services.

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?	
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues

This is a legislative action.

Other Issues and Considerations

N/A

Applicable Council Goal or Objective

1. Public Safety: Provide fire protection services.
2. Business Practices: Eliminate double taxation.

Decision Options

1. Adopt the Resolution to authorize the City Attorney's Office to file in the Weld County District Court the Petition to Exclude Territories from the Windsor Severance Fire Protection District; or

2. Do not adopt the Resolution and continue to let the property be double-taxed by both the Greeley Fire Department and the fire protection district in which the property was previously located.

Council's Recommended Action

A motion to adopt the Resolution and authorize the City Attorney to file the attached fire exclusion petition with the Weld County District Court.

Attachments

Resolution

Petition

Exhibits A-1 through A-4 – Legal Descriptions

Map of Area

CITY OF GREELEY, COLORADO

RESOLUTION NO. _____, 2017

A RESOLUTION AUTHORIZING THE CITY OF GREELEY TO PROVIDE FIRE PROTECTION SERVICE TO THE 1034 ENCLAVE ANNEXATION, SIGNATURE BLUFFS NATURAL AREA ANNEXATION NO. 1, SIGNATURE BLUFFS NATURAL AREA ANNEXATION NO. 2, AND SIGNATURE BLUFFS NATURAL AREA ANNEXATION NO. 3, AS SET FORTH IN EXHIBIT A OF THE PETITION TO EXCLUDE TERRITORY FROM WINDSOR SEVERANCE FIRE PROTECTION DISTRICT.

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

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

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

WHEREAS, the owners of these territories will be harmed by paying property taxes to both the City and the District for the same fire protection services; and

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

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

Section 1. The City of Greeley, through the Greeley Fire Department, will provide fire protection service to the territories specified as 1034 Enclave Annexation, Signature Bluffs Natural Area Annexation No. 1, Signature Bluffs Natural Area Annexation No. 2, and Signature Bluffs Natural Area Annexation No. 3, as set forth in Exhibit A of the Petition to Exclude Territories from the Windsor Severance Fire Protection District.

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

Section 3. This Resolution shall become effective immediately upon its passage, and because the fire protection is and has already been provided to the 1034 Enclave Annexation, Signature Bluffs Natural Area Annexation No. 1, Signature Bluffs Natural Area Annexation No. 2, and

Signature Bluffs Natural Area Annexation No. 3, this Resolution shall be retroactive to the date of the annexation.

PASSED AND ADOPTED, SIGNED AND APPROVED this 7th day of November, 2017.

ATTEST:

CITY OF GREELEY, COLORADO

City Clerk

By: _____
Mayor

DISTRICT COURT, WELD COUNTY COLORADO 901 9th Avenue Greeley, Colorado 80631 (970) 475-2400	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
In Re: Windsor Severance Fire Protection District Petitioner: The City Council of the City of Greeley, Colorado.	
Susan M. Henderson #31416 THE CITY OF GREELEY, COLORADO 1100 10th Street, Suite 401 Greeley, Colorado 80631 Telephone: (970) 350-9757 Facsimile: (970) 350-9763 E-mail: susan.henderson@greeleygov.com	Case Number: 1950CV11685 Division:
PETITION OF THE CITY COUNCIL OF THE CITY OF GREELEY TO EXCLUDE TERRITORIES FROM THE WINDSOR SEVERANCE FIRE PROTECTION DISTRICT	

COMES NOW the City Council of the City of Greeley, Colorado (the “City”), by and through undersigned counsel, and respectfully petitions this Honorable Court pursuant to C.R.S. §32-1-502, to exclude the territories known as Signature Bluffs Natural Area Annexation No. 1, Signature Bluffs Natural Area Annexation No. 2, Signature Bluffs Natural Area Annexation No. 3, and 1034 Enclave Annexation, more fully specified in Exhibits A-1 through A-4 attached hereto and incorporated herein by this reference (the “Exclusion”), which is now located within the corporate limits of the City of Greeley, from the Windsor Severance Fire Protection District (the “District”).

The Exclusion contains properties that are now double-taxed and/or covered by duplicate fire protection service as a result of the annexation of the properties by the City. The properties listed on Exhibits A-1 through A-4 are currently owned by the City, so are not double-taxed, but are now covered by duplicate fire protection service.

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

1. Exhibit B is a copy of a Resolution passed by the City Council of the City of Greeley on November ____, 2017, by which the City agrees to provide, through the Greeley Fire Department, the fire protection service that have been provided to the Exclusion by the District.

2. Exhibit C is Joint Stipulation and Plan between the City and the District providing for continuation of service in the territories by making fire protection in the Exclusion the responsibility of the City, through the Greeley Fire Department, and indicating that no facilities of the District are located within the Exclusion, the District has no bonds or other outstanding

indebtedness to be adversely affected by the Exclusion, no facilities are to be transferred, the District's remaining facilities are adequate to continue serving the District, and the Exclusion will neither reduce services or facilities nor significantly increase costs to users in the remaining territory of the District, if it increases costs at all.

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

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

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

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

RESPECTFULLY SUBMITTED this ____ day of November, 2017.

CITY OF GREELEY, COLORADO
1100 10th Street, Suite 401
Greeley, CO 80631
(970) 350-9757

CITY ATTORNEY'S OFFICE

By: /s/ Susan M. Henderson
Susan M. Henderson #31416
Senior Assistant City Attorney
The original signature is on file at the City
Attorney's Office, Greeley, Colorado

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of November, 2017, a true and correct copy of the foregoing PETITION OF THE CITY COUNCIL OF THE CITY OF GREELEY TO EXCLUDE TERRITORIES FROM THE WINDSOR SEVERANCE FIRE PROTECTION DISTRICT was served via Colorado Courts E-Filing to:

Catherine A. Tallerico
LYONS GADDIS KAHN HALL JEFFERS DWORAK & GRANT
P.O. Box 978
Longmont, Colorado 80502-0978

/s/ Cathy Trujillo

Cathy Trujillo

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

SIGNATURE BLUFFS
NATURAL AREA NO. 1
(Legal Description)

LEGAL DESCRIPTION

A tract of land located in a portion of Section 32, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, more particularly described as follows:

BASIS OF BEARING: The West line of the Southwest 1/4 of Section 32 shown on a Land Survey Plat as recorded in Reception No. 4144591 of the records of Weld County, Colorado, said line being N 00°45'07" E from the Southeast corner of said tract to the West 1/4 corner of said section 32.

Commencing at the Southwest corner of said Section 32; Thence along the west line of the Southwest 1/4 of said Section 32 N 00°45'07" E, a distance of 1924.11'; Thence S89°14'32" E, a distance of 30.00' to a point on the east right-of-way of 83rd Avenue, said point being the POINT OF BEGINNING for this description; Thence along the North line of Poudre River Ranch 3rd Filing the following fourteen (14) courses S 89°14'53" E, a distance of 281.50'; Thence S 73°38'27" E, a distance of 145.77'; Thence S 66°48'55" E, a distance of 296.78'; Thence S 72°34'58" E, a distance of 120.35'; Thence S 75°27'49" E, a distance of 101.05'; Thence S 80°52'03" E, a distance of 127.84'; Thence S 86°34'55" E, a distance of 230.64'; Thence S83°11'41"E, a distance of 102.15'; Thence S 76°42'01" E, a distance of 219.07'; Thence N 65°52'58" E, a distance of 233.93'; Thence N 69°29'44" E, a distance of 173.15'; Thence N 77°25'21" E, a distance of 261.66'; Thence N 81°16'54" E, a distance of 249.13'; Thence N 77°13'37" E, a distance of 105.58' to the Northeast corner of said Poudre River Ranch 3rd Filing, said point futhermore being the Northwest corner of Poudre River Ranch 2nd Filing; Thence along the North line of said Poudre River Ranch 2nd Filing for five (5) courses N 71°19'20" E, a distance of 191.38'; Thence N 66°46'57" E, a distance of 138.57'; Thence N 70°57'31" E, a distance of 229.27'; Thence N 76°09'47" E, a distance of 276.81'; Thence S72°16'42"E a distance of 70.31' more or less to a point on the Westerly line of a tract of land as described under Reception No. 3148885 of the records of said Weld County, Colorado Thence along the Westerly line of said tract of land N 13°50'13" W, a distance of 129.37' more or less to a point on the approximate centerline of the Cache La Poudre River; Thence along said approximate centerline of Cache La Poudre River the following fourteen (14) courses S 76°09'47" W, a distance of 341.26'; Thence S70°57'31"W, a distance of 206.30'; Thence N 77°15'35" W, a distance of 443.97'; Thence N 28°11'31" W, a distance of 118.53'; Thence N 04°32'45" E, a distance of 418.64'; Thence N 62°28'00" W, a distance of 111.80'; Thence S 72°32'00" W, a distance of 158.11'; Thence S 38°35'54" W, a distance of 541.40'; Thence S 08°39'37" W, a distance of 350.99'; Thence S 38°30'06" W, 341.82'; Thence N 76°33'49" W, a distance of 562.21'; Thence N 48°28'29" W, a distance of 612.76'; Thence N 23°47'07" W, a distance of 368.20'; Thence N 39°01'45" W, a distance of 596.63' to a point on the West line of a tract of land as described in Reception No. 1827327 of the records of said Weld County; Thence along the Westerly line of said Reception No 1827327 S 00°01'08" E, a distance of 936.93'; Thence N 89°15'12" W, a distance of 21.30' to a point on the East right-of-way line of 83rd Avenue; Thence along said east right-of-way line S 00°45'07" W, a distance of 153.94' to the POINT OF BEGINNING;

Said tract of land containing 1263499.3 Sq. Ft, or 29.006 Acres more or less.

SIGNATURE BLUFFS NATURAL AREA NO. 2

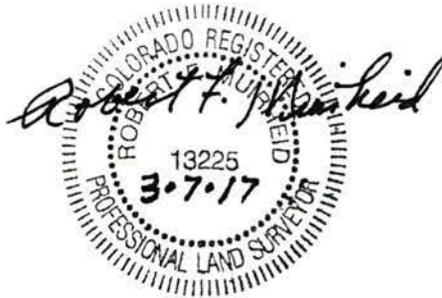
LEGAL DESCRIPTION

A tract of land located in the Southeast 1/4 of Section 32, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, more particularly described as follows:

BASIS OF BEARING: The North line of the Southeast 1/4 of Section 32 shown on a Land Survey Plat as recorded in Reception No. 4144591 of the records of Weld County, Colorado, said line being N 89°40'02" E from the Center 1/4 corner of said Section 32 to the East 1/4 corner of said section 32.

Beginning at the East 1/16 corner of C---C of said Section 32 and assuming the North line of the Southeast 1/4 of said Section 32 bears N 89°40'02" E and all other bearings contained herein being relative thereto; Thence along said North line of the Southeast 1/4 of Section 32 N 89°40'02" E, a distance of 241.94' more or less to the centerline of the Cache La Poudre River; Thence along said centerline the following three (3) courses S 14°52'56" W, a distance of 70.90'; Thence S 65°16'30" W, a distance of 248.82' to the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 32; Thence along said West line N 00°45'45" E, a distance of 171.20' to the POINT OF BEGINNING;

Said tract of land containing 27503 Sq. Ft, or 0.631 Acres more or less.



Prepared By: _____

Robert F. Muirheid, P.L.S.
Colo. P.L.S. No. 13225
For and on Behalf of the City of Greeley
1001 9th Avenue
Greeley, Co. 80631
970•350•9799

SIGNATURE BLUFFS NATURAL AREA NO. 3
LEGAL DESCRIPTION

A tract of land located in the Northeast 1/4 of Section 32, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, more particularly described as follows:

BASIS OF BEARING: The North line of the Southeast 1/4 of Section 32 shown on a Land Survey Plat as recorded in Reception No. 4144591 of the records of Weld County, Colorado, said line being N 89°40'02" E from the Center 1/4 corner of said Section 32 to the East 1/4 corner of said section 32.

Beginning at the East 1/16 corner of C---C of said Section 32 and assuming the North line of the Southeast 1/4 of said Section 32 bears N 89°40'02" E and all other bearings contained herein being relative thereto; Thence along said North line of the Southeast 1/4 of Section 32 N 89°40'02" E, a distance of 241.94' more or less to the centerline of the Cache La Poudre River; Thence along said centerline the following four (4) courses N 14°52'56" W, a distance of 152.53'; Thence N 09°29'35" W, a distance of 229.71'; Thence N 33°33'05" W, a distance of 329.26'; Thence N 15°57'08" W, a distance of 182.32' more or less to the East line of the Northeast 1/4 of said Section 32; Thence along said East line S 00°46'25" W, a distance of 825.16' to the POINT OF BEGINNING; Said tract of land containing 141643Sq. Ft, or 3.252 Acres more or less.



Prepared By: _____

Robert F. Muirheid, P.L.S.
Colo. P.L.S. No. 13225
For and on Behalf of the City of Greeley
1001 9th Avenue
Greeley, Co. 80631
970•350•9799

1034 ENCLAVE ANNEXATION

LEGAL DESCRIPTION

A tract of land being a part of the west half of Section 7, Township 5 North, Range 66 West, part of the west half of the west half of the northwest quarter of Section 18, Township 5 North, Range 66 West, part of the east half of Section 12, Township 5 North, Range 67 West, and a part of the east half of Section 1, Township 5 North, Range 67 West, all in the Sixth Principal Meridian, Weld County, Colorado said parcel being enclosed by FIRST HERTZKE ANNEXATION, SECOND HERTZKE ANNEXATION, LUNDVALL ANNEXATION, GOLDEN TRIANGLE SECOND ANNEXATION and GOLDEN TRIANGLE FIRST ANNEXATION and further described as follows;

BEGINNING at the Northwest corner of said Section 7 and considering the west line of said section 7 to bear South 00°43'37" East with all other bearings contained herein being relative thereto;

Thence South 00°43'37" East, 215.52 feet;

Thence North 89°16'23" East, 30.00 feet to a point on FIRST HERTZKE ANNEXATION;

Thence along the boundary of said FIRST HERTZKE ANNEXATION by the following 17 courses;

South 55°56'37" East, 189.97 feet;

South 50°13'37" East, 65.20 feet;

South 41°01'37" East, 98.20 feet;

South 32°32'37" East, 66.80 feet;

South 22°28'37" East, 175.10 feet;

South 05°11'37" East, 413.80 feet;

South 05°26'23" West, 200.30 feet;

South 16°56'37" East, 233.40 feet;

South 09°19'23" West, 48.00 feet;

South 36°18'23" West, 87.10 feet;

South 10°29'23" West, 64.70 feet;

South 06°50'37" East, 138.50 feet;

South 23°29'23" West, 86.20 feet;

South 56°14'23" West, 73.60 feet;

South 76°59'23" West, 75.30 feet;

North 82°34'37" West, 75.30 feet;

North 61°23'37" West, 196.46 feet to a point on the west line of the Northwest Quarter of said Section 7;

Thence South 00°43'37" East, 840.89 feet to the West Quarter Corner of said Section 7;

Thence South 00°43'49" East, 1341.58 feet to the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 7;

Thence South 89°50'38" East, 1321.01 feet to the Northeast Corner of the Southwest Quarter of the Southwest Quarter of said Section 7;

Thence South 01°08'51" East, 1338.19 feet to the Southeast Corner of the Southwest Quarter of the Southwest Quarter of said Section 7;

Thence South 00°39'15" East, 2681.98 feet to the Southeast Corner of the West Half of the Northwest Quarter of said Section 18;

Thence South 89°02'08" West, 1323.94 feet to the Southwest Corner of the West Half of the Northwest Quarter of said Section 18;

Thence North 00°47'46" West, 2704.18 feet to the corner common to Sections 7 and 18, Township 5

North, Range 66 West and the corner common to Sections 12 and 13, Township 5 North, Range 67 West;

Thence South 88°41'23" West, 1298.94 feet;

Thence South 88°41'17" West, 1299.03 feet to the South Quarter Corner of said Section 12;

Thence North 00°33'55" West, 5315.25 feet to the North Quarter Corner of said Section 12;

Thence North 87°33'03" East, 864.97 feet;

Thence North 03°20'57" West, 218.54 feet;

LEGAL DESCRIPTION

Thence South 87°33'03" West, 240.00 feet;
Thence North 03°20'57" West, 175.00 feet;
Thence North 87°33'03" East, 556.23 feet;
Thence South 03°20'57" East, 43.78 feet;
Thence North 87°33'03" East, 130.25 feet to a point on the east line of the West Half of the Southeast Quarter of said Section 1, Township 5 North, Range 67 West;
Thence South 00°09'08" East, 200.01 feet along said east line;
Thence South 27°09'55" East, 164.99 feet to a point on the south line of said Section 1;
Thence North 87°33'03" East, 1216.93 feet along said south line to the POINT OF BEGINNING;
Said tract of land contains 460.2 acres, more or less.



Prepared by: _____
Robert F. Muirheid, PLS
Colorado P.L.S. No. 13225
For and on behalf of the City of Greeley
1001 9TH Avenue
Greeley, Co 80631

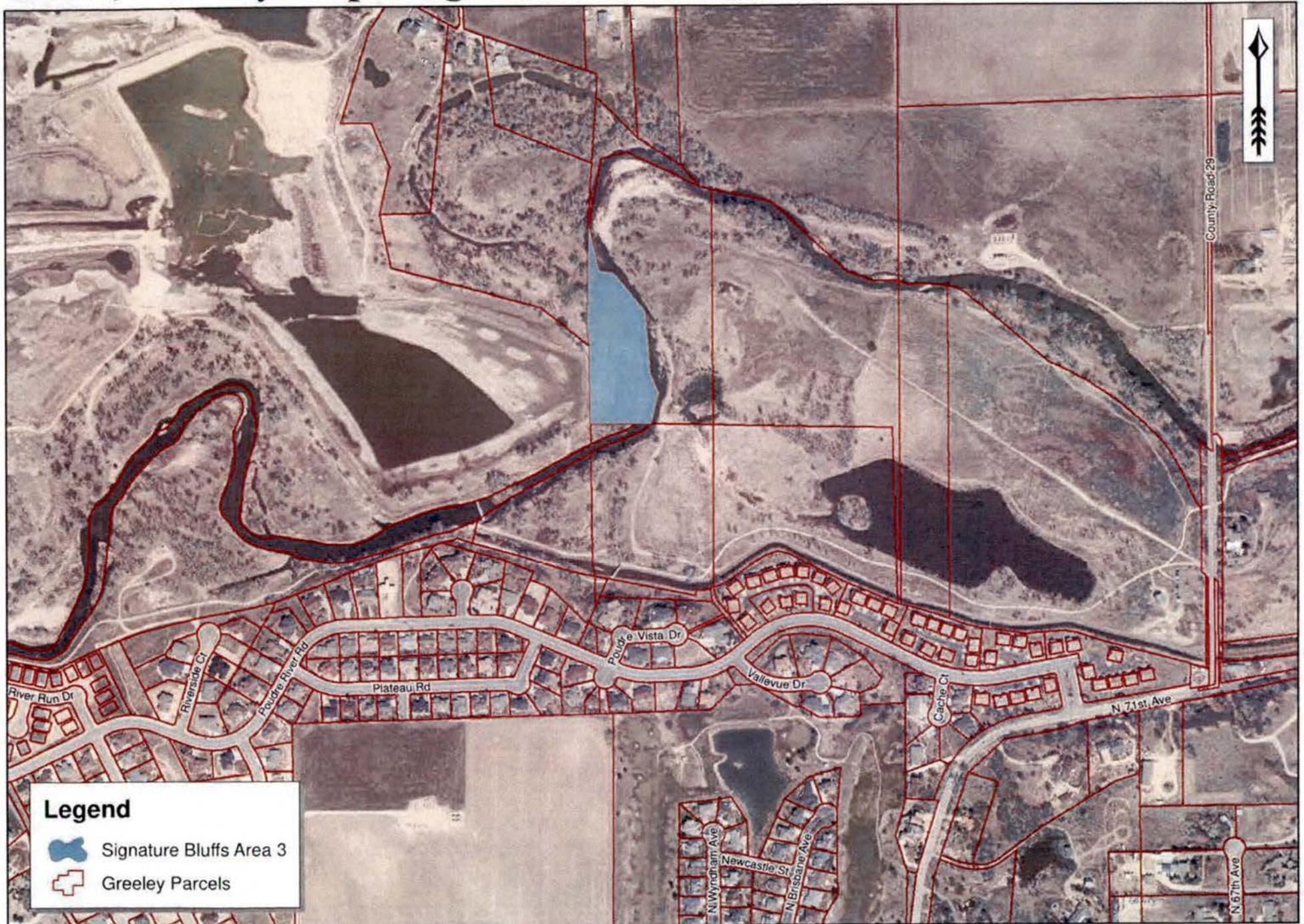
Aerial/Vicinity Map - Signature Bluffs Natural Area 1



Aerial/Vicinity Map - Signature Bluffs Natural Area 2



Aerial/Vicinity Map - Signature Bluffs Natural Area 3



1034 ENCLAVE ANNEXATION
 LOCATED IN PART OF SECTIONS 1 AND 12, TOWNSHIP 5 NORTH, RANGE 65 WEST
 AND PART OF SECTIONS 7 AND 18, TOWNSHIP 5 NORTH, RANGE 66 WEST
 OF THE 6TH P.M., WELD COUNTY, COLORADO

LEGAL DESCRIPTION

A tract of land being a part of the west half of Section 7, Township 5 North, Range 66 West, part of the west half of the west end of the northwest quarter of Section 18, Township 5 North, Range 66 West, part of the east half of Section 12, Township 5 North, Range 67 West, and a part of the east half of Section 1, Township 5 North, Range 67 West, all in the South Principal Meridian, Weld County, Colorado and parcel being enclosed by FIRST HERTZKE ANNEXATION, SECOND HERTZKE ANNEXATION, LUNDVALL ANNEXATION, GOLDEN TRIANGLE SECOND ANNEXATION and GOLDEN TRIANGLE FIRST ANNEXATION and further described as follows:

BEING(S) at the Northwest corner of said Section 7 and considering the west line of said section 7 to bear South 00°43'37" East with all other bearings contained herein being relative thereto;

Thence South 00°43'37" East, 215.52 feet;

Thence South 89°10'23" East, 30.00 feet to a point on FIRST HERTZKE ANNEXATION;

Thence along the boundary of said FIRST HERTZKE ANNEXATION by the following 17 courses;

South 55°30'37" East, 189.97 feet;

South 50°13'37" East, 63.20 feet;

South 41°01'37" East, 92.20 feet;

South 32°32'37" East, 60.80 feet;

South 22°28'37" East, 175.10 feet;

South 05°11'37" East, 413.80 feet;

South 05°20'23" West, 206.30 feet;

South 10°50'37" East, 233.40 feet;

South 09°19'23" West, 48.00 feet;

South 30°18'23" West, 47.10 feet;

South 10°20'23" West, 64.70 feet;

South 06°50'37" East, 136.50 feet;

South 23°29'23" West, 86.20 feet;

South 50°14'23" West, 79.40 feet;

South 30°30'23" West, 79.30 feet;

North 82°34'37" West, 75.30 feet;

North 01°23'37" West, 196.46 feet to a point on the west line of the Northwest Quarter of said Section 7;

Thence South 00°43'37" East, 840.89 feet to the West Quarter Corner of said Section 7;

Thence South 00°43'37" East, 1341.28 feet to the Northwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 7;

Thence South 80°50'38" East, 1321.01 feet to the Northeast Corner of the Southeast Quarter of the Southeast Quarter of said Section 7;

Thence South 01°08'37" East, 1934.19 feet to the Southeast Corner of the Southeast Quarter of the Southeast Quarter of said Section 7;

Thence South 00°39'15" East, 2081.98 feet to the Southeast Corner of the West Half of the Northwest Quarter of said Section 18;

Thence South 89°02'08" West, 1323.94 feet to the Southwest Corner of the West Half of the Northwest Quarter of said Section 18;

Thence North 00°47'40" West, 2704.18 feet to the corner common to Sections 7 and 18, Township 5 North, Range 66 West and the corner common to Sections 12 and 13, Township 5 North, Range 67 West;

Thence South 88°41'23" West, 1208.94 feet;

Thence South 88°41'17" West, 1209.03 feet to the South Quarter Corner of said Section 12;

Thence North 00°31'55" West, 2315.25 feet to the North Quarter Corner of said Section 12;

Thence North 87°13'03" East, 364.97 feet;

Thence North 02°20'57" West, 218.54 feet;

Thence South 87°33'03" West, 240.00 feet;

Thence North 02°20'57" West, 175.00 feet;

Thence North 87°13'03" East, 556.23 feet;

Thence South 02°20'57" East, 43.28 feet;

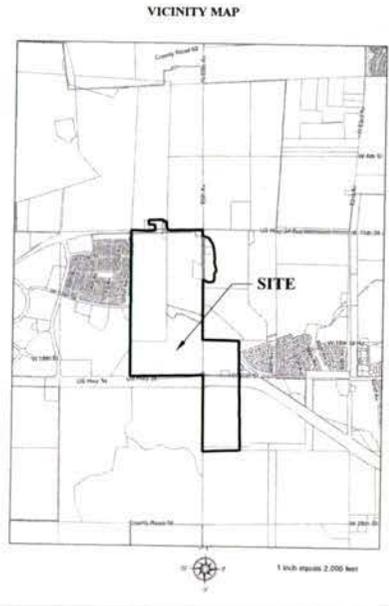
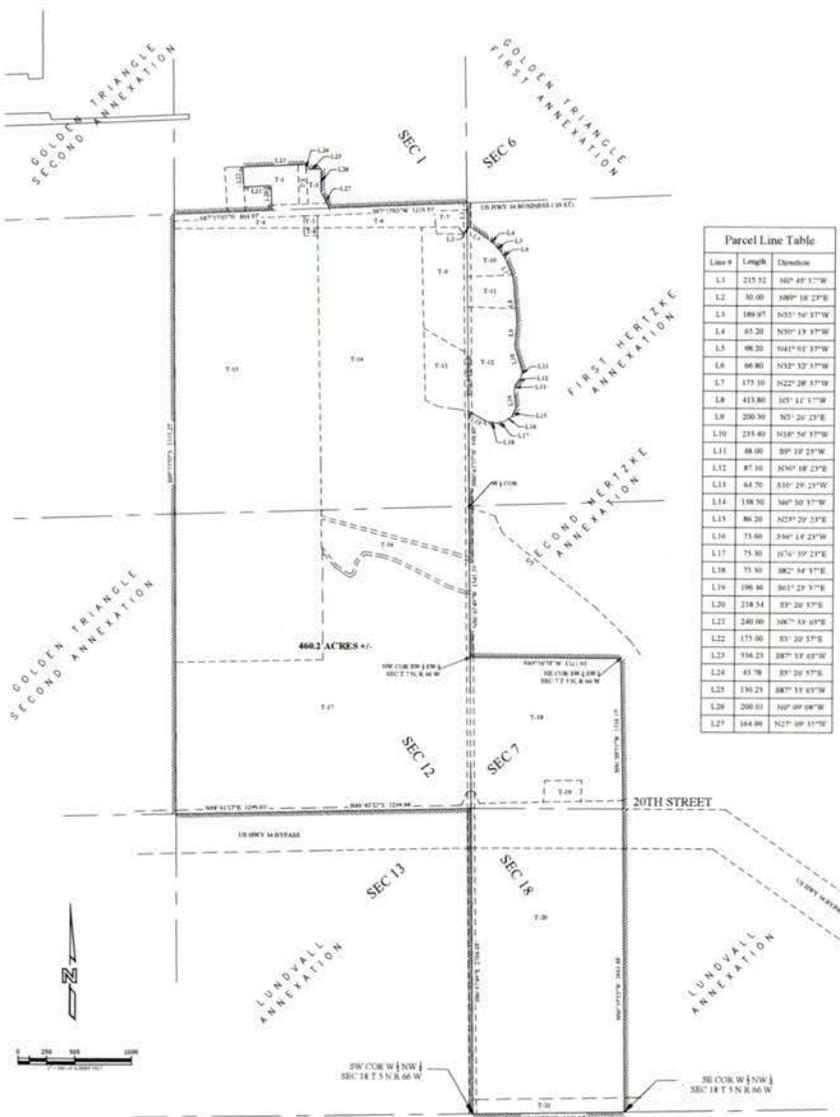
Thence North 87°33'03" East, 130.25 feet to a point on the east line of the West Half of the Southeast Quarter of said Section 1, Township 5 North, Range 67 West;

Thence South 00°09'08" East, 200.00 feet along said east line;

Thence South 27°09'55" East, 164.99 feet to a point on the south line of said Section 1;

Thence North 87°33'03" East, 1216.93 feet along said south line to the POINT OF BEGINNING;

Said tract of land contains 460.2 acres, more or less.



ANNEXATION DATA

PERIMETER = 23809 L.F.
 CONTIGUOUS Boundary = 23809 L.F.
 OF CONTIGUOUS BOUNDARY = 4902 L.F.
 RATIO = 1 : 1

////// DENOTES CONTIGUOUS BOUNDARY

SURVEYOR'S STATEMENT:

THIS ANNEXATION DRAWING IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION FROM EXISTING DOCUMENTS OF RECORD TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION AS SHOWN HEREON AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I FURTHER STATE THAT NOT LESS THAN ONE-SIXTH OF THE PERIMETER OF THE AREA TO BE ANNEXED IS CONTIGUOUS TO THE BOUNDARY OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

Robert F. Mathison, P.L.S.
 Colorado P.L.S. No. 11227
 For and on behalf of the City of Greeley

ACCEPTANCE:

Said map was accepted by the City of Greeley, Weld County, Colorado and the territory therein designated made a part of said City of Greeley and included within the limits and jurisdiction thereof.

This the ____ Day of _____, 20__ A.D.
 Attest: _____ CITY CLERK _____ MAYOR

CITY ENGINEER CERTIFICATE OF APPROVAL

Approved this ____ Day of _____, 20__ A.D. by the City Engineer of the City of Greeley, Colorado:

CITY ENGINEER: _____

COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE OF APPROVAL

Approved this ____ Day of _____, 20__ A.D. by the Community Development Director of the City of Greeley, Colorado:

Community Development Director: _____

Drawing Date: 12/19/2016
Drawing File Name:
Full Path:
Horiz. Scale:
Unit Information:
Drawn by:
Vert. Scale:
Unit Leader:
Checked By:



PUBLIC WORKS DEPARTMENT
 DIVISION OF ENGINEERING
 1001 NINTH AVENUE
 GREELEY, COLORADO 80631

1034 ENCLAVE ANNEXATION

Sheet Revisions		Init.
Date:	Comments:	

WELD COUNTY COLORADO	
SECTION	1, 12, 13
TOWNSHIP	5 NORTH
RANGE	65&66 WEST OF 6TH P.M.

SHEETS	1
	2

Council Agenda Summary

November 7, 2017

Agenda Item Number 14

Contact: Doug Marek, City Attorney, 970-350-9757

Title

Consideration of A Resolution of the City Council of the City of Greeley, Colorado, authorizing the City Attorney to enter into a release and settlement agreement with Linda Robbins

Summary

Linda Robbins filed a Complaint and Jury Demand against the City of Greeley with the U.S. District Court, Case No. 15-cv-00683-RPM, pursuant to 42 U.S.C. § 1983, alleging the taking of her property (15 dogs) without constitutional due process on August 14, 2012. The resolution authorizes the city attorney to enter into a release and settlement agreement resolving all claims associated with this case.

Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial or onetime impact?	\$150,000
What is the annual impact?	None
What fund of the City will provide funding?	Liability Fund
What is the source of revenue within the fund?	Allocations charged to each City department
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues

The release and settlement agreement with Linda Robbins will resolve all associated claims against the City as provided by Greeley Municipal Code §4.18.070(b).

Other Issues and Considerations

None.

Applicable Council Goal or Objective

Economic Health & Development

Decision Options

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

Council's Recommended Action
A motion to adopt the Resolution.

Attachments
Resolution

THE CITY OF GREELEY, COLORADO

RESOLUTION ____, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY,
COLORADO, AUTHORIZING THE CITY ATTORNEY TO ENTER INTO A
SETTLEMENT AGREEMENT WITH LINDA ROBBINS**

WHEREAS, Linda Robbins filed a Complaint and Jury Demand against the City of Greeley with the U.S. District Court, Case No. 15-cv-00683-RPM, pursuant to 42 U.S.C. § 1983, alleging that on August 14, 2012 the City deprived her of property (15 dogs) without constitutional due process; and

WHEREAS, on February 5, 2016, the Court found the City liable for violations of Robbins' due process rights under the 14th Amendment of the U.S. Constitution; and

WHEREAS, on August 18, 2016, the Court ruled that Robbins was entitled to damages, including the intrinsic and hedonic value of the dogs, as well as attorneys' fees and costs; and

WHEREAS, the parties have negotiated a settlement that resolves all issues involved in the case, contingent upon Council's approval; and

WHEREAS, the City's Claims Review Board and the City Attorney's Office believe it is in the best interests of the City to approve settlement of this case.

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

1. City Council authorizes the City Attorney to enter into a release and settlement agreement with Robbins that resolves all claims associated with Case No. 15-cv-00683-RPM.

2. The City Attorney is authorized to make changes to the release and settlement agreement after Council approval so long as such changes do not affect the substance of the agreement.

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

PASSED, AND ADOPTED, SIGNED AND APPROVED this 7th day of November, 2017.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Council Agenda Summary

November 7, 2017

Agenda Item Number 15

Title

Pulled Consent Agenda Items

Council Agenda Summary

November 7, 2017

Agenda Item Number 16

Burt Knight, Director of Water & Sewer Dept. 336-4095

Title

Consideration of a Resolution of the City of Greeley Council Authorizing the City to Enter into a First Amendment to an Intergovernmental Agreement for Treated Water Service between the City of Greeley and the Town of Windsor

Summary

The City of Greeley entered into an Intergovernmental Agreement with the Town of Windsor in January of 1996 to set the terms by which Greeley would treat and deliver potable water to Windsor. A copy of the existing 1996 IGA is also enclosed for reference. This First Amendment to the 1996 IGA is for a term of 25 years, with 10-year renewal terms thereafter; it addresses the measurement and determination of peak demands and peaking errors, system development charges, and contains a bilateral process for termination in the absence of default. The terms and conditions of the 1996 IGA not modified by this First Amendment will remain in effect.

The first Amendment to continue treated water service was approved by the Water & Sewer board October 18, 2017 and recommended to Council for approval.

Fiscal Impact

Does this item create a fiscal impact on the City of Greeley?	Yes, only when Windsor uses water in excess of their allowance
If yes, what is the initial or onetime impact?	Dependent on water volume used
What is the annual impact?	None
What fund of the City will provide funding?	405-Water Construction revenue
What is the source of revenue within the fund?	Plant investment fees
Is there grant funding for this item?	n/a
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues

The First Amendment is an IGA authorized by C.R.S. §29-1-203 that must be approved by City Council via resolution, and has been reviewed by the City Attorney's Office.

Other Issues and Considerations

None.

Applicable Council Goal or Objective

Infrastructure and Growth

Decision Options

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

Council's Recommended Action

A motion to adopt the Resolution.

Attachments

Resolution

Draft First Amendment to Intergovernmental Agreement for Treated Water Service between the City of Greeley and the Town of Windsor

Intergovernmental Agreement for Treated Water Service between the City of Greeley and the Town of Windsor – dated January 4, 1996

PowerPoint Presentation

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2017

**A RESOLUTION OF THE GREELEY CITY COUNCIL AUTHORIZING
ENTRY INTO THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT FOR TREATED WATER SERVICE BETWEEN THE CITY OF GREELEY
AND THE TOWN OF WINDSOR**

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

WHEREAS, Greeley and Windsor previously entered into that certain Intergovernmental Agreement for Treated Water Service on January 4, 1996 (“the 1996 IGA”); and

WHEREAS, authorized representatives of Greeley and Milliken have met on numerous occasions to review the 1996 IGA and discuss the possible modification of that agreement; and

WHEREAS, Greeley and Windsor have a continuing common interest in obtaining high-quality treated water in sufficient quantities to meet the present and future needs of their citizens and service areas; and

WHEREAS, Greeley and Windsor have reached agreement regarding the modification and continuation of the 1996 IGA, by the terms and conditions of the First Amendment to Intergovernmental Agreement for Treated Water Service, Between the City of Greeley, Colorado and the Town of Windsor attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Greeley Water and Sewer Board reviewed the First Amendment to Intergovernmental Agreement for Treated Water Service, Between the City of Greeley, Colorado and the Town of Windsor, Colorado at its October 18, 2017 meeting, approved the agreement, and recommended approval by City Council of the same; and

WHEREAS, it is in the best interests of the citizens of the City of Greeley that the City Council authorize entry into this agreement.

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

Section 1. The City Council hereby authorizes the City to enter into the First Amendment to Intergovernmental Agreement for Treated Water Service, Between the City of Greeley, Colorado and the Town of Windsor, Colorado, attached hereto and incorporated herein

as Exhibit A.

Section 2. City staff and legal counsel are hereby authorized to make minor changes and modifications to the First Amendment to Intergovernmental Agreement for Treated Water Service prior to final execution of the instrument, so long as the substance of the agreement remains substantially unchanged.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 7th day of November, 2017.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

Mayor

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT FOR
TREATED WATER SERVICE**

**BETWEEN THE CITY OF GREELEY, COLORADO
AND THE TOWN OF WINDSOR, COLORADO**

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR TREATED WATER SERVICE (“First Amendment”) is entered into this ___ day of _____, 2017, by and between **THE CITY OF GREELEY**, Colorado, a home rule municipality (“Greeley”) and **THE TOWN OF WINDSOR**, Colorado, a home rule municipality acting as the governing board of the Windsor Water Utilities Enterprise (“Windsor”), to set forth the terms and conditions by which Greeley will use its supply and treatment facilities to provide the treatment and delivery of potable water to Windsor.

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

WHEREAS, Greeley and Windsor previously entered into that certain Intergovernmental Agreement for Treated Water Service on January 4, 1996 (“the 1996 IGA”); and

WHEREAS, authorized representatives of Greeley and Windsor have met on numerous occasions to review the 1996 IGA and discuss the possible modification of that agreement; and

WHEREAS, Greeley and Windsor have a continuing common interest in obtaining high-quality treated water in sufficient quantities to meet the present and future needs of their citizens and service areas; and

WHEREAS, Greeley and Windsor are agreeable to modifying the 1996 IGA under the terms and conditions of this First Amendment; and

WHEREAS, Greeley and Windsor desire to reduce their understandings, and the terms and conditions of this First Amendment, to writing;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in further consideration of the mutual covenants, undertakings, terms, and conditions contained herein, Greeley and Windsor agree as follows:

1. **OTHER TERMS IN FULL FORCE AND EFFECT.** Except as explicitly modified in this First Amendment, all terms and conditions of the 1996 IGA remain in full force and effect.
2. **AMENDMENTS.** The 1996 IGA is hereby amended as follows.
 - a. **Section 1.8 and 1.9 are incorporated as follows.**

1.8 “Peaking Error” means a discrete operational incident experienced by Windsor that causes a measured peaking factor increase, which incident is agreed by both Greeley and

Windsor, in their sole respective discretions, to be a one-time event that is not anticipated to occur again in the future.

1.9 “Peaking Error Fee” means a one-time fee assessed to Windsor by Greeley in the event that an agreed upon Peaking Error occurs, in lieu of utilizing the increased measured peaking factor attributable to a Peaking Error in the calculation of rates under this agreement.

b. Section 12 of the 1996 IGA is amended in its entirety as follows.

12. PEAK DEMAND MEASUREMENT AND DETERMINATION.

12.1 Each year either Windsor or Greeley or both may register and record peak daily demands. Windsor’s peak daily demand factor will either be a flow-weighted average of several master meters, or it shall be derived from simultaneous readings from the several master meters, whichever method generates the highest demand factor. Peak hourly demand factors will be determined by dividing the peak daily demand reading by 24 (hours in the day), and then dividing that result by the average hourly demand for that calendar year.

Peak Hourly Demand Factor Calculation: Peak Daily Demand / 24 / Average Annual Hourly Demand

To modulate variations in peaking factors from year to year, and to thereby modulate fluctuations in the cost-of-service rates, peaking factors will be calculated based upon the average of the previous two years actual recorded peak flows. Notwithstanding the provisions regarding Peaking Error below, in no case will past year’s or current year’s water bills be adjusted for changes in the current peak demand factors. If peak daily demands are not registered in any given year, then the measurements used in the prior year’s rate study will be assumed constant in the next rate study.

12.2 Unanticipated Operational Peaking. If Windsor experiences an operational incident that causes its measured peaking factor to increase, it may request from Greeley that such increased measured peaking factor be deemed an error, and that the increased factor not be included in the forthcoming rate calculation. If Greeley agrees that the incident was a one-time event that is not anticipated to occur again in the future, the increased peaking measurement may be termed a Peaking Error. Mutual agreement by Windsor and Greeley that the increased factor constitutes a Peaking Error shall result in the assessment to Windsor of a Peaking Error Fee, as described below, and the increased factor shall not be included in the forthcoming rate calculation. If a Peaking Error occurs, the peaking factor used in the rate calculation shall be from the last two years, as described above, without the Peaking Error.

12.3 Peaking Error Fee. Upon mutual agreement by Windsor and Greeley that a Peaking Error has occurred, Windsor shall remit to Greeley a Peaking Error Fee and Greeley shall not utilize the increased peaking factor in the calculation of Windsor’s rate. The Peaking Error Fee assessed to Windsor shall be in an amount equal to 20% of the total annual revenue

paid by Windsor to Greeley pursuant to this agreement during the calendar year in which the Peaking Error occurred.

12.4 Water usage pursuant to an agreed upon Peaking Error shall not result in an increase in System Development Charges, nor an increase to the base rate as calculated pursuant to Section 8 of this agreement.

c. Section 13 of the 1996 IGA is amended in its entirety as follows.

13. SYSTEM DEVELOPMENT CHARGES.

13.1 Windsor shall pay to Greeley a system development charge (“SDC”) when the metered water delivered to Windsor in any year exceeds the acre-feet delivered in the base year. Payment of system development charges will create a new base year delivery. No system development charges will be due in subsequent years for metered delivery equal to or less than the new base year delivery. Payments of the system development charge will occur in twelve monthly increments following the calendar year in which the exceedance occurs. In no case shall system development charges be refunded. Windsor’s current base year volume at the time this First Amendment is executed is 651.33 acre-feet.

13.2 The SDC due shall be a percentage of the then current Inside the City Greeley ¾-inch tap plant investment fee (expressed in \$/acre-feet), to be multiplied by Windsor’s consumption in acre-feet of water metered in excess of the base year delivery. The SDC percentage is calculated as follows: The typical Windsor single-family customer benefits from 75% of Greeley Water System. To express Greeley’s plant investment fee in terms of \$/acre-feet, the average annual inside-the-City residential demand, as used in the annual update of the Greeley rate model, is divided into the plant investment fee.

13.3 *THE FOLLOWING CALCULATION UTILIZES 2016 DATA TO DERIVE EXAMPLE FIGURES FOR THE SOLE PURPOSE OF DEMONSTRATING THE SDC METHODOLOGY. ANY ACTUAL SDC BORNE BY WINDSOR WILL VARY ANNUALLY, IN ACCORDANCE WITH THE METHODOLOGY DESCRIBED IN THIS SECTION 13.*

Example Conversion and Calculation of SDC Rate

Average Annual Demand:	135,000 gallons (0.414 acre-feet per ¾-inch tap)
Current Inside the City Greeley PIF:	\$10,800

Conversion of Greeley PIF: $(\$10,800) / (0.414 \text{ AF/year}) = \$26,087 \text{ per AF/year}$

Windsor SDC: $(75\%) * (\$26,087 \text{ per AF/year}) = \$19,565 \text{ per AF/year}$

Example Base Year and SDC Calculation

Windsor Base Year Volume: 651.33 acre-feet
Windsor Actual Metered Flow: 660 acre-feet (8.67 AF in excess of Base Year Volume)

Calculation of Total SDC Due: $(660-651.33) * (\$19,565) = \$169,628.55$

Windsor's Base Year Volume would then increase to become 660 AF.

d. Section 16 of the 1996 IGA is amended in its entirety as follows.

16. INTEGRATION, MERGER, AND SUPERSESSION. This First Amendment incorporates and renews the terms and conditions of the 1996 IGA not explicitly modified herein, and supersedes all terms and conditions of any other agreements regarding water supply previously existing between Greeley and Windsor. This First Amendment contains all agreements and understandings, whether written or oral, between Greeley and Windsor regarding the subject matter herein.

e. Section 17 of the 1996 IGA is amended in its entirety as follows.

17. TERM. In the interest of reliability and security, this First Amendment shall be for an initial term of twenty-five years from the date of execution set forth above. At the expiration of this initial term, this agreement shall automatically renew for successive ten-year terms, unless terminated in accordance with Section 18 below.

f. Section 18 of the 1996 IGA is amended in its entirety as follows.

18. DEFAULT AND TERMINATION. In the event either party fails to meet the terms and conditions of this agreement, such failure shall constitute a default of this agreement and the non-defaulting party may immediately terminate this agreement, the effective day of termination being thirty days after the receipt of written notice of default by the defaulting party. Notice shall be given either to the Windsor Town Manager or the Greeley City Manager. Either party may cure the default during the aforesaid 30-day cure period. Upon cure of any default, this agreement shall remain in full force and effect. Nothing herein shall limit either party from collecting damages and amounts due from the other party upon termination of this agreement by default. Notwithstanding the above, this agreement may otherwise be terminated at will by either Greeley or Windsor by giving an advance written notice to the other party of no less than ten (10) years. Nothing herein shall preclude the parties from negotiating modifications of this agreement during the ten-year notification of termination window, in which case an amended agreement may modify or supplant this agreement.

IN WITNESS WHEREOF, the City of Greeley and the Town of Windsor have authorized and executed this First Amendment to Intergovernmental Agreement for Treated Water Service on the date first written above.

THE TOWN OF WINDSOR, COLORADO

WINDSOR WATER BOARD:

By: _____
Mayor

By: _____
Chairman

ATTEST:

By: _____
Town Clerk

THE CITY OF GREELEY, COLORADO

ATTEST:

By: _____
Mayor

By: _____
City Clerk

WATER AND SEWER BOARD:

AS TO SUBSTANCE:

By: _____
Chairman

By: _____
City Manager

AS TO LEGAL FORM:

AS TO AVAILABILITY OF FUNDS:

By: _____
City Attorney

By: _____
Director of Finance

**INTERGOVERNMENTAL AGREEMENT FOR
TREATED WATER SERVICE
BETWEEN THE CITY OF GREELEY, COLORADO
AND THE TOWN OF WINDSOR, COLORADO**

THIS AGREEMENT is made this 4th day of January, 199~~8~~⁶,
by and between **THE CITY OF GREELEY**, Colorado, a home rule municipality ("Greeley")
and **THE TOWN OF WINDSOR**, a Colorado statutory town acting as the governing board
of the Windsor Water Utilities Enterprise ("Windsor"), for the treatment and delivery of potable
water to the Town of Windsor by and through the treatment facilities and transmission lines
of the City of Greeley, Colorado.

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

WHEREAS, the Town of Windsor and the City of Greeley are neighboring
municipalities which have a common interest in obtaining high-quality water in sufficient
quantity to meet present and future needs; and

WHEREAS, the citizens of Windsor are desirous of long-term reliability in treated
water; and

WHEREAS, Windsor and Greeley can cost-effectively combine their demand for treated
water through one system of treatment, transmission and treated water storage thereby
achieving economies of scale; and

WHEREAS, in addition to its own needs and demand, Greeley has the capacity and the
facilities to meet the needs of Windsor for water treatment and transmission as are more fully
set forth herein; and

WHEREAS, Windsor and Greeley shall and will continue to own their water rights
individually and separately, each municipality relying upon the yield of its own water rights
to provide the raw water necessary for treatment proposed under this agreement; and

WHEREAS, Greeley and Windsor are agreeable to entering into a long-term contract
for the treatment and delivery of potable water to Windsor through an intergovernmental
agreement; and

WHEREAS, the parties are desirous of reducing the understandings, terms and
conditions of said agreement to writing.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants, undertakings,
terms and conditions contained herein, the parties agree as follows:

1. DEFINITIONS. The terms used herein are defined as follows:

1.1 "Greeley" shall refer to the City of Greeley and any authorized representative thereof.

1.2 "Greeley water system" or "Greeley water system enterprise" shall refer to Greeley's raw water and water rights, raw water storage and conveyance systems, water treatment plants, treated water conveyance and storage systems, pump stations and related appurtenances for the collection, distribution and measurement of water.

1.3 "Peak daily demand" means the greatest rate of treated water delivered by Greeley to Windsor over a twenty-four hour period, beginning at midnight, in a given calendar year.

1.4 "Peak hourly demand" means the greatest rate of treated water delivered by Greeley to Windsor over a one-hour period for any given day of the calendar year.

1.5 "Windsor" shall refer to the Town of Windsor as the governing board of the Windsor Water Utilities Enterprise and any authorized representative thereof.

1.6 "Windsor system" or "Windsor water system" shall refer to the pipes, pump stations, treated water storage reservoirs, and related appurtenances for the distribution of water (a) inside the Windsor town limits (b) downstream of master meters gauging Greeley's delivery to Windsor.

1.7 "Year" means a calendar year beginning on January 1.

2. USE. Pursuant to the terms of this intergovernmental agreement, Greeley agrees to treat water for Windsor in the manner and in such amounts as are more fully set forth herein.

It is understood and agreed that in reliance upon providing water to Windsor, the Town has appropriated certain funds for the construction of transmission lines capable of receiving and transporting such water. The parties acknowledge that the construction of these transmission lines is a condition precedent to delivery of water to Windsor. Water shall be made available to Windsor upon the completion of the transmission lines. Commencing with the first full year that this agreement is in effect and continuing annually for the term of this agreement Greeley shall make available not less than 600 acre feet of treated water. During each full year that this agreement is in effect Windsor shall take a minimum of 400 acre feet of treated water. If in any year treated water is available to Windsor and Windsor fails to take and use 400 acre feet of treated water Windsor shall nonetheless pay for this minimum allotment of treated water.

The parties further acknowledge that the initial year of this agreement will likely not be a full year. In this event, Windsor will be relieved of the 400 acre feet minimum requirement and will be required to pay only for the treated water actually delivered in this first year.

Nothing herein shall limit Windsor from taking treated water in excess of 600 acre feet subject to the availability thereof. All treated water in excess of 600 acre feet shall be expressly conditioned upon Greeley having the excess capacity to provide such water, and Windsor shall pay for the same.

3. POINT OF DELIVERY.

3.1 Treated water from Greeley's transmission and distribution system shall be delivered to Windsor through multiple master meters, the location of which will be mutually established and agreed upon by both municipalities.

3.2 Unless otherwise agreed upon between the parties, Greeley shall construct, own and maintain treated water meter vaults, meters, back-flow prevention devices and all associated facilities located at the delivery points. All of the costs of the metering facilities attributable to service to Windsor shall be paid by Windsor by and through inclusion in the Windsor rate base charged by Greeley and more fully described in paragraph eight of this agreement. Greeley agrees to design, construct and maintain all metering facilities in a prudent and cost effective manner. Each water meter shall be operated and maintained so as to record both cumulative flow and, as needed, maximum hourly and maximum daily flow within the accuracy prescribed by current American Water Works Standards. Each municipality will give the other seven calendar days notice prior to any routine or independent meter test. Windsor shall have the ability to valve the line downstream of a master meter for operation, maintenance and repair purposes.

4. **ALTERNATE SOURCES.** It is understood and agreed that as of the date of this agreement Windsor is receiving treated water from Greeley, the North Weld County Water District and the Fort Collins Loveland Water District. Nothing in this agreement shall be construed as limiting Windsor from continuing to receive treated water from sources other than Greeley during the term of this agreement, in whatever amounts Windsor deems appropriate.

5. **POTABLE WATER PROJECTION REQUIREMENTS.** No later than March 1 of each year, Windsor shall provide written notice to Greeley of its projected treated water requirements for the current calendar year and the five consecutive years following the year in which such notice is given. The projections in the notice shall include, at a minimum, both total annual consumption and maximum day and maximum hourly usage. Any actual usage in excess of projected peak demands which has a cost impact, excepting fire flow and other emergencies, shall result in supplemental demand charges as determined by the cost-of-service rate study and approved by the Greeley Water and Sewer Board.

6. **WATER RIGHTS.** Windsor shall acquire sufficient water rights which shall be usable in the Greeley water system and approved for municipal use in the Greeley water system under Colorado law in order to satisfy the treated water requirements of Windsor, expressly subject to the following conditions:

(a) On or before April 1 of each year, Windsor shall make raw water available to Greeley's water treatment plants equal to 130% of Windsor's projected potable water use for that calendar year.

(b) Windsor shall pay all assessment costs on any of the water provided for treatment by Greeley under this agreement.

(c) Windsor shall be responsible for meeting all return flow requirements of the raw water provided to Greeley for treatment, or other requirements of State or Federal law.

7. WATER SHORTAGE. In the event of a shortage of treated water, caused by the inability of a component of the Greeley water system to function, Windsor and Greeley shall share proportionally in water use reductions. Windsor and Greeley staff shall meet and mutually agree to a schedule and method of reducing water demand, with initial emphasis on reducing all nonessential uses such as lawn and parks irrigation. If a shortage persists, Windsor and Greeley agree to impose emergency rates which may be different for each customer category and which are intended to reduce discretionary consumption of treated water. The impact of the emergency rates shall be fairly and equally distributed among both Windsor and Greeley water customers. In a prolonged shortage, Windsor and Greeley agree to adopt a uniform set of enforcement tools and penalties to curtail usage. In any event, Greeley will make every effort feasible to continue to meet both Windsor's and Greeley's water demand, including obtaining treated water from other providers. In the event of a shortage, nothing shall prevent Windsor from independently using an alternate source of treated water in whatever amount Windsor deems necessary, until Greeley can again bring its facilities on line. In the event of a shortage caused by the inability of the Greeley water system to function, Windsor is relieved of the 400 acre-feet take-or-pay requirement specified in paragraph 2.

8. RATES. The initial rates for treated water delivered to Windsor shall be based upon the 1995 water rate cost-of-service model approved by the Greeley Water and Sewer Board. The Windsor rates shall be cost-of-service plus ten percent. The cost-of-service rates shall be reviewed annually and adjusted as needed by the Greeley Water and Sewer Board in accordance with section 17-4 of the Greeley City Charter.

9. BILLING. Bills shall be paid within thirty days of receipt, after which time interest penalties shall begin to accrue at the rate of one percent per month, or fraction thereof, during the period in which the bill remains unpaid.

10. NO ACQUIRED RIGHTS OR VESTING IN WATER RIGHTS OR IN WATER SYSTEM. As contained in section 17-1 of the Greeley City Charter, the Greeley water system is an Enterprise, as that term is defined pursuant to article X, section 20 of the Colorado Constitution. The Greeley water system Enterprise is owned by the citizens of Greeley.

Windsor Water Utilities Enterprise has been designated by Windsor as an Enterprise Fund as that term is defined pursuant to article X, section 20 of the Colorado Constitution.

Windsor specifically acknowledges and agrees that no rights or ownership of the Greeley water system shall become vested as a result of such service. Neither Greeley nor Windsor shall, by reason of any provision of this agreement or the use of water hereunder or otherwise, acquire any vested or adverse right, in law or in equity, in the water rights or water system owned by the other municipality. Neither the assignment, use, rental, or license of water or water rights nor the payment of system development charges shall be deemed to initiate, create, or vest any rights or ownership by either Greeley or Windsor in the other's water rights or water system. Further, Windsor shall not assert or claim any vested rights to continued service other than as established by the terms and conditions of this agreement.

11. POTABLE WATER. The treated water delivered by Greeley to the Windsor master meters shall be potable water which complies with applicable potable water law.

12. PEAK DEMAND MEASUREMENTS AND DETERMINATION. Each year either Windsor or Greeley or both may register and record peak daily and peak hourly demands. Windsor's peak daily and peak hourly demand factors will either be flow-weighted averages of the several master meters, or it shall be derived from simultaneous readings from the several master meters, whichever method generates the highest demand factor. To modulate variations in peaking factors year to year, and to thereby modulate fluctuations in the cost-of-service rates, peaking factors will be calculated based upon the average of the previous two years actual recorded peak flows. If the average of the peak hourly or the peak daily demand factors in the two immediately preceding years averages more than the factors used in the most current water rate study, then the next rate study will use the highest recorded peak daily or peak hourly factor from those two preceding years. If the average of the peak hourly or the peak daily demand factors in the two immediately preceding years averages less than the factors used in the most current water rate study, then the next rate study will use the highest recorded peak daily or peak hourly factor from those two preceding years. In no case will past year's or current year's water bills be adjusted for changes in current peak demand factors.

If peak daily or peak hourly demands are not registered in any given year, then the measurements used in the prior year's rate study will be assumed constant into the next rate study.

13. SYSTEM DEVELOPMENT CHARGES. This agreement allows Windsor's demand in any year to grow to an initial allowance of 600 acre-feet without payment of a system development charge. Water which is demanded by Windsor and delivered by Greeley to Windsor in any given calendar year which exceeds 600 acre-feet shall incur payment by Windsor to Greeley of a system development charge. This charge will be calculated as the current inside-Greeley plant 3/4-inch tap investment fee multiplied by every acre-foot of water consumed in excess of 600 acre-feet. Payments of this system development charge will occur in twelve monthly increments following the calendar year in which the excess occurs. The excess resulting in payment of a system development charge will create a new allowance. System development charges will not be refunded. No system development charges will be

paid in subsequent years for consumption equal to or less than the new allowance. Increased demand and delivery above the new maximum allowance in subsequent years will again cause payment of system development charges as calculated in this paragraph.

14. RELEASE, HOLD HARMLESS, INDEMNIFICATION. Both Windsor and Greeley are public entities, as that term is defined pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* The parties to this agreement have the benefits and responsibility enumerated in the Colorado Governmental Immunity Act. Each party shall defend any and all claims for injuries or damages pursuant to and in accordance with the requirements and limitations of the Colorado Governmental Immunity Act occurring as a result of negligent or intentional acts or omissions of the parties, their agents, employees and assigns.

In addition, Greeley shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of Greeley, its officers, employees and agents, performing functions or activities upon the property of Windsor. Greeley shall provide adequate workmen's compensation insurance for all of its employees, agents and assigns engaged in activities and functions upon the property of Windsor.

Windsor shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of Windsor, its officers, employees and agents, performing functions or activities upon the property of Greeley. Windsor shall provide adequate workmen's compensation insurance for all of its employees, agents and assigns engaged in activities and functions upon the property of Greeley.

Each party shall furnish the other party current certificates of insurance stating the coverages outlined above are in full force and effect.

15. NO PUBLIC UTILITIES COMMISSION CONTROL. The Town of Windsor, its employees and elected or appointed officials, agree neither to assert nor support any statement, policy, petition, rule making, or legislation attempting to place the Greeley water system under the rate making authority or jurisdiction of the Colorado Public Utilities Commission by virtue of this intergovernmental agreement or otherwise.

16. THIS AGREEMENT CONTROLS AND SUPERSEDES PREVIOUS AGREEMENTS. This agreement shall supersede any and all terms and conditions of water supply agreements previously existing between Greeley and Windsor.

17. TERM. In the interest of reliability and security, this agreement shall be for an initial term of twenty-five years from the date of its execution. After its initial term, this agreement shall be automatically renewed for successive ten-year terms, unless terminated as provided below.

18. DEFAULT AND TERMINATION. In the event either party fails to meet the terms and conditions of this agreement, such failure shall constitute a default of this agreement

and the non-defaulting party may immediately terminate this agreement, the effective day of termination being thirty days after the receipt of written notice of default by the defaulting party. Notice shall be either to the Windsor Town Administrator or the Greeley City Manager. Either party may cure any default during the aforesaid cure period. Upon cure of any default, this agreement shall remain in full force and effect. Nothing herein shall limit either party from collecting damages and amounts due from the other party upon termination of this agreement by default.

19. JURISDICTION AND VENUE. This agreement shall be interpreted pursuant to the laws of the State of Colorado. Venue to enforce this agreement shall be in Weld County.

20. AMENDMENT. This agreement shall be amended only in writing with the approval of the governing bodies of each municipality. No amendment or modification shall be effective unless in writing signed by the aforesaid persons. This agreement shall be governed by, construed and enforced in accordance with Colorado law.

21. DISPUTE RESOLUTION. Should disagreements arise regarding the interpretation of any portion of this agreement the parties agree to make efforts to resolve such disputes through negotiation; first, at the staff level; and second, with the respective Water Boards and/or City Councils. Procedures for such negotiations shall be established by mutual agreement at the time and may, with the concurrence of the parties, involve the use of qualified outside mediators. Any negotiations and resolution agreements reached therefrom must be within the legal authority granted to the parties by appropriate City Charters and/or State statutes, or shall be null and void. Notwithstanding anything to the contrary in this agreement, it is expressly agreed between the parties that this provision for dispute resolution does not apply to the authority granted the Greeley Water and Sewer Board pursuant to § 17-4 of the Greeley City Charter, including but not limited to, the establishment of minimum water rates.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: Betsy D. Felder
City Clerk

By: John Nelson
Mayor

Approved as to Substance:

By: *Paul Hattis*
City Manager

Approved as to Legal Form:

By: *R. P. R.*
City Attorney

As to Availability of Funds:

By: *Emily M.*
Director of Finance

GREELEY WATER AND SEWER BOARD

By: *M. J. F.*
Chairman

ATTEST:

By: *Deanne Nazarenko*
Town Clerk

THE TOWN OF WINDSOR, COLORADO

By: *Robert Droule*
Mayor

WINDSOR WATER BOARD

By: *W. Wayne Miller*
Chairman

njw:120695

First Amendment to Intergovernmental Agreement for Water Service with Windsor

November 7, 2017

Intergovernmental Agreements for Water Service

- ▶ Agreements with Windsor, Evans, and Milliken
- ▶ Garden City does not have Agreement

Outside Service Agreements

	Windsor	Evans	Milken	Garden City
Agreement Date	1/4/1996	4/28/1999	5/10/17	No Agreement
Term of Agreement	25 years- automatically renews for 10 year terms.	25 years- automatically renews for 10 year terms.	20 years	n/a
		Can be terminated with 2-yr notice prior to end of term	Two years before Agreement expires by either party. Greeley can terminate with 4 year notice at any time.	
Water Rights Transferred	Annual estimate plus 30% for shrink	Annual estimate of C-BT plus 5% for shrink for treatment at Bellvue WTP higher shrink attributable to GLIC system for treatment at Boyd Lake WTP.	Annual estimate of C-BT plus 5% for shrink for treatment at Bellvue WTP higher shrink attributable to GLIC system for treatment at Boyd Lake WTP.	n/a
Rates	Based on Rate Model	Based on Rate Model	Based on Rate Model	Currently - Pay outside City water rates and sewer rate
Peak Demand	Master Meter – Peak Measured	Master Meter – Peak Measured	Master Meter – Peak Measured	Greeley Meters individual usage
System Development Charges (SDC)	Initial Base 600 ac-ft	Initial Base 1,817 ac-ft	Initial base 442.1 ac-ft	9 ac-ft
Initial Raw Water	No payment for 600 ac-ft as SDC	No payment for 1,817 ac-ft as SDC	n/a	
Current Base Usage	651.3 ac-ft	2,766.4 ac-ft	442.1 ac-ft	43.57 ac-ft
Limitation for increased service	No	No	No	
SDC charge for increased service	Greeley PIF for ac-ft of water added to base	Greeley current PIF * 75% for Greeley equivalent current Single Family 3/4" added to base	Greeley current PIF * 75% for Greeley equivalent current Single Family 3/4" added to base	

Discussions with Windsor

- ▶ Clause for Unanticipated Operational Peaking
- ▶ Ability to negotiate during termination notice

Greeley Comments

- ▶ System Development Charges
- ▶ Contract Termination

First Amendment

- ▶ Peaking
 - Edits to Peak Demand Measurement (hourly Calculation)
 - Unanticipated Operational Peaking
 - Peaking Error Fee (20% of total annual revenue)
- ▶ System Development Charges made consistent with other water service IGAs
- ▶ Termination of contract upon 10 years notice and ability to negotiate during termination (W&S Board supported 7 years)

Questions

Council Agenda Summary

November 7, 2017

Agenda Item Number 17

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.

****A motion is needed to call a special Council meeting for November 14, 2017, at 6:30 p.m.**

Attachments

Council Meetings/Other Events Calendar

Council Meeting/Worksession Schedule

November 2017 - December 2017

November 2017							December 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 5	6	7 6:30pm City Council Meeting (1025 9th Ave)	8 7:30am Thriving Weld Summit (DoubleTree Hotel at Lincoln Park) - Council Master Calendar 5:00pm US34 PEL - Public Meeting (CDOT, 601 W. 10th Street, Greeley CO)	9	10	11 11:00am Veteran's Day Proclamation
12	13	14 5:00pm City Council Worksession (1025 9th Ave)	15 2:00pm Water & Sewer Board (Norton) (School District Six Facility)	16 7:30am DDA (Elder/Casseday) 3:30pm Airport Authority (Elder/Finn)	17	18
19	20	21 7:30am Visit Greeley (Finn) 6:30pm City Council Meeting (1025 9th Ave)	22	23	24	25 10:00am Roundtables with Rochelle (Joe Molina's Art Gallery, 930 8th Avenue, Greeley CO) 5:30pm Lights the Night Parade (Details forthcoming....) - Council
26	27 11:30am Greeley Chamber of Commerce (Gates) 6:30pm Youth Commission (Payton)	28 5:00pm City Council Worksession (1025 9th Ave)	29 7:00am Upstate Colorado Economic Development (Norton/Finn)	30	Dec 1	2
3	4	5 6:30pm City Council Meeting (1025 9th Ave)	6	7 7:00am Poudre River Trail (Finn) 3:30pm IG Adv. Board (Gates) 6:00pm MPO (Casseday, Norton)	8	9

City Council Meeting Schedule

<u>Date</u>	<u>Description</u>	<u>Staff Contact</u>	
November 14, 2017 Special Meeting	Proposed Special Meeting for New Council to include Oaths of Office	Betsy Holder	
November 21, 2017 Council Meeting	Proclamation - 16 Days of Activism against Gender Violence	Betsy Holder	Recognitions
	Resolution - HPLD Member Ratification	Betsy Holder	Consent
	Resolution - IGA for Treated Water Service	Burt Knight	Consent
	Ordinance - Intro - Amendments to Title 2 of the Greeley Municipal Code	Victoria Runkle	Consent
	Ordinance - Intro - Ashcroft Draw Basin Sanitary Sewer Acquisition	Burt Knight	Consent
November 28, 2017 Worksession	Board and Commission Appointments	Betsy Holder	Regular
	Monthly Financial Report	Victoria Runkle	0.50
	2017 Hurricane and Wildland Fires Deployment Report	Dale Lyman	0.50
December 5, 2017 Council Meeting	Regional Transit Route	Joel Hemesath	1.00
	Resolution - 2017 Tax Levy Certification	Victoria Runkle	Consent
	Resolution - DDA Mill Levy Certification	Victoria Runkle	Consent
	Resolution - DDA 2018 Budget Adoption	Victoria Runkle	Consent
	Ordinance - Intro - Additional Appropriation	Victoria Runkle	Consent
	Ordinance - Intro - Triennial Reviews	Betsy Holder	Consent
	Ordinance - Intro -Budget Cleanup Ordinance	Victoria Runkle	Consent
	Ordinance - Final - Amendments to Title 2 of the Greeley Municipal Code	Victoria Runkle	Regular
December 12, 2017 Worksession	Ordinance - Final - Ashcroft Draw Basin Sanitary Sewer Acquisition	Burt Knight	Regular
	Metro District Model Service Plan Ordinance	Brad Mueller	0.50
December 19, 2017 Council Meeting	Broadband Feasibility Study Update	Victoria Runkle	0.50
	Ordinance - Final - Additional Appropriation	Victoria Runkle	Regular
	Ordinance - Final -Budget Cleanup Ordinance	Victoria Runkle	Regular
	Ordinance - Final - Triennial Reviews	Betsy Holder	Regular
December 26, 2017 Worksession	Board and Commission Appointments	Betsy Holder	Regular
	Monthly Financial Report	Victoria Runkle	0.50
January 2, 2018 Council Meeting			
January 9, 2018 Worksession			
January 16, 2018 Council Meeting	Board & Commissions Appointments	Betsy Holder	Regular
January 23, 2018 Worksession	Monthly Financial Report	Victoria Runkle	0.50
February 6, 2018 Council Meeting			
February 13, 2018 Worksession			
February 20, 2018 Council Meeting	Board & Commissions Appointments	Betsy Holder	Regular
February 27, 2018 Worksession	Monthly Financial Report	Victoria Runkle	0.50
March 6, 2018 Council Meeting			
March 13, 2018 Worksession			
March 20, 2018 Council Meeting	Board & Commissions Appointments	Betsy Holder	Regular
March 27, 2018 Worksession	Monthly Financial Report	Victoria Runkle	0.50
April 3, 2018 Council Meeting			
April 10, 2018 Worksession			

Council Agenda Summary

November 7, 2017

Agenda Item Number 18

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

November 7, 2017

Agenda Item Number 19

Title

Adjournment

Council's Recommended Action

If there is no further business, the presiding officer declares the meeting adjourned.